

Scandiano, 04/04/2023

Sirs

JACUZZI GROUP

Corredor Tijuana Rosarito 2000 / #24702-IB1
Ejido Francisco Villa C.P. 22236
Mexico

To the kind attention of **Mr. Horacio Ramos**

Offer N° 23-228-00

Lay-out N° 22-xxx-0x

Contact for responsible of offer
Cristian Bocedi
Cell. +39 347 9691606
Mail to cristianbocedi@bocedisrl.com

**Project: Pallet packaging line with machine
STRETCH HOODER FB2000 MEGA
and VERTICAL STRAPPING MACHINE**

Dear Sirs,

We are glad to present you our best offer for this project.

We look forward to receiving your comments on this, and we remain at your disposal for any further information you may require.

Our best regards,

Officina Bocedi Srl

COMPANY INTRODUCTION

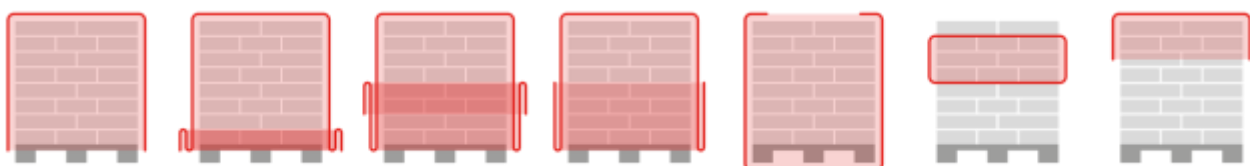
BOCEDI has succeeded in developing various models of automatic machines conceived and realized following the most advanced techniques: stretch tubular film hooder, shrink tubular film hooder and shrink ovens – gas or electric power, complete tailor made packing line. We boast experience in various sectors: pottery, manufactured goods in cement, bricks-works, paper, jars and bottles, sacks, and heat sensitive products like milk and bottled or tinned preserves. Every model is provided with safety measures, in accordance with rules and laws in force.

Company BOCEDI was established in 1966. It is a leader firm in the packing sector and is specialized for the planning of complete end-of-line machineries. More than 1000 machines installed and operating all over the world is the evidence of the experience and the reliability of BOCEDI.



Project Specifications supplied by customer to BOCEDI:

Pallet dimensions : length x width	112"x96" 2845x2438 mm (drawing 6720-129) 95"x96" 2413x2438 mm (drawing 6720-120) 96"x96" 2438x2438 mm (drawing 6720-013) Short side leading
Pallet Type :	As per your drawing
Product	Jacuzzi on wooden pallets
Product dimensions (length x width):	112"x96" 2845x2438 mm 95"x96" 2413x2438 mm 96"x96" 2438x2438 mm Short side leading
Minimum height:	Min mm 500
Maximum height:	Max mm 1200
Maximum weight of palletized load :	Min kg 230 kg Max Kg 550 kg
Industrial production line capacity requested for this project:	Capacity required by customer 13/22 p/h
Height of conveyance from floor level	300 mm desde el suelo 500 mm MIN. required





ADVANTAGES OF STRETCH HOOD SOLUTION BOCEDI



- Waterproof, dustproof, sand-proof on the load on pallet
- Outdoor storage for stretch hood end-user and end-user distributors
- Better load stability on wooden/plastic pallet
- Less stretch hood material to secure your loads on pallet – we can run from 20 micron film thickness up to more than 160 micron
- Smooth plastic release on vertical edges – stretch hood technology is applied from top to the bottom – we don't squeeze the load, but we improve its stability thanks to our vertical, transversal and longitudinal stretch
- Possibility to make OPEN TOP and CLOSED TOP hood
- Only 1 single layer of material to cover the 4 or 5 sides of the load
- Possibility to run with transparent stretch hood film, stretch hood film with colours, stretch hood film with printed logo and images for marketing purposes and product identification
- Possibility to run with micro and macro perforated film
- Easy packaging to be removed. With a net cut, the operator removes the hood without damaging products and primary packaging.

