

GENERAL SALES CONDITIONS BIANCHI INDUSTRY S.P.A.

1. Definitions

For the purposes of these general sales conditions (known hereinafter also only as "Sales Conditions" or "Conditions" or "GSC") the following terms shall have the meaning assigned to them below:

- **SUPPLIER:** Bianchi Industry S.p.A.(or BI) located at Corso Africa 9, Verdellino (BG) Italy, including the Italian subsidiary branches
- **CUSTOMER:** any non-consumer company that purchases products manufactured by BI;
- **PRODUCTS:** movable goods manufactured by BI and sold under the BIANCHI VENDING and BRASILIA brands
- **ORDER/S:** any proposal to purchase the Products passed on by the Customer to the Supplier by fax, email and/or Web electronic commerce operations;
- **SALE/S:** any concluded legal transaction, contract, also agreed at a distance, the object of which is/are the Product/s, concluded between BI and the Customer as part of the Supplier's commercial policy, following receipt by the Customer of written acceptance or confirmation of the Order by BI;
- **BRAND:** BIANCHI VENDING and BRASILIA brands of which the Supplier Bianchi Industry Spa is the proprietor and/or licensee;
- **INTELLECTUAL PROPERTY RIGHTS:** all intellectual and/or industrial property rights of BI, including but not limited to, rights pertaining to: patents for inventions, designs or models, utility models, brands, know-how, technical specifications, data, software, regardless of whether such rights have or have not been registered, including any application to register or registration of such rights and any other right or form of protection of a similar nature or having an equivalent effect.

2. Scope and validity of the General Sales Conditions - regulatory effectiveness

These General Sales Conditions apply to all Product Sales, unless expressly agreed otherwise in writing and form an integral and substantial part of each proposal, order, order confirmation for purchase of the products even if not expressly mentioned. BI reserves the right to add, amend or eliminate any provision of these General Sales Conditions, at any moment, also through an announcement on the page dedicated to them on the Company Internet websites (<http://www.bianchiindustry.com> and <http://www.bianchivending.com>), it being understood that such additions, amendments or deletions shall apply to all sales concluded from the fifteenth

day after the announcement (through publication on the website or by the dispatch of a newsletter...) of the new Sales Conditions to the Customer.

3. Defining and concluding the contract

The restrictive definition of Sale set out in point 1) above applies.

BI Sales are deemed to be concluded always at the registered office of the company, which is located in Italy at 24040 Zingonia di Verdellino (BG), Corso Africa 9.

4. Orders and Sales

Each Order must be completed in full and must contain all the items that are required to identify correctly the Products ordered (including but not limited to: description of the Product, requested quantity, price and terms of delivery ...); BI reserves the right not to accept incomplete orders; each order must be deemed to be an irrevocable contractual proposal from the Customer and authorises BI to start production from the date of notification.

The Order is placed with BI by fax or email or by electronic data interchange (EDI); any particular purchase clause or condition (PC) in the Customer's order that conflicts with the BI General Sales Conditions in force that has not been approved beforehand by the competent BI sales force shall be deemed to be null and void even if reference is made to it or it is contained within the orders or in any other document coming from the Customer, or even if it is the result of tacit consent.

Orders accepted by BI cannot be cancelled by the Customer without BI's written consent.

The Sale is deemed to be concluded at the moment in which the Customer receives from BI: a) written confirmation (via email, fax or other electronic means) complying with the terms and conditions of the Order, or b) if the Customer receives from BI written confirmation containing terms that differ from those contained in the Order, after two (2) working days have elapsed from the date of receipt of the confirmation containing the differing terms without BI receiving from the Customer a written query, or c) if there is no written confirmation from BI, at the moment in which the Product is delivered to the Customer.

5. Prices

The sales price, if it is not specified, is the price on the BI price list in force on the date of completion of the contract or, if the Product is not included in the price list or if the latter is not available, the price specified in the Order and confirmed in writing by BI at the moment of acceptance of the order. Unless otherwise agreed by the parties in writing, the price of the Product is "ex seller's (BI's) works" and net of VAT and discounts.

