



## GENERAL CONDITIONS OF SALE AND SUPPLY



### **FPZ S.p.A.**

Via F.lli Cervi, 16 - 20863  
Concorezzo (MB) - Italia  
+39 039 690981  
C.C.I.A.A. n°REA MB1853416  
Capitale Sociale € 600.000,00 i.v.  
C.F. 05933070962  
PIVA IT05933070962



### **Doseuro S.r.l. a socio unico**

Via G. Carducci, 141 - 20093  
Cologno Monzese (MI) - Italia  
+39 02 27301324  
C.C.I.A.A. n°1151069 Trib. Monza n°26411  
Capitale Sociale € 98.126,81 i.v.  
C.F. 07259800154  
PIVA IT00852970961



### **Arivent Italiana S.r.l. a socio unico**

Via Napoli, 45 - 20813  
Bovisio Masciago (MB) - Italia  
+39 0362 590736  
C.C.I.A.A. n°951510 Trib. Monza n°12972  
Capitale Sociale € 50.960,00 i.v.  
C.F. 03331410153  
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## 1. Definitions.

In addition to the terms and expressions set out in these general conditions of sale and supply, the terms and definitions listed below with a capitalised first letter shall each be taken as having the meaning ascribed in this Article:

- **Purchaser/s**: indicates the company and/or party whose Purchase Order or Supply Order has been accepted by the Vendor with an Order Confirmation;
- **Catalogue**: indicates the list of Products, containing the technical and commercial descriptions of each, and which the Companies reserve the right to amend and/or update at any time;
- **Client**: indicates the company and/or party that has requested a quote or submitted a Purchase Order or Supply Order;
- **Code of Ethics**: indicates the document which collates and outlines the principles of conduct which the Companies deem essential in performing tasks required to pursue official objectives, whether internally or in relationships with external parties;
- **Detailed Testing**: indicates the check requested by the Purchaser and carried out on the Vendor's premises, allowing its technical staff to certify the proper operation of the Products involved in the sale/supply;
- **General Conditions**: indicates these contractual conditions;
- **Order Confirmation**: indicates the written communication with which the Vendor definitively accepts or changes the Order, containing definitive details of the Order. It is sent to the Client, who from that moment onwards becomes the Purchaser;
- **Confirmation of Order Cancellation**: a written communication sent to the Client via e-mail with which the Vendor accepts the cancellation request;
- **Technical Documentation**: indicates any document, form, drawing or project containing information or technical, technological, manufacturing or process-related specifications regarding the Products or their design, manufacture or customisation;
- **Working Days**: indicates the days of the week from Monday to Friday, excluding midweek bank holidays, and closures established internally by the Companies;
- **Confidential Information**: indicates the technical Documentation, or any information, concerning the Products, their design, manufacture or customisation;
- **Instructions**: any information, however communicated in writing or orally by one Party or its group companies, agents or third party contractors (or those of its group companies) ("Disclosing Party") to the other Party, any of its group companies, agents or third party contractors (or those of its group companies) ("Receiving Party" or "Recipient") or Technical Documentation;
- **Order**: indicates either Purchase Order or Supply Order confirmed by the Vendor after the Order Confirmation has been sent;
- **Purchase Order or Supply Order**: indicates the written order whereby the Purchaser asks the Vendor to sell or supply Products;
- **Parties**: jointly indicates the Vendor and Purchaser;
- **Price**: indicates the final price indicated by the Vendor in the Order Confirmation;
- **Product/s**: indicates all the goods produced, supplied or sold by the Companies;
- **Companies**: indicates the following companies



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- **Arivent Italiana S.r.l.**, with headquarters in Bovisio Masciago (MB), via Napoli 45 (road), Tax Code no. 03331410153 and VAT no. 00748610961, economic and administrative index (REA) no. MB - 951510, in the person of the *pro tempore* legal representative Sergio Ettore Ferigo;
  - **Doseuro S.r.l.** with headquarters in Cologno Monzese (MI), via Carducci 141 (road), Tax Code 07259800154 and VAT no. 00852970961, economic and administrative index (REA) no. REA MI - 1151069, in the person of the *pro tempore* legal representative Sergio Ettore Ferigo;
  - **FPZ S.p.a.** with headquarters in Concorezzo (MB), via Fratelli Cervi 16 (**road**), Tax Code and VAT no. 05933070962, economic and administrative index (REA) no. MB - 1853416, in the person of the *pro tempore* legal representative Sergio Ettore Ferigo;
- **Payment Terms and Methods:** indicate the payment deadlines and methods for the Price stipulated by the Vendor and indicated in the Order Confirmation;
  - **Approval test:** indicates the in-house Product testing carried out by the Vendor's technical staff on its own premises;
  - **Vendor:** indicates each of the Companies, namely Arivent Italiana S.r.l, Doseuro S.r.l. and FPZ S.p.a. considered individually, in their capacity as vendors and/or suppliers of the Products.

