GENERAL SALE CONDITIONS

Definitions

Contract: means the General Sale Conditions together with the Special Sale Condition and the Annexes.
Customer: means the Company ……., with its registered office in ……., in……. National Identification number……
Day: means every working day except Saturday, Sunday and every other holiday in Italy.
Equipment: means the equipment as indicated in the Special Sale Conditions.
Month: means a month according to the calendar in force in Italy.
Party or Parties: means Customer or Seller or both of them.
Seller: Carpenterie Metalliche Anaunia S.r.l., with its registered office in Italy, in Sarnonico (TN), Via Battisti 8 38011 Italy (also referred to as "CMA").
Use and Maintenance Manual: means the use and maintenance manual of the Equipment.
Year: means the calendar year according to the calendar in force in Italy.

Art. 1 - Recitals

1.1. The present General Sale Conditions are applicable together with the Special Sale Conditions to any order placed by Customer (hereinafter referred to as the "**Order**"), even if fractional, continuative or subdivided purchase, concerning the Equipment sold by Seller. The present provisions shall prevail over any written or oral other provision in contradiction with the Contract.

1.2. The execution of the Contract implies the automatic acceptance of the present General Sale Conditions even if they are not duly subscribed by Customer. Any eventual general conditions provided by Customer shall not be applicable and valid, not even partially, without a formal acceptance in writing by Seller.

1.3. The annexes form an integral and essential part of the Contract.

1.4. Any invalid provisions of the present General Conditions shall not affect the validity of the Contract itself. In case of an invalid prevision contained in the General Conditions, the Contract will remain in force and the invalid provision shall be deemed as never be contained herein.

1.5. The General and Special Sale Conditions represent the only agreement between the Parties and shall prevail among any oral or written previous agreement entered into between the same Parties.

1.6. Any change or amendment of the present Contract shall be made in written form.

1.7. A waiver by either Party of any breach of any of the provisions of the Contract shall not be considered as a waiver of any subsequent breach of such provision or as a waiver of any provisions itself.

1.8. This Contract is concluded by means of commercial correspondence.

Art. 2 – Order

2.1. The Order shall be deemed valid and accepted by Seller only when confirmed in writing by the latter and when the confirmation has been sent to Customer along with the General Sale

Conditions and Special Sale Conditions. Customer shall return the General Sale Conditions and Special Sale Conditions to Seller duly signed and stamped.

2.2. Once the Order has been confirmed by Seller, it shall be considered irrevocable and not amendable or voidable.

Art. 3 – Equipment features – Use and Maintenance Manual - Technical modifications - Seller's intellectual and industrial property rights

3.1. The Customer declares that it is fully aware of the scope, functions, and intended purposes of the Equipment, which is designed to be used in the agricultural sector, more specifically for fruit harvesting.

3.2. Any information regarding the technical features, the prices and the productivity, or any other general or technical data of the Equipment reported in the website, leaflets, manuals, catalogs of Seller, etc... are to be considered approximate and shall be considered as binding only when referred to in the Special Sale Conditions. The information concerning the limits, capacities, powers and voltage of the Equipment provided by Seller are nominal with standard tolerance limits.

3.3. Seller shall not be considered liable for the performance of the Equipment if Customer required construction forms that deviate from the standard production of CMA.

3.4. The Equipment are delivered to Customer together with the Use and Maintenance Manual. Customer is aware that the Manuals are the exclusive property of Seller**.** All the designs, documents, schemes, technical information, the Use and Maintenance Manual and, more in general, all the information granted by Seller to Customer during and after the execution of the present Contract are to be considered strictly confidential.

3.5. Seller has the right, before or after the execution of the Contract, to make any change or modification to the Equipment that it deems necessary for granting their best use and functioning. The technical modifications shall be made at the own discretion of Seller, provided that in any case such modifications shall not affect the essential features of the Equipment.

3.6. It is understood CMA's logo, software, software improvements, software manuals, software codes of sources and their improvements, technical solutions shall be considered the sole and exclusive property of Seller. Designs, documents, manuals as well as all the logos, trademarks whether registered or not and any other distinctive sign related to the Equipment but not owned by CMA - including possible further ones to be adopted in the future - shall be considered the property of the producer of the Equipment.

3.7. Customer shall not, in any case, communicate or disclose in any way to third parties any information that might be useful for and might allow the replication of the Equipment and the related software. Customer shall adopt all measures in order its employees and cooperators comply with these obligations.

