

GENERAL TERMS AND CONDITIONS FOR SERVICE

IVS ITALIA S.P.A.

These General Terms and Conditions of IVS Italia SpA (IVS) - which are to be accepted by express waiver of any exception in accordance with law or custom - are valid if not expressly derogated or amended upon acceptance and/or confirmation of order and/or in the drafting of service contracts and in any case in written form.

These conditions may be updated or modified at any time by publishing the updated text on the IVS Italia SpA website.

Contracts stipulated by IVS are always concluded at the headquarters of the IVS group located in Italy, and specifically in Seriate in Via dell'Artigianato n.25.

PROVIDED

1. that these general terms and conditions concern the catering service by means of automatic dispensers provided by IVS;
2. that the aforementioned service provided by IVS is always and in any case governed by the Administration Contract, the facsimile of which is attached to the present terms and conditions as well as supplemented by the provisions of this tender;
3. that for automatic dispensers for the purpose of this document as well as those of the Administration Contract between IVS and Customer mean: automatic and/or semi-automatic apparatus, dispensers, furniture, etc. intended for use by IVS for administering delivery and/or sale service of food and drinks;
4. that by contract means a contract even at a distance, namely the legal agreement for the provision by IVS of the said delivery service between a supplier, IVS ITALIA SpA based in Seriate (BG), on one side and a Customer (private and/or company, hereinafter referred to as "Customer"), on the other side, also within the framework of a distance selling system organized by the same supplier;
5. That even where applicable the hypothesis of the legislative decree 50/1992 the possibility for the buyer to exercise the right of withdrawal is governed solely by the so-called Final User (art. 2. lett A, legislative decree 50/92), with exclusion of companies, hence the contract stipulated by them with IVS Italia SpA is not protected by the right of withdrawal;
6. in the event that the contract is concluded by means of distance communication, within 10 (ten) days of receipt of contract documents, the Customer may withdraw from the Administration Contract without any penalty and without any obligation to state reasons, by written communication to be sent to IVS by fax or registered mail, unless the Customer has not asked IVS to install the distributors in a shorter time, in which case the withdrawal notification must be sent to IVS before the installation itself.
7. that the terms starting with the capital letter and not otherwise defined in this document will have the same meaning as defined in the Service Contract;

ACCORDING TO STATED ABOVE

The Customer, by sending, even online, confirmation of his/her purchase order, accepts unconditionally the Administration Contract attached to this document, as well as the general terms and conditions of service described below, which must be considered an integral and essential part of the Administration Contract itself.

1) OFFERS, ORDERS AND ADMINISTRATION CONTRACT: The specific contractual provisions contained in the Administration Contract undersigned by the Customer and by IVS (which facsimile is attached to this document) always prevail over these Terms and Conditions of Service in the event of conflict between the two documents.

The Administration Contract, up to the installation of the distributors in the Customer's area covered by the Administration Contract, as well as any order of supply, having IVS the right to refuse and/or waive the execution at any time prior to the above Installation, is to be regarded as a irrevocable proposal by the Customer. Therefore, acceptance by IVS must be deemed to exist only with the installation of automatic and/or semi - automatic dispensers in the areas identified in the Administration Contract.

IVS also reserves the right not to carry out administration, order, etc. in the event that the Customer gives his/her incomplete or incorrect information.

2) PRODUCTS: The listing of some products in the Customer Price List section of the Administration Contract section does not bind IVS to placing them in the distributors, reserving IVS the right to replace the products delivered and/or administered to the customer via automatic distributors, dispensers, cabinets, as well as those to be used with semiautomatic distributors for reasons of changed market conditions and/or issues related to the supply of the same by its producers, distributors, retailers, etc.

IVS notes in its business cycle the procedures for transport and storage of food and drinks and observes the provisions of the HACCP plan (available in a special section of the website). IVS is therefore only bound by the abovementioned obligations.

3) PRICES and VAT: If there is no indication within the Customer Price List for the individual product charged in the distributor by IVS in the appropriate section of the Administration Contract, the IVS standard price lists are available on the corporate website. IVS reserves the right to apply even lower prices than the standard ones without this resulting in the Customer's right to maintain the application of this reduced price and/or the loss for IVS of the right to price the standard price at any time to its unconditional discretion.

The prices established in the Administration Contract, also standard, are to be understood as free distributor and inclusive of VAT.

At the Refreshment Service, in the areas indicated, the forecast applies therein *at number 121 of Part III* of Table A of the Presidential Decree 26 October 1972 no.633 (VAT decree), being also the Customer qualified as the final consumer of the products in accordance with the law on value added Tax.

If, on the other hand, the Customer does not qualify for this qualification (using, for example, products portrayed by distributors within his/her business cycle) it is understood that the prices of the products and therefore of the Refreshment Service shall have to be calculated by applying the tax rate ordinarily envisaged for each product, also taking into account the manner of sale (administration).

It is the responsibility of the Customer to give immediate notice to IVS of his non-qualification as a final consumer.