- No heating sources
- Recyclable film
- Less operations downtime – long lasting reel without change of consumable and intervention of operator.
- Possibility to detect automatically length, width and height of loads and pallet
- Easy handshaking with existing equipment
- User-friendly HMI
- Easy maintenance for pneumatic and mechanical parts - without hydraulic systems
- Vertical machine and easy accessibility of all parts of the equipment
- No need of lifting inside for the products to be hooded for a stretch hood delivery under the wooden pallet
- Flexible system - different programs for different stretch hood finishing and pallet packaging
- Possibility to fit irregular loads on pallet
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- You can avoid the use of a tarpaulin during transport
- No loading interruption even in case of rain
- Savings on other kind of packing material used before the stretch-hood machine installation: e.g. manual bags
- Time savings on logistic activities for truck preparing
- Possibility to integrate Bocedi system of automatic film/sheet delivery on wooden pallet. Perforated anti-condensation film
- Possibility to stack several pallets one on top of the other
- REPACKING system - Possibility of re-hooding the load

STRETCH HOOD MACHINE MOD. FB 2000 MEGA



1. General information on the standard version of the extension hooder

The stretch system, working without heat, represents a coherent development on the technology of packing loaded units on pallets. To achieve this aim, we have appropriately put together different functional modules working in continuous exercise, obtaining a compact unit of high capacity. The machine and its technology are suitable for different practical uses.

2. Characteristics of technique for cold stretching

- Opening film system with suitable frame put under the welding bar.
- Definite grip of the hood for the insertion in the gathering contrivance for curling and extension.
- Mechanical film curling by gummed wheels.
- Welding made by two bars, covered of Teflon.
- Shape control during capping action.

Strong construction where each element of the machine has been tried and is safe in its running process.

3. Technique of shuttering film

The concept of the machine is based on ten years experience of construct, of lines for packing, with shrinkable film characterised of:

- Motorised control of the film unwinding, that means limited effort on the film grip arms.
- Film arriving on the heading of the machine when is free to permit the substitution of the coil in short time.

- Coherent film material handling - the film is never pushed, but always pulled, special condition for very low film thickness
- Collects of large surface which compensate the dimension tolerance of the film.
- Pneumatic/mechanical opening device of the film from inside.

4. Concept of control systems

Each motorised command is controlled by impulses, instead each pneumatic command is controlled on position that guarantees automatically a maximum reliability.

All necessary data for the handling of the machine (as speed, times...) can be changed from the control board by, authorised stuff.

All manual process are linked together in order to avoid mechanical collisions even when precise knowledge of the machines operations is unknown.

MACHINE TECHNICAL FEATURES

Kind of consumable material:	Stretch hood
Maximum film thickness	180 mycron
Minimum film thickness	30 mycron
Standard voltage	480V 3F without neutre
Auxilisaries voltage	24V
Allowed voltage variation	% +/-10
Net frequency	60 Hz
Protections:	Ground
Motors protections	IP 54 IE3
Insulation class for motors:	F
Laws	CE 2006/42 and following modifications
Compressed air:	6 Bar
Compressed air consumption	200 NL/housse
Environment temperature ranges for equipment running	+5°C - +40°C
Environment moisture ranges for equipment running	Max 80%
Preliminary _Electrical power installed	32,5 kw preliminary

Pos. 1

N 1 Centring device for pallets

Electro-pneumatic pallet centring machine made of bent and slotted sheet metal with a thickness of 50/10 and a length of 3333 mm, useful width 2600 mm, and height from ground of 500 mm which is adjustable of +/- mm 60. Pre-stretched chains for roller connection. The centring movement carries out a double trolley driven by two pneumatic pistons.

Pos. 2a

N 1 Stretch hooder for elastic tubular film STRETCH HOOD mod. FB 2000 MEGA

Central structure having four painted steel tubulars.

1 bracket supporting film's coils

Automatic unit to unroll film by gummed rollers, provided with double motor per each reel, to have reel advancing and unrolling.

4 arms having, steel wheels to curl film.

Horizontal frame supporting a welding bar and a cutting bar, cutting operated by a piston without rod

Trolley's arms opening and closing, operated by motorgear working with inverter.

System for gussets opening working with four fans – vacuum system.

Pallets height automatic reader

Upper platform and steep tread stair to access all parts of the equipment

Manual and automatic operations

Film control during hooding process

Shape control of load during hooding process

Electric control board with PLC with touch panel

Pos. 2b

N 1 Vertical stretch

Pos. 2c

N 1 Central conveyor for FB 2000 MEGA

Pos. 3**N 1 Roller conveyors**

Roller conveyor made up of bent and slotted metal sheets having thickness of 50/10, length of 3333 mm, useful width of 2600 mm, and height from ground of 500 mm, which is adjustable of +/- mm 60. Rollers Ø 89 with through-shaft Ø 20, pitch 111 with double pinion. Pre-stretched chains for roller connection.

