



CONDITIONS OF SALE

1. SCOPE

These general conditions of sale (the „General Conditions“) apply and form an integral part of all quotations and offers made by EVOCA Spa, SaGa Coffee S.p.a., Ducale S.r.l. or SGL Italia S.r.l. (each individually the „Company“), of all acceptances, acknowledgments and confirmations of the Company to Buyer's orders and all contracts („Contracts“) relating to the sale by the Company and the purchase by the Buyer of goods and services (the „Products“), unless and to the extent the Company explicitly agrees otherwise in writing.

Any terms and conditions set forth on any document or documents issued by Buyer either before or after issuance of any document by the Company setting forth or referring to these Terms and Conditions are hereby explicitly rejected and disregarded by the Company, and any such terms shall be wholly inapplicable to any sale made by the Company to Buyer and shall not be binding in any way on the Company.

Company's offers are open for acceptance within the period stated by the Company in the offer or, when no period is stated, within thirty (30) days from the date of the offer, but any offer may be withdrawn or revoked by the Company at any time prior to the receipt by the Company of Buyer's acceptance thereof.

2. PRICES

Prices in any offer, confirmation or Contract are in Euros, based on delivery Ex-Works (INCOTERMS latest version) Company's manufacturing facility or other facility designated by the Company, unless agreed otherwise in writing between the Buyer and the Company and do not include any taxes, duties or similar levies, now or hereafter enacted, applicable to the Products or any other expenses. The Company will add taxes, duties and similar levies to the sales price where Company is required or enabled by law to pay or collect them and these will be paid by Buyer together with the price.

3. PAYMENT AND RETENTION OF TITLE

Unless agreed otherwise between the Company and the Buyer in writing, the Company may invoice the Buyer for the price of the Products. Net payment is due in advance for delivery unless agreed otherwise between the parties in writing. All payments shall be made to the designated Company's address.

If deliveries are made in installments, each installment may be separately invoiced and shall be paid for when due. No discount is allowed for early payment unless agreed to in writing by Company. In addition to any other rights and remedies the Company may have under applicable law, interest will accrue on all late payments as per section 5 of the Legislative Decree 231/2002, at a rate equal to the official ECB rate plus 8% or to the extent permitted by applicable law, from the due date until payment in full.

All deliveries of Products agreed to by the Company shall at all times be subject to credit approval of the Company. If, in Company's judgment, Buyer's financial condition at any time does not justify production or delivery of Products on the above payment terms, the Company may require full or partial payment in advance or other payment terms as a condition to delivery, and the Company may suspend, delay or cancel any credit, delivery or any other performance by the Company.

The Products subject to sale and purchase agreement do not become property of the Buyer before the completion of the payment of the price according to art. 1523 and following of the Italian Civil Code. In case of total or partial seizure or foreclosure of the Products, the Buyer would have to immediately inform the Company so the latter could be entitled to enforce against the third party the reservation of title: the related expenses would be sustained by the Buyer. The Buyer, if required, undertakes to maintain on the goods, until the price will not be fully paid, a distinctive mark attesting the reservation of title in favour of the Company itself.

In the event of any default by Buyer in the payment of any fees or charges due, or any other default by Buyer, the Company shall have the right to refuse performance and/or delivery of any Products until payments are brought current and Company may suspend, delay or cancel any credit, delivery or any other performance by the Company. Such right shall be in addition to, and not in lieu of, any other rights and remedies available under the General Conditions, the Contract or at law.

4. DELIVERY AND QUANTITIES

The products will be delivered ExWorks (Incoterms) at the place designated by the Company save for different written agreement.

Delivery dates communicated or acknowledged by the Company are approximate only, and the Company shall not be liable for, nor shall the Company be in breach of its obligations to Buyer, for any delivery made within a reasonable time before or after the communicated delivery date. The Company agrees to use all commercially reasonable efforts to meet the delivery dates communicated or acknowledged by it on the condition that Buyer provides all necessary order and delivery information sufficiently prior to the such delivery date.

The Buyer will immediately notify the Company in writing the failure of the delivery giving a thirty (30) days period to remedy. If the Company does not deliver within such thirty (30) day period, Buyer's will have the rights to cancel the affected and undelivered portions of the related Contract.

Unless otherwise agreed and specified, all risks and liabilities inherent to the Products sold shall pass to Buyer at the time of delivery of the Products as defined above.

