



General terms and conditions of sale

1. General Provisions

The following General Terms and Conditions of Sale (hereinafter also referred to as “**T&C**”), except where expressly superseded by special terms and conditions accepted in writing by **Marrone S.r.l.**, with registered office in Via Rui No. 5 - Località Prà dei Risi, 33080 - Zoppola (PN), Italy, registered in the Pordenone-Udine Companies Register under R.E.A. No. PN-52614, Tax ID and VAT No. 01249080936 (hereinafter also referred to as “**Marrone**” or the “**Manufacturer**”), govern the sale of any Marrone product or part of it (hereinafter collectively referred to as “**Products**”) to its customers (hereinafter referred to as “**Customer**” or “**Client**”). Therefore, these General Terms and Conditions of Sale shall be considered an integral and essential part of all Marrone contracts, orders, and order confirmations, even when such agreements are made by telephone, verbally, by fax, email, or in any other form, and shall prevail over any other general or specific terms and conditions of sale and/or purchase prepared by the Customer. Any special terms and conditions expressly accepted in writing by Marrone in derogation from these General Terms and Conditions of Sale shall be valid only for the specific supply to which they refer.

2. Scope of supply

The supply includes only the Products, materials, and quantities specified in Marrone’s order confirmation or in other written communications sent by Marrone following the order. The Customer is responsible for the choice of the Products ordered and for their use for the Customer’s own needs and applications.

3. Quotes, projects and orders

3.1 Marrone manufactures and sells fully custom-made professional cooking and refrigeration equipment, designed and built entirely according to the Customer’s needs.

The conclusion of the contract, therefore, involves the Manufacturer sending a preliminary quote to the Customer, followed, if accepted by the Customer, by the creation of an executive drawing (also known as “shop drawing” or “as-built”) by Marrone. Only once the shop drawing has been created, defined, verified and approved by the Customer, may the Customer proceed to send the order to Marrone, which will verify the order’s compliance with the preliminary offer and the as-built drawing and will, at its discretion, confirm the order to the Customer, propose modifications to it in accordance with the terms set forth in Article 3.3 below, or reject it.

3.2 Schemes, drawings, illustrations, dimensions, weights, and descriptions of the Products, as well as the technical data indicated in the preliminary offers or in the shop drawings, are provisional. Therefore, none of the aforementioned data is binding on Marrone without its express written confirmation. Only Marrone’s order confirmation is binding.



3.3 Orders must be submitted to Marrone in writing (by fax or email), signed by the Customer, and shall be considered fixed until confirmation. Only orders expressly accepted in writing by Marrone shall be deemed confirmed. If Marrone confirms the order with modifications, even if only to the shop drawing, the modifications shall be deemed tacitly accepted 8 (eight) days after receipt of the confirmation, unless the Customer has expressed its objection in writing. Any modifications or additions to the order shall be binding only if included by Marrone in the order confirmation.

3.4 In any case, Marrone reserves the right to unilaterally modify at any time the technical specifications and/or to modify the Products listed in the shop drawings, in the orders, and/or in the order confirmations whenever the changes made are equivalent, represent improvements, or are required by law, as well as when they are intended to optimize the Products.

3.5 It is the Customer's responsibility to notify Marrone in writing, prior to placing any order, of any applicable laws, regulations, or technical requirements pertaining to the Products in force at the place where they will be installed; in such cases, Marrone will make every reasonable effort to comply with said laws, regulations, or technical requirements.

3.6 The Customer acknowledges and accepts that the planning, selection and correct installation of the water, electrical and ventilation systems present at the site where the Products are to be installed, in accordance with the orders and/or shop drawings, as well as in accordance with the Customer's own requirements, are the Customer's sole responsibility and that, therefore, any claim and/or right on the part of the Customer against Marrone regarding any compensation and/or indemnity connected with or arising from any non-conformity of said systems with the orders and/or shop drawings and/or the Customer's requirements is hereby expressly excluded.

4. Prices

The prices shall be those stated in Marrone's order confirmation, provided they are in line with those indicated in the order or if they are not disputed in writing within 8 (eight) days of receipt of the order confirmation.

5. Payments and Termination of the Contract

5.1 Unless otherwise agreed in writing, the payment terms shall be as follows: 50% upon receipt of the order confirmation from Marrone and 50% on the date the ready-for-shipment notice is received.