Pos. 4**N 1 Vertical strapping machine****FEATURE FOR MOBILE VERTICAL STRAPPING MACHINE MOD.FV****ADVANTAGES:**

- A) Security
- B) Quality
- C) Duration

**FEATURES:**

- Strong supporting frame equipped with a mobile chariot, up/down movement, placed in the upper part of the structure in order to place the head
- Sealing head for strap of 09/12/15 mm polypropylene/polyester in width
- Oscillation system of the head in order to allow the same strap on all the four sides of the box
- Strap guide channel with mobile stainless steel flaps.
- Fixed lance for passage through pallet, with security system in case of obstruction.

- Dispenser and accumulator for strap reels.
- Safety device anti-collision placed under the strapping frame.
- Electrical and electronic equipment programmable with PLC for operation in manual or automatic mode; equipped with one console for control.

Pos. 5

N 1 Roller conveyors

Roller conveyor made up of bent and slotted metal sheets having thickness of 50/10, length of 3333 mm, useful width of 2600 mm, and height from ground of 500 mm, which is adjustable of +/- mm 60. Rollers Ø 89 with through-shaft Ø 20, pitch 111 with double pinion. Pre-stretched chains for roller connection.

Pos. P

Set of security protections CE

N 2 security light barriers T/L shape to install on the line for pallet or people recognition with projector and receiver with control board.

Set of net fence guard to install all around the line for 25 mt.

N 2 access door(s) to the machine with key limit switch.

PRICES

Pos.	Description	N°	Unit Price €	Total €
1	Centring device L.3333 for multizize pallet	1	20.600,00	20.600,00
2a	Stretch hooder mod. FB 2000 C1- XXL 50 p/h including:	1		
	a. Inicial bag opening made by 4 fan systems and mechanical grippers			
	b. 4 teflonized fingers/grippers for film stretching – suitable for thinner plastic and multi banding			
	c. Fan systems (4) movement adjustable from control panel			
	d. Adjustable descent from control panel			
	e. Film control while hooding			
	f. Adjustable sealing bar			
	g. Adjustable cutting tool			
	h. Load Shape control			
	i. Automatic device for winding the film to the upper part of the machine			
2b	j. Manuals available on HMI			
	k. Vertical Stretch			
2	Machine configuration	1	210.000,00	210.000,00
2d	Price adder FB2000 MEGA STRETCH pallet max 3000x2500 mm	1	35.000,00	35.000,00
2c	Central conveyor for FB 2000	1	18.900,00	18.900,00
2d	Installation of 2nd reel in automatic cycle	1	11.000,00	11.000,00
2e	Installation of 3rd reel in automatic cycle	1	12.700,00	12.700,00
2i	Electric sealer pliers for stretch hood film	2	3.650,00	7.300,00
3	Roller conveyor L.3333	1	8.900,00	8.900,00
4	Vertical strapper MOBILE	1	100.500,00	100.500,00
3	Roller conveyor L.4333	1	10.400,00	10.400,00
ET	Ethernet card and teleservice Ewon	1	4.000,00	4.000,00
P	Set of security protections CE	1	14.500,00	14.500,00
SEW	Price adder SEW motors for 480V 60 HZ	1	14.130,00	14.130,00
	TOTAL			467.930,00
	OPTIONS			
2f	Installation of 4th reel in automatic cycle	1	15.600,00	15.600,00
2g	Installation of 5th reel in automatic cycle	1	13.200,00	13.200,00

2h	Installation of 6 th reel in automatic cycle	1	13.200,00	13.200,00
2p	Automatic hoist flag capacity 1000 kg - motorized with radio control 1-2-3 reel	1	20.200,00	20.200,00
2p1	Automatic hoist four columns capacity 1000 kg - motorized with radio control for 4-5-6 reel additional price	1	7.100,00	7.100,00

PRICES

Pos.	Description	N°	Unit Price €	Total €
	SERVICES			
I	Installation days for a BOCEDI technician 15 days 1 technician Start-up days for a BOCEDI technician 6 days 1 technician With help from customer/end user side of 4 operators Our mechanical and electronic engineers will be available at the following rate: 790,00 Euro/day for a maximum of 9 h/day for commissioning and training (travelling days included) accommodation, meals and travelling costs for air tickets and car rental excluded.	1	16.590,00	16.590,00
T	Transport to be quoted	0	0,00	EXCLUDED
PACK	Packing for transport by sea N°2 40 HC N° 2 Crates	1	21.100,00	21.100,00
T	Crane and forklift for installation with drivers EXCLUDED FROM BOCEDI SCOPE OF SUPPLY.	0	0,00	0,00

