

## MCE General Sales Conditions

This document reports the general sales terms and conditions that shall apply to all Products or Software Services provided by MCE S.r.l. to its customers, both national and international. The conditions reported in this document do NOT apply to the companies of the MCM Manufacturing Technologies group, for which the "Intragroup General Conditions of Sale" apply.

These conditions are made available to customers via publication on the MCE S.r.l. website (<https://www.mce-solutions.it/>).

### 1. Definitions

|             |                                                                       |
|-------------|-----------------------------------------------------------------------|
| ‘Buyer’:    | The company that purchases the MCE Software Products or Services      |
| ‘Group’:    | Group of companies belonging to MCM Manufacturing Technologies S.r.l. |
| ‘Producer’: | The MCE S.r.l. company                                                |
| ‘User’:     | The ultimate recipient of the MCE Software Products or Services       |

### 2. General Provisions

The Software Products or Services provided by MCE apply to machines or systems produced or managed by Group companies or to machines, units or production equipment supplied by third parties.

### 3. Offers

Supply proposals are submitted via a technical-commercial offer document, featuring a protocol number, revision index, and date, issued by the Producer to the potential Buyer.

Unless otherwise specified, offers are valid for 60 days from the date of issue.

Each technical description reported in the offer is subject to copyright. Both the technical and economic parts of the offer cannot be duplicated or disseminated without the consent of MCE.

### 4. Purchase orders

Orders must be sent formally by the Buyer and are subject to verification by MCE, which if cleared, tacitly confirms the supply. However, should the Buyer deem it necessary, they may request MCE to send a formal order confirmation.

The amounts and conditions reported in the order must be consistent with the latest revision of the reference offer, which must be cited in the order itself.

To formalize the order, its replacement with a copy of the reference offer is permitted, bearing the date, signature and stamp of the Buyer as confirmation of purchase.

In the event of an order containing conditions that are inconsistent or conflicting with what is established in the offer, MCE reserves the right not to accept the order or to request modification of the same by communicating via email to the Buyer.

## **5. Delivery and Acceptance**

Upon completion of the activities, in cases where there is no documentation confirming delivery (such as a delivery note for materials or a final service report signed at the customer's site), an Acceptance document is sent to the Buyer outlining the terms of the supply and the status of the work performed or completed. The Buyer must return the signed Acceptance document to enable invoicing to proceed in accordance with the established terms.

Delivery and related Acceptance may be partial compared to the overall supply. In this case the Acceptance document shows the amount to be considered completed and any other information essential for the purpose of invoicing (see point 7 below).

## **6. Complaints**

As reported in its Quality Policy, MCE has always pursued customer satisfaction even beyond expectations, and therefore each complaint is carefully analysed, evaluated and taken into account as appropriate.

However, any complaints regarding supplies already delivered and formally accepted may not give rise to additional actions by MCE if no failures to comply with the agreed requirements are found.

## **7. Invoicing and Payment**

Unless expressly specified in the relevant offer, invoicing will be issued as a single invoice on the date immediately following the formal acceptance of the supply.

In the event that the payment conditions are not explicitly specified in the offer, they are understood to be paid by bank transfer at 30 days EOM.

## **8. Warranty**

Unless otherwise specified, the Warranty is deemed to last one (1) Year from the date of formal acceptance by the Buyer.