In the case of orders or order confirmations involving partial deliveries, the payment terms indicated in the relevant order or order confirmation shall apply to each partial delivery. Any delay in payment, whether total or partial, by the Customer exceeding 90 (ninety) days shall entitle Marrone to terminate the contract with immediate effect by simple written notice; in such a case, Marrone, given that the Products are custom-made, shall still be entitled to receive payment of the full contract price and to retain definitive ownership of the Products, without the Customer being entitled to claim or raise any objection regarding damages, indemnification, reimbursement, compensation and/or any other claim; this is without prejudice to Marrone's right to receive interest in the amount provided for by Italian Legislative Decree 231/2002, as amended and supplemented.



5.2 In the event of total or partial late payment by the Customer, Marrone shall be entitled to suspend orders and/or partial deliveries in progress, even if they relate to different supplies and also by way of derogation from the provisions of Article 1460 of the Italian Civil Code, the Customer expressly waiving any claim for compensation for any consequential damages, except in cases of wilful misconduct or gross negligence on the part of Marrone. Under no circumstances shall the Customer be allowed to suspend or delay payments, even in the event of a dispute, complaint, or controversy.

6. Delivery Terms

6.1 The delivery terms stated in Marrone's order confirmation are merely indicative and non-binding.

6.2 While Marrone will do everything in its power to deliver the Products within the terms indicated in the order confirmation, under no circumstances shall Marrone be liable for damages directly or indirectly arising to the Customer from delays in the delivery of the Products that fall within 180 (one hundred and eighty) days from the delivery date indicated in the relevant order confirmation, except in cases of wilful misconduct or gross negligence.

6.3 Should the Customer request changes to the Products after the order confirmation, Marrone shall at its sole discretion decide whether or not to accept the request for modification; in the event of acceptance by Marrone, the originally indicated delivery terms, however not binding, will be automatically extended for the period of time indicated by Marrone upon acceptance of the modification request or, otherwise, for the period of time normally required by the Manufacturer to carry out the requested modifications.

7. Delivery and transfer of risks

7.1 Unless otherwise agreed in writing between the parties, and regardless of any agreements regarding transportation costs and/or payment terms and/or delivery methods, the delivery of the Products and the simultaneous transfer of risks shall be deemed to have taken place ex works (EXW - INCOTERMS 2020), at the Marrone factory in Zoppola (PN), upon loading the Products onto the means of transport headed for the Customer. Therefore, in the event of delivery delays, damages or loss of the goods during transportation, the Customer must address any related claims directly to the carrier/freight forwarder, even if the latter was appointed by Marrone. In any case, even if the Manufacturer and the Customer agree, by way of derogation from these General Terms and Conditions of Sale, that transportation shall be arranged and paid for by Marrone, this does not include the unloading of the Products, the portorage, the hydraulic lift and all risks of loss and/or damage to the Products associated with such operations, which shall be borne exclusively by the Customer.

7.2 In the event that the Customer delays the collection of the Products, the Customer shall be required to pay Marrone, by way of compensation, a sum equal to 0.1% of the purchase price of the Products for each day of delay, without prejudice to the right of compensation for greater damages; from the beginning of the delayed collection, the risk of loss and/or damage to the Products stored in Marrone's warehouses or other warehouses where Marrone may store the Products shall in any case be transferred to the Customer.

8. Intellectual and Industrial Property and Confidentiality

8.1 For the purposes of these T&C, intellectual and/or industrial property rights include: patents, trademarks, utility models, design rights, invention rights, copyrights and related rights, trade names and domain names, rights relating to commercial image, database rights, rights of use and protection of the secrecy of confidential information (including know-how and trade secrets) and all other intellectual property rights, whether registered or unregistered by the Manufacturer, including all applications and rights to apply for and obtain renewals or extensions of such rights and rights to claim priority, as well as all similar or equivalent rights or forms of protection that currently exist or may exist in the future anywhere in the world.

8.2 The Customer acknowledges and agrees that none of the provisions of these T&C and/or of the orders and order confirmations grant him any titles, rights or expectations regarding trademarks, patents or other intellectual and/or industrial property rights relating to the Products and/or the shop drawings, such rights, titles, and interests remaining the exclusive property of the Manufacturer.

8.3 The Customer hereby acknowledges that any contribution it may make to the creation of the shop drawings relating to the Products is neither creative nor of artistic value and shall not give it any rights and/or claims in relation to the shop drawings and/or the Products to which they pertain. In any case, the Customer hereby acknowledges and accepts that the rights to the economic exploitation of such shop drawings belong exclusively to Marrone and hereby waives any dispute and/or claim in this regard.

