



S.P.M. Drink Systems S.p.A. - Via Panaro 2/b 41057 Spilamberto (MO) Italy
Tel. +39 059 789811 - Fax +39 059 781761
infospm@electroluxprofessional.com - www.spm-ice.it
Cod. Fisc e P.IVA 03195610369 - REA MO 366825 - AEEIT1306000008071
Cap. Soc. € 2.000.000 i.v. - Foro competente: MODENA - Cod. ident. CEE IT03195610369

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

"Buyer" means the party buying Goods from the Seller.

"Seller" means the company named in the purchase order selling the Goods to the Buyer.

"Terms and Conditions" means the standard terms and conditions of sale set out in this document.

"Price" means the price at which the Seller has agreed to accept the Buyer's order.

"Goods" means the goods (including any instalment of the goods or any parts for them) or service(s) which the Seller is to sell in accordance with these Terms and Conditions.

"In Writing": communication by document signed or otherwise accepted by a party, which is sent by letter, electronic mail or by other means as are agreed by the parties.

"Warranty" means the Seller's commitment to repair or replace defective components of the Goods, subject to the terms set out in these Terms and Conditions.

"Warranty Report" means the document submitted by the Buyer or its authorized service partner detailing the nature of the defect, accompanied by a technical report in English.

1. BASIS OF THE SALE

1.1 These Terms and Conditions will govern any contract for the sale of Goods by the Seller to the Buyer to the exclusion of any other terms, including any other terms which the Buyer may purport to impose or incorporate under any purchase order, confirmation of order or other document or which are implied by law, trade custom, practice or course of dealing.

1.2. Any variation of these Terms and Conditions will only bind the Seller if agreed In Writing between authorized representatives of the Seller and the Buyer.

2. ORDERS AND SPECIFICATIONS

2.1. All Goods are offered for sale subject to availability No order submitted by the Buyer shall be deemed accepted by the Seller unless and until it is confirmed by the Seller In Writing. Orders are considered binding on the Seller upon receipt by the Buyer of the confirmation In Writing issued by the Seller. Acceptance of orders shall be at the entire discretion of the Seller.

2.2 Any literature published or submitted by the Seller which contains any descriptions, specifications, drawings or prices of the Goods shall be binding only to the extent that they are by reference In Writing expressly included in the contract.

2.3 If Goods include the use of OnE Connect Cloud Service, One Connected Terms Of Use available at Seller website will apply.

2.4. Except for the Seller's order confirmation, which shall take priority in the event of conflict, these Terms and Conditions shall prevail over (i) any general and/or special condition included or referred to in Buyer's order, quotations and/or any other document completed or provided by the Buyer and/or on the Buyer's website; (ii) any terms or conditions that are implicit in commercial customs and practices, as well as (iii) previous commercial practices between the Seller and the Buyer, without prejudice only to mandatory provisions of law.

3. PRICE

3.1 The Buyer will pay the Price together with an amount equal to VAT chargeable on the sale of the Goods. Unless otherwise agreed, the Price is inclusive of the cost of packaging.

3.2 Prices are subject to change at any time, at the entire discretion of the Seller, but such changes will not affect orders for which the Buyer has received an order's acceptance by the Seller.

4. PAYMENT

4.1 The Buyer will pay all amounts specified in the Seller's invoice on the due date in cleared funds without any deduction or set-off on the grounds of any alleged breach of any contract between the Seller and the Buyer or on any other grounds. Those amounts will be payable by the Buyer, notwithstanding that property in the Goods has not passed to the Buyer. The time of payment of those amounts will be of the essence of these Terms and Conditions.

4.2. If the Buyer fails to pay those amounts after reminders of missed payments then, in addition to any other right or remedy available to the Seller, the Seller may do either or both of the following:- (A) Charge the Buyer interest (after as well as before judgement) for late payment, calculated on the amount due, at default interest rate in force in the country in which Buyer, as issuer of the order, has its registered office, or, if not available, 10% interest rate per each week of delay calculated on the unpaid amount until full payment is made, in addition to a fixed



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penalty of forty (40) Euros; and (B) terminate the contract or suspend any further deliveries to the Buyer without notice and without liability.

