

General Supply Conditions for Machines and Systems Mepaline S.r.l.

General notes

- 1.1 Any relationship and/or contract between Mepaline S.r.l. and a customer (hereinafter referred to as the "Customer"), having as its object the design, construction, manufacturing, supply and sale of the machine or the Mepaline S.r.l. system. (hereinafter referred to as the "Plant") will be governed exclusively by these General Supply Conditions.
- 1.2 Any exceptions, modifications and/or additions will be valid only if agreed between the parties and if expressly accepted in writing by Mepaline S.r.l. these conditions remain valid and effective even in the event that Mepaline S.r.l. carries out a supply or service without reservation despite being aware of the divergent or contrary conditions of the Client. The Client recognizes these General Supply Conditions as binding even if his order or correspondence conflict with them or refer to other conditions.
- 1.3 Unless otherwise agreed in writing, the rates/lists in force at Mepaline S.r.l. apply and are effective for the supply of spare parts.
- 1.4 In addition to these General Conditions, each relationship between Mepaline S.r.l. and the Customer will be governed by the Special Conditions indicated in the Order Confirmation of Mepaline S.r.l. In the event of a conflict between the General Conditions and the Special Conditions contained in the offer and/or in the Order Confirmation, the latter will prevail over the General Conditions
- 1.5 These General Supply Conditions are also available on the website www.mepaline.com

2 Sales Contract stipulation

- 2.1 Within the maximum validity period indicated in Mepaline S.r.l. offer, the Client will send in writing (via e-mail or fax with proof of receipt) to Mepaline S.r.l. the purchase order for the Plant. Mepaline S.r.l. will in turn send the Order Confirmation containing the Special Conditions of the contract in writing to the Client (via e-mail or fax with proof of receipt). The contract is considered concluded and, therefore, legally valid, effective and binding for the parties upon receipt by Mepaline S.r.l. of the Order confirmation signed by the Customer.
- 2.2 Any changes and/or additions to the Order Confirmation, proposed by the Client, will be valid only if agreed between the parties and if expressly accepted in writing by Mepaline S.r.l.

3 Scope of Supply

- 3.1 Mepaline S.r.l. is bound to supply the System exclusively as indicated and contained in the order confirmation duly signed by the parties.
- 3.2 Following receipt of the Order Confirmation duly signed by the Client, Mepaline S.r.l. the detailed design of the plant will begin. The Client will collaborate and share with Mepaline S.r.l. the outcome and economic risks deriving from the design of the Plant, providing all the instructions, documentation, and technical support necessary for the execution of the Plant.
- 3.3 Mepaline S.r.l. reserves the right to make, also in the interests of the Client, technical changes to the Plant which lead to improvements. Any price increases or changes in delivery terms will be agreed between Mepaline S.r.l. and the Client.
- 3.4 Any requests from the Client for modifications and/or additions to the design and construction of the Plant, following the conclusion of the contract, must be made in writing. Mepaline S.r.l. reserves the right to accept or decline the Client's requests, subject to verification of the feasibility of the modifications and/or additions. The costs and charges necessary to make the changes and/or additions are the sole responsibility of the Client and will be counted based on the rates in force at Mepaline S.r.l. time to time in force. In any case Mepaline S.r.l. does not consider itself obliged to carry out the Client's requests until the parties have reached a written agreement regarding the consequences and impact that the aforementioned modifications and/or additions have on the delivery deadline and costs.

4 Risk distribution

- 4.1 The Client fully assumes the risk of inefficiency or total or partial lack of quality of the Plant, when it directly or indirectly prescribes third party suppliers, material, accessories, elements, or parts of any nature to be used for the construction of the Plant.