BI reserves the right to make changes to its price lists in the event of increases in procurement costs or other costs relating to the purchase prices of the products. The amounts specified in the invoices must not be

reduced or rounded off. The Customer shall accordingly bear the cost of transport, dispatch and possible special packing, fees, taxes, customs duties, bank charges or the cost of regularising the contract. Such costs shall be sustained separately by the Customer.

6. Retention of title clause

BI retains title to the Product until it has been paid for in full. In accordance with article 1523 and subsequent articles of the Italian Civil Code, the Customer purchases the Product after paying the agreed price in full through the payment of the final instalment. All the risks relating to loss, deterioration, theft, fire of the Product, also through chance or *force majeure*, shall be borne by the Customer from delivery of the Product, as shall maintenance and preservation expenses. The Customer may not, until the Product has been paid for in full, transfer or establish beneficial or guarantee rights on the Product without BI's consent. It remains understood that the contract shall be terminated automatically in the event of non payment of a single instalment of the price that is greater than an eighth of the total price. In such cases, termination is automatic after notice is served by BI by registered letter with advice of receipt of its intention of making use of this termination clause. Accordingly, BI is entitled to immediate restitution of the product, and if instalments of the price have already been paid, to retain them as fair payment for use of the product and as compensation for the harm suffered, both through the resulting damage and through the lack of profit, BI retaining the right to compensation for greater damage. The Customer undertakes to keep the Product in a perfect state of repair with the diligence of a good father and to use it in the manner for which it is currently intended. Any modification to the intended use is forbidden until the price has been paid in full. The Customer, before delivery of the order, undertakes to communicate to BI the final destination of the goods and any subsequent transfer of the goods immediately, which cannot thus occur without the explicit consent of BI. It is the duty of the Customer alone to comply with local laws in order to make this retention of title clause valid and enforceable against third parties, also by making the appropriate register entries where this is required locally. The Customer shall also shoulder the relative expenses.

7. Carriage and delivery

Unless otherwise agreed in writing between the parties, the products shall be transported by carriers specified by BI; the relative cost shall be invoiced, unless otherwise agreed in writing between the parties.

Delivery times shall be specified in the order confirmation. In all cases the delivery dates are approximate and not essential, pursuant to article 1457 of the Italian Civil Code, and do not include transport times.

Accordingly, delays that may occur in relation to the delivery date and for which BI is not responsible, and which are ascribable to external circumstances such as, merely by way of example that does not claim to be

in any way exhaustive: strikes, lock-outs, fires, floods, late deliveries by subcontractors and other cases of *force majeure* can never provide grounds for claims for damages and/or suspending or delaying payments.

BI in all cases retains the right to modify delivery dates at its sole discretion subject to adequate notice.

If the Customer has fallen into arrears with BI, also in relation to previous goods supplied, BI is entitled to suspend the contract until the payments have been made and it has been given appropriate guarantees regarding future payment instalments.

BI sells in compliance with an Ex (Bergamo) Works clause, it being understood that title to the goods is transferred from BI to the customer when the goods leave the premises of BI or **in compliance with a DAP clause**, whereby title to the goods is deemed to be transferred from BI to the customer when the goods are delivered in the place indicated by the latter.

BI shall not be liable for harm of any nature that is ascribable to the carrier's delay in delivery.

Upon delivery of the Product, the Customer shall check and inspect it, also in accordance with the provisions of the Italian Civil Code, recording on the carriage document damage and/or irregularities detected. If the Customer is unable to check immediately the Product delivered, the Customer must write "accepted conditionally" on the carriage document. Otherwise, future claims shall be deemed to be null and void.

8. Payments and disputing invoices

Unless novation is expressly intended and declared, payments must be made within the deadlines agreed in the Sale and must be made on the premises of BI;

Payments, also e-commerce, shall be made in euros and in the manner agreed in writing between the parties and according to current regulations.

