



## GENERAL TERMS AND CONDITIONS

### FOREWORDS

A.z.a. International S.r.l., a leading company in the production of zootechnical equipment, specifically of transport and distribution systems of feed and related components, specifies that these general terms and conditions (hereinafter referred to as "General Conditions") together with any Special Conditions agreed between the Parties and contained in the contractual offer, regulate the terms and conditions of delivery and use of all services and products provided to the Customer, as a Supplier.

Acceptance of these General Conditions, published and available on the company's website (<https://www.azainternational.it/>), is a necessary and indispensable requisite for the provision and use of the services offered by the Supplier.

By expressly accepting these General Conditions, the Customer declares to have read, understood and accepted all the contractual clauses contained therein and undertakes, as of now, to read and accept any changes, additions and / or updates to the same, which will be adopted in the future and published by the Supplier.

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### 1. OBJECT OF THE CONTRACT.

**1.1.** The object of the Contract is the set of services and supplies that the Supplier undertakes to provide, described in detail in the contractual offer, whether they consist of the simple supply of one or more components or of a complete plant/machinery.

**1.2.** In the object of the Contract are also included all the accessory and preparatory services, necessary or only useful to the execution of the service or of the supply (such as, for example, meetings, transfers for inspections, etc.) whose costs, if any, will be entirely transferred to the Client according to the rates communicated to the latter. Such services will, however, have to be authorized in writing by the Client, with the only exception of those activities that urgency or the need to avoid a worse damage are carried out by the Supplier even before having such authorization.

### 2. SUPPLIER PERFORMANCE CONTENT.

**2.1.** The Supplier undertakes to provide the Customer with the services and products described in detail in the contractual offer.

**2.2.** For the supply object of the Contract, the Supplier undertakes to: · put in place all the necessary activities for a correct supply of the required final product; · provide the resources in terms of materials and qualified personnel where the supply includes, also, the transport and the assembly of the plant and not only the mere shipment.

**2.3.** During the course of the relationship, the Supplier shall have the right to offer to the Customer - and the latter shall have the right to accept - further services, products or solutions, not included in the offer. For these additional services, the Parties will agree on the amount due to the Supplier. Also such services, being part of the relationships established with the Contract, will be governed, for all that is not specifically agreed by the Parties, by the clauses of these General Conditions.

**2.3.** The Supplier undertakes to treat its employees in accordance with the law on social security and accident prevention.



### **3. RESOURCES AND CUSTOMER COOPERATION.**

**3.1.** The Customer shall promptly and correctly notify the Supplier of the circumstances, documentation, information and in general all data relevant to the performance of the Contract and the requested supply.

**3.2.** In case of supply of a machine, including transport and assembly of the same by the Supplier at the Customer's location, the latter will provide, bearing the full costs, to make available the necessary space, connections, energy, air conditioning, safety equipment, consumables, forms and anything else necessary for the implementation of the same.

### **4. SUPPLIER LIABILITY AND WARRANTIES.**

**4.1.** The Supplier is responsible for any discrepancies and defects in his services; errors or omissions directly attributable to the Customer due to malice or negligence are excluded. The Supplier is responsible for reporting such anomalies to the Customer. The Supplier also undertakes to provide the assistance and guarantees provided by virtue of its service.

**4.2.** In case of supply of a system, the warranty is 1 (one) year from its installation. If the service does not include installation, but only the supply of one or more components, the warranty is 1 (one) year from delivery of the component(s).

**4.3.** The Supplier warrants to the Customer that, for the provision of all services, the Supplier will use a sufficient number of professionals appropriate to the service to be provided.

**4.4.** The Supplier undertakes to respect and ensure that its employees, who have access to the Customer's premises, respect the behavioral and safety regulations in force.

### **5. SUPPLIER LIABILITY LIMITATIONS.**

**5.1.** The amount of the penalty for the Supplier's contractual liability, for each service and supply subject of the Contract and for each year of its duration, and provided that such liability does not derive from fraudulent misconduct or gross negligence, shall not exceed 20% of the fee for the services and supplies rendered.

**5.2.** The following shall be considered as causes of exemption from the Supplier's responsibility: ·the consequences deriving from embargoes, acts of war, measures and acts of Public Authorities, with the exclusion of measures adopted by the Judiciary for non-compliance with binding regulations; ·the interruption of electricity; ·strikes of third Parties involved in the provision of the service related to the Contract, including the Customer's staff and that of the Supplier. In all these cases, the Parties shall do everything reasonably within their power to ensure the promptest and most punctual fulfilment of the contractual obligations, as soon as the causes of suspension are removed.