The application of the reduced rate referred to above is directly attributable to the qualification of the Customer, which shall therefore render it ineligible and shall exempt IVS from all the consequences that may result from incorrect application of that rate, including sanctions and fines raised by the competent tax authorities of the P.A.

4) DELIVERY AND TRANSPORT: The transport of the products covered by the Refreshment Service is affected through IVS personnel and/or express courier.

The refinement of vending machines shall be determined by IVS, also considering the economic efficiency of the service provided. Therefore, if the distributor is left empty and/or free of one or more products (even all of them), this cannot be the cause of withdrawal by the Customer.

Delivery times will be indicated in the order confirmation for semi-automatic distributors and/or for cabinets. However, the same shall have a mere approximate value. In any case, IVS reserves the right to change the delivery terms at its sole discretion, but nevertheless gives timely communication.

IVS will not be liable for any damages of any kind, due to delivery delay and/or restock, reserving the right to accept the order only when the invoice is issued or when the vendor is restocked.

Upon delivery of the packaged product, the buyer must control and inspect it, also in accordance with the Italian Civil Code.

5) LIMITATION OF LIABILITY: Under no circumstances shall IVS be held responsible for the consequences of *special, consequential, indirect or similar damage*, including the loss of profits even if caused by a non-perfect execution by IVS.

Under no circumstances shall IVS's liability exceed the price paid by the Customer for the product.

IVS is not responsible for the quality of the packaged products delivered, while ensuring compliance with the storage conditions indicated by the individual manufacturers in the context of its transport procedures.

6) PAYMENTS: Payments for the part not made directly through the introduction of coins with legal tender in the special coin-box installed in the dispenser, may take place in these modes;

- cash on delivery,
- cashier's cheque,
- cash (for amounts of less than €10,000.00 or other amount from time to time provided by current

legislation). Payments following the distribution of the Refreshment Service, such as:

- RID,
- RiBa,

prior agreement in the Administration Contract.

Invoices which are not disputed within eight days of receipt are deemed to have been accepted.

In the event of a delay of more than eight days in the payment of the price or any other amount due from the Customer, IVS shall be entitled to issue draft bills and/or Bank Receipts, expressly considered authorized by the Customer.

Expenses (stamp duties, banking, taxes, etc.) incurred by IVS will be charged to the Customer. The amount of such draft-bills will be equal to the sum of the price of the purchased and/or used and/or dispensed goods, etc., plus interest on late payment and charges, stamp duties and ancillary charges incurred.

The above-mentioned bank drafts and/or bank receipts shall be supported, unless otherwise indicated by registered letter to be sent out by the customer, to the bank stated by the customer in the Administration Contract, in the order, or lack thereof, on the one usually used by the same or on another bank close to the customer. Bank drafts and/or bank receipts will be issued by the vendor, at his sole discretion, on demand or with an expiry date.

Any customer payment will be charged primarily to the interest and expenses accrued, and therefore to the price of the Refreshment Service, starting from the longer expired items.

7) CLAIMS AND WARRANTY: Any complaints concerning the Refreshment Service will have to be sent to the IVS after-sales service by 3 days after delivery.

It is understood that the IVS guarantee is only subsidiary to that of the manufacturers of the delivered products as well as that of the manufacturers of automatic distributors, semiautomatic, dispensers, cabinets, etc. The warranty provided by IVS only covers the transport and storage in accordance with the specifications of pre-packaged products inserted and/or included in the distributors.

IVS is therefore not responsible for:

- packaging and/or organoleptic defects of the products delivered with the Refreshment Service,
- operating defects of vending machines used for the Refreshment Service,
- working faults of coin acceptors, used in the Refreshment Service.

The Warranty does not apply in case of i) failure caused by Customer's negligence; ii) faults caused by erroneous actions by the Customer and/or his/her successors in title and/or legal predecessors; iii) faults due to connections of the device at voltages other than those laid down for offices (220V); iv) faults caused by changes in pressures/tensions in/of the network(s) to which the appliance is connected (220V, 1 bar); v) faults caused by inductive/electrostatic discharge or discharge caused by lightning or other external phenomena.

8) CUSTOMER OBLIGATIONS: The Customer may not remove or alter any trademark, trade name, serial number, sticker, copyright or other rights reserved on products delivered, beakers and/or distributors.

9) PRINCIPLE OF STORAGE: In the event that one or more of the terms of this contract are or become null, the other clauses shall remain fully valid. Any null clause shall be replaced by a valid clause that is closer to the economic purpose of the null clause.

10) RESOLUTION for EXCESSIVE CHARGES: If the offer performance becomes excessively expensive, even for the sole occurrence of extraordinary and unforeseeable events, IVS reserves the right to terminate the contract in accordance with art.1467 c.c.

11) JURISDICTION: Any objections in relation to execution or interpretation, or any other dispute arises between the parties in relation to these terms and conditions of sale are under the exclusive jurisdiction of the Court of Milan

If IVS is the plaintiff, it reserves the right to refer both to the Court of Milan, the Court of Bergamo and the District Court of the Customer. In any case, all relations between Customer and IVS shall be governed solely by Italian law.

