

GENERAL CONDITIONS OF SALE

1 - Introduction

1.1 Unless otherwise expressly agreed while drawing up the contract, these General Conditions of Sale for Spiral Mixers (hereinafter referred to as "General Conditions") discipline the sales methods and conditions of all the machines, and also the accessories supplied with them in the sales unit, that are marketed by the company Sunmix srl (hereinafter referred to also as "the Seller"). Sunmix srl reserves the right to modify these General Conditions, informing the Purchaser of said modifications using means similar to those used for these General Conditions.

1.2 These "General Conditions" are published on the company Website www.sunmix.it, where they can be freely consulted. They are applicable to all spiral mixer supply contracts that are concluded between Sunmix srl and the Purchaser (hereinafter referred to also as "the Client"). These General Conditions are an integral and substantial part of said supply contracts, and are considered to have been read and accepted by the Purchaser, even by mere fact and/or conduct implying intent, irrespective of the express written acceptance of the Purchaser.

1.3 These General Conditions completely annul and replace any previous General Conditions regarding the trading of Sunmix srl spiral mixers.

1.4 Any General Conditions of Purchase belonging to the Purchaser will not be applicable, even partially, unless expressly accepted in writing by Sunmix srl. Execution of the purchase order made by the Purchaser does not in any manner imply acceptance of any special conditions of purchase of the Purchaser.

1.5 Any derogation and/or amendment to these general conditions shall only be valid and effective if agreed to in writing by the parties, without prejudice to those provisions which have not been amended or excepted.

2 - Supply order and contract execution

2.1 Unless otherwise agreed, any supply order transmitted by the Purchaser is subject to written acceptance by Sunmix srl. Any and all verbal communication is intended as being null and void. The sales contract shall therefore be deemed concluded after the Client has received the related order confirmation (hereinafter referred to as "Order Confirmation") sent by Sunmix srl. Said order confirmation must be signed by the Client and returned to Sunmix srl. Acceptance of the order confirmation will be deemed as tacit if it is not signed and returned to the Seller within 5 days from (its) reception. The contract shall be deemed as being concluded even when executed by the Seller Sunmix srl by means of conduct implying an intent. The Order Confirmation includes a technical description of the machine and/or of any purchased accessories, and it also defines and indicates all the price, payment and delivery conditions, together with all the final and binding provisions of the contract. Unless otherwise agreed, any quotation sent by Sunmix srl to the client shall not constitute a contract proposal but a mere invitation to the Client to place an order.

2.2 The supply order sent by the Client shall not bind Sunmix srl until its acceptance pursuant to the provisions under art. 2.1; the supply order shall be deemed irrevocable under art. 1329 Italian Civil Code, and as such effective for a period of fifteen days commencing upon receipt thereof by the Seller. The supply order sent by the client is definitive and cannot be revoked and/or modified without prior written consent.

2.3 The technical descriptions attached to the offer, as well as those given in the catalogues, must be considered as purely indicative. Sunmix srl reserves the right to make any changes considered necessary due to technical progress, or which are necessary to update the machine or the offered materials to any technical element that came to the knowledge of the Sunmix srl technical department after the offer was elaborated. The Purchaser shall be notified of the modifications made to the technical descriptions.

2.4 If the Purchaser intends to apply for loans or leasing finance to purchase the supplies, and unless otherwise agreed upon in writing, the contract shall not be subject to the obtaining of said loan or leasing; the obligations of the parties involved will remain fully effective, with the Purchaser being bound to pay the price directly.

2.5 Sunmix srl shall not be liable in any way if the machine purchased by the Purchaser is an out-of-production model; the sales contract will therefore remain valid and the machine that is no longer being produced will be replaced with a next generation machine according to the price list.

3 - Delivery

3.1 The delivery terms, intended in working weeks or days or in precise calendar dates, indicated in the Order Confirmation are not binding for the Seller and must therefore be considered as merely indicative and not final. Sunmix srl will do everything possible to ensure that the product being supplied is sent and delivered in respect of the terms given in the contract. All the delivery dates indicated by Sunmix srl, however, are approximative and indicative, and are calculated to the best of the abilities of Sunmix srl in line with predictable scheduling and subject to availability of the supplies for goods production and transport. As a result, Sunmix srl shall not be held responsible in any way for any damage, even indirect and/or of any nature, that may be caused to the Purchaser if the goods are not delivered according to the indicated terms; said delays in delivery will also not justify order cancellation or modification, or delays in payment by the Purchaser.