Invoice disputes must be sent by registered letter with advice of delivery to BI within eight (8) days of receipt of the invoice, otherwise they will be disregarded and the invoices shall be deemed to have been unconditionally accepted.

BI is entitled to grant the Customer extensions to payments with or without charging interest.

In the event of late payment/s beyond the set due date, Bianchi Industry may charge the Customer interest in accordance with Italian legislative decree 231/2002.

Any payment by the Customer shall firstly be used to cover the accrued interest and expenses and then the price of the goods, starting from the instalments that have fallen into the greatest arrears.

Failure to make or delay in making a payment that exceeds 7 working days shall entitle BI to suspend the delivery of the Products and/or to cancel the Sale without the Customer being entitled to any compensation for the resulting harm.

No complaint about the Product/s and/or the delivery thereof can justify the suspension or delay of payments.

9. Exclusion of Customer's right to withdraw

The Sales of the Products do not entitle the Customer to withdraw from the Contract on the grounds that they do not possess subjective requirements, as specified in legislative decree 50/1992.

10. Warranty and complaints

The Warranty regulations below are also contained in the document General Warranty Standards found on the websites <http://www.bianchiindustry.com> and <http://www.bianchivending.com>.

Possible complaints about the non-compliance of the delivered products with order specifications (e.g. type and quantity) must be reported in writing and sent to the Group's after-sales department by filling in and sending the installation form on the website within 2 working days of delivery of the goods. If the non-compliance is not reported by the aforesaid date and/or "accepted conditionally" has not been written on the carriage document to indicate conditional acceptance of the goods the delivered Products shall be deemed to comply with the Customer's Order.

The warranty covers possible manufacturing defects for 12 months from "first installation" or, in the event of failure to report the date of initial installation, from the date of dispatch by BI. No other express or implicit warranty (for example warranty of operating efficiency or of suitability for another specific purpose) is issued for the Products.

If the warranty activation form on the websites <http://www.bianchiindustry.com> and <http://www.bianchivending.com> is activated and sent to BI within 6 months of the date of dispatch by BI, the duration of the Warranty shall be extended up to a maximum of 12 months. The Warranty consists of the free supply of spare parts for faulty parts or, at the manufacturer's sole discretion, the replacement of the entire faulty Product.

The Customer is entitled to request the dispatch of the faulty part to a specific address. In this case, dispatch thereof releases BI completely from its Warranty obligation (except for a new fault in the part sent in the subsequent twelve months). If the Warranty claim is accepted, the cost of dispatch of the faulty part shall be borne by BI.

BI is entitled to replace faulty parts with reconditioned parts, the Warranty remaining valid for the 12 months following the replacement/dispatch of the part. The Warranty does not apply to Products whose defects are due to: a) damage caused during transport, b) negligent or improper use of the Products, c) non-compliance with BI's instructions on the operation, maintenance and preservation of the Product/s, d) repairs or modifications made by the Customer or by third parties without the prior authorisation of BI.

The Warranty does not apply to faults caused by: failure to supply water (where required); ice; incorrect installation or repair by persons who are not specialised or who have not been trained at the BI training centre; fire, floods, inductive/electrostatic discharges or discharges caused by lightning or other phenomena

outside the equipment, electric power failure, voltage variations or irregularities; limescale in the pipes, for which reason we always recommend the use of limescale filters, which greatly improve the long-term reliability of the distributors.

Movable and removable parts, handles, lamps, glass and rubber parts, accessories, consumables and any components outside the Product on which the consumer can intervene during use are not covered by the Warranty unless it is proven that the fault is a manufacturing fault. Lastly, the Warranty does not cover products that the manufacturer declares are or could be subject to defects that limit their use and for which an agreement has been reached with the Customer to reduce the price in consideration of the reduction in value of the product. Under no circumstances is liability accepted or BI shall be deemed responsible for the consequences, including even special, consequential, indirect or similar harm, and including the loss of profit caused by our own acts and/or those of third parties involved, except for cases of malicious damage or grave fault. We are not liable for harm to persons, objects or animals that may be directly or indirectly due to improper use of the goods. No liability is therefore accepted.