If Buyer fails to take delivery of Products ordered, then the Company may deliver the Products in consignment at Buyer's cost.

In the event Company's production is curtailed for any reason, the Company shall have the right to allocate its available production and Products, in its sole discretion, among its various customers and as a result may sell and deliver to Buyer fewer Products than specified in the Contract, as the case may be, without

being responsible or liable to Buyer for any damage resulting therefrom.

5. ACCEPTANCE

At the delivery the Buyer will verify the correspondence to what indicated in the order and in the delivery documentation. All claims for any missing or exceeding quantity, or for any discrepancy in respect to the contractual specifications, shall have to be communicated in written within 8 (eight) business days from the delivery date. Any claim shall have to be forwarded in written and shall highlight in a detailed way the non-compliance of the supply in respect to what indicated in the order and in the delivery documentation. Within a reasonable period of time, the Company will verify the claims of the Buyer and, in case of acceptance of the same, the Company will proceed to correct the determined discrepancies. In case within the above-mentioned term of 8 (eight) business days no claim is advanced, the goods will be deemed as accepted by the Buyer.

6. DESTINATION OF THE PRODUCTS

Buyer acknowledges that the Products sold by the Company are designed and intended for a professional use in a professional environment (i.e. business, commercial and public locations such as hotels, bars, restaurants, cafes, cafeterias, bakeries, factories, taverns, conference and shopping centers, offices, rail and gasoline stations, expressly excluding any home or domestic locations). Products shall be distributed through professional channels specifically directed at professional customers. Except for Saeco Lirika models, the Products can be also distributed through mixed channels, i.e. directed to both consumers and professional customers (such as online channels).

7. FORCE MAJEURE

The Company shall not be liable for any failure or delay in performance if such failure or delay results from interruptions in the Product manufacturing process or if such failure or delay is caused by Force Majeure as defined below and/or by law.

In case of such a failure as set forth above, the performance of the relevant part(s) of the Contract will be suspended for the period such failure continues, without Company being responsible or liable to Buyer for any damage resulting therefrom.

The expression „Force Majeure“ shall mean and include any circumstances or occurrences beyond Company's reasonable control - whether or not foreseeable at the time of the Contract - as a result of which Company cannot reasonably be required to execute its obligations including force majeure and/or default by one of Company's suppliers. In the event that the Force Majeure extends for a period of three (3) consecutive months (or in the event that the delay is reasonably expected by the Company to extend for a period of three (3) consecutive months), the Company shall be entitled to cancel all or any part of the Contract without any liability towards Buyer.

8. RIGHTS IN SOFTWARE, DOCUMENTATION AND INTELLECTUAL PROPERTY

Subject to the provisions set forth herein, the sale by the Company of any goods implies the non-exclusive and non-transferable limited license to Buyer under any of Company' and/or its affiliates' intellectual property rights („Company's IPR“) used in the goods to use and resell the goods as sold by Company to Buyer. To the extent that software and/or documentation is embedded in or delivered with any goods sold by Company to Buyer, the sale of such goods shall not constitute the transfer of ownership rights or title in such software and/or documentation to Buyer, but, subject to the provisions set forth herein, shall only imply a non-exclusive and non-transferable license to Buyer under Company's IPR used in the software to use such software and/or documentation in conjunction with and as embedded in or delivered with the goods as supplied by Company to Buyer.

Notwithstanding anything to the contrary herein, these Terms and Conditions shall not be construed as conferring any right, license or immunity, either directly or by implication, estoppel or otherwise to Buyer or any third party under any Company's IPR or intellectual property rights of any third party other than explicitly granted under these Terms and Conditions.

Buyer shall not: (a) modify, adapt, alter, translate, or create derivative works from any software residing in or provided by Company in conjunction with any goods; (b) assign, sublicense, lease, rent, loan, transfer, disclose, or otherwise make available such software; (c) merge or incorporate such software with or into any other software; or (d) reverse assemble, decompile, disassemble, or otherwise attempt to derive the source code for such software without written authorization from Company except as explicitly allowed under applicable law. Buyer shall reproduce, without any amendments or changes thereto, any proprietary rights legends of Company and/or its affiliates or its third party suppliers in any software or documentation provided by Company. If and to the extent copyright in the software is owned by third parties, the license terms of these third parties shall apply instead of the present Terms and Conditions to such third party software.