5. DELIVERIES

5.1 Unless otherwise agreed between Seller and Buyer In Writing, applicable delivery term is EXW (Incoterms 2020) at premises nominated by the Seller (the "Seller's premises").

5.2. Any dates quoted for delivery of the Goods are indicative only and the Seller will not be liable for any loss or expenses sustained by the Buyer arising from any delay in delivery of the Goods howsoever caused, except in cases of wilful misconduct or gross negligence by the Seller.

5.3. The Buyer, or where relevant, the person to whom delivery is made in accordance with this clause, must inspect the Goods on delivery and sign the required proof of delivery document or collection acceptance document. A signature on that document will constitute conclusive evidence against the Buyer of receipt of the quantity of Goods indicated on that document free from any apparent defect or damage. The Buyer may not reject the Goods or any part of them because of short delivery. If the Goods are alleged to be damaged or defective on delivery, a description of the alleged damage or defect must be given in writing at the time of delivery and signed by or on behalf of the Buyer or, where relevant, the person to whom delivery is made.

5.4. The Seller reserves the right to make delivery of the Goods by instalments. If the Goods are to be delivered in instalments, each delivery will constitute a separate contract. The Buyer may not treat the contract as a whole as repudiated if the Seller fails to deliver any one or more of the instalments or if the Buyer has a claim in respect of any one or more of the instalments.

5.5. If the Buyer fails to take delivery of the Goods, then, in addition to any other right or remedy available to the Seller, the Seller may do either or both of the following: (A) store the Goods until actual delivery and charge the Buyer for the costs of storage, together with any other reasonable incidental costs in an amount not less than 5% (fivepercent) of Goods' price per commenced week or the actual storage cost if higher; (B) after 2 weeks of delays, sell the Goods and (after deducting all storage costs) charge the Buyer for any shortfall below the Price.

5.6 The Seller will inform the Buyer about possible delays. If Seller fails to deliver the standard Goods within 60 days after the date indicated in the Seller's order confirmation, as exclusive remedy for delays, the Buyer will be entitled to cancel the Purchase order and obtain a refund of the purchase price paid.

6. RISK AND PROPERTY

6.1. Risk of damage to or loss of the Goods will pass to the Buyer according to delivery term EXW (Incoterms 2020) or other delivery term agreed In Writing.

6.2 Notwithstanding delivery and the passing of risk in the Goods, property in the Goods will not pass from the Seller until the Seller has received in cash or cleared sums full payment of the Price and all other sums which are due, owing or payable by the Buyer to the Seller or in respect of which the Buyer will, or may in the future, become liable to make payment to the Seller.

6.3 Until property in the Goods passes to the Buyer: (A) The Buyer will keep the Goods as the Seller's fiduciary bailee. The Buyer will keep the Goods separate from those of the Buyer and third parties and keep the Goods properly stored, protected, insured and identified as the Seller's property; (B) Subject to (C) below the Buyer may resell the Goods in the ordinary course of its business but will account to the Seller for the proceeds of sale or otherwise of the Goods, including insurance proceeds. If the Buyer resells the Goods before property in the Goods passes to the Buyer, it does so as principal and not as the Seller's agent; and title to the Goods shall pass from the Seller to the Buyer immediately before the time at which resale by the Buyer occurs. Until the Buyer has accounted to the Seller for the proceeds of sale or otherwise, of the Goods, the Buyer will hold the relevant debt due to the Buyer and the relevant proceeds on trust for the Seller. The Buyer will keep all such proceeds separate from any moneys or property of the Buyer and third parties; (C) The Seller may revoke the Buyer's power of sale in respect of the Goods at any time. The power of sale will automatically cease if a petition is presented, any order made or any resolution passed or any other action taken for or with a view to the Buyer's winding up or administration or (being an individual) bankruptcy, or an administrative receiver, receiver, liquidator or administrator or similar officer is appointed in respect of the whole or any part of its undertaking, property or assets or if it



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convenes a meeting for the purpose of making, or proposing to enter into, any agreement for the benefit of its creditors. This also applies to any analogous proceedings in any other jurisdiction; (D) The Seller may at any time require the Buyer to deliver up to the Seller those Goods which have not been re-sold. If the Buyer fails to do so or if the power of sale has been revoked or ceased in accordance with Clause 8.3 (C) the Seller may enter the premises of the Buyer or any third party where the Goods are stored or reasonably believed to be stored and re-possess them; (E) The Buyer may not pledge or in any way charge by way of security any of the Goods which remain the property of the Seller.

