



GENERAL SALES TERMS

1) GENERAL TERMS

The present General Sales Conditions (hereafter in short "General Conditions") form an integral part and discipline all contracts and agreements between GIGANT ITALIA S.R.L. (hereafter in short "Seller" or "Manufacturer") and any buyer of the equipment and/or the goods sold (hereafter in short "Buyer" or "User").

Besides the sales conditions applying to the specific order, when Buyers sign the agreement and/or accept the order confirmation, they also accept the content of the present General Conditions and bind themselves to observe the performance of the contractual agreement with the Seller.

The General Conditions are published on the seller website at the link: www.gigantitalia.com, under "International Sales Terms", where they can be read, downloaded, saved and printed. Therefore, they are considered known and knowable to all Buyers upon accepting the Order Confirmation and/or signing the purchase agreement.

2) INTEGRATIONS OR CHANGES TO THE GENERAL CONDITIONS

The present General Conditions are applied to all contracts and agreements between the Seller and the Buyer without the need for specifically referring to them and/or a specific agreement after every single transaction. Any integration or change to the General Conditions is to be agreed upon in writing between the Seller and the Buyer.

In case of exemptions agreed in writing, the present General Conditions will continue to apply to the points not exempted.

The present General Conditions prevail over any similar document provided by the Buyer, unless the Seller does not specifically agree to using the latter; in any case, without a specific exemption the effectiveness of the present General Conditions does not fail to apply and must be coordinated accordingly.

3) ORDERS – ORDER CONFIRMATIONS – CONTRACTS

The order is irrevocable and binding for the Buyer on the day it is received by the Seller and it is to be considered accepted by the Seller only upon sending a written confirmation (Order Confirmation) to the Buyer.

The contract is considered finalized and binding for the parties when the Seller's Order Confirmation is received (via e-mail, fax, mail, hand-delivery) and accepted by the Buyer.

The Order Confirmation sent by the Seller and accepted by the Buyer defines and expresses all the final binding conditions and contents of the contract, and totally replaces the initial order.

In any case, the content of the Order Confirmation, even in case of additions, limitations or changes to the initial order, has to be agreed upon by the Buyer.

Any written or verbal condition sent by the partners of the Seller, even by its employees or sales agents, is devoid of value when not specifically mentioned in the Order Confirmation and if not confirmed in writing by the Seller. Any request of change to the Order Confirmation by the Buyer is subject to the written approval of the Seller and must promptly be sent so as the requested changes can be enacted also with regards to the organisation and the production plan of the Seller. In this case the Seller has the right to postpone the delivery of the product and to change the price. This except for what is specified by article 5 ("Technical changes during the order execution") of the present General Conditions.

Any amount paid by the Buyer with the order is to be considered as a first instalment to the Seller. Cashing of such amounts and issuing invoices according to the law does not mean that the Seller accepts nor confirms the order. In case the order is rejected, the seller is only meant to return the amount received. Any other and further claim of the Buyer is explicitly rejected.

The technical offers sent to the Buyer by the Seller are not binding for the Seller, especially with regards to the quantities, prices and delivery terms.

4) CATALOGUES, PRICE LISTS AND TECHNICAL DOCUMENTS

Technical data, sizes, weights, drawings and other technical specifications of the machines and of the related accessories listed in catalogues, price lists and in other documents of the Seller are to be considered as general and not binding for the latter, except for when directly mentioned in contracts and accepted Order Confirmations.

The Seller has the right to change one or more of the abovementioned specifications at any time and without notice, according to his unquestionable opinion, and no responsibility may follow for the



Seller on the abovementioned changes.

Drawings, catalogues, manuals, softwares and the technical information and documentation of the subject of the sale, given from the Seller to the Buyer before or after the creation of the contract, remain the sole property of the Seller. The Buyer cannot use the information received for any scope that differs from the initially given one. In any case, the Buyer has to treat as confidential and with commercial secrecy all drawings, information and technical documents.

The Buyer has the right to use softwares, know-how, and all the documents supplied by the Seller exclusively within the scope for which the information was initially supplied without any right to copy, replicate, modify it or to forward it to any third party.