3.2 Sunmix srl shall promptly inform the Purchaser if it reasonably predicts that it will not be able, during contract execution, to deliver the goods on the expressly agreed delivery date. The information given must include a description of the measures considered to be appropriate by Sunmix srl for recovering or limiting the delay and a new delivery date.

3.3 Delivery terms shall run from the execution date of the Contract or from any other date agreed upon in writing by the Parties. If the Purchaser is required to pay part of the price as a down payment or is required to provide appropriate guarantees in order to ensure the proper performance of the contract, delivery terms shall run from such payment or from the issuance thereof.

3.4 The delivery terms may, however, be interrupted or suspended in the event of the following: a) unforeseeable events and/or force majeure and/or other circumstances not related to the fault or gross negligence of Sunmix srl such as, including but not limited to, strikes, industrial action, lockouts, fires, flooding, unexpected business difficulties, unexpected lack of manpower, unexpected

scarce availability of raw materials and/or energy; b) impediments, delay in or failure to deliver raw materials or the machine by Sunmix srl suppliers due to events that cannot be attributed to Sunmix srl; c) the client's failure to promptly provide any requested necessary indications and/or to complete, within the given agreed terms, what is required of them and/or do not supply, within a suitable period of time, any specific parts and/or components to be installed on the purchased goods and/or any technical and/or data sheets which Sunmix srl considers crucial for the installation and/or the assembly of the purchased products; d) the Purchaser's failure to pay any advance or deposit sum, or the agreed amount by the agreed deadlines; e) any modification made to the supply order by the client, even if said changes are accepted by the seller. The delivery terms shall run again from scratch, beginning from the day after removal of the reason that caused delivery suspension or interruption. From the moment of goods delivery, Sunmix srl will not be responsible for any risks, or for any and all storage, maintenance or insurance costs, which shall be borne by the Purchaser. As a result, any risk will be assumed by the Purchaser. In the event of delays in delivery for circumstances which are attributable to the Purchaser or caused by force majeure (as described below), a new delivery date can be agreed, subject to acceptance by Sunmix srl.

3.5 Machine dispatch and delivery are always at the sole risk of the Purchaser. Should the Purchaser fail to provide prompt written instructions, delivery will be arranged in the manner felt most suitable by Sunmix srl, even using third parties.

3.6 In the event of protests, repossession, foreclosure and/or, more in general, any prejudicial or detrimental event adversely affecting the Purchaser's solvability, and consequently jeopardizing the payment of the amount under the agreed terms, Sunmix srl can, at its own irrevocable discretion, suspend delivery and contract execution pursuant to and by effect of art. 1461 of the Italian Civil Code until the purchaser has supplied a suitable guarantee.

4 – Suspension of contract performance

4.1 The Seller shall suspend Contract performance if the financial conditions of the Purchaser have become such as to jeopardize payments, unless the Purchaser offers a guarantee that the Seller considers to be suitable.

4.2 The Seller shall suspend Contract performance until the Purchaser promptly provides a guarantee, considered suitable by the Seller, to ensure the fulfilment of its obligations hereto, upon the occurrence of any of the following: a) if the Purchaser has not fulfilled what was requested by the Seller for correct order execution; b) if the Purchaser has not paid the amount due as a down payment or does not pay on one of the agreed deadlines or does not issue guarantees as agreed; c) insolvency of the Purchaser; d) if the Purchaser fails to fulfil the obligations toward any existing third party contracts; e) if the Purchaser is involved in cases of protest, repossession, foreclosure and/or, more in general, any prejudicial event which adversely affects the solvability of the Purchaser, and which consequently jeopardises payment of the amount under the agreed terms; f) if the Purchaser declares bankruptcy or is involved in any insolvency or similar proceedings; g) if the Purchaser fails to obtain the loan or the leasing arrangement to purchase the machinery within the agreed timeframe.