COMPONENTS

Electrical motors	BONFIGLIOLI MGM SEW
Gears	BONFIGLIOLI MOTOVARIO SEW
Bearings and supports	NTN/LDK
Pneumatics	FESTO SMC CAMOZZI
Air treating unit	FESTO SMC CAMOZZI METALWORKS
Solenoid valves	FESTO SMC CAMOZZI
Pistons without rod	MEDAN/ORIGA/FESTO
Electrical system protections	IP55 (IEC 529)
Photocells	SICK
Limit switches	TELEMECANIQUE
Proximity switches	DIELL
Main switch	SIEMENS
Remote control switch	SIEMENS
Magneto-thermal switches	SIEMENS
PLC	SIEMENS S7 1500 PROFINET
Pushbutton board	TELEMECANIQUE
Safety limit switch	PIZZATO
Normal relays	OMRON
Safety	SIEMENS
Inverter	SIEMENS PROFINET
Terminals	PHOENIX
Operation keyboard – panel view	SIEMENS TP 1200
Safety barriers	REER/PILZ

COLORS

Structure:	RAL 7035
Moving parts:	RAL 3000
Net fencing, stakes, doors:	RAL 9005

CONVEYOR SPEED

Mt/min:	??
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SPECIAL SALES CONDITIONS

DELIVERY	TO BE AGREED STANDARD DELIVERY TIME 47/48 weeks from PO date, down payment and date of layout confirmation with all project data confirmed
TERM OF PAYMENT	Swift payment: 40% at order confirmation 50% at positive FAT test before shipment 10% at positive SAT test at customer, but within 90 days from B/L date
OFFER	This offer by <i>Officina Bocedi Srl</i> to supply quoted system is valid according to the information received from customer. Any information contained in this offer or on the drawings and proposals are approximate values only, unless otherwise stated. This offer and all relevant documents are considered confidential and may not be given to third parties or otherwise disclosed without the express written permission of <i>Officina Bocedi Srl</i> . This offer is conditioned upon <i>Officina Bocedi Srl</i> and customer entering into a subsequent, full, written agreement containing the full rights and obligations of the Parties.
OFFER VALIDITY AND PRICE	The quoted price is valid for a period of 30days from today . The prices listed in this offer are only valid for the complete project. Should any changes occur, a revised quotation will be submitted. If this offer expires a new price may be submitted. The prices indicated in the Seller's price list in force from time to time are net of all taxes, duties, costs for packaging, transport or insurance. The Price list can be varied or modified by the Seller at any time. Instead, the prices established in the sales contract may be changed, with a reasoned notice communicated to the Buyer, in the event of sudden and unexpected increases, exceeding 5% (five percent) of the cost of labor, raw materials, components, semi-finished products or energy.
TRANSPORT	FCA OFFICINA BOCEDI SRL PRATISSOLO DI SCANDIANO (RE) ITALY

PACKAGING	See above prices
INSTALLATION AND START-UP AT OUR FACTORY	Samples of plastic reels and pallets with the product must be provided by the customer.
INSTALLATION AND START-UP AT YOUR FACTORY	If any further days for installation are required, our mechanical and electronic engineers will be available at the following rate: 790,00 Euro/day for a maximum of 9 h/day for commissioning and training (travelling days included) accommodation, meals and travelling costs for air tickets and car rental excluded. Customer will provide tools, cranes, forklifts (incl. drivers) at no charge to <i>Officina Bocedi Srl</i> to unload and to install the complete equipment during the full installation and test period.
MATERIALS AND SERVICES NOT INCLUDED IN THIS OFFER, UNLESS EXPRESSLY LISTED	• Building works, anchoring or foundations. • Removing of pre-existing materials or machines. • Necessary works to arrange the machine installation area. • Auxiliary systems and connections such as supplying voltage, compressed air. • Channels, trench ducts, pipes or pathways for laying the electrical wires supplying the control panel. • Products and consumption materials for the machine testing. • Including other additional parts which are not expressly listed in this offer. • Hours and days for the intervention of Bocedi's technician with labelling machine, shuttle and supervisors
PROTECTIONS CE	As mentioned above in our price list, CE marking. In accordance with the international CE directives, the above-mentioned machines are automatic devices that have to be inserted in conveyance lines; they require protection barriers with access door, safety limit switch and safety photo-electric barriers. In case, you do not select the set of protections, BOCEDI stays available to quote these elements to you in a second time. In this case, only BII certificate would be supplied with this