## 2. Application and validity.

- 2.1** All the commercial relationships of the Companies, and contracts for the sale or supply of Products in Italy and abroad, which are stipulated between the Companies and the Purchasers, are governed solely by the following General Conditions.
- 2.2** The General Conditions constitute an integral and essential part of any offer, quote, Purchase Order, Supply Order, Order Confirmation, contract and any other specific sale or supply agreement entered into by the Companies, without need for express reference to them.
- 2.3** The General Conditions can be consulted on the websites of the Companies [www.arivent.it](http://www.arivent.it), [www.doseuro.com](http://www.doseuro.com) and [www.fpz.com](http://www.fpz.com). Approval of said Conditions, together with specific approval of clauses requiring double signature as per article 1341 et seq. of the Civil Code, shall be indicated with the Client's signature at the foot of the document, or using computerised means.
- 2.4** In signing the General Conditions, the Client not only accepts these General Conditions in full, but also undertakes to observe them in all relations it holds with the Vendor. It confirms that it is also familiar with, and accepts, the further information given on the Website, in the Code of Ethics and the Privacy Policy governing the processing of personal data, as described in point 20 to follow.
- 2.5** Failure to sign the General Conditions or the Purchase/Supply Order sent by the Client shall result in it being deemed invalid.
- 2.6** The General Conditions accepted by the Client are deemed valid and effective for 5 (five) years from the date of signing and on the expiry date shall be automatically renewed for the same period, unless notice of termination is sent in writing to the Vendor by e-mail or by registered mail with return receipt or by courier with proof of delivery within 6 (six) months before the expiry date.
- 2.7** The General Conditions replace any prior agreement, understanding or previous version of the general conditions differing from those indicated herein. If the Client/Purchaser should subsequently send documents containing purchase or supply conditions amending or differing from those contained herein, they shall not be considered departures from these General Conditions unless expressly approved by the Vendor in writing, in accordance with the following point.



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- 2.8** Any departure from these General Conditions shall only apply if it is the subject of a specific written agreement signed by the Parties concerned. Any amendments, additions or changes to the Contract proposed by the Client shall only be valid and come into force when confirmed by the Vendor in writing; failure to do so shall result in the General Conditions remaining valid and effective between the Parties.
- 2.9** Any change or alteration made during the sale or supply process, with a written agreement between the Parties, shall not nullify the validity of these General Conditions, and may only serve as a specific departure from the individual provisions contained herein.
- 2.10** The Vendor reserves the right to unilaterally change the General Conditions at its own discretion; it shall give advance notice of any such changes in writing, thereby entitling the Client to withdraw within 3 (three) days of notification.
- 2.11** The specific agreements contained in the Order Confirmation are special conditions stipulated by the Parties. Where they should be at odds with the General Conditions, the former shall prevail.

### **3. Order procedure.**

- 3.1** In order to initiate the Order procedure, the Client can ask the Vendor to submit a quote for the Products of interest, or submit a Purchase or Supply Order directly to the Vendor. Alternatively, it can request a bespoke offer with a technical quotation for customised projects, indicating the Product of interest if it is listed in the Vendor's website/Catalogue, and the specific technical characteristics to be customised.
- 3.2** Any quotes for Products are sent by the Vendor in writing to the Client's e-mail address, and shall be valid for the duration indicated in the relevant bid or quote.
- 3.3** The quotes must contain the description of the requested Product/s, the exact quantity required, the alphanumeric reference code from the Catalogue (where available), a summary of the terms and conditions of packaging, delivery and transportation, payment terms and methods, warranty conditions and period of validity of the offer, as well as any further requests.
- 3.4** Where present, the Technical Documentation constitutes an integral and essential part of the Purchase or Supply Order.
- 3.5** During the quotation request phase, the Client shall in any case bear all responsibility for ensuring the data inserted and released to the Vendor are truthful and correct.
- 3.6** The Vendor reserves the right to make any changes to its Products at its own discretion and at any time, including after the sales quote has been sent out. If it should make any substantial changes, the Vendor shall inform the Client in writing.
- 3.7** If it accepts the quotation received from the Vendor, the Client must send the Purchase or Supply Order to the Vendor. In the case of a request for a technical quote, the Vendor may ask the Client to specifically accept the definitive technical design.
- 3.8** Purchase or Supply Orders, along with any changes and/or additions the Client should wish to make, must be drafted in writing.

### **4. Order confirmation and conclusion of the contract.**

- 4.1** Under no circumstances may any damages, delays or inconvenience be attributed to the Vendor where it is linked and/or attributable to incorrect and/or inaccurate data supplied on filling out and sending the quote request.
- 4.2** On receiving the Order, the Vendor processes it, checking that the Products indicated therein, and the deadlines for sale/supply, correspond with the Vendor's sales quote, or that the Products



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indicated correspond with those in the Vendor's Catalogue, or with those of the customised design, or indeed that they are actually available.