5 Drawings, technical documentation, software

- 5.1 All drawings, technical documentation, illustrations, indications of weights and dimensions of Mepaline S.r.l. they have only indicative value, unless expressly defined as elements forming an integral part of the contract.
- 5.2 The drawings, information and technical documentation relating to the object of the supply, delivered by one party to the other before or after the formation of the contract, remain the exclusive property of the delivering party. The drawings, information and technical documentation received from a party cannot be used for a purpose other than that for which they were delivered. In any case, the receiving party undertakes to consider the drawings, information, and technical documentation confidential as its own commercial secrets.
- 5.3 The Client has the right to use the software, know-how and documentation for the purpose for which they were delivered or transmitted to him, but cannot disclose them to third parties, copy or reproduce them. Any extension or modification of the software by the purchaser requires the prior written approval of Mepaline Srl.

6 Laws, rulings, and norms

- 6.1 The Mepaline S.r.l. plant and complies with the provisions of the country of production and those of the European Union. In any case, the Client is required to report in writing to Mepaline S.r.l. no later than the date of sending the order, the divergent rules and provisions in force in your country. Mepaline Srl makes the requested modifications based on the necessary times and at the expense and risk of the Client, provided that operational safety is guaranteed.
- 6.2 If the Client fails to notify Mepaline S.r.l. deviating rules and provisions in force, must bear the costs of any adaptation work. If the buyer has the adaptation work carried out by third parties, Mepaline S.r.l. liability and guarantee will no longer apply.
- 6.3 In any case Mepaline S.r.l. is not responsible for a defect that the buyer knew or could not ignore at the time the contract was concluded.

7 Price

- 7.1 The price of the system indicated by Mepaline S.r.l. in the Order Confirmation is binding and, except for special agreements regarding the applicable Incoterms clause, all prices are ex works (FCA Mepaline Srl). Packaging, assembly, as well as accessory costs of any kind are excluded. VAT (value added tax) must be added to the price for the respective amount established by law.
- 7.2 Unless otherwise agreed in the offer, the Customer is required to bear the packaging costs, customs duties, taxes, duties of any kind and nature and charges of any kind due in relation to the supply contract and due outside the Country of Production. The Client is required to reimburse any amounts advanced by Mepaline Srl. as payment of the aforementioned charges.
- 7.3 Unless otherwise agreed and specified in the contract and in the Order Confirmation, all expenses relating to letters of credit, bank guarantees, collection, presentation of documents, stamps on bills of exchange and other charges of this nature are borne by the Client.
- 7.4 Under no circumstances will the Customer be able to compensate or reduce the price with any requests for compensation for damages and/or faults and defects of the goods supplied.
- 7.5 Mepaline S.r.l. may request from the Client an increase in the price or an economic participation to cover the major risks affecting the achievement of the result or the percentage of efficiency of the system requested by the Client when circumstances of any nature prevent or make completion extremely difficult and/or more expensive of the Plant.

8 Payment and payment default

- 8.1 Unless otherwise agreed in writing, the price must be paid by the Customer, without any deduction, at the headquarters of Mepaline S.r.l. in the legal tender currency in that location and in compliance with the following conditions: 40% as a deposit, to be paid at the same time as the purchase order by the Customer, 50% as notice of goods ready for FCA collection at our premises. Val della Torre (10040 - TO) plant; 10% as balance to be paid at the time of the final acceptance test of the System at the Client's factory. In case of partial deliveries, partial payments will be due in relation to the goods available for shipment.
- 8.2 The delay in payment of the price or part of it by the Client will give rise to the right of Mepaline Srl to suspend its services and will also lead to the charging of interest on the unpaid sums in an amount equal to the bank rate in force increased of three percentage points, starting from the scheduled payment deadline and without the need for any request to this effect from Mepaline S.r.l.
- 8.3 If the delay in payment of the price or part of it exceeds 30 days, the Client, without prejudice to the default interests referred to above and the right of Mepaline S.r.l. to suspend its services, will pay Mepaline S.r.l. a penalty equal to 0.5% of the price of the System for each week of delay. In any case, Mepaline S.r.l. right remains intact. to terminate the contract, by simple written communication to the Client, and to demand from the latter in addition to the interest accrued, the penalty referred to above and the advances paid, the payment of the balance of the price of the Plant, in addition to compensation for the any damage suffered.

