

## **GORRERI SRL** **Food Processing Technology**

### **GENERAL CONDITIONS OF SALE, DELIVERY AND COMMISSIONING**

#### **1. General Premise**

Without prejudice of a different written agreement between the parties, all legal and commercial transactions having as subject the engineering, manufacturing and sale of machineries, production lines and technologies by Gorreri Srl are exclusively governed by the present General Conditions.

The present General Conditions have to be considered as integral part of any Offer and any Order confirmation prepared and sent by Gorreri Srl and are intended as accepted at the moment of its underwriting.

Without prejudice of an expressed written agreement between parts, the Present General Conditions prevail above all the general or special conditions of Sale and/or Purchase of the Customer.

Verbal agreements, costs estimation and not written quotations, particular conditions, hourly cycles, machinery production capacity are not in any way binding if not confirmed in writing by Gorreri Srl inside its Order Confirmation duly undersigned by Gorreri Srl and by customer for acceptance. Any good supplied by Gorreri Srl will remain of exclusive property of Gorreri Srl until the full payment of the agreed sale price stated in the duly undersigned Order Confirmation. Until the change of the goods ownership, goods cannot be resold, assigned, pledged, without the written consent of Gorreri Srl.

#### **2. Sales price**

If not otherwise agreed and signed in the Order Confirmation, all prices are intended as EX WORKS (Incoterms 2010); all prices are net prices, without any applicable sale tax or value-added tax.

Detriment risks, deterioration or other pass to Customer at the moment of the transfer of the goods to the first carrier or forwarder at Gorreri Srl establishment. This is also when it is agreed that the supply is free of charge or that the shipment or part of it is managed by the Company and also when the goods must be carried previously to another company for the processing.

If not otherwise agreed and signed in the Order Confirmation, customs duty, shipment and travel costs, goods insurance costs, accommodation of the personnel appointed by Gorreri Srl in acceptable lodgings in line with Central European standards, shall be borne by Customer.

Prices stated in the expired Offers and Order Confirmations and anyway not undersigned for acceptance by customer within the validity date here indicated, are not binding and may be modified by Gorreri Srl.

Expenses related to project and/or goods modification already in production required by Customer after the signing of the Order Confirmation and price there indicated, will be at Customer's charge and shall be paid within the shipment date of the goods. Any subsequent modification to the project that results to be necessary for technical data, environmental production or for conditions or factors not previously and promptly communicated by Customer, shall be at Customer's charge.

Machineries engineered and manufactured by Gorreri Srl shall remain of Gorreri Srl ownership until the complete payment of the agreed price written in the Order Confirmation.

In case Customer will not proceed with the payment of the determined amounts at the readiness of goods and will not proceed with the pickup of the goods at Gorreri Srl, Gorreri Srl will be entitled to keep the amounts paid by Customer until that moment as well as act for the compensation of the suffered damage and act to obtain the fulfilment of the contract at the competent judicial offices.

#### **3. Terms of payment**

Payments terms stated in the Order Confirmation undersigned by parties shall be executed not beyond the agreed terms and anyway within the date stated on the Invoice issued by Gorreri Srl, without deductions or any reserve of right.

Any divergent payment agreement shall require a separate agreement in writing.

(Payment terms agreed as in advance) Advanced payment shall be made immediately and simultaneously when returning the undersigned Order Confirmation to Gorreri Srl; otherwise, the order won't be processed and the delivery period will be extended in relation to the delay of the payment, except anyway the previous orders that will have the first option in terms of production, without this may be considered anyway a delay in the delivery of the goods by Gorreri Srl.

#### **4. Installation and commissioning**

If not otherwise agreed, installation and commissioning costs of machineries will be at buyer's charge. Periods and days indicated for installation and commissioning in Gorreri's Order Confirmations are not binding. If installation and commissioning of the machineries require more time than the quoted ones, extra costs will be at buyer's charge.

The Customer shall take the necessary precautions to prevent accidents and protect the personnel deployed by Gorreri Srl. It is absolutely forbidden to Gorreri technicians to work in danger conditions, e.g., in presence of suspended loads, building renovation in progress, bulky and/or dangerous materials movement, etc. Also in such cases, Gorreri personnel will be authorized to suspend installation and commissioning operations and eventually to come back to our Headquarter in Italy at Customer's charge that will bear successive interventions that will be scheduled based on previously organized interventions to other customers without this may implicate any liability or delay by Gorreri Srl.

