



General sales conditions

1 – SUBJECT – These Terms of Sale govern the purchase contract between Massara Facility SRL – hereafter called "Seller" and the Customer regarding the purchase of the products made by the Seller and advertised on the www.massarafacility.it website. The Customer, by sending the Purchase Order, declares to know and accept unconditionally and in full the General Conditions of Sale and to fulfill all the obligations provided for in them towards the Seller. For this reason, the Customer has the obligation to take careful view of them, providing for their printing and storage. The Contract is considered completed only at the time when the Customer receives the confirmation of the Order. The sending of the invoice by the Seller, if prior to written approval, in any case involves the conclusion of the contract.

2 - ORDERS - At the moment that the Seller will be in possession of the order transmitted by the Customer will send, by e-mail, the acceptance with the summary of the order, where all the news related to it will be specified. The Seller will not be able to place orders relating to products that were no longer available at the time of ordering. In this case, the order will not be followed up, without this entailing any rights for the Customer. The acceptance of the orders received is left to the total discretion of the Seller, who may refuse any request without having to give particular reasons and without this entailing any rights for the Customer to claim damages as well as to any liability for direct or indirect damages to persons or things caused by the non-acceptance of an order, even partial.

3 – PRICES – The price invoiced by the Seller will be the one indicated in the order confirmation. If the order is to be fulfilled within a period of more than 30 days compared to the order confirmation, the Seller reserves the right to increase \ adjust the prices, communicating this increase in writing to the Customer, who for increases of more than 20% will have the right to withdraw from the contract. The prices published on the www.massarafacility.it or in the company price list are defined net of VAT and any other tax \ tax. In the order confirmation, the Seller will indicate analytically the shipping costs, which are always borne by the Customer, as well as any other costs or any service not expressly understood.

4 – PAYMENT TERMS – The payment of the products must take place within the deadline agreed with the Customer at the time of the order, as reported in the relative confirmation. In case of delay with respect to the payment deadline, always considered mandatory and essential, the Customer will be required to pay a conventional interest to the extent provided for by Legislative Decree 231\2002, without the need for prior formal notice. In case of late payment, regardless of the application of interest on late payment, the right for the Seller (i) to order the termination of the contract and quantify and request the damage suffered remains, (ii) to suspend the execution of any other pending order, without this entailing any right of the Customer to obtain refunds and/or compensation of any kind, up to the full payment (iii) to refuse any new order , (iv) to proceed judicially for the recovery of claims that are expressly recognized also pursuant to art. 642 c.p.c.

The sale is always understood to be made with a reserved domain clause, with the consequence that the ownership of the goods covered by the contract will be transferred only against the actual and full payment of the price due. To this end, the Customer undertakes not to constitute pawns or privileges on the goods covered by the contract until the full payment of the price and to use the products in the context of his business, without granting them in use to third parties.

5 – SHIPMENTS – The Seller in the order confirmation always indicates the presumed delivery times. These terms are to be considered merely indicative and not mandatory, with the consequence that the Seller cannot be held responsible for any delays with respect to the indicated terms. In any case, any delays in delivery such as strikes, fires, picketing, production freezes, insurrection, pandemics and segregation measures imposed by the Authority, will not give the right to cancel the order or to the termination of the contract by the Customer, nor to any compensation in his favor. The Seller will entrust a carrier with the delivery of the goods to the address indicated by the Customer in the order. The Parties recognize and establish that the risks and dangers of loss or damage related to transport and delivery will be entirely borne by the Customer, with the consequence that the obligation borne by the Seller will be satisfied and fulfilled with the simple delivery of the goods to the Carrier. Any request, action, employee complaint or in any case related to transport and delivery can only be exercised against the Carrier. In any case, any comment on the status of the packaging and the integrity of the goods delivered must be transmitted and raised against the Carrier, sending for knowledge a copy of the dispute also to the Seller and, failing that, it will be considered accepted. For this purpose, the Customer at the time of delivery of the goods will be required to verify (i) that the number of packages delivered corresponds to what is indicated in the transport document; (ii) in the event of a discrepancy, collect the goods in any case and report on the cover letter, in detail, the number of packages actually withdrawn; (iii) that the packaging is intact (not wet, pierced, bent or otherwise) and not altered even in the closing strips; (iv) in case of obvious breakage, damage or tampering with the packaging, write on the con car letter, in detail, that the collection takes place with specific reservation of the goods due to the damaged packages received. In case of obvious damage to products not yet collected, the Customer can refuse delivery indicating on the cover letter the reason for the non-collection and give immediate notice also to the Seller.

6 – GUARANTEE AND LIMITATION OF RESPONSIBILITY – The Seller guarantees to the Customer that the goods sold are free from defects and defects that make it unsuitable for the use for which it is intended. By way of derogation from the general rules, any defect or defect must be reported to the Seller in writing no later than 8 days from the date of delivery, a period beyond which the Customer lapses from the warranty. The maximum warranty period is one year from the date of delivery, which is not renewed against any warranty interventions and/or replacements granted by the Seller. In any case, the Seller's warranty is expressly limited to the repair and/or replacement of the defective product, when the defect is ascertained by the Seller, with the express exclusion of any possibility of compensation for damages, of any kind. In order to allow the warranty to operate, the goods subject to a complaint cannot be disposed of or otherwise processed without the written consent of the Seller. The warranty will

be considered excluded or otherwise lapsed in case of defects or defects attributable to incorrect use, insufficient or incorrect maintenance, or an unusual use of the product.

7 – CONTAINER - CONTAINERS - PALLETS - PALLETS – The containers \ containers \ pallets \ pallets to return the product delivered but not sold under these general conditions, are the property of the Seller, with the consequence that the Customer will be required to return them at his own expense. In the event of non-surrender, the Seller reserves the right to re-charge the relative cost to the Customer.

8 – INTELLECTUAL PROPERTY – Designs, schemes, specific technical and commercial nomenclatures, documents, samples, catalogues, brochures, patents, models and trademarks, as well as any distinctive signs or technical information, of which the Customer has become aware in the execution of these general conditions, remain the competence and exclusive property of the Seller. Any reproduction, even partial, of the goods and products sold by the Seller is expressly prohibited.

9 - PROHIBITION OF ASSIGNMENT - The Customer may not assign or transfer, in whole or in part, the sales contract without the prior written consent of the Seller.

10 - INFORMATION FOR THE PROCESSING OF PERSONAL DATA - Pursuant to and for the effects of GDPR 679\2016, by sending the order, the Customer declares that he has read the information relating to the processing of personal data carried out by Massara Facility SRL as Owner and to give the relative consent for the purposes of employees or otherwise related to the execution of these general conditions.

11 – APPLICABLE LAW AND COMPETENT FORUM - As far as is not expressly agreed, the rules provided for by Italian law will be applied. Any dispute relating to the application, enforcement and interpretation of these general conditions will be devolved to the exclusive jurisdiction of the Court of Milan.