9. WARRANTY

Buyer acknowledges and by placing the order accepts, that in amendment of articles 1490 and 1491 of the Italian Civil Code, the Company is not bound by the warranty for the defects of the Products sold, nor by any other warranty, whether implied or express (including without limitation of fitness for a particular purpose, merchantability, etc.).

Parties acknowledge that the Prices of the Products reflect the above exclusions of warranty and related allocation of risks between Buyer and the Company.

Subject to the rights, exclusions and limitations set forth in Sections 5, 10 and 11 of these Conditions, the foregoing states the entire liability of the Company in connection with defective or non-conforming Products supplied under the

Contract.

10. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

The Company, at its sole expense shall: (i) defend any legal proceeding brought by a third party against Buyer to the extent that the proceeding includes a claim that any Product as furnished by the Company under a Contract directly infringes the claimant's patent, copyright, trademark, or trade secret; and (ii) hold Buyer harmless against damages and costs awarded by final judgment in such proceeding to the extent directly and solely attributable to such infringement. The Company shall have no obligation or liability to Buyer:

- if the Company is not: (i) promptly notified in writing of any such claim; (ii) given the sole right to control and direct the investigation, preparation, defense and settlement of such claim, including the selection of counsel; and (iii) given full reasonable assistance and cooperation by Buyer in such investigation, preparation, settlement and defense;
- if the claim is made after a period of three (3) years from the date of delivery of the Product;
- to the extent that any such claim arises from: (i) modification of the Product if the claim of infringement would have been avoided by use of the unmodified Product; or (ii) design, specifications or instructions furnished by Buyer;
- to the extent the claim is based directly or indirectly upon the quantity or value of products manufactured by means of the Product or upon the frequency of use or the amount of use of the Product irrespective of whether such claim alleges that the Product as such, or its use, infringes or contributes to the infringement of any intellectual property rights of the claimant;
- for unauthorized use or distribution of the Product or use beyond the specifications of the Product;
- to the extent any such claim arises from Buyer's manufacture, use, sale, offer for sale, importation or other disposition or promotion of the Product after Company' notice to Buyer that Buyer should cease any such activity, provided such notice shall only be given if the Product is, or in Company' opinion is likely to become, the subject of such a claim of infringement;
- for any costs or expenses incurred by Buyer without Company' prior written consent;
- to the extent the claim is based on any prototypes, or Open Source Software, or software provided by Buyer or any of its designees to Company and/or its affiliates;
- to the extent any such claim arises from any infringement or alleged infringement of third party's intellectual property rights covering a standard set by a standard setting body and/or agreed between at least two companies;
- for infringement of any third party's intellectual property rights covering the manufacture, testing or application of any assembly, circuit, combination, method or process in which the Product may have been used, or
- for infringement of any third party's intellectual property rights with respect to which Company or any of its affiliates has informed Buyer, or has published (in a datasheet or other specifications concerning the Product or elsewhere) a statement, that a separate license has to be obtained.

For such claims of infringements referred to in this Section 10, Buyer shall indemnify Company and its affiliates against and hold them harmless from any damages or costs arising from or connected with such claims and shall reimburse all costs incurred by Company and its affiliates in defending any claim, demand, suit or proceeding for such infringement, provided Company gives Buyer prompt notice in writing of any such suit or proceeding for infringement.

If any Product is, or in Company's opinion is likely to become, the subject of a claim of infringement as referred to under Section 10 or if the Company receives from a third party claiming infringement of third party Intellectual property rights in relation to any of the Products, the Company shall have the right, without obligation or liability and at its sole option, to: (i) procure for Buyer the right to continue to use or sell the Product; (ii) provide replacement Product with a non-infringing product, or (iii) modify the Product in such a way as to make the modified Product non-infringing; or (iv) repurchase such Product from the Buyer for the initial price paid by Buyer less reasonable depreciation; or (v) suspend or discontinue supplies to Buyer of the Products or parts to which such notice relates or (vi) terminate any Contract to the extent related to such Product.

Subject to the exclusions and limitations set forth in Section 9 of the Terms and Conditions, the foregoing states Company's entire liability and obligation to Buyer and Buyer's sole remedy with respect to any actual or alleged infringement of any intellectual property rights or any other proprietary rights of any kind.