Gorreri technicians are not in any way authorized to perform operations and technical interventions on machineries that are not specific subject of the Order Confirmation attached to the present General Conditions of Sale, Delivery and Commissioning. No responsibility shall be attributed to Gorreri Srl for damages eventually caused by its own technicians on machineries of Customer's property and not subject of the Order confirmation connected to the present General Conditions.

Local transportations, travel costs, flight tickets, living expenses and board and lodging costs of the personnel sent by Gorreri Srl will be at buyer's charge.

During installation and commissioning of machineries, Customer undertakes to supply without delays all operative material (ingredients, water, prepared mixes, etc.) and the energy supplies (power, water, hot water, pressurized air, etc.), needed for the

functioning of the machineries inside locations where these have to be installed as Gorreri technicians may immediately start the installation and commissioning operations. Otherwise, Gorreri Srl technicians are authorized to cease the operations and come back to Gorreri Srl at Customer's charge.

Customer shall moreover supply all the necessary ingredients and raw material and technologically suitable for the commissioning of the machinery. No responsibility related to the quality of the end product, during both the commissioning phase or later, can be attributed to Gorreri Srl for the inadequacy of the ingredients, materials, resources or other machineries (ovens, dosing units, dough preparation systems, etc.) not supplied and not manufactured by Gorreri.

Unless otherwise agreed and subscribed in the Order Confirmation, no technological support can be supplied by technicians sent by Gorreri Srl for the recipe and product realization during the installation and commissioning of machineries.

Gorreri Srl guarantees the correct mechanic and electronic functioning of its machineries as well as the number of mechanic cycles stated in its own Order Confirmation only if are used products, ingredients and raw materials suitable for the required productive process.

Gorreri Srl shall not be considered liable because of the lack of the necessary technological characteristics of the products, ingredients and raw materials used by the Customer.

The same failings cannot justify in any way the refusal by the Buyer to sign the commissioning document.

For the purpose of the warranty and proof of the effected installation and the commissioning of the machineries, the appointed technicians by Gorreri Srl are expressly authorized by the Customer to make photos and videos of the machineries as well as the installation and commissioning operations. This documentation may be used by Gorreri Srl as full and complete proof of the good working of the machineries and their effected installation independently by the unjustified denial given by the customer to sign the commissioning document.

## **5. Warranty**

Gorreri Srl guarantees the good construction of machineries for a 12-months period, starting from the commissioning of the machines, that must be carried out within and not later than 30 days from the delivery date of the goods.

If the shipment, the installation or the commissioning of machineries are delayed for any reason not due to GORRERI SRL, the warranty will decline 18 months at the latest, after the goods ready notice.

The parts that will be proved to be faulty due to the material's quality, manufacture or assembly, will be repaired or replaced free of charge and will take effect a new 12-months warranty only for these parts.

The warranty is for both mechanic and electric parts, as well as the electronic parts.

The warranty will not be recognized to the parts damaged by improper use or worn out by the normal use and it doesn't cover damages resulting from electric phenomena.

The warranty is in any case limited to the supply of the parts to be replaced EX WORKS and it doesn't include the necessary labor for the replacement of the parts, as well as the costs resulting from the replacement.

The warranty doesn't cover, moreover, any damage (production loss) that may be caused by a stop of the machine due to any reason.

The warranty declines in case of modifications of the machineries that have not been agreed with GORRERI SRL, and/or in case of non-observance of the instructions for the preventive ordinary maintenance indicated in the manual; furthermore, all the intervention to restore the good state of the machineries or modifications made by the customer or by third parties without GORRERI SRL's preliminary authorization will relieve the company itself from any responsibility.

Warranty moreover falls in case material has been transported inadequately or stacked in not suitable places to safety and to good maintenance of equipments and their electric and electronic parts.

Warranty is not applicable for damages or defects caused to the machinery by power surges, wrong wirings in the production site and generally by defective connections to utilities of the Customer or inadequate to the use with the machinery with reference to the indications stated on the Order Confirmation and in the maintenance manual.