8.4 The Customer acknowledges and agrees that:

- a) in the course of its dealings with the Manufacturer, it may become aware, among other things, of the processes, techniques and methods used to manufacture the Products (including schemes, designs, drawings, manuals, specifications and other documents relating to the Products) as well as, more generally, of the Manufacturer's intellectual and/or industrial property rights, in addition to data concerning suppliers (hereinafter the "**Confidential Information**");
- b) it is the Manufacturer's interest to ensure that Confidential Information remain secret and, in any case, are not disclosed or brought to the attention of third parties, either directly or indirectly, and are not used without the Manufacturer's prior written consent, even after the termination, for any reason, of the Customer's business relationship with Marrone.

The Customer undertakes and agrees, during the course of its dealings with Marrone and after the termination thereof for any reason, not to disclose and/or divulge by any means and/or not to make known to third parties, directly and/or indirectly, including through other individuals and legal entities, the Confidential Information disclosed or otherwise learned from the Manufacturer during the course of the dealings, except for the fulfilment of obligations arising from the contractual relationship between Marrone and the Customer and exclusively during the term of said contractual relationship.

Confidential Information may not be copied or reproduced in whole or in part except for operational needs strictly related to the performance of the agreements between Marrone and the Customer, unless expressly authorized in writing by the Manufacturer.

If the Customer is required, due to mandatory legal or regulatory obligations or by order of the competent Authorities, to hand over, disclose to third parties or divulge such



Confidential Information, such actions shall not constitute a breach of this confidentiality agreement.

9. Warranties and Claims

9.1 Marrone warrants that the Products are fit for their normal use in Italy and are covered by a warranty against defects in materials and workmanship.

9.2 Marrone hereby informs the Customer, and the Customer acknowledges and agrees, that the Products supplied may have characteristics that slightly differ from those indicated in the relevant shop drawings and/or in the order and/or in the order confirmation and, in any case, may not be entirely identical to the samples that may have been viewed at the time of placing the order and/or the photographs on the company's website and/or advertisements on television, online, or in specialized magazines, as tolerance margins must be recognized with regard to the colours and shades of natural elements, as well as steel and/or the various metal alloys used, given that the shop drawings and any demonstration samples are purely indicative. In this regard, the Customer expressly accepts any minor dimensional and colour variations and acknowledges that variations in colour and shade or imperfections (such as, for example, the presence of welds and/or joints and/or colour inconsistencies in the Products) do not constitute a defect or fault in the Products.

9.3 Prior to delivery, Marrone will carry out a quality check on the single Products ordered. A positive outcome of the quality check shall be deemed proof of the integrity of the Products at the time of their delivery to the Customer.

9.4 In any case, any faults or defects in the Products must be reported to the Manufacturer, under penalty of forfeiture and invalidity of the claim, within 8 days of delivery or, in case of hidden defects (which, therefore, cannot be detected immediately after delivery), within 8 days of their discovery, by written notice and providing suitable photographic documentation.

Under no circumstances shall the warranty remain effective after one year from delivery of the Products to the Customer.

9.5 The warranty covers only the supply of spare parts necessary for the repair of the Products and/or the replacement of parts found to be defective within the time normally required; any additional costs relating to the repair of the Products (such as, by way of example and without limitation, labour costs and the cost of transport of spare parts) are expressly excluded, as is the right to terminate the contract.

Replaced or repaired parts shall be covered by the warranty only for the remaining term of the original warranty. Under no circumstances shall the replacement or repair of individual components result in an extension or renewal of the warranty term for the Products beyond the term originally provided for under Article 9.4.

Normal wear and tear of the Products are excluded from the warranty. Furthermore, Marrone shall have no liability toward the Customer or third parties in relation to any claim caused by improper use, failure to comply with the instructions provided by Marrone regarding the installation, use and storage of the Products, negligence, alteration, deterioration, or degradation of the Products or any part thereof caused by the Customer or third parties.

9.6 Specifically, the Customer acknowledges and accepts that the warranty does not cover any faults, defects or shortcomings in quality caused by or influenced by incorrect use or incorrect installation and/or maintenance of the Products, such as, by way of example and



without limitation, faults and/or defects caused by or influenced by the incorrect planning and/or installation of electrical, water and/or ventilation systems at the place where the Products are to be installed. To this end, Marrone provides the Customer with specific Use and Maintenance Manuals, containing Marrone's instructions, guidelines and recommendations on the correct use, care, maintenance and installation of the Products, in accordance with the quality standards of the Products themselves, which the Customer is obliged to follow when using and maintaining the Products.