4.3 The Seller will inform the Purchaser if it intends to avail itself of the right to suspend contract performance. Communication will be sent by registered letter with return receipt or certified email or using any other means that makes the suspension of contract performance known to the Purchaser.

4.4 Upon occurrence of one or more of the cases indicated in clauses 4.1 or 4.2, and if the Purchaser fails to promptly present a suitable guarantee to secure the fulfilment of its contractual obligations, the Seller can legitimately apply the termination clause cited in clause 15.

6 - Packaging

The packaging costs are borne by the Purchaser. The packaging will not be accepted if returned, and any disposal expenses thereof shall be fully borne by the Purchaser.

7 – Warranty and disclaimer

7.1 Sunmix srl guarantees the proper mechanical functioning of the supplied machinery and the absence of flaws and defects in material, design and assembly for a period of 24 months in the event of purchase by subjects that can be defined as "end users" (private entity).

In all other cases, the conventional warranty is 12 months. The warranty period begins from the delivery date indicated on the transport document and not from the date on which the machine is used for the first time.

In the event of a lack of conformity, Sunmix srl will send only the spare parts required to restore product conformity without charging the Client. Any labour costs that may be due for making the product conforming will be paid for in full by the Client. The Client shall verify the goods and how they work within 8 days from delivery. The Client shall inform Sunmix srl of any apparent defects within 8 days from goods reception, and any latent defects within 8 days from their discovery, otherwise the warranty as defined above will be rendered null and void; in both cases the communication to Sunmix srl must be sent by email to info@sunmix.it, indicating the article code and serial number, details, and including photographs and/or videos showing the defect that was discovered. In the event of it being necessary to return the product under warranty to Sunmix srl for a check, said product in all its parts must be returned by the Client in the original packaging, which must be suitably sealed. The Client must preserve the original packaging and all the supplementary documents regarding the purchased products until the product warranty terms have expired. Sunmix srl cannot be asked for damages for delays that occurred while making repairs or replacements. Should the claimed fault not be a conformity defect, the Client will be charged for the pertinent checking, restoration and transport costs if already paid for by Sunmix srl. Sunmix srl is not liable for incorrect product installation or use. The following are excluded from the warranty: the electrical components, direct or indirect damage caused by installation errors or discrepancies or incorrect machine use, cases of user neglect or ineptitude, irregular voltages in the electric lines. The warranty does not cover the components that are subject to wear, for example and without limitation gaskets, LED lights, knobs. The warranty does not include labour costs. The warranty that covers replaced or repaired pieces becomes void on the day when the machine warranty expires. Sunmix srl is not liable for any harm caused to people and/or damage caused to things, or for economic losses caused by machine downtime.

The warranty covers only the partial or total repair or replacement, free of charge, of those machine components which, under the incontestable judgement of the Seller, result as being non-conforming because of production or material faults or defects.

7.2 The client must be current with payment of the purchase price for the warranty to be valid.

It remains understood that the warranty does not cover any impact and damage resulting from incorrect use of the supplied machinery.

When stipulating the sales contract, the Purchaser declares to be aware of any possible legal limitation or safety regulation regarding the use of the ordered goods, including any possible discrepancies from the current EC standards that can be waived.

7.3 Forfeiture of warranty. The client forfeits the rights of the warranty in these cases: 1) if the terms and methods indicated in clause 7.2 are not respected; 2) if the machine has not been equipped correctly or not used correctly or has been modified or dismantled without the authorisation of the Seller; 3) if the machine has been tampered with; 4) in the other possible hypotheses indicated in the Contract; 5) if the Purchaser does not fulfil contractual obligations and, in particular, has not paid the amount due in the agreed terms and conditions. The warranty will end in the event of Purchaser non-fulfilment, or if modifications or repairs that have not been authorised in writing by Sunmix srl have been made by the Purchaser or by personnel not authorised in writing by Sunmix srl.

7.4 Warranty restrictions. The Seller shall not be held responsible in any way regarding the choice of goods made by the Purchaser and, therefore, no claims for damages arising from this choice may be brought.