- 8.4 If Mepaline becomes aware of a substantial worsening of the economic situation of the Client, or if prejudicial elements of any nature are detected against the same, it may demand full advance payment, request advance payments or guarantees, or it will have the right to terminate the contract and withhold the advance payments received from the Client as compensation for the service or part of it already performed, without prejudice to the request for compensation for any damage suffered.
- 8.5 The Client is not permitted to withhold payments or offset any counter-performance by Mepaline S.r.l. nor claim any lien rights on the Facility.
- 8.6 Downpayments are not subject to interest; and they are not penalties the deposit of which authorizes the buyer to withdraw from the contract, except as provided for in art.15.1.
- 8.7 If in credit transactions, the buyer does not honor his installment payments at the agreed deadlines, the entire residual debt will become immediately due.
- 8.8 The Client is required to pay in full the amounts relating to the modifications and/or additions referred to in art. 3.4 of these conditions on the basis of the tariffs in force at Mepaline S.r.l., in force from time to time and according to the methods indicated above.
- 9 Retention of Property Title
- 9.1 Mepaline S.r.l. retains ownership of the Plant until full payment of all due credits deriving from the contract stipulated for the Client. The Client undertakes to issue upon request a document proving the retention of title and to deliver it to Mepaline S.r.l. In case of non-payment of the agreed price or part of it Mepaline S.r.l. has the right to demand the return of the Plant already in possession of the Client.
- 9.2 If the Client does not demonstrate that he has taken out insurance to guarantee the System against theft, breakage, fire, damage caused by water and more, Mepaline S.r.l. is authorized to do so. In this case the Client is required to reimburse Mepaline S.r.l. the amounts paid as insurance premiums.
- 9.3 The Client cannot pledge the object of the supply nor transfer ownership as a guarantee. The Client is required to immediately inform Mepaline S.r.l. in the event of enforcement procedures, seizures, seizures, or other measures by third parties or authorities.
- 9.4 The Client until the credit claimed by Mepaline S.r.l. is fully repaid, does not have the right to resell the item of supply unless expressly authorized by Mepaline S.r.l. In this case the Client will assign with recourse in favor of Mepaline S.r.l. the credit due from the third-party purchaser or the part of the credit equal to the residual price of the Plant.
- 9.5 In case of violation by the Client of the obligations contained in this article, the contract is considered terminated with immediate effect with the consequent right of Mepaline S.r.l. to demand the return of the Plant and to retain the advance payments received as a penalty in addition to the right to request compensation for damages.
10. Risk swap
- 10.1 The transfer of risk of the Plant will be established by the parties in the Order Confirmation. Unless special agreements are made, in the absence of a written agreement, regarding the applicable Incoterms 2010 clause, the risk of deterioration and accidental deterioration, as well as damage caused by or to the Plant, passes to the Client at the moment in which it is communicated by Mepaline S.r.l. that the Plant is made available to the Client, at the Mepaline S.r.l. factory. This also applies to partial deliveries and if delivery is delayed at the request of the Client or for other reasons not attributable to Mepaline S.r.l.
- 10.2 From the moment of transfer of risk as determined by art. 10.1, the Customer will have to ensure the objects of the supply, which will be deposited by Mepaline S.r.l. until the start of shipment. on behalf, at the risk and peril of the Client.
- 10.3 The loss or deterioration of the system occurring after the transfer of risks to the Client does not release the latter from the payment of the price.
- 10.4 The objects of supply must be taken over by the Client even if they have defects, without prejudice to the rights in favor of the Client deriving from the guarantee referred to in the art. 14 of these conditions.
- 10.5 Upon arrival at the place of destination, the Customer must examine the packaging, the Plant, take custody of the documents and immediately communicate in writing to Mepaline S.r.l. any recognizable defects, under penalty of losing the right to take advantage of a defect. If the Client fails to do what is specified, the supply will be considered approved with regard to conditions and completeness.
- 10.6 Should the packaging be damaged, the Customer must take all necessary measures to prevent further imminent damage or to limit any damage that has already occurred.
- 10.7 As a result of the transfer of risk, the Customer becomes custodian of the object of supply. The Client will therefore be responsible for all damages that may arise or be caused by the System to itself or to third parties.
11. Terms and Conditions of Delivery
- 11.1 The delivery term will be established by the parties in the Order Confirmation.
- 11.2 Observation of the delivery deadline presupposes that all commercial, administrative and technical aspects have been defined and agreed upon by the contractors and that the Client has fulfilled the obligations it is required to fulfill including the presentation of the necessary administrative and technical documentation, authorizations commercial administrative matters and the payment of the amount due or the issuing of a payment guarantee in accordance with the contractual provisions.