### **6. RESPONSIBILITIES AND OBLIGATIONS OF THE CUSTOMER.**

**6.1.** The Customer undertakes to provide the Supplier with the personnel necessary to analyze the environment in which the commissioned machinery is to be installed, if the installation is expressly requested and accepted in the contractual offer. The same, if necessary, in case of specific request of supply of specific components. It will also make available the necessary personnel to interface with the Supplier's personnel for the completion of all operations both at the Customer's premises and at the Supplier's premises.

### **7. CONTRACT MANAGERS.**

**7.1.** The Parties, upon signing the Contract, shall appoint a person responsible for the Contract and for the management of the technical, application and management aspects relating to the services and supplies referred to in the contract offer. Such managers will have the necessary powers to represent



the Party, by whom they have been appointed, in all matters relating to the performance of the Contract.

**7.2.** Contract managers will meet routinely with the other contractor's designated counterpart, as needed.

**7.3.** Contract managers will attempt to resolve disagreements that arise in the management of the overall supply.

## **8. ASSURANCES.**

**8.1.** The Supplier's personnel will be covered by third party liability insurance when operating on the Customer's premises, but the Supplier does not exclude the right of recourse of its insurance company against the Customer, if the damage is caused by an act or omission attributable to the latter.

## **9. SUBCONTRACTING AUTHORIZATION.**

**9.1.** The Supplier may use third party suppliers or professionals selected by the Supplier to provide the requested service. However, the Supplier shall be directly liable to the Customer.

## **10. COSTS.**

**10.1.** The costs for the services offered are determined in the contractual offer subject to separate negotiation between the Parties and also inclusive of discounts and payment terms.

**10.2.** Any termination, cancellation, suppression of one or more services or products offered by the Supplier to the Customer will not automatically result in an arithmetic fraction of the expected price, but will be the subject of separate negotiations between the Parties.

**10.3.** Any other expenses incurred by the Supplier in the name and on behalf of the Customer, other than what is necessary to fulfil its obligations under the Contract and therefore not included in the fees, must be the result of an explicit written order by the Customer.

## **11. INVOICING METHODS. PAYMENTS. INTERESTS.**

**11.1.** Invoicing will take place according to the modalities indicated in the contractual offer.

**11.2.** The Customer will pay VAT on the Supplier's invoices to the extent and in the manner prescribed by law. The Customer will be responsible for indicating and documenting any reasons for exemption, reduction or diversification of the rate.

**11.3.** If the Customer does not pay the invoices by the established deadlines, default interest will be due for the period of delay.

## **12. ORDERS AND SHIPMENTS.**

**12.1.** Orders are accepted only and exclusively in written form, or by fax, or by e-mail. Verbal orders will not be accepted.

**12.2.** The request for quote is free of charge, but may be converted to a fee unilaterally by the Supplier in case of fraudulent behavior.

**12.3.** Shipments, unless otherwise agreed with the Customer, will be made by carriers defined by the Supplier. In this case, and only when the shipping cost is charged, the goods travel at the Supplier's risk. In the event that the carrier is appointed, in any capacity by the Customer, the Supplier will not be responsible for the loss and/or damage of the product from the time of delivery of the goods to the carrier at its stores.

**12.4.** The products are shipped carriage paid, insured with charge in the invoice; in case the products are shipped carriage forward, upon indication of the Customer, the risk and to be considered at the expense of the Customer from the delivery of the goods to the carrier from its stores. At the time of delivery of the products, the Customer must verify the integrity of packages and correspondence



quantitative and qualitative with what is indicated in the accompanying transport document. In case of discrepancy, the same must be reported on the same document accompanying and confirmed within 7 (seven) days by fax or registered mail to the Supplier or commercial reference. Even in the presence of intact packaging, the products must be checked within 7 (seven) days of receipt. Eventual hidden anomalies, will have to be reported in writing by fax or registered mail to the Supplier. Any report beyond these terms, will not be taken into account. For each statement, the Customer assumes full responsibility for what is declared.

**12.5.** The Customer, within 15 (fifteen) days, may request the cancellation of the order or part of it, refunding the Supplier of the expenses already incurred under this Contract with the payment, also, of a penalty determined equal to 30% of the total cost of the order.

**12.7.** Any shipping errors or missing material must be reported promptly, no later than 7 days, in writing and / or by e-mail.

### **13. DURATION OF CONTRACT.**

**13.1.** The duration of the Contract, which generally corresponds to the production and delivery times of the plant or specific components, is determined in the contractual offer and starts from the date of acceptance of the latter.