5) TECHNICAL CHANGES DURING THE EXECUTIONS OF THE ORDER

Technical changes, even non-substantial ones, requested by the Buyer after signing the contract and during the execution of the order, are considered accepted by the Seller only with a specific written confirmation. In this case, the Seller has the right to delay delivery terms and to change the price originally agreed. The changes thus agreed will be implemented according to the prior commitments and organization of the Seller, who will unilaterally reconsider the necessary timing. The expenses incurred and the additional costs due for such changes will be the sole responsibility of the Buyer.

6) DELIVERY TERMS

Delivery is intended when the Seller informs the Buyer in writing that the goods are ready and available.

Delivery terms are established by the parties in the Order Confirmation. To calculate the delivery deadline, if not otherwise agreed as a fixed date, only working days will be taken into account. Weekends, holidays, closing company days and strike days will not be accounted for. Compliance with the delivery deadline means that all commercial, administrative and technical aspects have been defined and agreed upon by the contracting parties and that the Buyer has completed all the obligations, including presenting the appropriate documents, obtaining any commercial, administrative or banking authorizations by third parties, and paying the amount due, in full or in part, according to the terms agreed in the Order Confirmation or to any guarantee contractually established.

Delivery terms are meant in favour of the Seller, and therefore a tolerance of one week's grace period is applied to any delivery month.

If a delay in the delivery of some components of the product does not exclude or prevent its normal use, this delay is not considered a delivery delay as a whole and the provisions of article 12 ("Partial supplies by the Seller") of these General conditions will apply.

If the Buyer is late in fulfilling his obligations according to the terms agreed in the Order Confirmation and in any subsequent written change, the Seller's delivery time will be extended to the extent corresponding to the fulfilment of the Buyer's obligations.

Contractual delivery terms are intended as rightfully extended in case of:

- a) force majeure, fortuitous events, unforeseeable circumstances, and in any case independent of the Seller's will, even if such circumstances occur to third parties, essential to the Seller's job, or to the Seller's subcontractors;
- b) strikes, lockouts or trade union actions, even if such circumstances occur to third parties, essential to the Seller's job, or to the Seller's subcontractors;
- c) delays due to Homologation and/or Classification Institutes, when required;
- d) implementation of technical changes requested by the Buyer after the Order Confirmation or during the execution of the order itself, as provided in the previous articles 3 ("Orders - Order Confirmations - Contracts") and 5 ("Technical Changes During the Execution of the Order");
- e) anytime, for causes not attributable to the Seller, when delivery within the established terms is excessively expensive.

The Seller may deliver all or only part of the goods in advance; in the event of early delivery, the Seller has the right, until the contractually scheduled date for the delivery of the goods, to supply any missing parts or new goods to replace any non-compliant item already delivered, as well as making up for any defect of the goods.

In any case, any liability of the Seller for any damage to the Buyer related to early deliveries is excluded.



7) GOODS DELIVERY DELAY ON REQUEST OF THE BUYER

If the collection and/or shipment of the goods is delayed on request of the Buyer, the latter will anyway be required to make the payments for the scheduled dates.

All risk and/or responsibility for the preservation of the goods passes to the Buyer himself starting from the agreed delivery date, regardless of whether the right of ownership remains with the Seller or not. The costs of storage, insurance and/or any expense incurred for any other reason will be charged to the Buyer.

8) GOODS COLLECTION FAILURE BY THE BUYER

The Buyer is always required to take delivery of the goods, even in case of partial deliveries, and also when the goods are delivered before the established delivery date or after that date.

In case of failure to collect the goods within this period, the Buyer will bear all the costs that may arise and any amount due to the Seller, for any reason, will be immediately chargeable.

In any case, if the Buyer does not collect the goods and/or does not authorize their delivery within 30 (thirty) days from the Seller's notice, the latter will have the right to immediately demand the full payment of the price of the sale from the Buyer, pursuant to art. 1186 of the Civil Code, regardless of the contractually established terms, in addition to the application of a penalty sum equal to € 100.00 for each day of delay, up to a maximum of 30% of the total value of the contract, barring larger damage.

Subject to written communication, the Seller will still have the right to terminate the contract due to the Buyer's breach, pursuant to art. 1456 of the Civil Code, or to rescind pursuant to art. 1385 of the Italian Civil Code or to art. 1373 of the Civil Code, keeping the amounts already received, placing any further damage at the expense of the Client.