Art. 4 - Delivery

4.1. Except for what is provided by any contrary agreement set forth in the Special Sales Conditions, the delivery shall be made "Ex Works" ("EXW", according to the Incoterms, European version 2024). Any duties and importation charges shall be borne by Customer, who shall provide the Seller with the customs declaration and the export documents within and not later than 8 (eight) days from the collection of the Equipment.

4.2. The costs of the packing shall be borne by Customer and are not included in the price of each Machine pointed out in art. 7) of the present General Sale Conditions. However, Seller has the right to choose the appropriate kind of packing for the supply, depending on the transportation needs and requirements.

4.3. The delivery is regulated according to the terms set forth in the Special Sale Conditions. Shouldn't Seller be able to deliver the Equipment on the scheduled time, it shall inform Customer of the delay, as soon as possible and in writing, and inform it of the new forecasted date of delivery.

Only when the delay results from Seller and when this delay exceeds 30 (thirty) Days, Customer can:
- terminate the Contract, with a 10 Days written advance notice to be sent to Seller;
- request for a compensation for the damages suffered, that shall be proved and verifiable, that in any case shall not exceed the 2% of the price of the Equipment.

4.4. In the case where the delay of the delivery results from a situation for which Seller is not responsible, or "Force Majeure" reasons, or it is due to strikes involving Seller and/or its suppliers and/or the carrier, or when the delay is due to the modifications operated by Seller according to article 3.4.), or when the delay is due to Customer, Seller shall be entitled to postpone the delivery of the Equipment or to execute partially the Contract or, if this partial execution is not possible, to terminate the Contract.

4.5. In the case where the delay of the delivery is due to Customer, Seller has the right to ask Customer for the compensation for the expenses incurred due to the delay (e.g. storage costs, etc...).

4.6. Any eventual payment performed by Customer before the delivery of the Equipment shall be considered as a down-payment on the total amount due.
Shouldn't Customer collect the Equipment according to the terms and conditions provided by the Contract or should the Customer breach it, Seller shall have the right to retain the down-payment as a penalty, as provided by for Art. 1382 of the Civil Code. In any case, Seller has the right to claim any further loss and/or damages.

Art. 5 - Warranty

5.1. The terms and conditions of CMA'S warranty for faulty and/or defective Equipment are governed by the Warranty Terms and Conditions as per **Annex "1"** to this Contract, and by the "Disclaimer" as per **Annex "2".**

5.2. For the purposes of this Article, and in accordance with the above Warranty Terms and Conditions, Customer undertakes:

(i) to perform, at its own expenses, all the maintenance services requested by Seller;
(ii) not to request the supply of spare parts from any entity other than Seller;
(iii) not to alter or modify the Equipment, unless previously authorized in writing by Seller, provided that the latter shall not be liable for any Equipment whose modifications have not been implemented based on Seller's instructions and specifications as pointed out in the relevant authorization.

5.3. Any further warranty of marketability as well as any other obligation or liability for direct, indirect, incidental or consequential damage to things or person are hereby expressly excluded, to

the extent permitted by the Italian Law.

5.4. Customer shall hold CMA free from any liability and/or obligation arising from any claim caused by any abuse, neglect, improper use, alteration, unusual deterioration or degradation of the Equipment, and, in general, from any third party's claim and/or action arising from or connected to any negligent act or omission of Customer in case of re-sale of the Equipment.

5.5. The following components are excluded from the provision of any kind of warranty: .....

Art. 6 - Seller's liability

Seller is not responsible for any loss or damage whether direct or indirect occurred to things, animals and persons if:

a) the damage or loss is due to:
   I. negligence, unskillfulness, impropriate use of the Equipment by Customer or its agents or personnel;
   II. lack or inappropriate maintenance;
   III. modifications or repairs not authorized by Seller;
   IV. non-compliance with the Use and Maintenance Manual provided with the Equipment;
   V. use of non-original spare parts;
   VI. reparations implemented by non-authorized service centers;
   VII. non-compliance with safety rules and regulations.
b) According to the technical and scientific knowledge at the time of the delivery of the Equipment or of the original spare parts, the Equipment or the spare parts could not be considered as defective;
c) The Equipment have not been used by trained personnel;
d) The injured person, knowing the defect of the Equipment, has ignored the defect, having exposed himself voluntarily to danger.

In all the aforementioned cases Customer agrees to indemnify, defend, and protect CMA from and against all lawsuits initiated by third persons or costs requested by the latter.

Art. 7 - Prices and payment conditions

7.1. The price of the Equipment is expressed in Euro and does not include packaging, delivery, transport and installation and commissioning costs, customs duties, VAT, or any other taxes. The price of the Equipment shall be considered fixed and invariable if the delivery takes place within 6 Months Days from the Order. In case of deliveries performed after the aforementioned time limit, the price-list in force at the time of the delivery shall be applied. The prices and payment conditions are indicated in the Special Sale Conditions. Customer waives to claim the termination of the Contract and/or a reduction of the price due to the foreign exchange rate risk.