### **14. CONTRACT VARIATIONS.**

**14.1.** The Customer may request, or the Supplier may propose, changes in the manner of performance, content of activities or volume of services related to the Contract with the Supplier.

**14.2.** If, during the course of work, modifications to the Contract should become necessary as a result of new situations that have emerged and were not foreseen, or not regulated, or of new requirements expressed by the Customer and in the event that such fees were not foreseen in the contractual offer, the Supplier will communicate to the Customer within 15 (fifteen) days from the Customer's request, or at the same time as the presentation of its proposal, the costs and other conditions for the implementation of such modifications.

**14.3.** Similarly, any variation to the execution of the Contract after its acceptance will be treated in the same way as provided for in the previous point and on the basis of specific agreements if not already included in the contractual offer.

**14.4.** The cost for any changes will be calculated on the basis of the rates indicated in the contractual offer or according to what emerges following the analysis of the new request.

**14.5.** Modifications shall become binding on the Parties only after the Party receiving the proposal has expressed its written acceptance to the proposing Party. Pending such acceptance, the Supplier shall continue to carry out the activities in accordance with the terms of the contractual offer accepted by the Customer.

### **15. NON-COMPETITION CLAUSE.**

**15.1.** The Parties undertake not to engage in any direct or indirect competitive practices to the damage of each other.

**15.2.** The Customer undertakes not to divulge and/or use the technical information received under penalty of compensation for all damages suffered by the Supplier.

### **16. TERMINATION OF THE CONTRACT AND WITHDRAWAL OF THE PARTIES.**

**16.1.** In case of an unjustified non-fulfilment of one Party to the obligations provided for by the Contract, the other Party may order in writing, by means of a specific and detailed communication, the non-fulfilling Party to remedy within a peremptory term of 60 days. If the intimated Party, within



such peremptory term, has not provided for the remedy of the non-fulfilment, the intimating Party may communicate in writing its will to consider the Contract or an autonomous part of it as terminated.

**16.2.** The Parties expressly agree that if the Supplier's non-performance relates to a non-essential part of the Contract, and the other Party has an interest in receiving the services not affected by the non-performance, the termination may be invoked and shall be effective only with reference to such part of the relationship (and the Contract shall remain effective as a negotiated settlement of the other services provided). This is without prejudice to the Supplier's withdrawal clause.

**16.3.** Each Party shall have the right to withdraw from the Contract at any time, without any charge whatsoever, if the other Party is subject to bankruptcy proceedings, is manifestly insolvent or is put into liquidation, including voluntary liquidation.

#### **17. TRANSFER OF CONTRACT.**

**17.1.** The Contract and the rights and obligations deriving therefrom may not be assigned in whole or in part to third parties without the prior consent of the other Party, with the exception of the assignment of the credit.

#### **18. DATA PRIVACY.**

**18.1.** The Customer declares to have read the information on the processing of personal data under Articles. 13-14 Reg.to EU 2016/679 delivered by the Supplier.

#### **19. COMPETENT COURT AND APPLICABLE LAW.**

**19.1.** For any dispute relating to the interpretation, execution and termination of the Contract, the Court of Bergamo will have exclusive jurisdiction.

**19.2.** Any contractual relationship to which these General Conditions are applicable is governed by Italian Law.

#### **20. DOMICILE OF THE PARTIES. COMMUNICATIONS.**

**20.1.** The Parties will be domiciled at their respective offices.

**20.2.** For service communications deriving from the execution of the Contract, the addresses notified without any particular formalities by the persons in charge of the Contract shall apply.

#### **21. COMMUNICATIONS AND FORMALITIES.**

**21.1** All notifications and other communications relating to the Contract will be made and sent in writing, even by fax, to the address provided by the Customer to the Supplier and vice versa.

#### **22. ALL-INCLUSIVE CONTRACT. FOREWORDS. ATTACHMENTS.**

**22.1** No modification or amendment to the Contract shall be effective between the Parties unless specifically approved in writing by the Parties.

**22.2.** The Parties mutually acknowledge that the forewords to these General Conditions are to be understood as an integral part of the same and, therefore, of any Contract entered into by the Supplier.

**22.3.** The Parties also acknowledge that the contractual offer (and any attachments) is an integral part of the Contract.

#### **23. CONTRACT INTERPRETATION.**

**23.1.** The eventual invalidity or ineffectiveness of one or more contractual clauses will in no case affect the validity or ineffectiveness of the other contractual clauses.