



Equipment & Services for the Bottling & Packing Industry

TASK ITALY Srl

Regione Pianezzo, 1a - I-14053 CANELLI (AT)

PH.: +39 0141 174 6159

Web: www.taskitaly.it E-MAIL: contact@taskitaly.it

GENERAL TERMS AND CONDITIONS OF SALE

PREAMBLE

These general terms and conditions of sale apply in full to every order and to all our sales, unless stated otherwise, which must be expressed in writing by our Company. The sending or delivery of any purchase order by the buyer to our Company implies your full and unreserved acceptance of Company's general terms and conditions of sale, even if not signed by them. These general terms and conditions are posted on our websites (<https://www.taskitaly.it/en/> and <https://www.cosmetic-equipment.it/en/>), and all order confirmation forms provide instructions on how to download them : they are therefore considered to be known by all buyers.

1) DEFINITIONS

1.1 For the purposes of these general terms and conditions of sale (hereinafter referred to as "Terms and Conditions of Sale") the following terms shall have the meaning attributed to them below:

"Task Italy: Task Italy Srl, with headquarters in Regione Pianezzo n. 1° - 14053 Canelli;

"Customer": any legal company, institution or entity, which purchases products marketed by Task Italy;

"Products": all the goods, machinery or single components thereof, marketed by Task Italy;

"Offer/s": each quote or offer relating to the products sent by Task Italy to the Customer;

"Sale": each sales contract concluded between Task Italy and the Customer;

"Trademarks": all the trademarks for which Task Italy is the owner or licensee.



2) VALIDITY OF THE TERMS AND CONDITIONS OF SALE

2.1 These Terms and Conditions of Sale shall apply to all Product Sales, unless an exemption is expressly agreed in writing between Task Italy and the Customer. Task Italy shall not be bound by any possible conditions of purchase of the Customer, notwithstanding whether they are referred to by the Customer when placing the Order or in any other document whatsoever coming from the Customer, without the prior written consent of Task Italy for the application thereof.

2.2 Task Italy reserves the right to amend, supplement or delete any of the provisions contained in these Terms and Conditions of Sale: said amendments and/or supplements shall apply to Customers starting from the thirtieth day following notice of the change.

2.3 The Customer, by accepting Task Italy's offer to purchase, and more generally whenever it concludes a sales contract with Task Italy, regardless of the method and form of acceptance, save for possible exemptions agreed upon in writing, unconditionally accepts and undertakes to comply with the Terms and Conditions of Sale provided to it during its relationship with Task Italy, declaring to have read and accepted them.

2.4 These Terms and Conditions of Sale shall apply, mutatis mutandis, to all commercial agreements stipulated by Task Italy, irrespective of their classification or name.

3) CONCLUSION OF THE CONTRACT OF SALE

3.1 The Sale shall be considered concluded when Task Italy sends the Customer a written order confirmation (said confirmation may be sent by e-mail or other electronic means) conforming to the terms and conditions of the Offer accepted by the Customer.

3.2 Sales cannot be annulled or amended by the Customer without the written consent of Task Italy.



3.3 The changes or amendments to the offer introduced by the Customer are not valid and binding on Task Italy if not explicitly and individually accepted by Task Italy.

3.4 Amendments to the Offer introduced by Task Italy in the order confirmation, are to be considered accepted by the Customer, if the latter does not notify its disagreement within three working days from receipt of the order confirmation; in such case the Sale shall be completed after the period indicated above has lapsed.

4) TERMS OF DELIVERY

4.1 The Terms of delivery are indicative and are not essential terms pursuant to Art. 1457 of the Italian Civil Code.

4.2 Nevertheless Task Italy shall not be considered liable for any delays or non-deliveries that are due to circumstances beyond its control, which may include but are not limited to: a) delays or imprecisions by the Customer, or delays by the latter in providing Task Italy with the information and data required for shipment of the Products; b) - difficulties in obtaining supply of components and/or machinery marketed by the manufacturing companies for circumstances not foreseeable by Task Italy at the time the sales contract was entered into; c)- total or partial strikes, shortages of electricity, natural disaster, provisions imposed by public authorities, transport difficulties, circumstances of force majeure such as diseases, epidemics, political unrest etc.

4.3 The occurrence of any of the events listed above will not entitle the Customer to request compensation for damages and/or indemnity of any kind.



4.4 The delivery of the products may be suspended following changes to the equity situation of the Customer in accordance with Art. 1461 of the Italian Civil Code.

4.5 The Customer shall be required to accept the delivery of the supplies, to check accessibility for the transport vehicles at the place of delivery in advance, to guarantee or obtain permits for entry and for the unloading of the supplies and to prepare an area suitable for positioning of the Product.