- 4.3** Generally speaking, all the Products listed on the Vendor's website and catalogue can be ordered. If, however, the Products requested by the Client should prove momentarily unavailable or out of production, the Vendor shall inform the Client promptly.
- 4.4** In any case, the Vendor is wholly entitled not to confirm the Order for any reason whatsoever, without any obligation to provide a reason. The Vendor may under no circumstances be held responsible for the temporary or permanent non-availability of one or more Products.
- 4.5** Acceptance of the Purchase or Supply Order is subject to the written approval of the Vendor, which is given by sending out the Order Confirmation in the least possible time. The Vendor can issue the Order Confirmation, reserving the right to check the technical documentation and/or upon definitive approval of the technical design by the Client. Once successfully checked or approved, the definitive Order Confirmation is issued. In any case, until such time as the definitive Order Confirmation has been issued by the Vendor, the Client cannot consider the Purchase or Supply Order as accepted. The Order Confirmation contains a summary of all the information and specifications already set out in the sales quote, as well as the tax details of the Vendor and Purchaser, details of the Price and the Payment Terms and Methods, along with packaging conditions, costs and timeframes for dispatch, delivery and transportation.
- 4.6** The Price indicated in the Order Confirmation is deemed definitive, except in cases where the Vendor experiences an increase in the cost of raw materials. In such cases, if the change in costs of raw materials result in the following:
- an increase in the Price up to 5% (net of VAT), the Vendor is obliged to inform the Purchaser in writing, which henceforth states that it accepts the applied increase;
  - an increase in the Price over 5% (net of VAT), the Vendor must inform the Purchaser in writing, who can decide to confirm or cancel the Order via written notification to be sent to the Vendor within a maximum of 3 (three) Working Days from receipt of the Vendor's notification of the new Price. Failure to do so shall result in the increase, as notified to the Purchaser, being deemed tacitly accepted by the Purchaser.
- 4.7** Orders definitively confirmed only include that which is explicitly stated in the definitive Order Confirmation issued by the Vendor.
- 4.8** The Purchaser is responsible for checking all the details and information contained in the Order Confirmation. Should no written objection be raised within 24 (twenty-four) hours of receipt thereof, they shall be deemed confirmed and accepted by the Purchaser.
- 4.9** The Contract is deemed as concluded by the Parties 24 (twenty-four) hours after the definitive Order Confirmation is sent.

## 5. Change and cancellation of orders.

- 5.1** The Purchaser can send a written request to amend the Purchase or Supply Order prior to, and no later than, the moment when the Vendor sends the definitive Order Confirmation without reservations as per point 4.5.
- 5.2** The request to change the Purchase or Supply Order shall only be deemed valid if made in writing. It must make reference to the quote request being modified, and should specifically state the change being made. It must be sent via e-mail to the Vendor no later than the deadline stated in the previous point.



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- 5.3** An Order processed and confirmed with the relevant Order Confirmation without reservation can no longer be modified by the Purchaser unless expressly agreed by the Vendor.
- 5.4** Any requests made by the Purchaser to change the Order shall not be deemed binding for the Vendor, who may accept or reject them without prejudice to the original Order, and without this entitling the Purchaser in any way whatsoever to compensation for damages or indemnity.
- 5.5** The change request may only be deemed accepted and approved by the Vendor if the latter issues a further Order Confirmation detailing the requested change to the Order.
- 5.6** In the event that, when cancelling an Order, corresponding payment has already been made, whether wholly or in part, Customer Service must be contacted to initiate the refund procedure, notwithstanding the Vendor's entitlement to withhold amounts by way of compensation.
- 5.7** If, for any reason whatsoever, the Purchaser should decide to cancel an Order once the Order Confirmation has already been sent out, it shall automatically be obliged to pay an amount of between 5% and 100% of the Price, to be established on a case-by-case basis, at the Vendor's discretion.

## **6. Invoicing and product's ownership retention.**

- 6.1** Having fulfilled the Order procedure described under point 3, the Products supplied by the Vendor are delivered to the carrier as described under subsequent point 8 and an invoice is issued, as well as being sent to the SDI code or certified e-mail address of the Purchaser or, for foreign companies, sent in advance via e-mail and/or ordinary post or courier.
- 6.2** Once loaded, the Purchaser takes responsibility for all the risks associated with the Product, whilst ownership rights are retained by the Vendor, in accordance with and for the purposes of articles 1523 et seq. of the Civil Code, until such time as the balance of payment for each product has been received from the Purchaser.

## **7. Payment of the Price.**

- 7.1** All the invoices must be paid by the Purchaser within the deadline indicated in the Order Confirmation.
- 7.2** Unless otherwise indicated, the Price is as indicated in the Order Confirmation. It is given in Euro and is understood to exclude VAT, and to include standard packaging costs. Any extra special packaging, transportation and insurance costs are not included; nor are any further charges incurred for delivery as per subsequent point 8.
- 7.3** Any duties, taxes, levies and/or customs taxes, and any amount due for import/export of Products involved in the sale/supply are always excluded from the Price, and shall be borne entirely by the Purchaser.
- 7.4** The payment Terms and Methods are those specified in the Order Confirmation.
- 7.5** Regardless of the payment means used, the Purchaser's payment obligation is not deemed fulfilled until the entire Price has been made over, along with any charges and/or ulterior costs payable by the Purchaser.
- 7.6** If the Purchaser should fail to make payment in keeping with the agreed Terms and Methods, it will be obliged to pay interest for overdue payment. This is calculated at the rate in force at the time of the payment deadline, from the day on which payment was due until the date on which the sum is actually paid, in accordance with legal provisions and without the need to give notice of default.
- 7.7** Failure to pay the Price and additional charges/costs, or any delays to said payment, for any reason whatsoever, shall entitle the Vendor, without prejudice to any further action and the right to receive