- 11.3 Mepaline S.r.l. is bound to respect the delivery deadline only on the condition that the Client has fulfilled all obligations arising from contracts already in place with Mepaline S.r.l. If the Client is late in fulfilling its obligations, the deadline will be extended accordingly.
- 11.4 If shipping or production is delayed attributable to the Customer or if the Customer fails to collect the System from the Mepaline S.r.l. factory, no later than 15 days from the date of communication referred to in the art. 11.1, the Customer will be charged for the cost of storing the System in an amount equal to €150.00 for each day of delay. In any case, failure to collect or illegitimate refusal by the Client allows Mepaline S.r.l. the right to terminate the contract, retain the advance payments already received, demand full payment of the balance of the supply price and consider themselves free to sell the object of the supply to third parties.
- 11.5 The delivery term is adequately extended in the event of impediment due to force majeure and unforeseeable circumstances and when events occur outside the sphere and control of Mepaline S.r.l. regardless of whether they are carried out at Mepaline S.r.l., the Client or third parties. Impediments of this type are considered, for example, epidemics, mobilizations, war events, riots, trade union unrest, natural events during operations, institutional measures, import, export and transit bans, etc. The resulting consequences and costs will be shared in proportion to the damage suffered by each party. The beginning and end of impediments due to force majeure will be communicated by Mepaline S.r.l. to the Client as soon as possible.
- 11.6 The delivery term is also subject to an extension in the event of strikes, lockouts or trade union conflicts, even if these circumstances occur at third parties or subcontractors. Furthermore, the delivery term is extended in relation to the period necessary to make the modifications, variations and/or additions to the System as indicated in the articles. 3.3, 3.4, and 4.1 of these conditions. In any case, partial performances and deliveries are permitted.
- 11.7 Considering what is contained in the articles. 3.2, 3.3 and 4.1 of these conditions, in case of delay in delivery the parties will agree on a new deadline by extending the previously agreed one. If extensions of at least 20 weeks from the deadline for delivery have been agreed and if the performance of Mepaline S.r.l. is, upon expiry of the extension period, totally impossible due to fraud or gross negligence on the part of the same, the Client is granted the right to withdraw from the contract. In any case, any compensation, payment of indemnity or compensation for direct and indirect damages connected to the delay in delivery remains excluded.
- 11.8 Any contractual penalty, indemnity, or compensation for late deliveries by suppliers of Mepaline S.r.l. is also excluded. or third-party suppliers indicated and prescribed by the Client.
12. Material, Installation and Commissioning
- 12.1 In order to allow the setup of the Plant and a complete and correct carrying out of the processing tests, the Client must provide all the necessary elements and raw materials according to the drawings attached in the Order Confirmation.
- 12.2 The supply by the Customer of the aforementioned material must take place ex Mepaline S.r.l., Incoterms 2010 DDP- Delivered Duty Paid.
- 12.3 The delivery dates of the material will be established by Mepaline S.r.l. in the Order Confirmation, in the specifications of the works to be carried out or in the communications sent during the execution of the Plant. For each week of delay in the delivery of the aforementioned material by the Client, Mepaline S.r.l. will be entitled to delay the completion of the System by at least 4 weeks.
13. Test run and Acceptance Test
- 13.1 The system is carefully checked by Mepaline S.r.l. during its execution. Particular checks requested by the Client during processing at Mepaline S.r.l. must be agreed in writing and paid for by the Client.
- 13.2 In the absence of other agreements, it will be carried out at Mepaline S.r.l. a first testing of the System which will concern the verification of the correspondence of the specifications requested by the Client. The scheduled date for the testing will be communicated to the Client in order to allow him to assist you. At the end of the testing, a System Conformity report will be signed by both parties which will be equivalent to acceptance of the System by the Client.
- 13.3 Mepaline S.r.l. will proceed with a second test, unless otherwise agreed between the parties, at the end of the assembly of the System at the Client's premises, consisting of verifying the correct execution of the assembly and commissioning of the System. The Client will have to prepare everything necessary for the regular carrying out of the testing on the established date. At the end of the testing, a report of conformity of the Plant will be signed by both parties which will be equivalent to definitive acceptance and taking charge of the Client of the Plant and of the process carried out by it.
- 13.4 The testing must be considered to have been carried out with a positive outcome, with consequent acceptance of the System by the Client if: a) the Client attends the testing, in the event of no specific dispute in writing in the test report of any essential defects of the Plant, during or immediately after testing or commissioning; b) the Client declares that he does not wish to attend the testing, or in