9) PLACE OF DELIVERY

Unless otherwise agreed in writing, the place of delivery of the goods is intended as Ex-Works, i.e. at the Seller's factory. The Buyer will be notified in writing of the availability of the goods and will be able to collect them during the opening hours of the production plant.

10) TRANSFER OF RISK

The risks related to the sale are transferred to the Buyer when the goods are ready at the Seller's premises and notice is given that they are made available in accordance with article 6 ("Delivery terms") of the present General Conditions. In the event of the Buyer's failure to take delivery of the goods, the risks pass to the Buyer and the Seller is not in any way liable for the deterioration or damage of the goods after the transfer of risks.

Under no circumstances is the Buyer released from the obligation to pay the price when the deterioration or damage of the goods occur after the transfer of risks.

11) PENALTIES TO BE CHARGED TO THE SUPPLIER DUE TO DELAYED DELIVERY

Except as provided in the following article 23 ("Termination of the contract caused by the Seller"), in case of delay in the delivery of the product or goods by the Seller with respect to the established terms, not due to any unforeseeable circumstances or force majeure, without prejudice to the validity of the contract, to silence any right and/or claim of the Buyer, a penalty equal to 0.30% of the price of the supply for each week, calculated from the agreed delivery date, up to a maximum total equal to 3% of the net value of the supply will be recognized.

This penalty cannot be combined with other penalties provided for by the present General Conditions.

Any appeal to article 22 ("Force majeure and unforeseeable circumstances") will interrupt the application of possible ongoing penalties.

The Buyer will not be entitled the penalty payment:

- a) if no reasoned request is made to the Seller;
- b) if the Buyer is not ready to receive the goods;
- c) if the works pertaining to the Buyer have not been prepared.

12) PARTIAL SUPPLIES BY THE SELLER

Delivery delays, as per the agreed terms, of equipment or accessories belonging to the supply, but not damaging the normal functioning of the machine, will not entitle the Buyer to suspend the payments, but only to postpone them, if the Seller agrees.



13) TRASPORT

The goods are always transported for and at the risk of the Buyer, even if the choice of the shipper and/or carrier and/or the cost of transport is, by express contractual agreement, borne by the Seller. The latter will carry out the shipments in the way he deems most convenient, relieving himself of any responsibility.

The costs for unloading and transporting the machine are always borne by the Buyer; any damage to the machine that may occur during transport and/or unloading cannot give rise to any kind of Buyer's claim against the Seller, even when the transport cost is paid by the latter according to specific contractual agreements.

In the event of shortfall or damage, the Buyer must in any case provide for the goods collection and he is in charge of submitting a complaint, upon receipt of the goods, to the shipper or to the carrier. Any kind of taxes, duties, customs duties and the like related to the contract are also charged to the Buyer and, in any case, the same amounts will be reimbursed to the Seller if they had been advanced.

14) MACHINE INSURANCE DURING TRANSPORT

Transport insurance will have to be expressly requested by the Buyer and it will be at his expense, even when the transport costs are agreed to be borne by the Seller.

In the last case, should any damage due to transport be noticed, the Buyer has to do the following:

- a) Promptly inform the Seller with a written communication within 24 hours;
- b) Make the necessary written complaints to the carrier before accepting and/or unloading the machine, if necessary, holding the truck/container until the Insurance Company Agent arrives;
- c) Send to the Seller within 24 hours a copy of the inspection report.

15) PRICES

The price of the goods, as indicated in the Order Confirmation and unless otherwise agreed in writing between the parties, is understood to be Ex-Works. Packaging, assembly and any other additional costs are to be considered excluded. The price does not include VAT (Value Added Tax), where due.

In the event that, between the time of ordering the product and that of its delivery, an increase in the costs of raw materials or an unexpected change in exchange rates of more than 3% occurs, the Seller will have the right to adjust the price, which will be communicated before the delivery of the goods or, in case of payment in instalments, before the payment of the last instalment. This increase does not entitle the Buyer to terminate the contract.

Unless otherwise agreed, customs duties, taxes of any kind and nature, costs of any kind due out of the country of production are the responsibility of the Buyer, who is in any case required to reimburse the Seller if they had been advanced.

Under no circumstances may the Buyer compensate or reduce the price with any claims for damages and/or faults and defects in the product sold.