Furthermore, the Customer acknowledges and accepts that the warranty offered by Marrone becomes void should any modifications and/or repairs to the Products be carried out by third parties not previously authorised in writing by Marrone; this is unless the Customer can prove that the external intervention did not cause, either directly or indirectly, the fault or defect reported

9.7 Appliances not manufactured directly by Marrone are also excluded from the warranty; the warranty for the conformity of such products falls solely under the responsibility of the respective manufacturer, and the Customer is responsible for complying with all precautions and installation procedures provided by the individual appliance manufacturers. The Customer acknowledges and accepts that all surfaces may undergo colour changes over time due to light, vapours and/or wear and tear, compared to their original condition upon delivery. Such changes shall not constitute defects or faults in the Products themselves and are excluded from any warranty.

9.8 In any case, Marrone's liability for any defects, faults, and/or non-conformities in the Products, as well as for delays in their delivery, shall be limited to 30% (thirty percent) of the value of the Products as stated on the relevant sales invoice to the Customer. Any other express or implied warranty, as well as any other obligation or liability of Marrone for direct, indirect, incidental, or consequential damages, is expressly excluded and waived by the Customer, to the fullest extent permitted by law.

10. Returns and maintenance or repair work

10.1 Returns of Products will not be accepted if the relevant complaints have not been previously made in accordance with the procedures set forth in Article 9.4 above (in writing, accompanied by appropriate photographic documentation) and if such returns have not been expressly authorized in writing by the Manufacturer. Authorized returns must be returned to Marrone within 30 (thirty) days from the date of authorization.

10.2 In any case, it is the Customer's responsibility to promptly inspect the disputed Products and report the results of such inspection to Marrone, who reserves the right to verify, through its own personnel, the validity of the complaint and, consequently, to deny any liability or to decide, at its sole discretion, whether to accept the return or to provide assistance and/or perform the necessary maintenance and/or repairs directly on-site.

10.3 Under no circumstances may Products be returned unless authorized in writing by the Manufacturer.

The document must be marked "return of goods" and must include all details of the original purchase (invoice number and date, delivery date, name of the carrier). Any return not complying with the above conditions will be automatically rejected by Marrone.



11. Goods held in storage and limitations of liability

11.1 Should the Customer deliver to Marrone goods, components or materials owned by the Customer (hereinafter, the “**Goods in Storage**”) intended to be incorporated into the Products purchased by the Customer or to be stored for subsequent delivery in a single consignment to the agreed location, Marrone shall act as a depositary, free of charge, of such Goods in Storage.

11.2 Marrone undertakes to store the Goods in Storage with the diligence set out in Article 1768 of the Italian Civil Code, and may use them freely, where necessary, for the purpose of integrating the Goods in Storage into its Products and/or for organising the agreed shipment.

11.3 To the fullest extent permitted by law, Marrone’s liability for the loss, deterioration, theft, destruction and/or damage to the Goods in Storage is expressly excluded, unless such events are directly attributable to Marrone’s wilful misconduct or gross negligence. Consequently, Marrone’s liability arising from, by way of example and without limitation, circumstances attributable to slight negligence, unforeseeable circumstances, force majeure, inherent defects in the Goods in Storage or inadequate packaging thereof is expressly excluded.

11.4 Without prejudice to the provisions of Article 11.3 above, under no circumstances shall Marrone’s liability for the loss, deterioration, theft, destruction or damage to the Goods in Storage exceed the value of the Goods in Storage (as proven by appropriate purchase tax documentation). Any other express or implied warranty, as well as any other obligation or liability on the part of Marrone for direct, indirect, incidental or consequential damages, is expressly excluded and waived by the Customer, to the fullest extent permitted by law.

12. Express Termination Clause

12.1 Without prejudice to any specific provisions regarding the termination and/or cancellation of the contract provided for by applicable law, Marrone shall have the right to terminate the contract, with immediate effect, by means of a simple written notice to the Customer, should any of the following circumstances arise:

- a delay in the collection of the Products exceeding 90 days from the delivery date;
- delayed payment, in whole or in part, by the Customer for more than 90 days;
- refusal, for any reason, by the Customer to fulfil the contract, except in cases of wilful misconduct or gross negligence on the part of the Manufacturer;
- the Customer becomes insolvent or is subject to any state or federal bankruptcy, insolvency, or similar proceedings;
- liquidation, dissolution, or discontinuation of the Customer’s activity.