any case does not attend; c) the Client proceeds with commissioning without reservations; d) the Client does not allow commissioning to be carried out within 30 days of completion of assembly or installation.

13.5 Unless otherwise agreed, both tests, in addition to what is provided for in the previous provisions, are carried out according to the methods and in compliance with what is contained in the "Machine testing procedure" and "Assembly conditions" conditions of Mepaline S.r.l.

13.6 If the test has a negative outcome, Mepaline S.r.l. will remedy the defects resulting from the test report within a reasonable time. The test will be repeated and will be held with the same methods and consequences as the first within a reasonable time. Any repetition of the test will have as its sole object the verification of the specific defect of the system resulting from the previous test report. In any case, the Client will not have the right to dispute the existence of defects outside the scope of the second test. The same methods provided above will apply to any tests or checks subsequent to the second one but with the more limited scope resulting from the previous test report.

14. Guarantee, Duration, Claims

14.1 The warranty period is 12 months starting from the date on which it is communicated by Mepaline S.r.l. that the Plant is made available to the Client at the Mepaline S.r.l. plant. The same warranty period also applies in cases where shipping, testing or assembly are delayed for reasons not attributable to Mepaline S.r.l.

14.2 For supplies and services from third parties, including those prescribed by the Client, Mepaline S.r.l. responds exclusively within the limits, times and according to the warranty conditions of the third-party suppliers or sub-suppliers.

14.3 For replaced or repaired parts, the warranty period lasts 12 months and starts from the replacement, conclusion of the repair or testing of the same, provided that the original warranty term does not have a longer residual duration.

14.4 The Client, upon taking delivery of the Plant, must immediately report in writing to Mepaline S.r.l. faults and defects detected or discovered, under penalty of forfeiture of the right to the guarantee.

14.5 With the exclusion of further claims, until the end of the warranty period and if the complaint is justified, Mepaline S.r.l. undertakes to repair and replace, at its discretion and within a reasonable time, the components of the supply that are defective or unusable due to demonstrable defects in the materials, construction or execution. The Client must grant Mepaline S.r.l. the time necessary to carry out all the interventions it deems appropriate and aimed at eliminating defects. Otherwise Mepaline S.r.l. is not responsible for the resulting consequences. In urgent cases that present a safety risk and in order to prevent very serious damage, the Client may proceed to eliminate the defects following immediate communication and consent of Mepaline S.r.l.

14.6 The costs of verifying the defect and installing spare parts as well as travel expenses for Mepaline S.r.l. personnel due to support interventions by the Client are borne by Mepaline S.r.l. if it is found that the defect is attributable to it. If, however, it is not found that the defect is attributable to Mepaline S.r.l., the costs of verification and staff travel will be the sole responsibility of the Client.

14.7 The Customer loses the right to the guarantee and to demand the supply of replacement or spare parts where it is impossible for him to return the defective ones in the same conditions in which he received them. The replaced parts become the property of Mepaline S.r.l.