7.2. Customer shall not claim any possible breach of Seller if it has failed to perform the payments agreed. In any case, any possible breach of Seller shall not entitle Customer to suspend or delay the payments, totally or partially.

7.3. In the case of Customer's delay or failure to pay at the dates established in the payment schedule, or in case the financial situation of Customer is detrimental of Seller's credit, Seller shall have the right to suspend any further delivery and/or shall have the right to cancel any eventual Order that hasn't yet been implemented.

7.4. Except as provided for by Art. 7.3, in case of delay to payment, interests on the late payment are due. These interests shall automatically apply and shall be calculated based on the interest rate established by the European Central Bank, increased by 2 (two) points.

Art. 8 – Reservation of the title

It is agreed that Machine/s delivered remain/s in the property of Seller until the payment provided for by the Contract has been entirely performed by Customer and received by Seller, according to Art. 1523 of the Civil Code.
In any case, all risks connected to the Equipment shall be considered transferred to Customer with the delivery.

Art. 9 – Extra services - authorizations

9.1. The eventual provision of extra-services in favor of the Customer is regulated by the Special Conditions of Sale.
9.2 Customer shall obtain and maintain import licenses and any other state and local authorizations, certifications, permits or approvals required for bringing in its country and utilizing the Equipment at its own responsibility, cost and expense. Seller shall not be considered liable for the failure to obtain such authorizations, certifications, permits or approvals.
Art. 10 - Force Majeure

10.1. Neither Party shall be liable to the other Party to any extent, in damages or otherwise, as a result of its failure to perform its obligations under this Agreement due to any event beyond its reasonable control, including, but not limited to, war, national emergency, epidemic, pandemic, fire, strikes or lock-outs or any other form of industrial action, insurrection or riots or the requirements or regulations of any civilian or military authority. International economic sanctions, restrictive measures and financial restrictions are expressly considered Events of Force Majeure.

10.2. A Party affected by any Event of Force Majeure shall promptly send the other Party a notice in writing, setting out a description of such Event of Force Majeure and reasons for its non-performance, and shall inform the other Party of any relevant progress from time to time, and take all necessary actions to prevent, limit or reduce the negative consequences of the suspension of its performance, and shall use its best efforts to avoid, reduce or eliminate the impact of such Event of Force Majeure. A Party affected by an Event of Force Majeure shall resume its performance as soon as practicable.

10.3. Either Party has the right for an early termination of this Contract, by serving the other Party a written notice, if the Event of Force Majeure affecting the other Party lasts 90 Days or longer than 90 Days.

Art. 11 - Compliance with law and regulations - Privacy

11.1. Seller declares that the Equipment comply with all applicable Italian and EU regulations and laws in force at the time of the Order.

11.2. In any case, Seller shall not be considered liable for any restriction, penalty or non-compliance with any regulation, rule, or law of the country of destination of the Equipment included but not limited to quotas, customs, labeling, packaging, voltage, technical and electrical requirements unless a written specific and detailed Customer's request is included and set forth in the Special Sale Conditions.

11.3. The Parties declare they fully comply with current Italian legislation on the protection of privacy, also with reference to EU Regulation 679/2016, and, consequently, to process the personal data they have collected, in full compliance with the principles and provisions in force in their respective countries.

16.2 If personal and sensitive data is transferred from Italy to a third country where the Client is established, and that country does not provide adequate privacy protection, the Parties hereby agree that in the various contractual relationships with that country, they will scrupulously comply with the instructions and precautions, as well as the methods of transmission and conservation of sensitive data provided for by the European Regulations, Directives and Decisions, precisely for the purpose of safeguarding the transfer of data to countries without adequate regulations.

Art. 12 - Dual Use and Export Restrictions

12.1. Customer acknowledges that any export ban decision or other restrictive measure issued by the competent Italian authorities or by any EU Member State that may limit or prohibit the export of the Equipment from Italy or from any other EU Member State to the country of destination may result in the immediate suspension or total cancellation of the Order. In such a case, Seller shall not be held liable in any way, including for damages or losses of any kind.

12.2 Customer declares to be aware of the European Union legislation governing the export of dual-use items and acknowledges the Seller's right to suspend or cancel the Order should an export ban or restriction be imposed by the relevant authorities.