11. LIMITATION OF LIABILITY

THE COMPANY SHALL NOT BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOSS OF REPUTATION, LOSS OF GOODWILL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT OR THE SALE OF ANY PRODUCTS OR SERVICES BY THE COMPANY OR THE USE THEREOF WHETHER OR NOT SUCH DAMAGES ARE BASED ON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY – EVEN IF COMPANY HAS BEEN ADVISED, OR IS AWARE, OF THE POSSIBILITY OF SUCH DAMAGES.

COMPANY'S AGGREGATE AND CUMULATIVE LIABILITY TOWARDS BUYER UNDER ANY CONTRACT SHALL NOT EXCEED AN AMOUNT OF TEN PERCENT (10%) OF THE RELATED CONTRACT.

Any Buyer's claim for damages must be brought by Buyer within ninety (90) days of the date of the event giving rise to any such claim, and any lawsuit relative to any such claim must be filed within one (1) year of the date of the claim. Any claims that have been brought or filed not in accordance with the preceding sentence are null and void.

The limitations and exclusions set forth above in this Section 11 shall apply only to the extent permitted by applicable mandatory law.

12. CONFIDENTIALITY

Buyer acknowledges that all technical, commercial and financial data disclosed to Buyer by the company and/or its affiliates is the confidential information of Company and/or its affiliates. Buyer shall not disclose any such confidential information to any third party and shall not use any such confidential information for any purpose other than as agreed by the parties and in conformance with the purchase transaction contemplated herein.

13. EXPORT/IMPORT CONTROLS

Buyer understands that certain transactions of the Company are subject to export control laws and regulations, including but not limited to the UN, EU and the USA export control laws and regulations ("Export Regulations"), which prohibit export or diversion of certain products and technology to certain countries. Any and all obligations of Company to export, re-export or transfer Products as well as any technical assistance, training, investments, financial assistance, financing and brokering will be subject in all respects to such Export Regulations and will from time to time govern the license and delivery of Products and technology abroad by persons subject to the jurisdiction of the relevant authorities responsible for such Export Regulations. If the delivery of products, services and/or documentation is subject to the granting of an export or import license by certain governmental authorities or otherwise restricted or prohibited due to export/import control regulations, Company may suspend its obligations and the Buyer's/end-user's rights until such license is granted or for the duration of such restrictions or prohibitions. Furthermore, Company may even terminate the relevant order in all cases without incurring any liability towards the Buyer or end-user.

Buyer warrants that it will comply in all respects with the export, re-export and transfer restrictions set forth in such Export Regulations or in export licenses (if any) for every Product supplied to Buyer. Buyer accepts the responsibility to impose all export control restrictions to any third party if the items are transferred or re-exported to third parties. Buyer shall take all actions that may be reasonably necessary to ensure that no customer/purchaser or end-user contravenes such Export Regulations. Buyer shall indemnify Company against any and all direct, indirect and punitive damages, loss, costs (including attorney's fees and costs) and other liability arising from claims resulting from Buyer's or its customers' breach or non-compliance with this section.

Buyer acknowledges that the obligations contained in these General Conditions shall survive the termination of any agreement of other arrangement under which the products, software or technology was provided to Buyer. In addition, in the event of any conflict in the terms provided in these General Conditions with any other document entered into between Buyer and Company, Buyer understands that the terms of these General Conditions shall control and be binding upon Buyer.

14. ASSIGNMENT AND SETOFF

Buyer shall not assign any rights or obligations under the Contracts without the prior written consent of Company. Buyer shall have no right to withhold or reduce any payments or to offset existing and future claims against any payments due for Products sold under the Contracts or under any other agreement that Buyer may have with Company or any of its affiliates may have and agrees to pay the amounts hereunder regardless of any claimed offset which may be asserted by Buyer or on its behalf.

15. ANTI-BRIBERY

Buyer agrees that it now and in future shall comply with national law on prevention of bribery, as well as any other law transforming from ratification of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (including the US Foreign Corrupt Practices Act). In general, the law makes it illegal to bribe or make a corrupt payment to an Official for the purpose of obtaining or retaining business, directing business to any person, or securing any improper advantage.

Buyer's failure to comply with any provision of this section is grounds for immediate termination of any Contract by Company (or its respective affiliate(s)), without Company' incurring any liability towards Buyer. In the event of such termination, (i) Company shall be under no obligation to supply any Product to Buyer, (ii) Buyer shall be responsible for and indemnify Company for any damages, claims, penalties or other losses (including attorneys' fees) that may be asserted against or incurred by Company as a result of Buyer's breach of this section; and (iii) Company shall be entitled to any other remedies available at law or in equity. The terms and conditions of this section shall survive any expiration or termination of these General Conditions.