12.2 In all cases of termination of the contract due to the Customer’s liability as provided by law and/or by these T&C, given that the Products are custom-made, Marrone shall have the right to retain any advance payments already received and to obtain payment of the remaining price of the contract, as well as to retain definitive ownership of the Products without the Customer being entitled to claim or raise any objection regarding damages, indemnification, reimbursement, compensation and/or any other claim; this is without prejudice to Marrone’s right to receive interest in the amount provided for by Italian Legislative Decree 231/2002, as amended and supplemented.



13. Waste Disposal

The Customer is responsible for the disposal of packaging. Marrone reminds the Customer not to discard the Products and/or their packaging into the environment after use, but to contact a solid waste disposal company to arrange for their transport to a landfill or for recycling.

14. Trademarks

14.1 The Customer acknowledges that Marrone is the exclusive owner of the “Marrone” and “Iglu” trademarks (hereinafter, both trademarks collectively, or simply the “**Trademarks**”, and each of them, the “**Trademark**”) and agrees not to dispute this in any way.

14.2 The Customer agrees not to proceed, directly or indirectly, in any country and for any product class, with the filing of any Trademark. Furthermore, the Customer undertakes not to file and/or use and/or register and/or adopt, either directly or through third parties, in any Country, one or more Trademarks, business names, signs, trade names, or other distinctive signs that are identical, similar, or confusingly similar to the Trademarks or, in any case, likely to cause deception or confusion among consumers. The Customer may not, therefore, under any circumstances use any of the Trademarks as its own corporate name and/or as its own business name and/or as the name of its domain name. The Customer acknowledges that all rights to register and/or use the names, Trademarks, domains containing each Trademark, and names related to the products - whether as trademarks or as business names - belong exclusively to Marrone.

The Customer furthermore undertakes to:

- refrain from any conduct that may damage, prejudice or otherwise negatively affect the prestige and goodwill associated with the Trademarks and/or Marrone’s Products, or otherwise its image and commercial reputation;
- refrain from applying any trademarks other than the Trademarks to Marrone’s Products;
- not to copy, reproduce, or in any other way violate any of Marrone’s Trademarks, designs, and/or other intellectual and/or industrial property rights.

Any violation of the obligations set forth in this article shall entitle Marrone to terminate, with immediate effect and by simple written notice to the Customer, any order and/or contract in place with the Customer, as well as to seek compensation for damages.

15. Force Majeure and Hardship

15.1 Marrone shall not be held liable to the Customer for any failure to perform the obligations set out in individual orders and/or order confirmations - including, but not limited to, delayed delivery or non-delivery of the Products - where such failure is caused by events beyond Marrone’s reasonable control (“**Force Majeure Event**”), including, merely by way of example and without limitation, delays in or failure of suppliers to deliver materials, transport suspensions or difficulties, strikes, lockouts, labour disputes of any kind, fires, accidents, earthquakes and other natural events, epidemics, pandemics, insurrections, war (whether declared or undeclared), civil unrest, carrier delays, administrative seizure measures,



embargoes, laws or regulations of any local authority or administrative body (including publicly issued export credit insurance) or of any State administration.

15.2 As soon as possible after the occurrence of a Force Majeure Event and after the related effects on Marrone's ability to perform the contract and/or individual orders and order confirmations become known to Marrone, the latter shall give written notice to the Customer of such impediment and its effects on its ability to perform the contract and/or individual orders and order confirmations. Written notice shall also be provided when the Force Majeure Event ceases.

15.3 The existence of a Force Majeure Event pursuant to this article exempts Marrone from any liability for damages, penalties as well as any other sanctions provided for in the contract and/or in individual orders or order confirmations.

15.4 Should delivery by Marrone be prevented due to a Force Majeure Event in the country of destination of the Products, for as long as and to the extent that the Force Majeure Event persists, Marrone shall have no liability and shall be entitled to charge an additional amount of 0.5% (zero point five per cent) of the purchase price stated in the individual order and/or order confirmation, for each month, as compensation for the costs of storing the Products at Marrone's premises.

15.5 Should the Force Majeure Event continue for a period exceeding 12 (twelve) months, either party may declare each individual order and/or order confirmation terminated by giving written notice to the other party.