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compensation for any damages, to demand advance payment for Orders already processed and invoiced, and/or to suspend or cancel any other Orders being processed. This shall not entitle the Purchaser to make any demands for refunds, compensation or suchlike, notwithstanding in any case the Purchaser's obligations.

- 7.8** Payment of the Price may never be suspended or delayed by the Purchaser, for any reason, even in the event of complaints or disputes, also in accordance with article 1462 of the Civil Code, nor indeed in cases of force majeure.

## **8. Collection and transportation.**

- 8.1** In accordance with and for the purposes of article 1510, paragraph 2 of the Civil Code, the Vendor fulfils its obligation upon delivery of the Product to the carrier or courier.
- 8.2** Unless otherwise specifically agreed by the Parties and inserted in the Order Confirmation, all the Products made by the Companies are sold/supplied *ex works* (Incoterms 2020). As a result, all transportation costs and relevant responsibilities shall be understood as to be borne by the Purchaser.

## **9. Non-fulfilment of the Contract.**

- 9.1** The Vendor reserves the right, subject to notification in writing, to suspend compliance with its contractual obligations where circumstances show that the Purchaser is not able to fulfil its own obligations.
- 9.2** The Vendor reserves the right to terminate the contract as per art. 1456 of the Civil Code, at any time and with immediate effect, in the case of the non-fulfilment of the Purchaser. It shall do so by giving the Purchaser written notification thereof and in the event of one of the following events occurring: a) the Purchaser is declared insolvent and/or files for insolvency proceedings, even minor, bankruptcy or over-indebtedness; b) a measure taken by a public authority leads to the dissolution, liquidation and/or cancellation of the Purchaser's firm or individual company, or in the event of the death of the Purchaser, if the latter is a physical person or freelance professional; c) the Purchaser directly or indirectly carries out any deed or behaviour which (at the sole discretion of the Vendor) it considers a potential threat of its own interests or reputation; d) the Purchaser breaches the exclusive rights or confidentiality obligations stated in paragraphs 18 and 19; e) the Purchaser breaches the Code of Ethics mentioned in Article 21.
- 9.3** In the event of non-fulfilment by the Purchaser, even if only partial, and of the failure to respect the Payment Terms and Methods, including if the financial position of the Purchaser should become such that it affects its ability to pay the Price, the Vendor may suspend execution of the contract, in accordance with and for the purposes of article 1460 of the Civil Code.
- 9.4** The Vendor shall in no way be held responsible for delays or failure to execute the obligations, where these are caused by force majeure (by way of non-exhaustive example: natural disasters, production premises not conforming with required standards, lack of electricity or raw materials, strikes, wars, measures taken by the public authorities, impediments to traffic circulation or production activities, epidemics, pandemics and their immediate consequences).
- 9.5** If the Vendor deems that it has suffered the effects of force majeure, it must notify the Purchaser immediately in writing.



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## 10. Obligations and responsibilities of the Purchaser.

- 10.1** The Purchaser must (i) make over the Price and additional charges/costs, as per the agreed Terms and Methods; (ii) take collection of Products delivered by the carrier/courier; (iii) respect the Code of Ethics; (iv) respect obligations of confidentiality and property rights as per paragraphs 18 and 19.
- 10.2** If the payment of the Price by the Purchaser is to be made after the Products have been handed over to the carrier by the Vendor, the Purchaser henceforth undertakes (i) to store each Product with the utmost care and diligence from the moment the Vendor delivers it to the carrier, (ii) to allow the Vendor and its staff to access the Purchaser's premises in order to collect the Products yet to be paid for (wholly or in part) within the deadlines indicated in the Order Confirmation and (iii) to reimburse the Vendor for any costs sustained by the latter for restoring the Products to as-new condition.
- 10.3** Notwithstanding the stipulations of Article 8.2, the Purchaser is obliged to collect Products within 15 (fifteen) days of the date on which the Vendor informed it that the Products are ready for delivery. If the Purchaser should ask to postpone delivery of the Products and the Vendor accepts said request, or if the delivery should be otherwise postponed due to causes not ascribed to the Vendor, the latter may charge the Purchaser for storage costs, up to a maximum amount of Euro 75.00 (seventy-five) per square metre occupied for each day of delay, or the sum charged to the Vendor by the warehouse/external storage which the Vendor is forced to use for storing the Product, over and above any relevant transportation costs incurred.

