

GENERAL TERMS AND CONDITIONS

Art. 1 - General terms

These general terms and conditions of Frutmac Srl. apply to the sale of machines, the sale of packaging material and related services. Any terms and conditions of the customer not expressly accepted by Frutmac Srl. are hereby rejected; they are not binding for Frutmac Srl.. In the event of contradictions between the provisions in the offer and the terms and conditions set out herein, the provisions in the offer shall prevail.

Art. 2 - Temporal validity and subject-matter of the offers

Unless otherwise agreed, the offers of Frutmac Srl. are valid for 30 days. All services not explicitly mentioned in the offer are not offered. With reference to the sale of machines, the following in particular are excluded from the subject matter:

- Rectification of faults caused by the use of third-party equipment;
- elimination of existing defects and restoration of missing standards;
- additional services due to lack of / unclear specifications provided by the customer or non-consistency between the technical drawings provided and the reality.

Art. 3 – Price and terms of payment

3.1 Unless otherwise agreed in the offer, Frutmac prices are ex works (EXW INCOTERMS 2020). Unless expressly stated otherwise, the prices of Frutmac Srl. do not include the statutory value added tax. If the price of a single cost element or several (with regard to recognised indices) changes between the submission of the offer and the purchase by Frutmac of such elements from its supplier, the price of the machine or packaging material sold by Frutmac shall also change, but only if the variation of the cost element(s) is reflected in at least a 5% change in the overall cost structure of the machine or packaging material.

3.2 In the event of non-payment of the purchase price (on account, instalment or balance), Frutmac shall request the customer by means of a PEC to perform within seven (7) days with the declaration that this purchase agreement shall be deemed to be cancelled without further ado after the fruitless expiry of the aforementioned period. If the time limit expires without the payment obligation having been fulfilled, the contract shall be rescinded by operation of law (article 1454 of the Italian Civil Code).

3.3 If circumstances become known which threaten to substantially reduce the creditworthiness of the customer, Frutmac shall be entitled, at its own discretion and after giving written notice to that effect, either to suspend its own performance or to dissolve the contract.

3.4 If claims are overdue, incoming payments will first be credited against any costs and interest and then against the oldest claim.

3.5 Without prejudice to the above rights, late payment of the deposit may also lead to a change in the agreed prices for goods.

3.6 In the event of termination of the contract due to the fault of the customer, the latter shall compensate both the loss suffered by Frutmac and the loss of profit, insofar as these are a direct and immediate consequence of the fault.

3.7 If the payment term is exceeded, interest shall be payable at the current European interest rate EURIBOR 6 months + 7%, plus all costs and expenses associated with the collection of the payment

Art. 4 – Delivery conditions and delivery dates and quantity

4.1 Terms of delivery: Unless otherwise agreed in the offer, delivery of the machine shall be ex works (EXW INCOTERMS 2020).

4.2 Delivery dates: The delivery and/or completion dates/periods stated by Frutmac Srl. are non-binding, unless the dates have exceptionally and expressly been marked with the word "binding". Even in the case of bindingly promised delivery and/or completion dates/periods, Frutmac Srl. shall not be liable for delays which are due to force majeure and circumstances which are the fault of the customer or third-party companies. Without prejudice to the rights of Frutmac Srl. in Art. 3.2 above, Frutmac Srl. shall have the right to postpone the delivery date if an agreed payment date (payment on account, instalment or balance) is not met by the customer. In any case, Customer is advised that in the event of a postponement of the agreed delivery and/or completion date on the initiative/at the fault of Customer - depending on the current project workload of Frutmac Srl. - significant postponements of the delivery and assembly date may occur under certain circumstances.

4.3 Quantity delivered: The customer is informed and is aware that, with regard to the sale of packaging materials, the quantity actually delivered may vary up to 5% upwards or downwards from the quantity ordered. A variation in the ordered quantity of >< 5% is therefore not to be considered a breach of contract. The effectively delivered quantity shall be invoiced.

Art. 5 – Warranty

5.1 Frutmac Srl. undertakes to guarantee that its products are free from defects that make them unsuitable for the intended use or reduce their value in a significant way.

