

TERMS AND CONDITIONS OF SUPPLY

- 1. GENERAL** -The buyer is required to read these terms and conditions carefully. Sending an order implies complete knowledge and express acceptance of these terms and conditions and information in the order form which includes the price of goods agreed upon. This form is an integral part of these terms and conditions.
- 2. SIGNATURES** - The signatures must be of a legal representative or a delegate of the buyer with the necessary authorizations. C.M.G. SpA is exempt from any related verification.
- 3. DOWN PAYMENT** - Unless there are different special conditions established in the purchase offer by C.M.G. SpA, a deposit of 30% of the total amount of the supply must be paid.
- 4. TRANSPORT** - The goods travel at the risk of the buyer, in any case, even if the carrier is commissioned by C.M.G. SpA. At the request and expense of the buyer, the goods will be insured. Risks associated with the transportation of goods are the exclusive responsibility of the Buyer, even if the goods are delivered free.
- 5. PAYMENT** - Payments must be made at the domicile of C.M.G. SpA under the conditions specified. Bills of exchange or transfer of debt as payments will be accepted "WITH RECOURSE" and not "WITHOUT RECOURSE". Failure to pay even a single instalment or part of the total amount will lead to immediate liability for the entire amount and result in the termination of right pursuant to Art. 1456 of the Civil Code, following declaration by C.M.G. SpA, of the intent to enforce the termination clause.
- 6. OWNERSHIP** - Ownership of the goods covered by this contract is transferred to the buyer only after full payment of the amount due to C.M.G. SpA, including interest payable and/or penalties. Otherwise, the buyer commits to immediately returning to C.M.G. SpA any goods delivered, in response to a simple written request from C.M.G. SpA.
- 7. DELIVERY TERMS** - All delivery terms must be construed as merely indicative, excluding the possibility of setting terms that are final or crucial. Any delay in delivery will therefore not constitute grounds for terminating the contract or claiming damages. If there are delays in the preparation of material or delivery, due to force majeure or due to the fault of the suppliers, the terms of delivery of the goods will be considered extended for a period equal to that of the event which caused the delay.
- 8. PACKING** - The supply includes only what is specifically described in the contract. Packaging costs will always be excluded from the price of the machine and thus invoiced separately. Any subsequent modification requested by the buyer, must be approved in writing by C.M.G. SpA with the indication of a potentially higher price for the whole supply and longer delivery time.
- 9. CONSEQUENTIAL LOSSES** - Any downtime of the machine or system sold to the buyer due to use of materials not compliant with the machine, as described in the "use and maintenance manual" of C.M.G. SpA, or in the event the buyer uses the machine without following the related instructions recommended by C.M.G. SpA, excludes any claim for damages for the downtime and any damages by the buyer with respect to C.M.G. SpA. The machine must not be used for processing ferrous, flammable, explosive, toxic/hazardous material or any material that becomes so during processing. The installation of the machine in a work environment in which the creation of an explosive atmosphere is probable, is also prohibited. In case the installation takes place in an environment bearing such risk, the technical department of C.M.G. SpA is at the disposal of the buyer to assess any necessary technical and economic variations, maintaining compliance with the specific Community directives on explosion risk - Directive 94/9/EC (ATEX), implemented by Presidential Decree no. 126 on March 23, 1998.
- 10. FORCE MAJEURE** - C.M.G. SpA cannot be held responsible for loss, damage, holding, delay, impossibility to deliver goods or for potential non-fulfilment of supply resulting from facts that are unforeseen, inevitable, out of the firm's control (included, for example but not only: fires, strikes, insurgencies, uprisings, embargo, lack of transport, shipwrecking, transport delays, impossibility or difficulties in obtaining supplies and/or raw materials even if deriving from local, national, international measures, epidemics and pandemics).
- 11. HARDSHIP CLAUSE** – In the case of occurrence of unforeseen events that alter the equilibrium of the contract and place excessive burden on C.M.G. SpA, so to render the contractual obligations more onerous than reasonably anticipated at the time of the contract signature, C.M.G. SpA will offer to negotiate alternative contractual terms to allow for the consequences of the event to become manageable.