## 11. Withdrawal.

- 11.1** The Vendor reserves the faculty to withdraw from the sale or supply contract at any time and for any reason in the event that, after sending the Order Confirmation, it should receive business information regarding the Purchaser which, at its sole discretion, renders it unadvisable to fulfil or continue the Contract.
- 11.2** The Vendor is in no way obliged to provide a reason for withdrawal, and exercises the right to withdrawal as set out in this point simply by informing the Purchaser by means of certified e-mail, recorded delivery letter with return receipt, or via courier with proof of delivery.
- 11.3** Withdrawal shall have immediate effect.
- 11.4** If the Vendor exercises its right to withdrawal, the Purchaser may not demand any compensation for damages or other indemnity.
- 11.5** The Vendor may in any case, where requested by the Purchaser, following notification of the withdrawal, decide to supply goods for orders yet to be fulfilled, in exchange for the relevant payment to be made over in advance by the Purchaser.
- 11.6** In the event that the Vendor should unilaterally change the General Conditions, the Client shall only be entitled to withdraw from the sale or supply contract within 3 (three) days of notification thereof.

## 12. Assignment prohibition.

- 12.1** The Purchaser may not assign, or in any way transfer to third parties, any of the rights and/or obligations arising from the sale or supply contract governed by these General Conditions, unless expressly approved in writing and signed by the Vendor.

## 13. Installation, maintenance and use.

- 13.1** Installation of the Products must be carried out by the Purchaser, who wholly assumes all responsibility thereof, and also bears the relevant costs.



### FPZ S.p.A.

Via F.lli Cervi, 16 - 20863  
Concorezzo (MB) - Italia  
+39 039 690981  
C.C.I.A.A. n°REA MB1853416  
Capitale Sociale € 600.000,00 i.v.  
C.F. 05933070962  
PIVA IT05933070962



### Doseuro S.r.l. a socio unico

Via G. Carducci, 141 - 20093  
Cologno Monzese (MI) - Italia  
+39 02 27301324  
C.C.I.A.A. n°1151069 Trib. Monza n°26411  
Capitale Sociale € 98.126,81 i.v.  
C.F. 07259800154  
PIVA IT00852970961



### Arivent Italiana S.r.l. a socio unico

Via Napoli, 45 - 20813  
Bovisio Masciago (MB) - Italia  
+39 0362 590736  
C.C.I.A.A. n°951510 Trib. Monza n°12972  
Capitale Sociale € 50.960,00 i.v.  
C.F. 03331410153  
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- 13.2** The Vendor only guarantees perfect functioning of the Products if they have been installed in accordance with the Instructions it supplies, and by specialist personnel with appropriate technical expertise, for which the Purchaser assumes the broadest responsibilities.
- 13.3** The Vendor shall not be answerable for non-functioning or improper functioning of Products not installed as per the guidelines and methods described in the previous point, In said cases, the Products also lose the manufacturer's warranty.
- 13.4** In the event of a fault or malfunction of the Product, the Purchaser must contact the nearest company of the Vendor or its headquarters. The Vendor shall not be held answerable for non-functioning or improper functioning of Products which are opened, maintained, tampered with or subject to attempts to alter and/or repair them, where this is carried out by personnel which is unauthorised or not appointed by the Vendor, or a third party. In said cases, the Products shall no longer be covered by the manufacturer's warranty, as provided for in subsequent point 16.6.
- 13.5** By the same token, the Vendor shall not answer for any use made by the Purchaser, including inside other machinery and/or plants, which does not conform with the user manual supplied by the Vendor, or indeed for any improper use of the Product by the Purchaser, who expressly states that it indemnifies the Vendor and holds it harmless.

#### **14. Inspections/Approval Tests/Detailed Testing.**

- 14.1** The approval tests are included in the Price, and are carried out by the Vendor's technical staff on the premises where the Product was manufactured, unless otherwise indicated in the Order Confirmation.
- 14.2** If the sale or supply contract should not state any specific technical requirements, the Approval Tests shall be carried out in accordance with the practices adopted in the relevant industrial sector of the country in which the Product is made, or in any case in compliance with the standards of the Companies.
- 14.3** If particular tests should be requested by the Purchaser and accepted by the Vendor, over and above or instead of the Approval Tests, all relevant and resultant expenses including travel expenses, labour costs etc shall be borne in full by the Purchaser.
- 14.4** The Purchaser may ask the Vendor for detailed testing of the Product when it requests the quote or, under penalty of invalidation, no later than the time of closure of the Contract.
- 14.5** If requested by the Purchaser and accepted by the Vendor, the Detailed Testing of the Product can be conducted at the former's premises in keeping with the deadlines and methods stipulated by the Vendor in the Order Confirmation. Alternatively they may subsequently be agreed to verify the progress of the order/production schedule.
- 14.6** In order to carry out the Detailed Testing, the Vendor reserves the faculty to have a third-party company or appointed representative act on its behalf.
- 14.7** At the end of the Detailed Testing, regardless of the outcome, the Vendor shall release the Test Report to the Purchaser.
- 14.8** If the outcome of the Detailed Testing proves positive, the proper functioning of the Products involved in the sale/supply is certified.
- 14.9** If the Detailed Testing proves negative owing to functional problems of the Product, or if the Product should prove non-conforming, the Vendor undertakes to supply all the technical details needed to solve the functional problems identified, or to carry out appropriate inspections of the Product, with deadlines and methods stipulated by the Vendor, and to guarantee steps taken to



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Via F.lli Cervi, 16 - 20863  
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Via G. Carducci, 141 - 20093  
Cologno Monzese (MI) - Italia  
+39 02 27301324  
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Bovisio Masciago (MB) - Italia  
+39 0362 590736  
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eliminate the Product's non-conformities, to be established autonomously and directly by the Vendor.