	equipment. In case you wish to install your own safety devices, these must be controlled by a different control board than the one of BOCEDI.
SAFETY RULES	The customer should always inform <i>Officina Bocedi Srl</i> in case of any possible dangerous situation during the phases of installation, commissioning and possible future technical interventions at customer's premises regarding the equipment supplied by <i>Officina Bocedi Srl</i>. In case we would not receive any particular communication in this regard within one month after the order confirmation for the supply, <i>Officina Bocedi Srl</i> will consider the related customer area as a totally safe site for its technical personnel.
GUARANTEE	All the supplied and installed equipment with the approval of our personnel are guaranteed against hidden or apparent material defects for a period of 12 months; excluding parts subject to wear. The warranty period will start from the commissioning, carried out at customer's plant but not later than 14 months from the delivery. The expenses of labour, travel, accommodation and meals of our engineers are not included. Delivery of parts under warranty is considered on ex-works basis. For minor replacement of defective parts (sensors, cables, small components), <i>Officina Bocedi Srl</i> will provide replacement parts and installation instructions only (Customer will be responsible for installation of said parts). Warranty shall only apply if the Customer maintains the equipment in accordance with any and all recommended preventative maintenance schedules and operating instructions provided by <i>Officina Bocedi Srl</i>. <i>Officina Bocedi Srl</i> will not be responsible for damage caused by incorrect troubleshooting procedures and operation outside of normal recommended procedures.
DOCUMENTS	User manual, wiring diagram, assembly drawings, spare parts list. 1 copy on data support in English/Italian. PLC – HMI – ELECTRICAL SCHEMES
COPYRIGHT	<i>Officina Bocedi Srl</i> will remain owner of all quotations, drawings, technical information and engineering data furnished with this proposal and contained within the scope of this agreement. Title to the equipment shall pass to the customer only when the full payment has been received by <i>Officina Bocedi Srl</i> in full.

CONFIDENTIALITY	Each party shall appropriately maintain any and all confidential or proprietary information it receives from the other Party, and not disclose such information to any third party without the express written permission of the disclosing Party, to the fullest extent allowable under law. Each party agrees that it will not use, reproduce, distribute, disclose or otherwise disseminate any confidential information except as necessary to perform its obligations hereunder.
FORCE MAJEURE	Neither party shall be liable for unforeseeable and uncontrollable delays or defaults due to acts of God, governmental authority, or the public enemy, or fires, floods, epidemics, strikes, labour troubles, freight embargoes, or causes or contingencies reasonably beyond its control.
GOVERNING LAW, ARBITRATION AND VENUE	Each Equipment sales contract is subject exclusively to Italian law and to the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG). All disputes, even of a non-contractual nature, deriving from or connected to these General Conditions of Sale and to the sales contracts to which they apply, will be resolved by arbitration pursuant to the Rules of the Arbitration Chamber of Milan (the Rules), by three arbitrators appointed pursuant to the Rules, which are understood to be incorporated by reference into this clause. The applicable law will be that of the Italian Republic, the seat of the arbitration will be Milan (Italy) and the language of the arbitration will be English. For all non-arbitrable disputes and thus for the recovery of the Seller's pecuniary credits deriving from the sale contracts of the Equipment, the Court of Reggio Emilia shall have exclusive jurisdiction, with the Seller faculty to also start legal proceedings before the Court of the place where the Buyer has its own headquarters.
GCS General Conditions of Sale of OFFICINA BOCEDI SRL	For any issue not covered by the abovementioned special sales conditions, the General Conditions of Sale of Officina Bocedi s.r.l., shown on the document attached to this offer, shall apply. In case of discrepancy between the special sales conditions and the General Conditions of Sale, the first shall prevail.

GENERAL CONDITIONS OF SALE OF OFFICINA BOCEDI S.R.L.