16) PAYMENT TERMS

Payments must be paid to the Seller on a bank account in his name, which will be indicated upon the finalization of the contract, within the terms indicated in the Invoice or in the Order Confirmation. Different payment methods or terms, to be valid, must be agreed upon in writing.

The Seller has the right to accept bank checks, promissory notes, transfer of properties and/or bank receipts as payments, which, however, will not constitute novations of the original credit, nor will they be able to move the territorial jurisdiction in the event of a dispute.

In case of deferred payments, the Seller is entitled to charge interests in arrears, at the bank rate of the time of issue of the bonds, in addition to the costs of collection, of the tax of the promissory note and of the registration of the contract; in this case, a non-payment, even of a single instalment, will make the Buyer lose the benefits of the term, pursuant to and by effect of art. 1186 Civil Code, and all the instalments not yet due will become immediately due.

In any case, payments cannot be suspended for any reason. If there are complaints, the "solve et repete" clause, explicitly accepted by the Buyer, must be applied.

17) DELAYS IN PAYMENTS AND CONVENTIONAL INTERESTS IN ARREARS

On the amounts due to the Seller not paid within the agreed terms, the interests in arrears are calculated on the basis of the official ECB discount rate, increased by 4 percentage points, or on the basis of the provisions of the Legislative Decree 231/2002 and subsequent amendments, if a higher percentage is provided, without prejudice to the compensation of any further damages.

However, the above does not give the Buyer the right to defer payments or other contractual



deadlines.

18) SALES WITH PAYMENTS IN INSTALMENTS – RESERVATION OF PROPERTY

In case of a sale for which the payment of the price in instalments is agreed, the abovementioned sale is intended to be finalized with reservation of property in favour of the Seller, according to art. 1523 of the Civil Code; in this case, therefore, the goods subject to the sale will become property of the Buyer only upon payment of the last instalment, even if all related risks are borne by the Buyer since the delivery.

In this case, the Buyer, until the final settlement, acts as the depository of the goods, binding himself to make good use of the goods according to their purpose, using them according to the accident prevention regulations in force, not alienating them nor transferring them to any third party, not creating any obligation nor guarantees on the goods themselves, not moving them from the place indicated for their installation without previous written agreement of the Seller; the Buyer also binds himself to promptly inform the Seller in case of any action by third parties carried out on the goods.

19) SUPPLY INTERRUPTIONS

Not respecting the payment terms and/or the obligations of the Buyer entitles the Seller to:

- 1) interrupt the execution of his contract obligations without any notice;
- 2) obtain the damage compensation, according to the progress of work.

During the contract execution, if any variation of the legal nature or the juridical status or the company structure of the Buyer occurs, or if the Buyer's financial conditions have become such as to endanger the achievement of the economic consideration, the Seller has the authority to interrupt the supply or the execution of the ongoing order and/or adequate guarantees for its completion.

20) PACKAGING

The packaging necessary to transport the product will be charged by the Seller to the Buyer at cost and will not in any way be refunded to the Buyer.

21) TECHNICAL ASSISTANCE AND ASSEMBLY

Prices agreed for the products, according to article 15 of the present General Terms, do not include the assembly costs of the machinery at the location designated for its installation. When assembly and installation are performed by the Seller, the Buyer will provide, at his own care and expense, at the agreed time and under his responsibility, the staff to help and assist the assembly and maintenance works; the Buyer will do everything he can to make sure the work starts immediately after the arrival of the Seller's technicians and that it continues to its completion without any interruption.

The Buyer will also bear the costs of any preparatory work, included construction works, and in particular:

- a) connections needed for the functioning of the machine (electricity, suction, compressed air, water, etc.);
- b) equipment and tools needed, included all lifting, unloading and transport means within the Buyer's premises;
- c) suitable tools for the first agreed tests.

The Seller will send his technicians only upon receipt of the written confirmation, on the Buyer's part, that everything listed in the above points is ready.

Should the Seller's technicians, during the machine assembly, be forced to suspend or slow down their operations because of the lack of services pertaining to the Buyer and listed above, the Seller is entitled to withdraw his staff and to establish a new date to resume operations. In this case the additional costs borne by the Seller will be charged to the Buyer, regardless of the previously agreed conditions and notwithstanding them.

