



## GENERAL SALES CONDITIONS

1. The present general conditions regulate the contractual relationships between La San Marco SpA (hereafter referred to as "the Seller"), with legal head office located in Via Padre e Figlio Venuti, 10 at 34072 Gradisca d'Isonzo (Gorizia) Italy, VAT no. IT00518180310, and the Buyer (collectively La San Marco SpA and the Buyer, "the Parties") , at the conditions and terms detailed hereafter.
2. The Seller commercializes its products (hereafter referred to as "the Products"), shown in Seller's catalogue kept steadily updated and on the basis of its current price list by addressing professional endusers only, and the Buyer assures that the purchase of Seller's Products is aimed at professional use only, i.e. closely pertaining to its own or its customer's business activity, being the Buyer not a "consumer" to the effect of regulations in force to protect consumers' interests.
3. Buyer's order shall be considered as a contract proposal, the execution of which is subject to written acceptance by The Seller. The order shall accurately detail the Products, as shown in Seller's catalogue, the required quantities and the delivery terms. If the final destination of the Products is a territory not belonging to the European Union, the Buyer shall advise the Seller about all regulations applicable to the Products in the final destination country, including technical specifications, safety norms, customs and import regulations whenever applicable, being understood that The Seller shall be expressly relieved from any liabilities and indemnified by Buyer against any costs, duties, prejudices or damages, whether direct or indirect, caused by non-compliance of the Products with the legislation of the destination Countries. It is further understood that any use of the Product in territories other than those indicated in the order shall be under Buyer's exclusive responsibility, maintaining the Seller relieved and indemnified against any prejudice which might arise.
4. The acceptance of an order by the Seller may be made in writing (registered letter, e-mail) or, at Seller's discretion, also by direct execution of the order, with no need of prior formal acceptance. The Seller shall not be bound by mere reception of an order from Buyer.
5. The Seller is entitled to implement any technical and/or aesthetical modifications on the Products at any time, and reserves all rights deriving from such modifications.
6. The Products are covered by product liability insurance for the event of accidents attributable to their malfunction, provided that such malfunction is not caused by improper use, unauthorized modifications, non-observance of use and maintenance handbook and any other case attributable to third parties. In no event shall the compensation, in case of an accident, exceed the maximum amount stated in the current product liability insurance policy of the Seller.
7. In absence of exceptions advised in writing by the Seller, orders will be subject to the price list in force at the time of issuing with the discount policy granted by the Seller to the Buyer in writing; Products prices are meant as VAT excluded and EXW (ex-works) Seller's warehouse in Gradisca d'Isonzo (Gorizia, Italy), as per INCOTERMS 2020, including packaging, unless otherwise indicated in writing by The Seller.
8. Even if shipment is agreed upon as different from EXW, nonetheless the Products travel at the Buyer's risk, being agreed that each shipment is made under Buyer's specific instructions and on its behalf and therefore the Seller is exempt from any liabilities whatsoever after consigning the goods to the carrier or to the Buyer whenever the latter decides to collect the products in person or through one of its representatives. The Products are shipped to the Buyer's address indicated in the order, exclusively after receiving full payment, unless otherwise agreed in writing between the Parties. Packaging type, shipment and any insurance policies are at Seller's discretion.