- 14.10** In any case, all expenses incurred for the Detailed Testing and transportation of appointed personnel shall be borne entirely by the Purchaser, unless the Detailed Testing of the Products should reveal that they are defective.

### 15. Complaints and disputes.

- 15.1** Complaints or disputes may arise in respect of any non-conformities, such as (i) failure of the Product to comply with the technical specifications indicated in the Order, or (ii) the absence of qualities deemed essential for the intended use of the Product.
- 15.2** Any complaints or disputes as above must be made by the Purchaser in writing to the Vendor no more than 8 (eight) days after delivery of the Product, or from the moment in which said non-conformities are noticed, under penalty of forfeiture, notwithstanding the request for Detailed Testing as at point 14.4.
- 15.3** The e-mail/certified e-mail notifying the complaint or dispute must contain a detailed description of the issue, supporting photographic documentation and the grounds for the alleged non-conformity.
- 15.4** In any case, it will not be possible to validly submit notice of the above non-conformity more than 1 (one) year after the Product is delivered.
- 15.5** Once the complaint or dispute has been received as above, the Vendor reserves the right to examine the non-conformity of the Product declared by the Purchaser, to request further documentation or to conduct an inspection and inform the Purchaser of the outcome of the checks.
- 15.6** If the Vendor does not approve the complaint/dispute, it shall send the Purchaser notification with the appropriate grounds no more than 15 (fifteen) days after the checks are conducted.
- 15.7** Any risks, responsibilities, transportation and delivery costs for the Product shall be borne entirely by the Purchaser.
- 15.8** In order to ensure the Product involved in the complaint/dispute conforms to standard, the Vendor may work on the Product, making any repairs or modifications deemed suitable or with any replacement of the Product, whether wholly or in part, at its sole discretion.
- 15.9** If the Product is opened, worked upon, tampered with or subject to attempts to alter it, where carried out by unauthorised personnel or those not appointed by the Vendor, or a third party, this shall result in automatic forfeiture of the Purchaser's right to avail of this complaints and disputes procedure.
- 15.10** Initiation of the complaints or disputes procedure for the Product does not entitle the Purchaser in any way to suspend or delay payment of the Price and additional expenses/costs incurred, which must in any case be made in accordance with the Terms and Methods set out in the Order Confirmation and Contract.

### 16. Warranty (New and repaired Products).

- 16.1** The Vendor guarantees each Product from manufacturing defects in accordance with law.
- 16.2** The warranty has a duration of 12 (twelve) months from the date on which the Product is first installed, and in any case no more than 24 (twenty-four) months from the delivery of the Product to the carrier or courier, or from the collection deadline as per point 10.3 above. Said guarantee shall be subject to the Purchaser notifying the Vendor in writing of any visible defects within 8 (eight) days of receipt or, in the case of hidden defects, within 8 (eight) days of discovering them, under penalty of invalidation, unless agreed otherwise by the Parties.



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Cologno Monzese (MI) - Italia  
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Via Napoli, 45 - 20813  
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- 16.3 The Vendor reserves the right to indicate an alternative duration of the warranty in the Order Confirmation, or a different deadline by which the Purchaser must report defects.
- 16.4 Within the warranty period stipulated under the previous point, the Vendor undertakes to carry out any appropriate measures, up to the replacement of the Products or parts thereof which prove defective, issuing of a specific warranty for replaced parts.
- 16.5 The Purchaser must adhere to the procedure and terms described in point 15 to activate the warranty.
- 16.6 If the Product is opened, worked upon, tampered with or subjected to attempts to alter and/or repair the Product by unauthorised parties, those not appointed by the Vendor, or in any case a third party, the Purchaser automatically forfeits the right to avail of the warranty.
- 16.7 The warranty excludes all damage caused by wear, erosion, corrosion, abrasion and freezing, and by any atmospheric or accidental for force majeure event, or events actually caused by actions or the fault of the Purchaser.

#### 17. Responsibility for damages caused by the Product.

- 17.1 The Vendor is solely liable on civil grounds, as provided for by law, for damages caused involuntarily to persons or things by any defects in the Product, after its delivery to third parties, and up to the amount of the agreed Price.
- 17.2 The Vendor's responsibility for damage caused to persons or things shall in any case be excluded where caused by a machine/plant in which the Product has been installed.