4.6 In any other case of delivery delay, the Customer must notify Task Italy in writing, specifying to the latter the peremptory term, not less than 30 days, for the delivery of the Product.

4.7 Except in case of intent or gross negligence, Task Italy cannot be held liable for damages deriving from and/or connected to the delivery delay.

5) PRICE AND PAYMENT TERMS

5.1 The prices shall be established on a case-by-case basis in accordance with the Customer's needs and requirements, taking also into account the changes in raw material costs and the production costs of the component and machinery suppliers.

5.2 The prices, unless otherwise and specifically stated, are to be understood as applicable only to the Products and do not include VAT or taxes, duties, tariffs, fees of any kind which shall be borne by the Customer, according to the current legislation of the destination country.

5.3 Unless otherwise agreed, the payments must be effected in Euro in accordance with the terms and methods of payments agreed in every individual contract. In the absence of an explicit acceptance all amounts indicated and due to the Customer must be considered immediately payable at the time the sale is completed; unless stated otherwise, the terms of payment must be understood as essential.



5.4 In the event of non-payment of a supply within the agreed deadline, Task Italy reserves the right to suspend the delivery of any additional Products purchased by the Customer, and to terminate any single and additional contract without incurring any penalty, with the right to request reimbursement of the costs incurred for the supply of Products ordered by the Customer.

5.5 Under no circumstances can the Customer suspend or delay payment pursuant to Art. 1462 of the Italian Civil Code; in the event of non-payment within the agreed deadline Task Italy shall be entitled to apply default interest pursuant to Italian Legislative Decree 231/2002.

5.6 Where instalment payments have been agreed, in the event of termination of the contract for reasons attributable to the Customer, Task Italy shall be entitled to withhold advances already received, without prejudice to compensation for any additional damage suffered.

6) RETENTION OF TITLE

Unless otherwise agreed, the transfer of ownership of the Products from Task Italy to the Customer is that of full payment of the amounts due as established in the Sales contract.

7) INSPECTION OF THE TYPE AND QUALITY OF THE PRODUCTS

Any defects and/or non-conformities of the Products delivered to the customer must be reported in writing to Task Italy within eight days of delivery; should no reports be communicated within the aforementioned period, the Products shall be deemed to comply with those ordered by the customer, such conduct is considered an implied waiver of the guarantee action pursuant to Articles 1490 and foll. of the Italian Civil Code, except as stated in the point below.



8) WARRANTY

8.1 If requested by the Customer, Task Italy will provide warranty that the Products are free from faults and defects, and are in perfect working condition, for the period of the warranty recognised to Task Italy by the manufacturers/suppliers of the components and machinery marketed.

8.2 The warranty does not apply with reference to Products if the defects are due to negligent or improper use by the Customer; in particular the warranty does not apply for any faults or defects of electric and/or electronic components of the machinery, where the faults themselves are attributable to power surges or improper use by the Customer, without compliance with the instructions provided by the manufacturer of the machinery.

8.3 The components and/or machinery reported must be immediately sent to the Task Italy or, any location that the latter indicates on each occasion, at the cost and expense of the Customer unless specifically agreed otherwise by the parties, in order to allow Task Italy to carry out the necessary checks. Task Italy undertakes to replace the component, or repair the machinery in the shortest time possible, compatibly with the period required for the repair or replacement by the manufacturer of the machinery or the component; the costs for sending the replacement components under warranty shall be borne by the Customer.

8.4 In any case, the Customer's right to compensation for damages will be limited to a maximum amount equal to the value of the defective or flawed products.



9) EXPRESS TERMINATION CLAUSE

Task Italy shall have at any time the right, pursuant and in accordance with Art. 1456 of the Italian Civil Code, to terminate any individual Sale, by written notice to the Customer, in the case of breach by the Customer of the obligations laid down in articles 4.5; 5.3; 5.4 of these General Terms and Conditions of Sale.

10) NOTIFICATIONS

All notices, requests, complaints and other notifications must be made in writing to Task Italy only by e-mail to the following address: info@taskitaly.com

11) LEGAL DOMICILE, JURISDICTION, APPLICABLE LAW

11.1 Task Italy is legally domiciled at its head office.

11.2 All disputes arising from this contract, its interpretation and implementation, shall be referred to the exclusive jurisdiction of the Court of Asti.

11.3 These General Terms and Conditions of Sale and any other Sale shall be governed by Italian law, with the exclusion of the application of the Vienna Convention on the Sale of movable property and the rules of private international law that identify an applicable law other than the Italian law.