1. SUBJECT

1.1 The sale of the equipment, of its components or spare parts, (hereinafter, collectively, the "**Equipment**") of Officina Bocedi s.r.l., based in Pratissolo di Scandiano (Reggio Emilia, Italy), Via

del Bosco no. 31/B (hereinafter the "**Seller**"), is governed exclusively by these conditions (hereinafter "**General Conditions of Sale**") and by the special conditions from time to time indicated in the offers or in the order confirmations of the Seller which, in case of conflict, will prevail over the former.

1.2 The acceptance by the Buyer of the Seller's offer or order confirmation, implies the full and unconditional acceptance of all these General Conditions of Sale.

1.3 These General Conditions of Sale, are always understood to be known and accepted by the Buyer with the transmission in any form to the Seller of the request for quotation or the purchase order of the Equipment.

1.4 Unless otherwise agreed in written, the applicability of the Buyer's general conditions of purchase is excluded.

2. ORDERS AND FINALIZATION OF SALES

2.1 Each order for Equipment by the Buyer must be irrevocable for 10 (ten) working days, drawn up in writing, with personal details, stamp and signature, and transmitted (i) to the Seller's agent / reseller or (ii) directly to the Seller.

2.2 Each order must indicate exactly the type, model, quantity, technical characteristics and any customizations of the Equipment, as well as any other data required by the order proposal forms prepared by the Seller or by its agents / resellers, in particular the intended use of the Equipment and the existence of particular technical or safety requirements in force in the Buyer's country.

2.3 Upon receipt of the order or a request for quotation, the Seller reserves the right to send the Buyer the order confirmation or offer that will be governed by these General Conditions of Sale.

2.4 The Equipment sales contract is concluded with the acceptance of the offer by the Buyer and/or with the sending of the final order confirmation by the Seller.

2.5 Once the sale is concluded, the Buyer will not be able to modify the object or withdraw from the contract.

3. DELIVERY

3.1 Unless otherwise agreed in writing between the parties, all sales of the Seller's Equipment are made FCA Pratissolo di Scandiano, Reggio Emilia, Italy (Incoterms® 2020, ICC, Paris), regardless of the choice of carrier made by the Buyer. Transport and insurance costs are always borne by the Buyer, even if the Equipment travels on Seller's vehicles or entrusted to carriers or shippers. The Equipment always travels at the Buyer's risk and peril.

3.2 The delivery terms are always indicative and not essential for the Seller. Deliveries will be made compatibly with the Seller's manufacturing and shipping needs. The Seller reserves the right to divide the Equipment of a single contract into multiple deliveries, or to combine the Equipment indicated in different contracts with the same Buyer in a single delivery.

3.3 The order is understood to be fully processed by the Seller at the time of sending the goods ready notice to the Buyer. From that moment the Seller will not be liable in any way for damage, loss, destruction or deterioration of the Equipment, although still in its material availability.

3.4 The Seller is not responsible for the failure or delay in delivery of the Equipment due to Force Majeure, as defined by the International Chamber of Commerce whose standard clause, long form, 2020 edition, is understood to be fully referred hereto, fortuitous event, justified objective or subjective reasons

or other impeding or hindering events outside the will and reasonable control of the Seller, such as, for example, national strikes, riots, popular uprisings, acts of war or military aggression, epidemics or pandemics, unrest at work, lack of raw materials, lack of electricity, fires, earthquakes, natural disasters in general, sanctions, embargoes and any limitations to international trade.

3.5 The Seller reserves the right to suspend the delivery of the Equipment sold in the event of non-payment by the Buyer of the price due for previous supplies or those in progress.

3.6 The Equipment are packaged with standard packaging suitable for loading onto ordinary means of transport and unloading on the ground with suitable and approved forks and lifting devices. The Seller declines any responsibility for any damage caused to the Equipment during their unloading phase as a result of incorrect maneuvers. The Buyer must advance to the Seller the cost of any special packaging required in the order and reported in the order confirmation.

3.7 The Buyer's delay in taking delivery of the Equipment, exceeding 15 (fifteen) working days from the Seller's goods ready notice, will automatically result in the Buyer being charged the storage costs in the amount of 0,1 (zero.one percent) of the price of the Equipment for each day of delay. From the day of goods ready notice, the risk for the perishing or destruction of the Equipment passes to the Buyer.