To avoid any objection on the working hours of the Seller's technicians, the Buyer is obliged to sign the form for the technicians presence prepared by the Seller. Otherwise, the hours of work referred to in the summary note written by the Seller at the end of the work will be considered valid and correct.

22) FORCE MAJEURE AND UNFORESEEABLE CIRCUMSTANCES

Should force majeure and/or unforeseeable circumstances prevent or delay by more than two (2) months the contract execution and/or the machine delivery, the Seller will have the right to terminate



the contract, either partially or entirely, without any compensation or indemnity for the Buyer, without prejudice only to the right of refund of the amounts paid, net of the expenses incurred by the Seller and calculated according to the progress of the work.

23) CONTRACT TERMINATION CAUSED BY THE SELLER

In the event of a termination caused by the Seller, the Seller will only be required to pay, as compensation and to silence any other right and/or claim of the Buyer, a penalty of up to 2.5% of the amounts paid (not combinable with other penalties provided in these General Conditions).

24) TESTS

When expressly agreed, tests will be carried out at the Seller's factory, at the presence of the Buyer. If the Buyer cannot be present at the internal test, this is carried out just by the Seller and is considered fully valid. Payment terms that start from the internal test remain valid even though the Buyer has given up his presence at the test.

Tests at the Buyer's factory, if previously agreed, will be carried out by the Seller's technicians at the presence of the Buyer not later than 15 working days after the assembly and the installation of the machine.

Any change to the supply that might be requested during the tests will undergo the provisions of article 5 of the present General Terms.

The final test and the acceptance of the product by the Buyer are meant positively completed with respect to the specifically contractually-agreed characteristics.

25) WARRANTY

Warranty conditions regulated here apply to any agreement, contract and or Order Confirmation related to the sale of the Seller's products, goods and machinery, unless otherwise agreed between the Parties.

The Buyer/User must use the product, the goods, the machine in accordance with the user manual. Any operation not explicitly described or not explicitly permitted in the machine use and maintenance manual is absolutely prohibited.

Before using the machine, the operator must carefully read and understand the machine use and maintenance manual and always keep it hand for easy consultation. For any question it is advisable to contact the Seller/Manufacturer immediately.

A) Duration

Warranties last 12 (twelve) months, starting from the date of the delivery by the Seller/Manufacturer as per the present General Terms, or for a shorter time whether the maximum amount of 3600 hours per year is reached.

This warranty time is also valid in case the delivery, test or installation are delayed due to the Buyer and/or User or for any cause not attributable to the Seller/Manufacturer.

For supplies and/or services from third parties, the Seller/Manufacturer is liable exclusively within the limits, within the times and according to the warranty conditions of the third-party supplier or sub-supplier; this does not give the Buyer/User any right, even damage-wise, towards the Seller/Manufacturer.

B) Subject

The warranty only covers defective components originally installed on the product, machine and/or system; the warranty is applicable to lines, machines and devices supplied by the Seller/Manufacturer that are properly maintained, following the directions supplied, and that are used in compliance to what indicated in the technical specifications provided by the Seller/Manufacturer, according to the operating conditions provided.

During the period of validity of the guarantee, the cost of broken or malfunctioning or abnormally worn components due to ascertained design, procurement, construction, assembly and installation defects, attributable only to the Seller/Manufacturer, will not be charged; in the presence of these conditions, the hours of work necessary for repairs will not be charged. The cost for the transport of the machine or the defective parts to the Seller/Manufacturer's site, if necessary, will be borne by the Buyer/User.

On the other hand, the following items are charged to the Buyer/User: a) travel expenses, the hourly rate for the Seller/Manufacturer's technicians' round trip, the costs for the transport of their equipment and necessary means; b) any accommodation and meal expenses for off-site technicians; c) any additional charge due to work and/or travel during the night or on holidays or weekends.



The warranty applies only to systems operating with the original software provided by the Seller/Manufacturer. If the equipment and manufacturing components delivered by the Seller/Manufacturer have been supplied by third parties, and are covered by the warranty of said suppliers instead of the warranty described here, the Seller/Manufacturer applies to the Buyer/User the warranties offered to him by said third-party Manufacturers/Suppliers.