Company will only do business with those companies that respect the law and adhere to ethical standards and principles and in particular the Buyer undertakes to respect the Code of Business Conduct of EVOCA GROUP, to which the Company belongs, as published on the Company's web site www.evocagroup.com/ethical-code. Should Company receive any information to the contrary, Company will inform and Buyer agrees to cooperate and provide whatever information is necessary to allow Company to decide whether there is any basis to any allegation received and whether the Contract should continue. Such information includes, but is not limited to, books, records, documents, or other files.

16. APPLICABLE LAW AND COMPETENT COURT

All proposals, offers, confirmations and Contracts are regulated by the Italian laws. All disputes arising out of or in connection with any Contract shall first be attempted by the Buyer and the Company to be settled through consultation and negotiation in good faith in a spirit of mutual cooperation. All disputes which

cannot be resolved amicably shall be submitted to the exclusive jurisdiction of the courts of Milan, Italy, provided that the Company shall always be permitted to bring any action or proceedings against Buyer in any other court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any offer, confirmation or Contract. Nothing in this Section shall be construed or interpreted as a limitation on either Company's or Buyer's right under applicable law for injunctive or other equitable relief or to take any action to safeguard its possibility to have recourse on the other party.

17. BREACH AND TERMINATION

Without prejudice to any rights or remedies the Company may have under the General Conditions, the Contracts or at law, the Company may, by written notice to the Buyer, terminate with immediate effect the Contract or any part thereof, in accordance with the provisions of article. 1456 of the Italian Civil Code, without any liability whatsoever and without excluding the possibility of asking for damages to the Buyer, in case Buyer violates or breaches any of the provisions of the General Conditions and in particular:

- its obligations concerning payment as per section 3;
- obligations concerning rights in software, documentation and intellectual property as per section 8;
- obligations concerning confidentiality as per section 12;
- any proceedings in insolvency, bankruptcy (including reorganization) liquidation or winding up are instituted against Buyer, whether filed or instituted by Buyer, voluntary or involuntary, a trustee or receiver is appointed over Buyer, or any assignment is made for the benefit of creditors of Buyer; or
- the control or ownership of Buyer changes.

Upon occurrence of any of the events referred to above, all payments to be made by Buyer under the Contracts shall become immediately due and payable.

In the event of cancellation, termination or expiration of a Contract the terms and conditions destined to survive such cancellation, termination or expiration shall so survive.

18. PROCESSING OF PERSONAL DATA

The Parties undertake to comply with any obligation under Regulation (EU) 2016/679 of the European Parliament and of the Council on the "protection of natural persons with regard to the processing of personal data and on the free movement of such data" (hereinafter "GDPR"), as well as with the domestic legislations on such matter and with the rulings of the national Supervisory Authority for personal data protection.

By executing the General Condition and the Contract, each Party recognizes and acknowledges that the personal data (e.g. names, business email address, etc.) of its own employees/collaborators, involved in the activities provided for in the Contract, shall be disclosed to the other Party and by this latter processed as Controller for purposes inherently related to the entering into and execution of the same Contract and undertakes here and now to divulge such circumstance to its own employees/collaborators, in accordance with its own possible internal procedures. In particular Buyer acknowledges that the personal data (e.g. names, business email address, etc.) of its own employees/collaborators will be processed according to the information notice available on the website www.evocagroup.com which the Buyer declares to know in full and undertakes to consult regularly to verify any changes or additions. Buyer undertakes to bring this information to the knowledge of its employees/collaborators.

19. MISCELLANEOUS

In the event that any provision(s) of these General Conditions shall be held invalid or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions thereof. In the event that any provision of these General Conditions shall finally be determined to be unlawful or unenforceable, such provision shall be deemed severed from these General Conditions, but every other provision shall remain in full force and effect, and in substitution for any such provision held unlawful or unenforceable, there shall be substituted a provision of similar import reflecting the original intent of the clause to the extent permissible under applicable law.

The failure on the part of either party to exercise, or any delay in exercising, any right or remedy arising from the General Conditions shall not operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy arising therefrom preclude any other or future exercise thereof or the exercise of any other right or remedy arising from the General Conditions or by law.



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