4. ASSEMBLY, INSTALLATION, TEST, START-UP AND COMMISSIONING

4.1 Unless otherwise agreed in writing, the assembly, installation, start-up and commissioning of the Equipment is always the responsibility of the Buyer, unless expressly requested by this latter to the Seller at the latest within 30 (thirty) working days from the expected delivery. The assembly, installation, start-up and commissioning of the Equipment by the Seller will always be the subject of a quotation; so to say for the execution of tests on the Equipment at the Seller's premises (Factory Acceptance Test - FAT).

4.2 When ordering, the Buyer must also specify the technical requirements for the required FAT and any information relating to the installation, the climatic conditions of the premises where the Equipment will be installed and particular technical or safety regulations in force in the Buyer's territory which the Equipment must comply with, in order to allow the Seller to (i) assess the feasibility of the required FAT and even before the supply of the Equipment (ii) adopt any suitable measure for the FAT of the Equipment (iii) process the additional costs. Once the test has been completed, the Seller will communicate the results to the Buyer. The results will be considered positive, and no claim can be made by the Buyer, if the FAT results meet the technical data and requirements indicated by the Buyer.

4.3 Following the positive outcome of the FAT, the delivery of the Equipment will take place according to the terms indicated in the offer or in the order confirmation, unless extended due to the FAT.

4.4 If the Buyer also requests any final test to be performed during or after installation of the Equipment, the Buyer will have to reimburse the Seller for the travel, board and lodging expenses of the technicians sent by the latter for said final testing, as well as the consideration for said supplementary activities of the Seller.

4.5 Where contractually provided for upon the Seller, the final commissioning of the Equipment must imperatively take place

no later than 60 (sixty) working days from delivery pursuant to the previous art. 3. The useless expiration of this deadline entails the automatic full and release acceptance of the Equipment object of the sale by the Buyer.

4.6 With the positive outcome of the required tests or commissioning, the Buyer must sign the positive report, with full and release acceptance of the Equipment sold.

5. PRICES

5.1 The prices indicated in the Seller's price list in force from time to time are net of all taxes, duties, costs for packaging, transport or insurance. The Price list can be varied or modified by the Seller at any time. Instead, the prices established in the sales contract may be changed, with a reasoned notice communicated to the Buyer, in the event of sudden and unexpected increases, exceeding 5% (five percent) of the cost of labor, raw materials, components, semi-finished products or energy.

6. PAYMENTS

6.1 The price of the Equipment sold will be invoiced upon each partial payment provided for in the sales contract. Invoices not contested in writing within 5 (five) working days of their receipt are deemed to have been accepted by the Buyer in their entirety.

6.2 Failure or incomplete punctual payment within the agreed terms, for an amount exceeding 15% (fifteen percent) of the sale price, will constitute a serious breach by the Buyer and will determine the right for the Seller to terminate the contract by means of a written communication to be sent to the Buyer, without the need for formal prior notice.

6.3 Where the payment of the price of the Equipment is made by bank checks, bills of exchange and/or other credit instruments, these will always be considered accepted subject to collection and with the exclusion of any novation of the original obligation.

6.4 In case of installment sale, the Equipment sold remain the property of the Seller until their full payment by the Buyer. Failure to pay even a single installment that exceeds the eighth part of the price, or the non-consecutive payment of two or more installments, will entitle the Seller, at its sole discretion, (i) to consider the Buyer immediately forfeited from the benefit of payment on installment basis and to demand immediate payment of the residual price, or (ii) to immediately terminate the sales contract by retaining the installments already paid by the Buyer by way of compensation, without prejudice to compensation for greater damages.

6.5 Interest will be charged on late payments to the extent established by the applicable law for commercial transactions and in any case not less than 8 (eight) points more than the Euribor one week in force from time to time.

6.6 In the event of an authorized transfer of the sales contract, the Buyer remains jointly and severally liable with the transferee for the payment of the price of the Equipment.

7. TECHNICAL AND CONSTRUCTION MODIFICATIONS

7.1 Without prejudice to the fact that the Seller is not obliged to make the technical modifications requested by the Buyer to the Equipment to be manufactured after the conclusion of the relevant sales contract, such modifications may be carried out, at the Seller's discretion and provided that they do not affect

the structure and safety of the Equipment, subject to agreement on any additional costs.

7.2 The Seller may use, even after the conclusion of the contract, construction solutions, materials and components capable of compensating for the increase in costs or for adapting to new laws or technical rules, without prejudice to the safeguarding of the essential characteristics of the Equipment and its proper operation.