12.3 Customer represents and warrants that the Equipment is purchased, and if applicable resold, solely and exclusively for civil use, and that it will not be used for:
(a) the design, development, production, stockpiling, or use of weapons of mass destruction, including nuclear, chemical, or biological weapons or missiles;
(b) any military activities; or
(c) any other use supporting such activities.

12.4 Customer acknowledges the existence of sanctions programs, embargoes, and export control regulations adopted by the European Union against certain countries, including but not limited to Belarus (Reg. 765/2006), Russia (Reg. 833/2014, 2024/2642, 2024/1485), and Ukraine (Reg. 269/2014, 692/2014, 208/2014, 2022/263).
Customer undertakes: (a) not to sell, transfer, re-export, rent, lease, or otherwise dispose of, directly or indirectly, the Equipment to any person or entity included in the European Union's sanctions lists, including but not limited to the Consolidated Financial Sanctions List; and
(b) not to sell, re-sell, transfer, re-export, rent, lease, or otherwise dispose of, directly or indirectly, the Equipment in breach of EU restrictive measures applicable to sanctioned countries.

12.5 Customer undertakes to indemnify and hold CMA harmless from and against any damages, liabilities, administrative fines, costs, and/or expenses (including legal fees) incurred as a result of Customer's breach of any of the above provisions. Violation of the foregoing obligations shall entitle CMA to immediately terminate this Contract and shall oblige Customer to pay, as a penalty, an amount equal to ten percent (10%) of the total value of the Order.

Art. 13- Resale of the Equipment

Seller - in the case where Customer is a retailer or a dealer – will provide the latter with a non-binding price list where the minimum resale prices are pointed out, provided that Customer is free to determine its own prices, but shall try to comply as much as possible with the prices suggested by Seller.

Art. 14 - Applicable law - Jurisdiction

14.1. The present Contract is governed by the law of Italy. The language of communications between the Parties shall be English. All notices shall be in writing and will be delivered personally

or by e-mail and/or electronic facsimile transmission or sent by courier properly addressed to the Party.

14.2 Any disputes arising out of this Contract, shall be referred to the Court of Trento (Italy).

14.3 In any case, the above-mentioned dispute resolution clause does not limit the right of CMA to bring proceedings against Customer before the courts of the country in which the latter is established, also - but not limited to – in order to request an interim relief and/or precautionary measures.

Sarnonico, on .....

CARPENTERIE METALLICHE ANAUNIA S.R.L. CUSTOMER.....

The Parties declare to be fully aware of the above sale conditions and to expressly accept the following clauses according to Art. 1341 e 1342 of the Italian Civil Code:

Art. 2) Order; art.4) Delivery; art. 5) Warranty; art. 6) Seller's Liability; art. 7) Prices and payment conditions; art. 8) Reservation of the title; art. 11) Compliance with law and regulations; art. 13) Resale of the Equipment; art. 14) Applicable law - Jurisdiction.

Sarnonico, on .....

CARPENTERIE METALLICHE ANAUNIA S.R.L. CUSTOMER.....

Annexes:

- SPECIAL SALES CONDITIONS
- Annex 1: technical specifications;
- Annex 2: warranty terms;
- Annex 3: disclaimer.

SPECIAL SALES CONDITIONS

Equipment

QUANTITY	DESCRIPTION	PRICE	AMOUNT
.....	.....	.....	.....

Payment Conditions

The total price to be paid is Euro .....

Down payment: ..... shall be paid upon signing the Contract.

Balance payment: ....., shall be paid before the delivery of the Machinery.

The shipment expenses are not included in the total price.

Bank details
EUR IBAN: IT 40 M083 0405 9000 0003 4000 880
BANCA PER IL TRENTINO-ALTO ADIGE
Filiale di Fondo
CAB 05900 I ABI 08304

Delivery

Terms of Delivery: EXW SARNONICO (TN).

Shipment: .....

Shipment method:.....

Packaging: .....

Freight Costs: at Customer's expense.