14.8 Mepaline S.r.l. assumes no responsibility with consequent exclusion of the guarantee for the actions of the Client or third parties and in particular: inappropriate, improper and negligent use, incorrect installation or commissioning or carried out by third parties, failure to observe the instructions for use and the standards safety, natural wear and tear, non-regular maintenance, and non-use of original Mepaline S.r.l. spare parts, inadequate operating means or materials, inadequate buildings or systems where the object of the contract is located, chemical, electronic or electrical influences. Furthermore, the guarantee for all defects and vices not attributable to Mepaline S.r.l. is excluded. and not attributable to faulty construction or imperfect workmanship.

14.9 Suitability for a particular purpose or the promise of a particular performance are only valid if contractually guaranteed. For the purposes of identifying the quality of the essential elements of the Plant, only what is described in the Order Confirmation signed by the parties is valid.

14.10 As indicated in the art. 3.4 of these conditions Mepaline S.r.l. is not liable for lack of quality, inefficiency, faults and/or defects of the Plant deriving from drawings, projects, information, documentation, materials, semi-finished products, accessory elements, or tools supplied and requested by the Client or coming from suppliers or sub-suppliers indicated and desired by the Client.

14.11 In any case Mepaline S.r.l. is not required to compensate for any direct and indirect damages connected to defects and vices even if they affect the essential qualities or make the system completely suitable for the intended use, without prejudice to the obligation of Mepaline S.r.l. in case of willful misconduct or gross negligence as governed by the provision contained in the following art. 15.4

15. Withdrawal, Termination and Compensation for Damages

15.1 The Client may withdraw from the contract only and exclusively if he provides evidence that the performance of Mepaline S.r.l. is impossible due to willful misconduct or gross negligence on the part of Mepaline S.r.l. In case of contravention by the Client of the previous paragraph and if without justified reason and of his own volition the same withdraws from the contract or cancels the order sent, Mepaline S.r.l. will have the right to withhold the advance payments received as compensation for the activity and for the part of the service performed, to demand payment of the remaining price of the Plant as a contractual penalty and to request compensation for the damages suffered.

15.2 If it is simultaneously recognized by both parties that the system totally lacks the promised qualities as described and indicated in the Order Confirmation or those essential qualities that make it completely unsuitable for the use for which it is intended, the Customer has the right to terminate the contract. However, the Customer loses the right to request termination of the contract if he has not asserted it within a reasonable time starting from the moment in which the delivery took place or in compliance with the reporting deadline referred to.

15.3 Consequent to the resolution referred to in this art.15.2, the Customer is required to return the object of the supply and its accessories in a substantially identical state to that in which it received them. Only in this case will he be entitled to a refund of the advance payments made, excluding the increase in interest. It remains the case that the parties decide by consensus on a compensatory replacement, provided that it is achievable taking into account the circumstances, with consequent payment by the Client of the difference between the price of the supply subject to termination and that of the replacement, plus related charges and ancillary costs. In any case, any request for compensation, payment of indemnity or compensation for direct and indirect damages connected to or deriving from the lack of the promised or essential qualities is excluded both in the hypothesis that the Client acts for the termination of the contract and for the fulfillment or compensatory substitution.

15.4 Unless otherwise agreed in the Special Conditions of the Order Confirmation, all cases of contractual breach and the related legal consequences as well as all the rights of the Client, regardless of the legal reason for which they are asserted, are definitively regulated in the "General Conditions of Supply for Machines and Plants". In particular, all rights to compensation for damages, price reduction, withdrawal, termination and termination of the contract which are not expressly mentioned in the aforementioned conditions are excluded. Under no circumstances does the Customer have the right to compensation for any damage resulting from the suspension of production, loss of enjoyment, loss of orders, loss of profit and other direct or indirect damages.

15.5 Any contractual and non-contractual liability of Mepaline S.r.l. is excluded. unless the aforementioned is due to fraud or gross negligence. Any compensation to which Mepaline S.r.l. for any damage proven by the Customer, it cannot exceed an amount equal to 5% of the price of the System as indicated in the Order Confirmation. The Client accepts that the payment of compensation will be made in a deferred manner, through the payment of no. 5 bimonthly instalments, each amounting to 1/5 of the amount determined within the limit indicated above.