8. WARRANTY

8.1 The Seller grants to the Buyer a guarantee on the mechanical and electronic parts of the Equipment for a duration of 12 (twelve) months from the date of commissioning of the Equipment and in any case for no more than 14 (fourteen) months from the delivery of the same Equipment as identified pursuant to the previous art. 3, whichever occurs first. The Seller guarantees that during this period the Equipment will be free from defects in materials and construction, provided however that the same Equipment are in normal conditions of use and maintenance.

8.2 The warranty, which does not cover parts subject to normal wear and tear or damage caused by transport, constitutes the only warranty provided by the Seller on the Equipment and consists, at choice of the Seller, in the supply of the Equipment or their parts that are defective. The guarantee is subject, under penalty of forfeiture, to the timely reporting of defects to the Seller within 8 (eight) working days of delivery for immediately detectable defects and within 8 (eight) working days of discovery for hidden defects. To be valid, the complaint must be sent exclusively to the Seller's office by fax, registered letter with return receipt or certified e-mail where feasible. Failure to comply with these terms and methods of reporting will result in the automatic forfeiture of the guarantee.

8.3 The remote support under warranty will not be carried out if the Buyer is late or insolvent in payments.

8.4 The delivery of the parts under warranty is carried out FCA Pratissolo di Scandiano, Reggio Emilia, Italy, as per Incoterms 2020. For small replacements of defective parts (e.g. sensors, cables, small components, etc.) the Seller will provide the Buyer, and this latter will take care of, the spare parts and the instructions for their installation.

8.5 The guarantee also automatically lapses in the case of:

- (i) technical interventions, disassembly or repairs carried out on the Equipment by persons not authorized by the Seller;
- (ii) malfunction of the Equipment due to incorrect installation when carried out by the Buyer and / or electrical connection, tampering, improper use not in accordance with the instructions or beyond the limit of use indicated in the user manual;
- (iii) insufficient electrical protection;
- (iv) use of the Equipment under voltage, higher or lower than normal;
- (v) overload of the Equipment beyond the indicated limit;
- (vi) omitted or insufficient maintenance;
- (vii) activation of safety devices or measures that have blocked the operation of the Equipment.

(xiii) non authorized software modifications

(ix) non authorized mechanical, structural and/or electrical modifications

Are expressly excluded by the warranty:

- (a) consumable parts;
- (b) breakages or failures caused by power failure and / or interruption;

(c) damage caused to the Equipment by accidents, vehicle collisions, vandalism, fire, flooding, Force Majeure events or any other phenomenon not attributable to the Seller;

(d) damage caused after repeated operation of devices or safety measures.

8.6 Except in cases of willful misconduct or gross negligence, the Seller will not be liable for damage caused by defects in the Equipment or delayed interventions under warranty.

9. DOCUMENTATION

9.1 The Equipment will be delivered with illustrative or descriptive documentation, its use and safety manual, capacity and size specifications.

10. RETURNS

10.1 Any return of the Equipment or parts thereof must be authorized in advance by the Seller, who will assign a return authorization number to which the Buyer will refer in the related documents.

10.2 The Seller will not accept returns of components or accessories not manufactured or marketed by the Seller or without the authorization number.

10.3 The Seller will not accept returns of goods which, due to lack of adequate protective packaging or for other reasons, are found to be incomplete in some of their parts.

11. GOVERNING LAW, ARBITRATION AND VENUE

11.1 Each Equipment sales contract is subject exclusively to Italian law and to the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG).

11.2 All disputes, even of a non-contractual nature, deriving from or connected to these General Conditions of Sale and to the sales contracts to which they apply, will be resolved by arbitration pursuant to the Rules of the Arbitration Chamber of Milan (the Rules), by three arbitrators appointed pursuant to the Rules, which are understood to be incorporated by reference into this clause. The applicable law will be that of the Italian Republic, the seat of the arbitration will be Milan (Italy) and the language of the arbitration will be English.

11.3 For all non-arbitrable disputes and thus for the recovery of the Seller's pecuniary credits deriving from the sale contracts of the Equipment, the Court of Reggio Emilia shall have exclusive jurisdiction, with the Seller faculty to also start legal proceedings before the Court of the place where the Buyer has its own headquarters.

The Buyer

Thank you for your interest in our packaging line. We remain at your disposal for any further information.

Best regards,
OFFICINA BOCEDI S.r.l.

For acceptance:

Name of person with power for signature

Date (day/month/year)

Signature for acceptance