Annex 1 – Technical specifications

C.M.A. Carpenterie Metalliche Anaunia S.r.l. **Via C. Battisti, 8 - 38011 Sarnonico (TN)** **tel. 0463 832141**	CE
Model	**Compact**
Version	**MULTIPLEX**
Length of machine	**2,80 [m]**
Width	**1,46 [m]**
Minimum platform height	**1,00 [m]**
Maximum platform height	**2,90 [m]**
Minimum platform width	**1,30 [m]**
Maximum platform width (open parapets)	**2,80 [m]**
Length of platform	**2,60 [m]**
Minimum length with forklifts (closed)	**3,53 [m]**
Maximum length with forklifts (open)	**5,16 [m]**
Batterie's voltage	**48 [V]**
Power of single traction motor	**5 [kW]**
Motor's power hydraulic pump	**2 [kW]**
Battery's capacity	**250-300 [Ah]**
Payload on platform total	**900 [kg]**
Payload on central platform	**500 [kg]**
Payload on lateral platforms - total	**400 [kg]** **4 people**
Payload on single lateral platform	**200 [kg]** **2 people**
Maximum lateral platforms protrusion	**60 [cm]**
Maximum lateral working slope	**15%**
Maximum longitudinal working slope	**20%**
Recharge's voltage	**240 [V]**
Maximum speed of wind	**12,5 [m/s]**
Weight for configuration	
Minimum mass of base (lighter configuration)	**990 [kg]**
Maximum mass of base (heavier configuration)	**1440 [kg]**
Mass of platform Multi-01	**880 [kg]**
Mass of Multi-02 belts for harvesting with rear forklift	**1060 [kg]**
Mass of Multi-01 kit for harvesting (roller conveyor and forklifts)	**260 [kg]**
Belts for harvesting Multi-02	
Width of single platform	**40 [cm]**

Length of single platform	**1,25 [m]**
Payload single platform	**160 [kg]**
	2 persone
Minimum platform height	**1,10 [m]**
Maximum platform height	**1,90 [m]**
Maximum lateral platform protrusion	**70 [cm]**
Minimum width of machine (with closed platforms)	**1,55 [m]**
Maximum width of machine (with platforms at maximum protrusion)	**2,75 [m]**
Minimum length Multi-02 belts (closed forklifts/closed belts)	**3,70 [m]**
Maximum length Multi-02 belts (open forklifts/belts in working position)	**6,50 [m]**
Payload of bins unloading forklift	**400[kg]**

Carpenterie Metalliche Anaunia

COMPACT

C.M.A. Carpenterie Metalliche Anaunia S.r.l. Via C. Battisti, 8 - 38011 Sarnonico (TN) tel. 0463 832141	CE
Model	Compact
Version	V11
Length	2,42 [m]
Width	1,35[m]
Minimum platform height	1,00 [m]
Maximum platform height	2,80[m]
Total unladen mass (standard model)	2150 [Kg]
Batteries' voltage	48 [V]
Power of single traction motor	5 [kW]
Motor's power hydraulic pump	3 [kW]
Battery capacity	250 - 300 [Ah]
Hydraulic circuit capacity	16 [l]
Maximum hydraulic circuit pressure	210 [bar]
Payload on central platform	500 [kg]
Payload on lateral platforms - total	400 [kg] 4 persons
Maximum lateral platforms protrusion	60 [cm]
Payload on single lateral platform	200 [kg] 2 persons
Maximum lateral working slope	25%
Maximum longitudinal working slope	35%
Recharge's voltage	240 [V]
Maximum speed of wind	12,5 [m/s]
Kit facilitating belts for harvesting	
Width of single platform	40 [cm]
Length of single platform	110 [cm]
Payload single platform	200 [kg] 2 persons
Minimum platform height	120 [cm]
Maximum platform height	210 [cm]
Maximum platform protrusion	60 [cm]
Minimum width of machine (with closed platforms)	135 [cm]
Maximum width of machine (with platforms at maximum extensions)	255 [cm]
Maximum valid weight (to be loaded on frame)	800 [kg]

Payload of bins unloading lift	**400[kg]**

Annex 2 – Warranty Terms

Seller provides a warranty for the Equipment for a period of twenty four (24) months from the EXW delivery date.
This warranty applies solely to the Equipment supplied by CMA.
Any defect must be notified in writing to CMA within eight (8) calendar days from the delivery date. Upon discovery of any defect, Customer shall immediately cease any use or assembly of the Equipment.
The warranty granted by CMA consists, at CMA's sole discretion, of the repair or replacement of the Equipment proven by the Customer to be defective, following prior analysis by CMA. For the purposes of this warranty, defective products shall mean only those affected by design, material, or manufacturing defects attributable to CMA.
The warranty does not cover defects or damages resulting from improper, unintended, or incorrect use of the Equipment. Any defect or malfunction shall not entitle the Customer to suspend, delay, or withhold payment of the Equipment or of any other supplies.
If, after inspection, the warranty is found to be inapplicable, CMA reserves the right to charge an inspection fee of EUR 500,00 (five hundred/00) per Equipment examined. The shipping costs for the replacement of the Equipment shall be borne by Customer.
Any repair or replacement carried out under this warranty shall not extend the original warranty period, which shall remain valid for twenty four (24) months from the date of the initial delivery of the Equipment.
Upon expiry of the warranty period, no further claims may be raised against CMA.