5.2 Warranty for machines:

i. The customer is informed that machine performance specifications are indicative, as the effective performance depends on various factors, such as the product to be packed, packaging material, operator personnel.

ii. The warranty applies only to original components from the manufacturer, it starts from the unloading of the products at the customer's premises, and extends for the following period:

- 12 months for mechanical parts
- 12 months for electrical/electronic components

Excluded from the warranty are wearing parts such as suction cups and foam jaws and toothed belts.

iii. In deviation from the aforementioned warranty period, Frutmac Srl. warrants for 12 months in 1-shift operation.

The warranty does not apply in any case of: operating errors, negligent handling of the machine, improper maintenance or improper repairs, improper programming, absence of the customer's trained personnel.

A further prerequisite for claiming under the warranty is the participation of at least 2 operators, as well as 1 operating technician in a Frutmac training course. The aim of the training is that the customer is able to carry out all ordinary repairs (e.g. belt replacement, replacement suction cups, replacement foam jaws, etc.) himself after the training. In order to avoid interruptions, the customer shall stock the most important spare parts (see recommendation list).

iv. With the exception of damages caused by gross negligence or willful misconduct, the liability of Frutmac Srl. is excluded with respect to indirect damages (e.g. lost profit).

5.3 Warranty for packing materials:

i. The warranty period for packaging materials is twelve (12) months from handover. Insofar as packaging materials are manufactured in accordance with EN13432 (industrial compostability), a shorter warranty period naturally applies, namely six (6) months from handover. The customer is informed and agrees that with respect of the delivery of packaging material, if the defect does not relate to more than one percent (1%) of the delivered units (and is not due to gross negligence), this is physiological and cannot be considered a defect that falls under the legal warranty.

5.4 The customer forfeits the right to warranty if he does not notify the seller of the defects in the form of a written notice of non-conformity with photo documentation and detailed description of the nature of the defects within eight (8) days of discovery. Furthermore, the warranty shall lapse if the customer does not keep any defective products or - upon request - does not return them to Frutmac Srl..

5.5 In the event of notification of a defect in due time, Frutmac Srl. shall be entitled to make subsequent performance at its own discretion and without prejudice to the necessity of accepting the defect. In the event that subsequent performance fails, the customer shall be entitled to a price reduction or to withdraw from the contract.

5.6 With the exception of gross negligence or intent, the liability of Frutmac shall be limited to the warranty in question, in the sense of the aforementioned supplementary performance or to the repayment/reduction of the price; any further obligation for direct or indirect damage, including lost profits, is hereby excluded.

5.7 In the event of replacement of a defective product, the customer is informed that the manufacture and thus handover/delivery/assembly of the replacement goods may take up to 6 months.

Art. 6 – Liability, occupational health and safety, machinery directive

6.1 The Customer is aware that during the installation of a Frutmac machine in its premises (and in general, during service calls), in which Frutmac employees are involved, he is solely responsible for the general coordination of occupational health and safety.

6.2 If the installation is a mechanical installation, the Customer is obliged to check the entirety of the installation with regard to conformity with the Machinery Directive 2006/42/EC.

Art. 7 – Reservation of property

7.1 Frutmac retains title to its products until receipt of all payments arising from the respective contract with the customer.

7.2 In the event of a breach of contract by the Customer, in particular in the event of default in payment, Frutmac shall be entitled to take back its products. The taking back of its products does not constitute a withdrawal from the contract unless this is expressly declared in writing. The seizure of its products by Frutmac shall always constitute a withdrawal from the contract. The customer shall bear the transport costs, customs duties, etc. incurred by the repossession. After taking back its products, Frutmac shall be entitled to realise them; the realisation proceeds shall be credited against Customer's liabilities - less reasonable realisation costs.

7.3 Customer is obliged to treat its products with care; in particular, it is obliged to insure them adequately at its own expense against fire, water and theft at replacement value. If maintenance and inspection work is required on machines, the customer must carry this out in good time at its own expense in accordance with the user manual.

7.4 Customer shall immediately notify Frutmac in writing of any access by third parties, in particular compulsory enforcement measures and other impairments of its property. Customer shall compensate Frutmac for all damages and costs arising from a breach of this obligation and from necessary intervention measures against access by third parties.

8. Applicable law and jurisdiction

8.1 These general terms and conditions and the entire contractual relationship between Frutmac Srl. and the customer shall be governed exclusively by Italian law. The exclusive place of jurisdiction for all disputes is the Court of Bolzano - Italy.

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