The suitability for a particular purpose or the promise of a particular performance of the machine are valid only if specified and guaranteed contractually. For the purposes of identifying the quality of the essential elements of the machine and/or system, only what is described in the Order Confirmation signed by the parties is authentic and valid.

C) Claims and Complaints

Any request during the warranty period must be sent directly to the Seller/Manufacturer by the Buyer/User.

Any defects in the design, construction, supply, assembly, installation must be notified to the Seller/Builder's official mail, sent by the end of the day immediately following their discovery, in order to prevent any major damage and/or injuries. Failure to comply with these provisions releases the Seller/Manufacturer from any consequence of any damage and/or injuries resulting from delayed or omitted communications.

To allow a prompt and effective repair of the malfunctioning that has occurred, the Buyer and/or the User must guarantee the presence and availability of qualified staff, with whom it is possible to carry out the necessary operations to diagnose the fault and/or malfunctioning occurred, to obtain documentation, videos and anything else necessary and useful for the purpose.

D) Warranty Exclusions

Unless otherwise stated in the contract, the following is not included in the guarantee:

- a) replacement of the machine after maintenance due to failure;
- b) the cost of working hours of staff not directly appointed by the Seller/Manufacturer to carry out maintenance and/or repairs on the product;
- c) the cost of consumables and/or the rental of equipment and/or the purchase of equipment to perform maintenance and/or repairs by staff not appointed by the Seller/Manufacturer;
- d) the cost of any goods damaged or destroyed by the machine;
- e) damages deriving from any loss of income (direct or indirect) and/or any expenses (direct and indirect) of any kind (non-exhaustive example: evaluations and legal expenses) and/or any penalties (direct or indirect) and/or damages (direct or indirect) of commercial and/or aesthetic nature, due to the machine downtime and/or other machines and/or production lines in any way operating in cooperation with our machine and/or following any damage or destruction of goods;
- f) damages caused by the unsuitability of the environment in which the machine operates (non-exhaustive example: humidity or temperature or electromagnetic fields or dirt, exceeding the limits established in the use and maintenance manual and those established by the law);
- g) damages due to events not deriving from the normal operation of the machine (non-exhaustive example: atmospheric electrical discharges, voltage fluctuations, fires, floods, chemically and/or electromagnetically polluted environments; etc.);
- h) defects that derive from equipment designed by the Buyer/User, or from the incorrect operation of the machine or equipment, or from defects arising after modifications of the machine without the consent of the Seller/Manufacturer;
- i) the cost of non-original components and/or spare parts, i.e. not supplied by the Seller/Manufacturer, regardless of their similarity, and any damage resulting from their use.

In all the cases indicated above, in addition to the inapplicability of the warranty, the Seller/Manufacturer will not recognize any indemnity to the Buyer and/or User, for any reason.

The Seller/Manufacturer is not responsible for the lack of quality, inefficiency and/or defects of the machine deriving from drawings, projects, information, documentation, equipment, semi-finished products, accessory elements or tools supplied or requested by the Buyer/User or coming from



suppliers and/or sub-suppliers chosen by him.

E) Void Warranty

The warranty is in any case voided when:

- a) When the Buyer/User violates any of the provisions, instructions, recommendations, warnings, prohibitions given by the Seller/Manufacturer and/or its commercial network in any form (verbal, written, phone, e-mail or on the web, on paper, electronic, magnetic, optical, audiovisual support, etc.); in particular, if it violates any of the provisions (of use and not only of use) contained in the machine use and maintenance manual;
- b) When the Buyer/User makes improper or unreasonable use of the machine, even if not foreseen and/or not explicitly prohibited by the Seller/Manufacturer;
- c) When the Buyer/User, or a third party, modifies the machine in any way, even slightly;
- d) When the Buyer/User uses non-original spare parts on the machine, regardless of their possible similarity;
- e) When the Buyer/User, or a third party, makes changes to the machine without the written approval of the Manufacturer, even if this happens as a result of any requirements of the local control and/or prevention authorities;
- f) When the Buyer and/or the User has the machine repaired by staff other than the one directly appointed by the Manufacturer or authorized by him;
- g) When the Buyer and/or the User has the machine moved and/or reinstalled by personnel other than one directly appointed by the Seller/Manufacturer;
- h) When the damage to the machine is due to negligence of the Buyer and/or User;
- i) When the machine is not regularly purchased and paid to the Manufacturer, according to all the conditions agreed in the contract;
- j) non-payments or delayed payments void the Seller/Manufacturer's warranty during this period until compliance;
- k) the periods of time in which any non-payment or delayed payment has occurred cannot be recovered, even after the settlement of the debt; in short: the warranty provided by the Seller/Manufacturer in any case finishes at the expiry date once 12 months have elapsed from the delivery date of the machine;
- l) When the Buyer/User does not show an invoice proving the regular purchase and legitimate possession.