In no case can liability exceed the price paid by the Customer for the individual Order for which making good/compensation is requested.

In no cases can the Customer enforce the Warranty against BI if the price of the Product/s has not been paid according to the agreed terms and conditions, even if the non-payment of the price according to the agreed terms and conditions refers to products other than those with regard to which the Customer intends to enforce the Warranty.

BI does not recognise any warranty regarding the conformity of the Products to standards and regulations of countries that do not belong to the European Union.

EQUIPMENT PROTECTION MARKING

The IP protection marking indicated in the use and maintenance documentation and in the other diagrams that may be present in the equipment refers to parts carrying live voltage, and operating equipment, including all its parts, lamps included.

SAFETY STANDARDS

The standard version of the products conforms to European Union "CE" and "EN" directives. For any other destination of the material in question, the customer and/or those acting on the customer's behalf must request prior written authorisation directly from the manufacturer, specifying the need in question. The manufacturer is free to grant or refuse the request.

PARTS AND PRODUCTS OF THIRD PARTIES

Parts, products and accessories manufactured by third parties, even if they are built into the equipment, are not covered by this Warranty. The warranty is issued directly by the manufacturer of the faulty product. If so requested, Bianchi Industry will act as an intermediary between the Customer and the third-party manufacturer. In this case, BI's liability is excluded.

AVAILABILITY OF SPARE PARTS

The availability of spare parts is assured for a full ten years from the withdrawal of the product from the product range. Prices will be supplied on request. Availability and delivery times may undergo variations, which may even be very significant, depending on the availability of the single parts. The entire cost of processing or manufacturing individual items will be charged for.

11. Restrictions on use and exclusion of liability

The products sold by BI may be used only and exclusively for the purposes indicated and in compliance with standards on safety, in compliance with the provisions of the "Vending machine Instruction Manual", which is an integral part of the Product; if the Customer uses or resells the products manufactured and/or sold by BI for other purposes, the Customer does so at his own exclusive risk and with full resulting liability. Without prejudice to statutory regulations, BI is not liable in tort and/or contract for direct and indirect harm suffered also by third parties as defined in this article, and is not liable for the consequences of poor maintenance, improper use, non-compliance with safety standards and other events. In the latter cases, the Customer shall hold BI harmless from costs and/or liability that may arise from what is specified in this point. In no circumstances is BI liable for any disadvantages that could arise from the use of the product that are not due to specified defects covered by the Warranty.

12. Resale and export controls

All products supplied by BI are intended to be used exclusively in the country to which they are delivered, as agreed with the Customer. The resale or different use of the products, of the relative technology and of the documentation is subject to regulations governing the control of exports (laws, decrees, directives, decisions, administrative acts etc) in force in the United States of America, in the country in which the Customer is domiciled and the European Union; current import/export regulations of non-EU countries must also be complied with. It is the Customer's duty to ascertain current regulations, ensure that he complies with them and take any steps required to obtain the necessary import, export or re-export licences.

13. Technical information and intellectual property

Intellectual Property Rights are owned totally and exclusively by BI and their disclosure or use in these General Sales Conditions confers no right or claims on the Customer. The Customer undertakes not to perform any act that is incompatible with the Intellectual Property Rights and declares that: a) BI is the sole owner of the Brand and owner of the Rights; b) the Customer shall refrain from using/registering Intellectual Property Rights and brands that are similar to and/or mistakable for the Brand, or in conflict with the interests of BI; c) the Customer shall use such Rights and the Brand exclusively in compliance with the instructions of BI and exclusively for the purposes specified in these General Sales Conditions.

14. Express termination clause and withdrawal

BI reserves the right to terminate the single sale in accordance with article 1456 of the Italian Civil Code by written notice to be sent to the Customer in the event of non fulfilment of the obligations specified with reference to: a) Price of the Products, b) Payments, c) Intellectual Property Rights. BI is in all cases free to withdraw from the Sale through written notice to be sent to the Customer within 15 days of receipt of the Order.

