

Pogliano M.se ,

## GENERAL CONDITIONS OF SUPPLY

The "General Conditions of Supply" set out below are, for all purposes, an integral and substantial part of the order.

### ART. 1 – Supply order and method of acceptance

- 1.1 The Supplier, within 7 working days from the date of receipt of the order, shall return to Scotsman Ice S.r.l. the order confirmation form attached to the same order, duly stamped and signed for acceptance by a person with the necessary powers, anticipating it via e-mail or fax, to the e-mail address or fax number indicated in the order. Different forms of order confirmation will not be accepted.
- 1.2 These general conditions, the purchase order and its attachments, the order confirmation, constitute the entire agreement between the parties in relation to the supply subject of the order, and cancel and replace any previous relevant agreement. Particular conditions contained in the order, derogative of these general conditions, shall prevail.

### Art. 2 – Execution of the supply

- 2.1 The supply shall be made according to the terms and conditions set out in the order, its attachments including drawings, technical specifications and any other documentation therein recalled. Any amendment to the provisions shall only be valid if agreed in writing by persons with the necessary powers to represent the parties.
- 2.2 The drawings, the technical specifications, as well as any other documentation transmitted by Scotsman Ice S.r.l. to the Supplier for the purpose of executing the supply is and remains the property of Scotsman Ice S.r.l.. Likewise any moulds or whatever else was delivered by
- 2.3 Scotsman Ice S.r.l. to the Supplier for the purpose of executing the supply is and remains the property of Scotsman Ice S.r.l.. Therefore, the aforementioned drawings, specifications, documents, moulds or other, may not be copied, reproduced, transmitted to third parties for any reason whatsoever, nor used by the Supplier for purposes other than the supply and must be immediately returned to Scotsman Ice S.r.l. upon its simple request, once the supply is executed and, however, in any case of termination of the relationship.
- 2.4 The Supplier, therefore, undertakes to destroy any details executed on the basis of the drawings, the technical specifications, the documentation transmitted by Scotsman Ice S.r.l. or using moulds or whatever else was delivered by the same, which may result in waste upon Scotsman Ice S.r.l. quality control.
- 2.5 Scotsman Ice S.r.l. reserves the right to conduct inspections at the Supplier premises during the execution process of the supply and up until shipment, without Scotsman Ice S.r.l. having to access the goods or exempt the Supplier from any liability.

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Cod. Fiscale e Part. IVA 06586370964  
Registro Imprese Milano MI 06586370964  
Cap. Soc. € 14.200.560 i.v.  
Società a Socio Unico soggetta a  
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## **Art. 3 – Packaging**

- 3.1 The Supplier shall, before shipment, adequately pack the goods and in accordance with the applicable regulation, in cardboard boxes, cages, wooden crates or other, in order to prevent damage caused by transportation, and in such a way that allows any checks or inspections.
- 3.2 If, due to size and weight, the goods cannot be packaged, the same shall be arranged on the platforms of the transport means in suitable containers or pallets, or, however, on crosspieces with a thickness such to allow their lifting and unloading in safe conditions. Scotsman Ice S.r.l. shall not accept transport means that are difficult to unload.

## **Art. 4 – Shipment**

- 4.1 The goods shall be shipped according to the methods agreed previously in writing between the Supplier and Scotsman Ice S.r.l. The shipping costs shall be charged separately, as long as duly documented.  
Any expenses that are not documented or costs not previously agreed upon in writing, shall be borne by the Supplier.

## **Art. 5 – Technical documentation**

- 5.1 The goods must be delivered with all certificates required by law and with those required by Scotsman Ice S.r.l., as well as with any technical documentation for use and maintenance.

## **Art. 6 – Terms of delivery**

- 6.1 The terms of delivery indicated in the order are binding. No extension of the same will be permitted without the prior written authorisation by the purchase manager of Scotsman Ice S.r.l..
- 6.2 Unless otherwise agreed upon in writing between the parties, delivery shall be made "free at destination". From that moment, the risks of loss and damage to the goods shall be the responsibility of Scotsman S.r.l.. The acceptance of the goods is considered performed subject to inspection, also as regards the quantity and weight. The inspection shall be carried out in accordance with art. 7.1

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## **Art. 7 – Inspection of goods**

- 7.1 The conditions, the quality, the quantity and the weight of the goods are those obtained by Scotsman Ice S.r.l. (or by Bodies expressly delegated by the same) at the time of inspection that must be carried out no later than 30 days from delivery. Within the same deadline, Scotsman Ice S.r.l. must report in writing to the Supplier any apparent defects or vices; any hidden defects or vices must be reported in writing to the Supplier within 30 days from the findings.
- 7.2 The complaints of vices or defects will be considered accepted by the Supplier without reservation if not disputed in writing by the same within eight days from receipt of the written complaint by Scotsman Ice S.r.l.
- 7.3 In case of rejection of the goods by Scotsman Ice S.r.l. for vices or defects of conformity, quality, quantity or weight, all packaging, loading and shipping expenses shall be borne by the Supplier, who shall indicate the address and methods for returning. If the goods are not accepted by Scotsman Ice S.r.l. it must be, depending on what Scotsman Ice S.r.l. may request, replaced or re-performed at the Supplier expense, without prejudice to the right of Scotsman Ice S.r.l. to cancel the order, except in any case the right of Scotsman Ice S.r.l. to damage compensation.