26) NON-TRANSFERABILITY

The contract cannot be transferred by either of the parties to any third party without the consent of the other party.

27) EXCLUSIONS

The supply does not include electric cables up to the input terminals, water connections, cranes and lifting, handling and unloading equipment, construction works of any kind, excavations, scaffoldings, structural works, pipes, drains, and hydraulic oil.

28) MACHINES IN PRODUCTION LINES

For machines in production lines, we mean entire lines of machines supplied by third parties, in which the Seller's production machines are placed.

In the event that the machine covered by the contract with the Seller is in a line with other machinery supplied by third parties, it will be the Buyer's responsibility to request and obtain the CE certification of the entire line.

Any dispute regarding the functionality of these lines, not attributable to the machine supplied by the Seller, cannot constitute a valid reason for the suspension of the payments to the Seller and/or of the validity of any contractual term, including the warranty.

29) ADVERTISEMENT

If not otherwise stated in writing, the Seller is entitled to use as referral and/or advertisement the name of the Buyer and/or the User of the machines, and of the pictures and videos of the product taken in the factory of the above-mentioned Buyer/User.



30) RESERVATIONS

In accordance with the provisions of article 4 ("Catalogues, price lists and technical documents") of the present General Conditions, the drawings, catalogues, manuals, softwares, information, technical documents given from the Seller to the Buyer before or after the creation of the contract, remain the sole property of the Seller and, therefore, cannot be copied or reproduced, either in whole or in part, or transferred to any third party.

Any purchase condition of the Buyer, even if printed on the Buyer's purchase order, is not active unless specifically approved by the Seller in the Order Confirmation. In any case, the Buyer's conditions do not exclude the present General Conditions and, in case of conflict, the provisions contained in this document prevail.

The Seller reserves the right to make any changes, to the machines whose orders are in progress, that are deemed necessary for the proper functioning, without prior notice, provided that such changes do not decrease the value of the supply, and are intended to improve or otherwise fully preserve the performance of the machines.

31) CONTROVERSIES

Unless otherwise agreed between the parties, the sale contracts signed according to these General Conditions are subject to the Italian language, law and jurisdiction, even when signed outside the Italian territory and with individuals or responsible bodies not of Italian nationality.

For any dispute that may arise between the parties regarding the conclusion, execution, fulfilment and/or interpretation of the contract and these General Conditions, the Court of Bologna (Italy) will be the only body entitled to settle the matter.

32) NULLITY OF PREVIOUS AGREEMENTS

This contract encompasses all agreements and pacts between the parties and cancels and replaces any other agreement, both written and verbal, previously discussed during negotiations.

In accordance with articles 1341, paragraph 2, and 1342 of the Civil Code, upon signing the contract, the Order Confirmation and/or any other written form of consent between the parties, the sales conditions mentioned above at the following articles are considered read, understood and approved:

2 (Integrations and changes to the general sales conditions), 3 (Order acceptance – order confirmation – contract), 4 (Catalogues, price lists and technical documents), 5 (Technical changes during the execution of the order), 6 (Delivery terms), 7 (Goods delivery delay on request of the buyer), 8 (Goods collection failure by the buyer), 10 (Transfer of risk), 11 (Seller's penalties for delayed delivery), 12 (Partial supply by the seller), 13 (Transports), 15 (Prices), 16 (Payment conditions), 17 (Delays in payments and conventional interests in arrears), 18 (Payment in instalments – ownership), 19 (Supply interruption), 21 (Technical assistance and assembly), 22 (Force majeure and unforeseeable circumstances), 23 (Contract termination caused by the supplier), 24 (Tests), 25 (Warranty), 26 (Non-transferability), 27 (Exclusions), 28 (Machines in production lines), 30 (Reservations), 31 (Controversies).

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