15. Changes to the Customer's financial circumstances

BI reserves the right to suspend fulfilment of the obligations arising from the Sale of the Products pursuant to article 1461 of the Italian Civil Code if the Customer's financial circumstances became such as to seriously jeopardise the Customer's fulfilment of contractual obligations, unless a suitable guarantee is provided.

16. Notice on privacy, law 675/96 and subsequent amendments

Pursuant to article 13 of legislative decree 196 of 30.06.2003, we declare that personal data gathered will be processed electronically for: a) the Sales requirements and the connected legal requirements, b) the purposes of gathering pre-contractual information, including economic and financial evaluations, checking the means of payment of the signed contracts, c) sending commercial and promotional information; d) further purposes specified in the Internet Privacy Note.

17. Governing Law – Place of Jurisdiction

All Sales are governed by Italian law. Any challenge regarding the performance, interpretation or any other dispute that may arise between the parties regarding these Conditions of Sale is subject to the exclusive jurisdiction of the Court of Bergamo. The 1980 Vienna Convention on Contracts for the International Sale of Goods does not therefore apply.

Pursuant to article 28 of legislative decree 196/03, the Owner of the data processing is Bianchi Industry S.p.A., in the person of its legal representative, located at Corso Africa n. 9, Zingonia di Verdellino (BG), Italy.

18. Penalty clause and legal costs

Any amount unpaid by the Customer entitles BI to instruct a lawyer to proceed to recover the credit, with additional costs being charged to the Customer by way of a) penalty for the delay amounting to 10% of the unpaid amount, b) lump sum refunding of all legal costs, c) any further expense incurred by BI for the recovery of the credit (including, merely by way of example: the costs of notarial authentication, duty stamps, fees stamps, etc).

19. Amendments to conditions

Any amending exceptions and/or additions to the text of these General Sales Conditions shall not be valid unless they are made in writing and are expressly signed by the parties to indicate their approval. If the amendment is not qualified in writing as "*novational*" it is deemed to have been made exceptionally for the single Sale concluded with the Customer. If one or several clauses of these Conditions become null and void, this shall not affect the validity of the conditions as a whole.

Date, place _____

Bianchi Industry S.p.a.

The Customer (signature)

Pursuant to articles 1341 and 1342 of the Italian Civil Code the Customer, after reading the provisions of these General Sales Conditions, declares that he has negotiated and specifically accepted the following articles: **4. Orders and Sales; 5. Prices; 6. Retention of title clause; 7. Carriage and delivery; 8. Payments and disputing invoices; 9. Exclusion of Customer's right to withdrawal; 10 Warranty and complaints; 11. Restrictions on use and exclusion of liability; 12. Resale and export controls; 13. Technical information and intellectual property; 14 Express termination clause and withdrawal; 15. Changes to the Customer's financial circumstances; 17 Governing Law – Place of Jurisdiction; 18. Legal costs.**

INTERNET PRIVACY NOTICE

The data that you provide us with, which you can refuse to give us without any consequences for yourself, will be processed by us in compliance with the law for the purposes of: a) customer management (administration, accounting, management of contracts, orders, dispatches, services, invoicing, solvency checks); b) disputes management (including credit recovery); c) credit insurance; d) operations conducted to fulfil statutory requirements; e) record keeping; f) marketing and advertising; g) dispatch of material promoting services provided by the Company; h) statistical analysis for marketing purposes - for which consent is not required.

The data will not be divulged to third parties.

Pursuant to section II of Italian legislative decree 196/2003 you are entitled to access the Guarantor's records. You are also entitled to obtain information about your data; request deletion, blocking, updates, corrections and additions and oppose the processing by contacting the Owner of the Processing: Bianchi Industry S.p.A., in the person of its *pro-tempore* legal representative – Zingonia di Verdellino (BG), C.so Africa 2/3/9.

☞ Consent to processing and communication for the purposes specified in point 2

The Customer (signature)

Date, place _____