C.M.G. SpA

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P.IVA 00543111207
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Fax +39-051-6920599 \ +39-051-6920874
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12. **INTELLECTUAL PROPERTY** - All drawings or technical documents given to the buyer remain the property of C.M.G. SpA and can never be disclosed to third parties except with the explicit written consent of C.M.G. SpA. The buyer is still required to observe strict confidentiality regarding all information of a technical nature (such as but not limited to: drawings, reports, documentation, formulas and correspondence) received from C.M.G. SpA.
13. **WARRANTY** - C.M.G. SpA guarantees the products manufactured by it for twelve months from the date of delivery to the buyer. This warranty covers only defects in material and workmanship and is limited only to free replacement or repair by C.M.G. SpA of the defective parts for ascertained defects in material or workmanship. The buyer is responsible for all costs of disassembly, reassembly and shipping. The warranty excludes any breakdown caused by misuse or poor maintenance. The warranty is also void in case of use of non-original parts or those not supplied by C.M.G. SpA. The warranty excludes all parts subject to normal wear and tear, any damage resulting from carelessness and negligence by the buyer, improper use and/or use in an unsuitable environment.
14. **TECHNICAL ASSISTANCE** - C.M.G. SpA is not liable for damages if the buyer is not able, using its own means, to operate the machine or system alienated and this is not due to defects in the machine/system. Any technical assistance for the operation of the machine is subject to payment and will be invoiced to the customer.
15. **PAYMENT AGREEMENT** - If the buyer fails to pay for the supply according to the terms established between the parties or fails to comply with these terms and conditions, C.M.G. SpA, pursuant to Art. 1456 may terminate the contract and in the case of payment in instalments, C.M.G. SpA may require immediate payment without waiting for the subsequent instalments.
16. **CHANGES AND CANCELLATIONS** – The customer undertakes responsibility that order changes may increase delivery time and price of supply. Cancellation can take place within a maximum of ten days from the date of order confirmation, a document that CMG sends to the customer when the order is processed. Cancellation does not provide compensation for advanced payments. After ten days, cancellation entails a cost for the customer equal to 100% value of the supply represented by equipment not produced by CMG, and 30% value of the supply of CMG equipment. The order cannot be canceled if the shipment is scheduled within 30 days from the notification/intention of cancellation.
17. **DISPUTE** - The present agreement is governed by Italian Law.
Any dispute out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation or termination shall be settled by an Arbitration Board, in compliance with the Rules of conciliation and Arbitration of the international chamber of commerce. The arbitration proceedings shall be held in Geneva (Switzerland) and the language shall be the English. The Arbitration board shall be made up of a panel of three arbitrators, two of them appointed by each Party and the third one, in the quality of Chairman, appointed by agreement between the two arbitrators so appointed. In case of defaulting agreement, the third arbitrator shall be appointed by the Chairman of the international Chamber of Commerce. This latter shall also appoint the arbitrator in place of the defaulting Party, after 30 days from the written request sent by notice from Party to the other.
18. **CODE OF ETHICS** - C.M.G. SpA has adopted an Organizational Model for Management and Control and a Code of Ethics pursuant to Legislative Decree 231/2001 and subsequent amendments. All stakeholders, customers, partners, consultants, suppliers, etc. that have contractual business relationships with C.M.G. SpA, are required, to the extent of their competence, to observe the rules and behaviour defined in this Code. With the signature/acceptance of contractual documents, the parties concerned agree to uphold this obligation. The Code of Ethics and the Organizational Model can be consulted at the company website.
19. **PRIVACY INFORMATION** - Detailed information regarding reference legislation, REG.UE 679/2016, can be found on page of our website <https://www.cmg.it/privacy-policy/>.

Budrio, 14/05/2021

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