Wear and tear of parts or defects caused by the use of not suitable detergents, recipes, types of doughs or batters, operative resources or caused by the climate in the installation site are excluded from the warranty.

Defects and claims notice of every type shall be promptly notified to Gorreri Srl within and not later than three working days; otherwise, the warranty coverage will be excluded; notification shall be sent in written form, contain an exact description of the defect and be supported by video and photo documentation.

Customer shall be required of reimbursing the incurred expenses by Gorreri Srl to determine the absence of defects, in case these will result inexistent or caused by the customer itself.

In case there is a contributory responsibility between Gorreri and the Customer in the cause of reported defects during the warranty period, the expenses for the assistance will be invoiced at 50% of the price list, while will remain at customer's charge the expenses for travel, board and lodging of Gorreri technicians.

## **6. LIABILITY**

Gorreri Srl shall not be considered liable for damages deriving by an improper use of machineries, their improper storage and by an use of the same by a not duly instructed personnel as well as failed observance of working, maintenance and safety instructions, by the Customer or third parties.

In particular, Gorreri Srl shall not be considered liable for damages deriving by an incorrect use or by-pass of physic, mechanic, electronic and electric safety systems, programmed and installed on machineries.

Gorreri Srl shall not be considered liable in case of impossibility of providing assistance for not ascribable causes to Gorreri itself, e.g., connection losses, corporate servers malfunctioning, impossibility of providing assistance by remote, coincidence or force majeure.

Gorreri Srl shall not be considered liable for the failure or not correct working of the machineries any time the functioning of machineries and the quality of the final product depend by other machineries, by technological characteristics of ingredients and by used products, by lacking of technical and technological essential features of all that is not supplied by Gorreri Srl.

Customer undertakes to respect all laws, regulations and other legal requirements applicable in terms of export, import, sale, distribution, marketing and assistance to customers with relation to products and/or services, including, without limitations, corruption fighting and anti-corruption legislation applicable in the country in which Customer has his own Headquarter or in the place where are located the goods delivered by Gorreri.

Customer undertakes to avoid or omit, directly or indirectly, any action that may bring to sanctions in matter of corruption, fraud or violations in business laws or insolvency. In case this clause will be violated, Gorreri Srl has the right to resolve any contract in force with the Customer and request the compensation of all damages arising from this behavior.

Gorreri Srl shall not be considered liable if not for proven damages resulting from willful intent or gross negligence.

#### 7. INTELLECTUAL PROPERTY

Software, technological solutions, know-how, layouts, projects as well as all material supplied along with the machinery and in the engineering process of the same are and shall remain, even after the sale of the machine, of the sole property of Gorreri Srl.

It is expressly forbidden to Customer to disclose documentation regarding software, working systems, videos of machineries, layouts, production calculations of Gorreri Srl to third parties and Customer shall be considered responsible for any damage resulting by disclosing technologies, working systems, software of other.

#### 8. APPLICABLE LAW

The present contract and all the contractual and pre-contractual relationships between Gorreri Srl and the Customer are regulated by the Italian law.

For any controversy or dispute related to the interpretation of the present General Conditions and whatsoever written or not written agreement between Gorreri Srl and the Customer and for any controversy that may arise from them is exclusively under the jurisdiction the Court of Reggio Emilia (Italy).

Gorreri Srl

The customer



Following articles 1341, second paragraph and 1342, Customer declares of having read and approve specifically and separately the following clauses of the present General Conditions of Sale, Delivery and Commissioning: 1. Premise, 2. Sales Price (and ownership reserve), 3. Terms of Payment, 4. Installation and commissioning (of machineries), 5. Warranty, 6. Liability, 7. Intellectual Property, 8. Applicable Law (and court jurisdiction).

Gorreri Srl

The customer



#### INFORMATION FOR THE PERSONAL DATA PROCESSING /PRIVACY

The present information is based following art. 13 of the d. lg. 196/2003 – Code regarding personal data protection and art. 13 of the EU Regulation n. 2016/679 (following “GDPR 2016/679”), with protocol for the protection of people and other subjects regarding the personal data treatment, we would like to inform you that your personal data ( e.g. name, surname, company name, address, telephone number, email, bank and payment details) will be subject to be treated with the respect of the law over mentioned.