#### 18. Industrial property rights and Trademarks.

- 18.1 The Confidential Information and/or Technical Documentation sent by the Vendor to the Purchaser or Client, whether prior to or after the drafting of the Contract, remain solely the property of the Vendor, and are accordingly protected by industrial property rights, unless otherwise agreed beforehand by the Vendor. It is accordingly prohibited for the Purchaser and Client, pursuant to the law, and in particular in accordance with the Industrial Property code and the law of copyright, to use the Technical Documentation for any purpose other than for which it was supplied.
- 18.2 By way of non-exhaustive example, it is forbidden for the Purchaser and Client, unless otherwise agreed by the Vendor beforehand, to use, reproduce, transmit to third parties, offer, market, import or export - in any form, whether direct or indirect - the Products, or Products made according to the details contained in the Technical Documentation and Confidential Information.
- 18.3 In particular, the Client or Purchaser Client, unless otherwise agreed by the Vendor, is obliged directly and/or indirectly (i) to maintain the confidentiality of the Technical Documentation and Confidential Information and not reveal them to any third parties; (ii) to keep the Technical Documentation and Confidential Information with the utmost diligence and confidentiality to prevent their unauthorised disclosure and usage; (iii) upon conclusion of the Contract, or even beforehand if requested by the Vendor, to immediately return all the documents or printed or computerised materials containing the Confidential Information and to destroy any copies (printed or computerised); (iv) not to reproduce and/or copy the Technical Documentation and Confidential Information; (v) to request the filing of patents or any other type of industrial property involving or pertaining to, or based upon, any data contained in the Confidential Information; where requested or granted, exclusive ownership of said rights shall be granted to the Vendor, in its capacity as original owner; (vi) not produce, or have others produce and/or supply to third parties, for any reason, directly or indirectly, goods designed or manufactured using the Confidential Information; (vii) to



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enforce and ensure that the obligations arising from this paragraph are respected by its employees, suppliers or third-party co-workers involved in fulfilling the Contract, notwithstanding the fact that the Client or Purchaser shall be held responsible towards the Vendor for any breach of the obligations set out in this article committed and perpetrated by the above third parties; (viii) to promptly inform the Vendor in writing as soon as it becomes aware of any actual or suspected use, misappropriation or unauthorised disclosure of the Confidential Information.

- 18.4** The covenant of confidentiality described in this article shall also remain in force after the termination, regardless of the motivation, of the Contract, until such time as the Confidential Information becomes of public domain for reasons not connected to the Parties themselves.
- 18.5** Under no circumstances may the Purchaser or Client claim and/or assert entitlement to **industrial** property rights or any other kind, even by way of transfer or granting under license, over the Products involved in the sale and supply and in the Confidential Information. The set of **industrial** property rights concerning the Confidential Information and the Products shall remain the property of the Vendor without any time-related or territorial limitations.
- 18.6** For Products made by the Vendor to its own design, or using technology and/or patents of its own or belonging to third parties, the Purchaser or Client henceforth undertakes not to breach the exclusive **industrial** property rights of the Vendor or the aforementioned third parties in any way. The Purchaser or Client shall also assume sole responsibility for any costs arising from any breaches, and undertakes to hold the Vendor harmless from any breach by third parties due to events for which the Purchaser or Client is responsible.
- 18.7** Any finished Products made by the Purchaser or Client using the Vendor's Products as constitutive elements or components shall not entitle the Purchaser or Client to any of the intellectual property rights for the Companies' Products. In addition, again with regard to use of the Companies' Products as elements of a finished product assembled by the Purchaser or Client, the latter may not modify, alter, conceal, remove or in any other way interfere with any trademark, service trademark, commercial trademark, verbal trademark, figurative trademark or any other distinguishing mark placed on the Companies' Products, or place its own trademark, service trademark, commercial trademark, verbal trademark, figurative trademark or other distinguishing mark on the Products sold/supplied by the Vendor.
- 18.8** Use of the distinguishing trademarks and distinctive marks of the Vendor or Companies is prohibited without the express written authorisation of the Vendor. Under no circumstances may the Purchaser or Client display the FPZ trademark in its advertising material or on its own Internet website, or in other forms of marketing, unless expressly authorised to do so.
- 18.9** Under no circumstances, unless the Vendor provides express written authorisation, may the Purchaser or Client mention the Companies or the Vendor as a business partner.
- 18.10** Acceptance of these General Conditions and/or subsequent conduct of the Parties, notwithstanding any express written agreements stipulating otherwise, shall not imply the awarding of any exclusive rights to the Purchaser or Client, nor indeed the stipulation of authorisation, order, mandate or association agreements.

## 19. Confidentiality.

- 19.1** The Purchaser undertakes, also on behalf of its employees, co-workers, consultants and subcontractors, to ensure the Confidential Information and Technical Documentation remains entirely private and confidential at all times, for the entire duration of the Contract and thereafter. The same shall also apply to any other data and/or information, and/or technical, technological,



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+39 039 690981  
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C.F. 05933070962  
P.IVA IT05933070962



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Via G. Carducci, 141 - 20093  
Cologno Monzese (MI) - Italia  
+39 02 27301324  
C.C.I.A.A. n°1151069 Trib. Monza n°26411  
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Bovisio Masciago (MB) - Italia  
+39 0362 590736  
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construction and process-related documents and any drawing, documentation or details that the Vendor should notify, deliver or in any case transmit to the Purchaser, using any means and in any form (written, verbal, printed, magnetic or electronic, through direct vision etc.) and to use said confidential information solely and exclusively for the purposes of fulfilling the sale/supply contract.