7. INSTALLATION

7.1. If the contract include installation, the following conditions apply to any installation service performed by Seller or a designated third party:

- a) Seller may designate and authorize subcontractors to carry out the installation service.
- b) The installation will only take place if there is a representative of the Buyer present at the designated premises during the appointment and to allow entry to the premises. The installer will not wait past the scheduled appointment time, following which the Buyer will need to reschedule a new appointment at additional cost.
- c) Where the installer fails to carry out any installation service due to unavailability of electricity and/or internet connection, existing water supply or any other interference or hindrance at the designated premises, the Buyer will need to reschedule a new appointment at additional cost.

8. LIABILITY

8.1 All the Goods benefit from the legal warranty of conformity ("Warranty"). The Legal Warranty applies for a period of 12 months from invoice date covering only parts, excluding labor. The Seller will not be liable for damaged Goods unless a claim is notified to the Seller in Writing within 7 (seven) days from its discovery. The notification must include the invoice number, delivery note number and details of the claim. In the case of a valid claim, the Seller may, in its sole discretion, repair or replace the Goods (or the part/component affected by a defect). To the maximum extent permitted by relevant law, this shall be the sole

and exclusive remedy for defects in the Goods and the Seller will have no further liability to the Buyer.

8.2 The Seller will not be liable for short delivery or non-delivery unless a claim is notified to the Seller in Writing within seven days of delivery or, in the case of non-delivery, the indicative date given by the Seller for delivery. The notification must give details of the claim, and, where appropriate, the invoice number and delivery note number. In the case of a valid claim, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace the Goods not delivered over the Price, except in cases of wilful misconduct or gross negligence by the Seller.

8.3 The Seller will not be liable in any way for loss, damage, costs or expenses (including loss of profit) arising directly or indirectly from any failure or delay in performing any obligation under these Terms and Conditions by reason of any event or circumstance outside the reasonable control of the Seller, including, amongst other things, any strikes, industrial action, failure of power supplies or equipment, etc.

8.4. Nothing in this Clause shall limit or exclude any liability of the Seller for: death or personal injury or property damage caused by the Seller's negligence. The Seller will not be liable to the Buyer i) for any consequential loss or damage, arising out of or in connection with the sale of the Goods or their use or resale by the Buyer; ii) for any damage, costs, expenses (including loss of profit) or other claims for compensation whatsoever arising out of or in connection with the sale of the Goods or their use or resale by the Buyer, except in cases of wilful misconduct or gross negligence by the Seller.

8.5 The Seller's total liability to the Buyer shall not exceed 100% of the price paid for the Goods, except in cases of wilful misconduct or gross negligence by the Seller. To the maximum extent permitted by relevant law, the following types of loss are wholly excluded: (A) loss of profits; (B) loss of sales or business; (C) loss of agreements or contracts; (D) loss of anticipated savings; (E) loss of use or corruption of software, data or information; (F) loss of or damage to goodwill; and (G) indirect or consequential loss, (H) property damages.

8.6 Warranty



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Report

All Warranty claims must be submitted to the Seller together with a Warranty Report.

All Warranty claims must be attached with the local service report in English.

Return of Warranty Parts for Inspection

The Seller may request the return of specific components for inspection. Warranty claims shall not be validated until the requested parts have been received and examined by the Seller. A packing list must be provided to facilitate customs clearance.

Storage of Warranty Parts

Spare parts replaced under Warranty must be duly identified and adequately stored by the Buyer for a minimum period of 90 days following the date on which the Warranty Claim is sent. Once the 90-day period has expired, the spare parts in question may be scrapped.

Warranty Coverage and Exclusions Warranty shall apply only where:

- The Goods have been installed and used in accordance with the Seller's documentation;
- Genuine spare parts have been used;
- Maintenance has been performed as per the Seller's instructions;
- Recommended cleaning procedures and sanitizing agents have been used.