In particular, these data should be utilized by Gorreri Srl, with headquarter in Strada Cisa 172, 42041 Sorbolo Levante di Brescello (RE) – Italy (Controller of the treatment) to finalize contracts, fulfill pre contractual, contractual and fiscal duties deriving from current relations; fulfill duties in compliance with its legal obligation, with a regulation, with UE legislation or with an order given by Authorities (as, for example, in anti-money laundering legislation) as well as exert rights of the Owner, for example the right of defense in court proceedings.

Prior your specific and separate consent (art. 23 and 130 Privacy Regulation and art. 7 GDPR), your data may be utilized for the following marketing activities: delivery by email, newsletter, commercial communications and/or advertising material on products or services offered by Owner.

We point out that if you are already our customer, we may send you commercial communications related to services and products of the Owner similar to the ones you already benefit, unless your opposition (art. 130 c. 4 Privacy Regulation).

Treatment of your personal data is realized by means of operations stated in art. 4 Privacy Regulation and in art. 4 n. 2) GDPR and precisely: collection, registration, organization, conservation, consultation, elaboration, modification, selection, extraction, comparison, use, interconnection, block, communication, cancellation and destruction of the data. Your personal data will be subject to treatment both on paper and electronic and/or automated form. Owner will treat personal data for the necessary time to fulfill the above purpose and however no more than 10 years from the expiration of the RAPPORTO for the purpose of Service and for no more than 2 years from the collection of the data for Marketing purposes.

Your data could be accessible to employees and staff of the Owner in Italy and abroad, in their quality of internal responsible of the treatment and/or system administrators; to third companies or other subjects (for information only, credit institutions, professional offices, consultants, insurance companies for the provision of insurance services, etc.) that carry out activities in outsourcing on behalf of the Owner, in their quality of external responsible of the treatment.

Owner may disclose its data for the purpose on art. 2A) to Supervisory bodies (as IVASS), Judicial authority, to insurance companies for insurance services, as well as to those subjects communication is mandatory by law for the completion of said purposes. These subjects will treat data in their quality of autonomous owner of the treatment.

Your data will not be distributed.

Personal data are stored on servers located inside the European Union.

In any moment, it will be possible to obtain a) update, correction or, when there is any interest, integration of data; b) cancellation, transformation into anonym form or data blockage treated in law violation, including those whose it is not necessary the retention in relation to the goals for which data have been collected or successively treated; c) certification that the operation as per a) and b) letters have been brought to, even for what concerns their content, of those data have been communicated or distributed, except the case in which this fulfillment is impossible or entails a use of means manifestly not proportioned in relation of the protected right. In any moment it will be possible moreover to oppose, completely or in part: a) for licit reasons to the treatment of personal data that regards you, although relevant to the goal of the collection; b) to treatment of your personal data for the purpose of sending advertising material or direct sale or for the completion of market research or commercial communication, by using calling automated systems without the intervention of an operator by email and/or traditional marketing means using telephone and/or paper form. It is noted that the opposition right of the interested party, described on preceding b) point, for direct marketing purposes through automated means is extended to those traditional and that anyway remains safe the possibility of the concerned party to exert the right of opposition even only in part. Therefore, the concerned party may decide to receive only communications by traditional means or only automated communications or neither of the two typologies of communication. Where applicable, he has moreover the rights following art. 16-21 GDPR (right of rectification, right to be forgotten, right of limitation of the treatment, right of the data portability, right of opposition), as well as the right of complain to the responsible Authority.

In any moment, he can exert his rights writing to Gorreri Srl, Strada Cisa n. 172, Sorbolo Levante di Brescello (Italy) or sending a message by email to [newsletter@gorreri.com](mailto:newsletter@gorreri.com). The updated list of responsible personnel and responsible to treatment is kept in the registered office of the responsible of the treatment.

Responsible of the treatment is Gorreri Srl, with registered office in Strada Cisa n. 172, Sorbolo Levante di Brescello (RE) – Italy.

**I expressly authorize Gorreri Srl to the treatment of my personal data in order to send me offers, e-mails, newsletters, commercial communications and/or advertising material on products or offered services.**

(Signature)\_\_\_\_\_