15.6 Any liability of Mepaline S.r.l. is excluded. for the act committed by the auxiliary staff. Regarding liability for damage caused by products Mepaline S.r.l. will respond according to the terms and conditions established by Italian law in force at the time of the event.

16. Intellectual and Industrial Property, Trademarks and Patents

16.1 Any result that is achieved during the design, execution, assembly, and/or maintenance of the Plant, even if achieved with means, tools, drawings, designs, supplied by the Client and will remain the exclusive property of Mepaline S.r.l. which will exclusively claim all paternity rights and patrimonial rights over them.

16.2 The Client is not authorized to use and/or have third parties use the trademarks, patents, names or other distinctive signs of Mepaline S.r.l. undertakes not to register, nor to have registered in the State in which it has its headquarters or elsewhere, trademarks, patents, names or other distinctive signs that are similar or confusingly similar to those of Mepaline S.r.l.

16.3 The Client will inform Mepaline S.r.l. of any violation of trademarks, patents, names or distinctive signs or of any other intellectual and/or industrial property right of Mepaline S.r.l. of which he became aware.

16.4 Mepaline S.r.l. is authorized to adequately reject or otherwise settle claims or infringements by third parties out of court or in court. If necessary, the Client is required to grant power of attorney to Mepaline S.r.l. and to intervene in court at his own expense to protect the interests of Mepaline S.r.l.

17. Environmental Safety and Operational Safety

17.1 The Client undertakes to follow the instructions for use and safety warnings supplied with the Plant and to train its personnel adequately, so that the safe and ecological operation of the Plant is constantly guaranteed. The Client is required to confirm in writing to Mepaline S.r.l. receipt of the instructions for use and safety regulations.

17.2 Safety regulations and danger signs posted on machines cannot be removed. Signs bearing warnings that are not correctly fixed or damaged must be replaced immediately. Mepaline S.r.l. undertakes to replace such signs at any time and in an adequate number at the Customer's expense and care if they become unusable. At the request of Mepaline S.r.l. the Client is required at all times to accept and comply with any improvements made to the safety instructions.

17.3 Technical modifications to the machines, in particular if they compromise the safety of personnel or the environment, can only be carried out with the prior written consent of Mepaline S.r.l. In the absence of such consent, such changes must be eliminated immediately.

17.4 The Client is required to immediately inform Mepaline S.r.l. in the event that an accident occurred on the System or if its operation was dangerous.

17.5 In the event of failure by the Client to comply with any of the aforementioned obligations for environmental protection and operational safety, the latter is required to keep Mepaline S.r.l. harmless. from any obligation to pay compensation for damages towards third parties.

18. Validity and Effectiveness of Documents

18.1 The Order Confirmation duly signed by the parties constitutes the definitive contract having legal effect for the same. These "General Supply Conditions for Machines and Systems" as well as the "Spare Parts Supply Conditions", the "Assembly Conditions" and the "Machine Testing Procedures" constitute in any case an integral part of the Order Confirmation. Any further documentation attached to the Order Confirmation (work execution specifications, drawings, and so on) constitutes an integral part thereof when signed by the parties.

18.2 If a clause contained in the Order Confirmation stipulated between the parties as a provision of these conditions and those indicated above is found to be completely or partially void, contrary to mandatory regulations or contains gaps, without prejudice to the validity of the other provisions, the parties will replace it with one that is possibly the same in terms of legal and economic effect and which comes closest to the objectives pursued by the contract and the conditions themselves.

19. Applicable Law and Competent Court

19.1 For all relationships between Mepaline S.r.l. and the Client in relation to the contract, to its execution, interpretation, modification and its effects, exclusively Italian law applies.

19.2 The exclusive jurisdiction is that of the headquarters of Mepaline S.r.l.: Turin - Italy

By accepting the Order Confirmation, these General Supply Conditions for Machines and Plants are also deemed to have been accepted.

Val Della Torre, October 15th, 2023