## **Art. 8 –Warranty**

- 8.1. The Supplier warrants that the goods conform to the features, specifications, other requirements and descriptions established by Scotsman Ice S.r.l., are legally manufactured and executed, according to the contractual requirements and state-of-the-art, and are free from vices and defects.
- 8.2 The Supplier undertakes to replace at its expense the parts that do not comply with the requirements, even if supplied by Scotsman Ice S.r.l.  
Unless otherwise agreed in writing between the supplier and Scotsman Ice S.r.l, the warranty period is of 24 months from the date of delivery or quality control, as appropriate.

## **Art. 9 – Marking**

- 9.1 Each parcel must be clearly marked or labelled as follows:
- Destination
  - Purchase order No.....
  - Scotsman Ice S.r.l. Product identification code
  - Quantity (in Kg or no. of pieces)
  - Production/shipment date

## **Art. 10 – Changes**

- 10.1 Any changes to these general conditions, to the order and its attachments, are only validly made if agreed upon in writing by the persons having the necessary powers to represent the parties.

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## **Art. 11 – Invoicing**

- 11.1 The invoices must be addressed and sent to Scotsman Ice S.r.l in original and two copies for administrative purposes.  
Each invoice must contain:
- Scotsman Ice S.r.l. order number
  - Scotsman Ice S.r.l. product identification code
  - Supplier code;
  - indication of the goods recipient (if different from Scotsman Ice S.r.l.);
  - reference to delivery documents,
  - in case of partial deliveries, indication if delivery is on account or settlement.
- 11.2 The transport document must indicate the Scotsman Ice S.r.l. order number, the number of its position, the description of the material fully stating that used in the order itself, the Scotsman Ice S.r.l. product identification code.
- 11.3 In case of goods addressed to third parties, a copy of the transport document, signed by the carrier, must be sent together with the invoice. For "free at destination" rendering, said copy must be the one of the sample signed by the "third party" recipient.

## **Art. 12 – Changes in the circumstances**

- 12.1 In the event of circumstances such to determine a significant change to the conditions that led to placing the order, Scotsman Ice S.r.l. may, at any time, suspend or cancel the order, in whole or in part, by written notice to the Supplier, containing the reasons for the suspension or cancellation.

## **Art. 13 – Transfer of receivables**

- 13.1 No transfer of receivables, delegations to collection or payment are allowed, without the prior written authorisation of Scotsman Ice S.r.l.

## **Art. 14 – Violation of third party rights**

- 14.1 The Supplier warrants that the made supply does not in any way violate third party intellectual or industrial property rights and undertakes to keep Scotsman Ice S.r.l. relieved and indemnified from any third party claims.

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**Art. 15 – Prohibition to sub-contract**

- 15.1 The Supplier is not authorised, without the prior written authorisation of Scotsman Ice S.r.l., to entrust third parties with all or part of the execution of the supply in the order.
- 15.2 In case Scotsman Ice S.r.l. has authorised the Supplier to outsource all or part of the execution of the supply to third parties, the Supplier shall remain liable to Frimont S.p.A., for the exact and timely execution of the order.

**Art. 16 – Confidentiality**

- 16.1 The Supplier undertakes to maintain all information received from Scotsman Ice S.r.l. in relation to the supply or of which it has become aware of during its execution strictly secret and confidential, and not disclose the existence of the order to third parties

**Art. 17 – Code of ethics**

- 17.1 Throughout the relationship with Scotsman Ice S.r.l., the Supplier undertakes to comply with the rules contained in the Scotsman Ice S.r.l. Code of Ethics that, signed and attached hereto, constitute an integral and substantial part thereof, undertaking to also sign and observe their amendments and integrations. Violation of the Code of Ethics provisions by the Supplier is cause of automatic termination of the contract, subject to the right of Scotsman Ice S.r.l. for compensation for all damages, including those deriving from the application of sanctions as provided for by Legislative Decree 231/2001

**Art. 18 – Disputes**

- 18.1 The supply contract, including these general conditions, is regulated by Italian law.
- 18.2 Any eventual dispute arising under or in connection with the purchasing agreement shall be subject to the exclusive jurisdiction of the Court of Milan.

Place and date

The Supplier

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For specific approval, pursuant to art. 1341 of the Italian Civil Code, of the clauses under the numbers:

- 7.1 inspection of goods and termination for complaint of vices or defects
- 7.2 acceptance of complaints for vices or defects by the Supplier
- 7.3 rejection of the goods and cancellation of the order
- 8.2 duration of the warranty
- 12.1 suspension or cancellation of the order
- 13.1 prohibition for Supplier to transfer receivables
- 15.1 prohibition to sub-contract
- 15.2 Supplier liability in case of sub-contract
- 18.1 applicable law
- 18.2 arbitration clause

Place and date

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ISO 9001  
Cert. n° 0080

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