Warranty shall not cover:

- Costs related to transportation, installation, training, or service trips;
- Wear and tear parts unless defects are reported within one (1) week of failure;
- External wiring corrections or unauthorized repairs;
- Failures due to improper installation, environmental conditions, or use of non-original components;
- Damage caused by negligence, misuse, or failure to follow instructions;
- Damage from force majeure events or foreign objects;

- Aesthetic damages unless reported within one (1) week from delivery;
- Goods with removed or altered serial numbers;
- Consumables such as gaskets, filters, bulbs, and plastic parts;
- Accessories or software not approved by the Seller;
- Scheduled maintenance or cleaning agents unless contractually agreed.

Limitation of Liability

The Seller shall not be liable for any direct or indirect damages resulting from delays in Warranty service. Replacement of the Goods or components shall not extend the original Warranty period.

In any event, there shall be no compensation for damages that are the immediate and direct result of a delayed intervention under Warranty coverage.

The possible replacement of the entire equipment or the replacement or repair of components and/or spare parts of the apparatus shall not extend the duration of the Warranty covering the entire equipment, which shall remain unchanged, nor of that covering the replaced components and/or spare parts.

Out-of-Warranty Services

Any service, repair, or replacement not covered under this clause shall be charged to the Buyer, even if performed by authorized personnel.

9. COMPLIANCE WITH LAWS

9.1 The Buyer shall operate under and comply with all applicable mandatory laws, including but not limited to laws on anti-corruption and bribery, regulations and industry standards, including (without limitation) as regards quality, manufacture, performance and safety in the countries in which it operates (all together "Laws").

9.2 The Buyer shall comply with economic sanctions, export controls and other trade restrictions (for example but not limited to blocking and freezing of assets, blocking of accounts, prohibition of exports, re-exports (the supply of technology and equipment), and to perform transactions with certain persons



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and/or in certain areas, and additional restrictions) as imposed from time to time by the United Nations, the European Union, including any member countries of the European Union, the United States of America, the United Kingdom of Great Britain and Northern Ireland and any other jurisdiction to which the Seller, the Buyer or the Goods may be subject ("Sanctions Laws").

9.3 Without limiting any of the foregoing, the Buyer specifically undertakes to ensure that the Goods are not used, supplied, exported, re-exported, sold or otherwise transferred, directly or indirectly, to (i) any country or territory that is subject to any restrictions or sanctions in accordance with Sanctions Laws, including, but not limited to, the territory of Cuba, Belarus, Iran, North Korea, Russian Federation, Sudan, Syria, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, the non-government-controlled areas of the Kherson Oblast and Zaporizhzhia Oblast of Ukraine, the Crimea and Sevastopol region of Ukraine, or (ii) any black-listed party or a party which in any other way is subject to Sanctions Laws.

9.4 The Seller may suspend any performance or terminate the contract with immediate effect if it has reasonable grounds to believe that any action or performance under the contract may be a violation of Laws or if Seller suspects that Buyer is subject to or has violated Sanctions Laws.

10 PRIVACY

If the Buyer gives his/her explicit written consent below, the Seller may send communications relating to its marketing activities for promotional purposes of its products and services to the addresses indicated in the special conditions of sale (e.g. e-mail addresses, certified e-mail, telephone numbers, etc.). In this regard, please tick one of the following boxes:

- ☐ the Buyer CONSENTS to the receipt of communications for promotional purposes described above by the Seller
- ☐ the Buyer does NOT consent to the receipt of communications for promotional purposes described above by the Seller.

The Seller processes the personal data of its customers in accordance with the General Data Protection Regulation "GDPR". The complete information is available on the following website:

<https://www.spm.drink-systems.com/en/privacy-policy/>

11 GOVERNING LAW AND JURISDICTION

11.1 All disputes, including disputes of non-contractual nature, arising out of and relating to and/or in connection with this agreement, shall be settled by arbitration under the Rules of Arbitration Chamber of Milan, by a sole arbitrator appointed in accordance with said Rules.

The arbitration shall be ritual ("rituale") and the arbitrator so appointed shall decide in accordance with Italian law, not applying the related conflict of laws rules.

The seat of the arbitration shall be Milan. The arbitration proceeding, including discussions, pleadings and briefs, shall be conducted in Italian language.

11.2 The contract shall be governed by the substantive law of Italy.



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