The warranty and the responsibility of Sunmix srl do not extend in any way to harm caused to people and/or damage caused to things if the machine becomes faulty while being used and if the fault is attributable, even indirectly, to drawings, projects, information, software, documentation, indications, instructions, materials, semi-finished goods, components, other supplied material goods, that were indicated or requested by the Purchaser or by third parties who act on behalf of said Purchaser in any capacity.

7.5 Exclusion of liability. The Seller cannot, for any reason, be considered responsible for any direct or indirect damage claimed by the Purchaser as a result of faults or defects found in the supplied machine such as, including but not limited to, loss of production costs, downtime, failure to make profit and/or revenue, loss of revenue, claims from third parties.

8 – Claims and complaints

8.1 Any claim and complaint made by the Purchaser regarding the purchased machine must be communicated to Sunmix srl by registered letter with return receipt or certified email as expressed in these General Conditions. Any complaint about a single supply of machinery/equipment will have no effect on the rest of the order or the payment of other supplies that have already been received and were not disputed. Any loss or damage relative to the dispatch and/or transport (e.g. shortages, tampering and/or signs of damage) of sold machines must be immediately communicated in writing, under penalty of forfeiture, to the carrier, indicating in the transportation documents that the goods are accepted subject to reserve and specifying the pertinent reasons.

8.2 Any claim regarding losses or damage that occurred during dispatch and/or transport (e.g. shortages, tampering and/or signs of damage) together with a copy of the transport document (including the written indication of acceptance subject to reserve) must, under penalty of forfeiture, be sent in writing either to the email address of the Seller or by registered letter with return receipt within and no later than 5 (five) days from the delivery date.

8.3 Complaints about losses or damage that occurred during dispatch and/or transport shall only be taken into consideration by the Seller if the Purchaser or recipient of the delivered goods has placed on the transport document specific and detailed reservations regarding the apparent state of the machine and its packaging. Vague reservations shall not be deemed valid.

8.4 Claims received in ways that are different from the terms and conditions indicated in these Conditions shall not be taken into account and the supplied products will, as such, be considered as having been fully accepted.

9 - Technical documentation

All the technical documentation given to the Client remains the exclusive property of Sunmix srl and cannot be used or given to third parties, not even freely, for any reason.

10 - Technical assistance

Any request for intervention that is excluded from the warranty as indicated in the terms described above will be governed by the General conditions regarding technical assistance and spare parts provision.

11 - Prices

11.1 Unless otherwise agreed in writing, prices are in Euros and exempt of VAT, if due. Failure or delay in payment within the agreed terms shall bring about application of default interest at the rate provided in art. 5 of Italian Legislative Decree 231/2002, starting from the day following the one indicated as the deadline of the payment period, without prejudicing the right to claim for any further damages.

11.2 It remains understood that any deferment of the payment terms that were agreed on and/or renewal of the promissory notes issued and/or the revocation, upon the request of the client, of notes already cashed, will not novate the current contract but be considered as simple tolerance by Sunmix srl and will not prevent interest for late payment being charged at the rate indicated in clause 11.1 of these General Conditions of Sale.

11.3 The purchaser cannot, for any reason, suspend and/or defer deposit of the amount that was agreed on, not even in the event of litigation and/or complaints regarding possible faults and/or defects involving the supplied goods.

11.4 The client cannot compensate the debt deriving from supply with any credit due by Sunmix srl without the written consent of Sunmix srl.

12 – Retention of title

12.1 Pursuant to and by effect of articles 1523 and following of the Italian Civil Code, Sunmix srl reserves ownership of the supplied products until receipt of the full amount agreed on. The retention of title applies both in the case of payment by instalments and payment, in whole and/or in part, made after the delivery date.

12.2 The risks connected with the sale are accepted by the purchaser from the moment of delivery; the purchaser is therefore obliged to safeguard the goods, which are still the property of the Seller, and guarantee their preservation and maintenance until the day of the change of ownership, which will occur when the agreed price has been paid.

In particular, the purchaser cannot transfer, loan, grant right of use of, or pawn the supplied products, and/or allow them to be seized or confiscated without declaring the ownership of the seller and without giving immediate warning the same by registered letter with return receipt or using another equivalent form of communication allowing evidence of actual receipt.