15.6 Notwithstanding the foregoing, it is agreed that if the order and/or order confirmation is terminated pursuant to this Article 15 as a result of an embargo and/or any legislative, governmental or administrative act having equivalent effect in the Country of destination of the Products, Marrone shall be entitled to retain the portion of the purchase price already paid by the Customer, by way of partial compensation for the costs incurred by it in relation to each individual order and/or order confirmation. This is without prejudice to Marrone's right to obtain from the Customer reimbursement of any additional costs incurred in the meantime in relation to that individual order and/or order confirmation and to retain definitive ownership of the Products without the Customer being entitled to claim or raise any objection for damages, indemnity, reimbursement, compensation and/or on any other grounds.

15.7 Hardship.

Should, at any time during the performance of any individual contract, any materials and/or components necessary for the manufacture of the Products no longer be available, or should the cost of one or more of such materials and/or components and/or energy and/or labour costs increase by more than 10% (ten per cent) compared to the date of said individual contract, in such cases, Marrone shall be entitled, respectively, to replace said materials and/or components with equivalent alternatives, without the Customer being entitled to raise any objection or claim any reduction in the agreed prices, and/or to increase the price of the Products by an amount corresponding to the increase in costs it has incurred.

16. Governing Law, Jurisdiction and Competent Court

16.1 Every contract between Marrone and the Customer, including its interpretation and/or performance and/or termination, shall be governed by Italian law, to the exclusion of any conflict-of-law rules. Furthermore, the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG) shall not apply.



16.2 Any dispute between the parties relating to the interpretation, performance and/or termination of any contract between Marrone and the Customer shall fall within the exclusive jurisdiction of the Court of Pordenone, Italy. No other jurisdiction or court shall be deemed applicable. Marrone shall, however, be entitled to bring proceedings before the court of the place where the Customer has its registered office.

17. Final Provisions

17.1 Severability. If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby, unless such provision constituted an essential and decisive reason for the conclusion of the contract.

17.2 Contractual amendments. Any agreement derogating from the preceding provisions, of whatever nature, shall be valid only if drawn up in writing and subsequent to these T&C.

17.3 Waivers. Failure to enforce any of the above provisions shall not constitute a waiver thereof nor shall it prevent the subsequent enforcement of any and all clauses of the T&C.

17.4 Language of the contract. These T&C are drawn up in Italian. Any translation into a language other than Italian shall have no legal validity. Therefore, in the event of any discrepancies or disputes regarding the content and interpretation of these T&Cs, the Italian version shall prevail.

Zoppola (PN) - Italy, _____

The Customer

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the clause set out above regarding applicable law and the competent court, as well as the General Terms and Conditions of Sale available on the Marrone website, a copy of which has been provided to me and which I declare I have read, understood and accepted, I hereby specifically approve the following clauses of the aforementioned General Terms and Conditions of Sale: 1 (General provisions and prevalence of Marrone's General Terms and Conditions of Sale); 3.2 (provisional and non-binding nature of orders and shop drawings); 3.3 (tacit acceptance of the order confirmation); 3.4 (right to unilaterally modify the technical specifications and/or the Products); 3.6 (sole responsibility for water, electricity and ventilation systems, and waiver of claims); 4 (tacit acceptance of the price); 5.1 (total or partial delayed payment, termination of the contract and right to receive payment of the full price and to retain ownership of the Products, waiver of claims for damages, indemnities, refunds and compensation) 5.2 (right to suspend orders and/or deliveries in progress; prohibition on suspending or delaying payments); 6.2 (delays in delivery and waiver of damages); 7.1 (delivery and transfer of risks); 7.2 (delayed collection of the Products, indemnity and transfer



of risks); 8.2 (intellectual and industrial property rights); 8.3 (waiver of economic exploitation rights); 8.4 (Confidential Information); 9.2 (acceptance of minor non-conformities in the Products); 9.3 (quality checks on the Products); 9.4 (notification of faults or defects and forfeiture); 9.5 and 9.7 (limitations of warranty and exclusions); 9.6 (additional warranty limitations and exclusions; modifications and repairs carried out by unauthorized third parties and inversion of the burden of proof); 9.8 (limitation of liability for faults, defects, non-conformities, damage and/or delays in delivery of the Products); 10 (returns and maintenance or repair work); 11.3 and 11.4 (exclusions and limitations of liability for the loss, deterioration, theft, destruction or damage to goods held in storage); 12.1 (express termination clause); 12.2 (consequences of termination); 14 (Trademarks); 15.3 (Force majeure and Marrone's exemption from liability); 15.4 (right to charge storage fees); 15.6 (right to retain part of the purchase price paid by the Customer and to retain ownership of the Products); 15.7 (Hardship); 16.1 (Governing Law); 16.2 (Jurisdiction and Competent Court).

The Customer