## **20. Data Processing.**

- 20.1** The processing of any personal data which should come into the Vendor's possession complies with the provisions of European Regulation no. 2016/679, as described in detail in the privacy statements of each of the Companies, which can be consulted on their respective websites <http://www.arivent.it/it/> (Arivent Italiana S.r.l.), <http://www.doseuro.com/> (Doseuro S.r.l.), <https://www.fpz.com/> (FPZ S.p.A.).
- 20.2** For more information, please contact the DPO of the Companies via the following e-mail: [dpo@fpz.com](mailto:dpo@fpz.com).
- 20.3** The Parties reciprocally undertake to process the personal data exchanged in respect of concluding and fulfilling this Contract in compliance with EU Reg. GDPR 2016 /679 and the Privacy Code (Legislative Decree 196/2003 as amended, as most recently amended by Legislative Decree no. 101/2018).

## **21. Code of Ethics and lines of conduct.**

- 21.1** In fulfilling the contract entered into with the Vendor, the Purchaser undertakes to observe the regulations contained in the Ethical Code of Conduct of the Companies, published on the website <https://www.fpz.com/identita-aziendale/>, along with any additions and changes that should be made over time.

## **22. Amendments and updates.**

- 22.1** These General Conditions can be amended by the Vendor for any reason, and at any time.
- 22.2** Any new General Conditions drafted to amend or update these General Conditions shall come into force on the date on which they are published on the Vendor's website.

## **23. Miscellaneous.**

- 23.1** Any tolerance by the Vendor of the non-fulfilment of the obligations of the Client/Purchaser acquired with this Contract, or part thereof, shall not constitute or be in any way interpreted as waiver of exercising of the rights set out in the Contract.
- 23.2** In the event that one or more clauses of the Contract should be examined by a judiciary body or other competent authority, or if for any reason they should become, or are found to be void, illegitimate, unenforceable or inapplicable, whether wholly or in part, the remaining clauses shall remain valid and effective for all intents and purposes.
- 23.3** Any change and/or additions made to the Contract shall only be deemed valid and effective if made in writing and signed by both Parties.
- 23.4** Both Parties must act in good faith; in the event of the breach of this duty, the other party will be entitled to request compensation for any damages suffered, in accordance with the law and the Contract.
- 23.5** The Parties shall reciprocally collaborate in full to resolve any operational/technical/legal/accounting issues that should arise in respect of the conclusion, signing and/or execution of the Contract.



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#### 24. Applicable law and court of jurisdiction

- 24.1** Any issues concerning the sale/supply contract entered into by the Vendor and Purchaser and governed by these General Conditions, including, by way of non-exhaustive example, its execution, interpretation, validity and termination, are governed exclusively by Italian law without reference to the principles of conflict of international law.
- 24.2** In respect of any dispute that arises, or is linked to, the contract of sale or supply governed by these General Conditions, or which derives from its execution, interpretation, validity and termination, and which cannot be settled amicably and in good faith by the Parties, the Court of Milan shall have sole jurisdiction.

The Companies

The Client/Purchaser

In accordance with and for the purposes of articles 1341 and 1342 of the Civil Code, the Parties hereby declare that they specifically approve the following clauses: article 2.6 (Automatic renewal); article 2.10 (Unilateral changes by the Vendor and the Customer's right of withdrawal); article 3.5. (Responsibility of the Client concerning the truthfulness and correctness of data entered and released to the Vendor); article 4.6. (Unilateral change of the Price and tacit approval of changes in Price by the Purchaser); article 5.6. (Vendor's right to retain amounts); article 5.7. (Purchaser's obligation to pay part of the amount); article 6.2. (Sale with retention of title); article 8.2. (Ex-works sale, Incoterms 2020); article 9.1. (Vendor's right to suspend performance); article 9.3. (Non-performance exception); article 9.4. (Exclusion of the Vendor's responsibility due to force majeure); article 10 (Obligations and responsibility of the Purchaser); article 10.3. (storage costs); article 11 (Withdrawal); article 11.4. (Exclusion of damage compensation); article 11.6. (Limitation of the Customer's right of withdrawal); article 12 (Transfer prohibition); article 13 (Limitations of the Vendor's responsibility regarding installation, maintenance and use of the Products); article 15.8. (Vendor's unquestionable discretion to intervene on the Product with any repair/modification/replacement); article 16 (Warranty (New and repaired Products)); article 16.2. (Duration and commencement of the warranty); article 17 (Responsibility of the Vendor for damage caused by the Product); article 24 (Applicable law and Court of jurisdiction).

The Companies

The Client/Purchaser



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