12) LIABILITY EXCLUSION for FRAUDULENT USE of ELECTRONICALLY TRANSMITTED DATA: IVS

it is not liable for any fraudulent or illegal use by third parties, credit cards, cheques and other means of payment.

13) LIABILITY EXCLUSION for INCORRECT AND/OR UNCOMPLETED DATA ELECTRONICALLY

TRANSMITTED: Customer waives IVS to any liability arising from the issue of incorrect tax documents due to data errors provided by the Customer, as the Customer is solely responsible for the correct communication.

14) PRIVACY: Personal data are collected for the purposes of registering the customer. More information can be found in Information prepared by IVS and made available to the customer prior to registration.

15) 15) WAIVE TO RECOURSE: IVS does not recognize the Customer's right of recourse *According to Art. 131 of Legislative Decree no.206/2005.*

16) 16) REGISTRATION: The Administration Contract is subject to registration only in the case of use and fixed fee. Its burden is borne to the party that with his/her behaviour makes registration necessary.

17) COMMUNICATIONS: All communications regarding the Administration Contract must be made in written form.

INTERNET SPECIAL DISCLAIMER

The general and special terms of sale on IVS sites can be updated at any time. Please visit the pages containing legal notes with regularity and frequency to check the terms in force, since they are binding.

Web pages of IVS sites may use so-called "cookies" A cookie is an item that is inserted into a hard disk on a computer only after authorization. Cookies are intended to streamline the analysis of web traffic or signalling when a specific website is visited and they enable web applications to send information to individual users.

IVS is committed to ensuring the confidentiality of personal data. The information provided on this website is provided without any express or implied warranties of any kind and, in particular, but not exclusively, no implied warranties of merchantability, fitness for a particular purpose, and non-infringement of the terms of use.

The information contained on this Web site may contain technical inaccuracies or typographical errors. Information is subject to change or update without notice. IVS also reserves the right to make changes and/or improvements without notice at any time, to products and/or programs described on this Website.

Information published by IVS on the Internet may contain direct or indirect references to services and or products which output is not announced or that are not available in the user's region. These references do not imply that IVS intends to necessarily advertise and/or market such services and/or products in the country or region.

IVS is in no way responsible for the websites that the user should access through this website.

The existence of a hyperlink, on IVS website, to another site unrelated to IVS does not imply approval or acceptance of responsibility by IVS for the content or use of such website.

It is the user's responsibility to take all necessary precautions to ensure that whatever you decide to download and use is free of harmful elements such as "viruses", "worms", "trojans" and so on.

WITHOUT OTHER DIRECT INDICATIONS, IVS ITALIA SpA. SHALL IN NO EVENT BE LIABLE FOR ANY PARTIAL OR TOTAL, DIRECT OR INDIRECT DAMAGES ARISING FROM THE USE OF THIS WEBSITE OR OTHER WEBSITES CONNECTED THERETO BY A HYPERTEXT LINK, INCLUDING, WITHOUT LIMITATION, DAMAGES SUCH AS LOSS OF PROFITS OR TURNOVER, INTERRUPTION OF BUSINESS OR PROFESSION, LOSS OF PROGRAMS OR OTHER DATA STORED ON YOUR COMPUTER SYSTEM OR OTHER SYSTEM, AND THAT EVEN IF IVS ITALIA SpA. HAD BEEN EXPRESSLY INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTE INTERNET PRIVACY

The data provided, without prejudice in case of refusal, shall be handled manually and by automated means by comparison, classification, and calculation, as well as by producing lists, for the purpose of

1. customer management (administration, accounting, contract management, orders, shipments, services, billing, solvency control); litigation management (including credit recovery); credit insurance; fulfillment of transactions imposed by regulatory obligations; Historical archiving; marketing and advertising; sending promotional material of services offered by the Company; Statistical analysis for marketing purposes - for which consensus is not required.
2. by ticking the box below You give Consent for processing and communication for archiving purposes of historical data; assumption of pre-contractual information not activated at the request of the interested party; voluntary audit activity.

The same shall be disclosed to the following categories of employees of the Company who are not appointed pursuant to law 675/96, Entities, authorities and public institutions, independent employees of the company, professionals (lawyers, accountants), computer consultants; Other offices of this Company or other group companies, including foreigners, with the same associates; Company suppliers; Companies providing commercial information; Credit insurance company; agents; auditing firm; as well as anyone who is legitimate recipient of communications provided by law or regulation. Your information will not be disclosed to third parties. In accordance with Law 675/96 (Article 13), you have the right to access the Registrar's records. You also have the right to obtain information about Your data; ask for deletion, blocking, updating, rectification, integration and refusal of treatment by contacting the Treatment Manager: IVS Italia S.p.A. - Seriate (BG) via dell'Artigianato 25

- Consent to treatment and communication for the purposes referred to in point 2*

Name and Surname

Signature

Date