9. The Buyer shall examine the Products carefully upon receiving them and give notice of any evident or detectable defects to the carrier. In the event of no notice to the carrier, the Products shall be deemed as definitively accepted and compliant as required in the order.
10. The delivery terms, if shown in the order confirmation, are approximate and not compulsory. They commence after the order confirmation and any possible delays shall not result in any Buyer's right to claim any indemnity or damage of any sort.
11. In the event of force majeure, such as natural disasters, strikes, obstacles that are beyond the control of the Seller, causing a delay that exceeds two months with respect to the agreed delivery terms, both Parties have the right to terminate the Contract by written notice to the other party with no right to claim any compensation or damage by either party.
12. Unless otherwise confirmed in writing by the Seller, payment is meant by bank transfer in EUR currency, to be received before the shipment of the Products. The Buyer is not entitled to make any compensation or deduction, except in case of Seller's written authorization. Payments to third parties are not recognized as valid unless authorized in writing by the Seller.
13. Any complaints or disputes regarding invoices shall be accepted provided that the Seller is given notice by means of a traceable communication (registered letter, e-mail) within ten days after reception of such Invoices.
14. Conditional sale clause is in force, i.e. if the Parties have agreed on the delivery of the Products without prior and full payment by Buyer, such Product shall be burdened with conditional sale and such state shall be kept unchanged until full payment of said Products is executed by the Buyer in favour of the Seller. Under the clause of conditional sale, the Buyer will not be allowed to place the Products in pawn or exchange them as a guarantee towards third parties and shall maintain them so as not to diminish the Seller's warranty. In the event of re-sale by Buyer to a third party of the Products that is under Seller's ownership, the credits deriving from such re-sale are meant as transferred to the Seller in guarantee. The third party shall be informed about this sale by Buyer. In the event of delayed payments by Buyer or evidence of worsening of its economic status, exceeding any ordinary commercial operation, the Seller is entitled to terminate the contract by giving written notice to the Buyer, who shall return at own expenses all Products still owned by the Seller. The sums of money already received shall be retained by the Seller as compensation, subject to the Seller's right to claim higher damages.
15. Interest on late payments, with respect to the payment schedule detailed in the invoice, shall be charged to the Buyer along with credit collection charge including legal fees as by Law Decree 231/02.
16. The Buyer declares to have received the information as by the provisions of the Law Decree 30.06.2003, n. 196 (Law on personal data) and gives consent to the processing and transmission of personal information, which the Seller is entitled to manage, and commits itself to promptly inform the Seller of any inaccuracies or changes.
17. Any arising disputes pertaining to this contract shall be submitted to the exclusive jurisdiction of the Court of Gorizia, Italy. This contract is governed by the Italian law.

#### **WARRANTY CONDITIONS**

1. Unless agreed differently among the Parties, the warranty lasts 12 months starting from the date of the invoice.
2. Warranty is limited to the substitution free of charge, including the delivery expenses from Seller's to Buyer's location, of the components of the Products, which are recognized by the Seller at its own discretion as having manufacturing defects. The warranty applies only to the original components, and it is void in case of the use of non-original components



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Cap. Soc. € 7.000.000 i.v.  
C.F. e n° iscrizione Reg Impr.  
Gorizia n. 00157550302  
P. IVA IT 00518180310

Soggetta ad attività di  
direzione e coordinamento  
da parte di Massimo Zanetti  
Beverage Group S.p.A.



3. The warranty does not apply to the substitutions or to the repairs that result by a normal functioning wear and tear, or from deterioration or accidents caused by a negligence or carelessness in the use.
4. The electric parts, and all the parts that result to be defective because of damage caused by transport, wrong installation, improper maintenance operated by unauthorized staff, missing or improper use of the necessary auxiliary systems to be used as state-of-the-art of the specific sector (e.g. intake water filters and/or softeners), improper use of the Products or anyway different from the use the Products were built for or, lastly, by circumstances that cannot be attributed to manufacturing defects.
5. Manpower, technical interventions related to the installation of the machine, parts subject to normal wear and tear, consumption materials are also excluded from warranty scope.
6. In order for the warranty criteria to be applicable, the components shall be sent back at Buyer's own expenses to the Seller, complete in all their parts and not modified (e.g. factory data like serial numbers and stampings must not be erased, removed or made illegible).
7. Unless particular cases at Seller's exclusive and incontestable judgement, the substitution of the Products and the extension of the warranty after a malfunction occurred are excluded. The repair, modification or substitution of their components during the warranty period cannot have as effect the extension of the warranty period.
8. All actions and/or claims are excluded from the warranty's coverage, especially those that tend to the reparation of the direct or indirect damage caused to persons or to objects that are different from the delivered Products, as well as the refund of the possible missed profits.
9. The Seller declines any responsibility whatsoever for possible damage that may be caused, directly or indirectly, to people, animals or things as a consequence of the non-compliance with all the prescriptions that are detailed in the use and maintenance handbooks that accompanies the Products and concerning particularly the warnings about the installation, use and maintenance of the Products.