13 - Payments

Payments shall be made net of any costs, bank commissions, discounts or taxes, directly to the domicile of Sunmix srl and at the established deadlines. In the event of payment by promissory note being agreed, the Purchaser shall bear all the discount interest and stamp costs unless agreed differently. Any other exception made by the Purchaser regarding alleged contract non-fulfilment by Sunmix srl or any redhibitory defects of the supplied machine shall not entitle the Purchaser to avoid payment in the measure and with the methods agreed on, or to take legal action or make claims before the complete payment of the due amount.

14 - Assignment

14.1 Henceforth, the purchaser consents, without any opposition, to the seller assigning this contract or any receivables resulting therefrom to third parties.

14.2 In the event of assignment, the purchaser henceforth consents that the installation and maintenance of the traded good will be done by the assignee or by a subject authorized by said assignee, with all pertinent exceptions being removed.

14.3 It remains understood that the Purchaser cannot assign the contract without written authorisation from Sunmix srl.

15 - Express termination clause

The contract shall be legally terminated, pursuant to article 1456 of the Italian Civil Code, by virtue of a mere written declaration by the Seller that it intends to avail itself of the express termination clause herein, upon the occurrence of any of the following: 1) if one or more of the cases under 4.1 or 4.2 occur and the Purchaser has not quickly presented a guarantee, which must be considered suitable under the irrevocable judgement of the Seller, to secure the performance of its contractual obligation or the issuance came belatedly; 2) if the Purchaser does not supply the guarantees agreed on while the contract was being concluded or such provision comes belatedly; 3) if the Purchaser is in a condition of voluntary liquidation or in a bankruptcy procedure; 4) if the Purchaser does not pay the price or down payment or deposit or two agreed subsequent instalments.

16 - Withdrawal

16.1 The Seller shall have the right to withdraw from this contract before the Products have been put into production, unilaterally and with immediate effect: 1) if situations, facts or evidences indicating that Purchaser has become or is likely to become unable to meet its normal obligations arise, also on the basis of the cases set forth in art. 4.1 and 4.2 herein and the Purchaser, in spite of being requested to do so by the Seller, refuses to make an advance payment and/or to issue a suitable collateral, at the discretion of the Seller; 2) the Purchaser reduces the guarantee offered during Contract stipulation or the guarantee offered during Contract performance.

16.2 Exercising the right of contract withdrawal shall not entitle the Purchaser to any reimbursement and/or compensation for damage.

16.3 The right of contract withdrawal shall be exercised by the Seller with the sending of a registered letter with return receipt or a certified email to the address of the Purchaser and shall be effective upon receipt thereof by the Purchaser.

17 - Force Majeure

17.1 The obligations of one of the parties regarding a sale by Sunmix srl shall be suspended or cancelled if obligation fulfilment is prevented by an event that is outside the control of the relative party, under the condition that said party could not reasonably foresee said event at the time of contract conclusion and could not have reasonably avoided or overcome it or its consequences (Force Majeure). Force Majeure includes, but is not limited to, industrial dispute, fire, extreme weather conditions, pandemic, war, extensive military mobilisation, uprising, requisition, repossession, trade sanction, restrictions in the use of powers and shortcomings or delays in delivery by the sub-contractors caused by any one of the previously indicated circumstances, and which occurred before or after contract conclusion.

17.2 The Party claiming to be affected by a force majeure event shall promptly notify the other Parties in writing without delay about event starting and conclusion.

18 – Competent court

The parties declare that for all disputes arising out of or in connection with the interpretation and/or execution of this sales contract, only the Vicenza Court will be competent, with explicit exclusion of any other competing jurisdiction; such exclusive jurisdiction shall not be derogated, even in the case of subjective consolidation of disputes.

19 - Applicable law and jurisdiction

19.1 The Contract shall be exclusively governed by Italian Law, hereby expressly excluding the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention dated 11.04.1980) and the provisions of private international law.

19.2 Only Italian jurisdiction will be applicable.

20 - Processing of personal data

Any personal data shall be processed under the legal grounds provided for by the sales contract. The information note regarding data processing must be consulted by the Purchaser and can be found on www.sunmix.it, the Website of the Seller.