GENERAL CONDITIONS OF SALE

1. - AREA OF APPLICATION

1.1 These General Conditions of Sale (or "GCS") of the Rheavendors group regulate all sales agreements entered into between Rhea Vendors Group S.p.A. (VAT No. IT02546490133), Rheavendors Industries S.p.A. (VAT No. IT01459430128), with registered offices at Via Valleggio 14 , Como, Italy (hereafter, together with all its Affiliates, as below defined, referred to as "Rhea") and the Client.

On receipt of our Order Confirmation (as below defined), the General Conditions of Sale shall be considered as being unconditionally accepted by the Client, with the express renunciation of any exception. Any variations to these GSC will be valid only if agreed between Rhea and the Client and documented in writing.

1.2 To the extent permitted by the mandatory provisions of any applicable law, these GCS supersede those applied in the individual Countries of sale. If a clause contravenes a law in force in the Country of sale, it will be substituted with a clause having the nearest commercial sense to the former. Any conditions of purchase applied by the Client will be considered applicable only approved in writing by Rhea.

2. - DEFINITIONS

2.1 Affiliate(s): shall mean any individual, partnership, corporation or unincorporated organization, which directly or indirectly through one or more intermediaries, is controlling or is controlled by or is under common control with either of the Parties.

2.2 Client: shall mean any non-consumer company that purchases the Products.

2.3 Confidential Information: shall mean information, data, knowledge, inventions (whether patentable or not), know-how and any technical (i.e. relating to research, design and industrial activities), business, economic, commercial or administrative information whatsoever owned by one Party, (i) considered by the owner as secret and having economic value and (ii) communicated to the other Party orally, in writing, graphically or by magnetic or electronic or other means in relation to the activities provided by this General Conditions of Sale and, in particular, in relation to the Products. This definition also applies to material or product samples. This definition also includes patent applications filed by the Parties until the end of the period of secrecy required by law.

2.4 Intellectual Property: shall mean any and all trademarks and other distinctive signs, inventions, patents, patent applications, utility models, designs and models, business confidential information and, in general, know-how, as well as copyright related to the Products as below defined.

2.5 Order(s): shall mean the orders issued from time to time by the Client and transmitted to Rhea by fax, e-mail and/or other electronic means, for the supply of specific quantities of Products and containing, amongst others, the quantity and characteristics of the ordered Products, time and place of delivery.

2.6 Order Confirmation: shall mean the document issued by Rhea and containing the acceptance of the Order. In this document will be specified, amongst others, payment terms, net prices, references and total amount.

2.7 Party/ies: shall mean Rhea and/or the Client.

2.8 Product(s): shall mean the vending machines manufactured and commercialised by Rhea, together with their spare parts, and any possible related Service supplied by Rhea in connection with the Sales of the Products.

2.9 Rhea Specifications: means the technology, technical knowledge, drawings, models, prototypes and technical features used and applied by RVG for the manufacturing of the Products.

2.10 Rhea Testing: shall mean the internal tests performed by Rhea before the delivery of the Products.

2.11 Sale/s: any concluded sale agreement, legal transaction, contract, also agreed at a distance, the object of which is/are the Product/s, concluded between Rhea and the Client as part of Rhea's commercial policy, following receipt by the Client of Order Confirmation by Rhea.

2.12 Service(s): shall mean those services agreed in writing between Rhea or its affiliates and the Client.

3. - OBJECT

3.1 Unless expressly agreed otherwise, these General Conditions of Sale apply to all Product Sales by Rhea to the Client.

3.2 Rhea reserves the right to add, amend or eliminate any provision of these General Conditions at any moment, also through an announcement on the page dedicated to them on the company Internet websites (http://www.rheavendors.com), it being understood that such additions, amendments or deletions shall apply to all Sales concluded from the 15th day after the announcement (through publication on the website, by the dispatch of a newsletters or by e-mail) of the new General Conditions of Sale to the Client.

4. - SUPPLY OF THE PRODUCTS

4.1 Rhea shall manufacture the Products according to the best practices on an industrial scale and undertakes to supply them to the Client at the terms and conditions of this GCS and at the delivery time, quantities and further conditions that will be specified from time to time in the Orders. In case of inconsistency between the terms and conditions of this GCS and those contained in each Order, the terms and conditions of each accepted Order shall prevail.

4.2 Each Order transmitted by the Client to Rhea must be specifically accepted in writing by Rhea by issuing an Order Confirmation.

4.3 The Client will have the right to vary the Order only upon agreement with Rhea.

5. - REALISATION OF THE PRODUCTS

5.1 The Products shall be manufactured according to the best practices and in full compliance with the Rhea Specifications.

5.2 After the acceptance of the Order by Rhea pursuant to Section 4.2, the Client will not have the right to modify the Product(s) ordered.

6. - DELIVERY AND ACCEPTANCE OF THE PRODUCTS

6.1 The supply of the Products will be EXW (Ex Works, Incoterms 2010) at Rhea's premises in Italy or at a different premises specified in each Order.

6.2 Unless otherwise agreed in each Order, the Products shall be packed according to RVG standard overseas packaging and pallets. It is Client's obligation to notify Rhea of any special packaging requirements, the cost of which shall be entirely borne by the Client.

6.3 Rhea shall also deliver to the Client all relevant material and information related to the Products and their usage.

6.4 Before delivering the Products, Rhea will perform Rhea Testing.

6.5 It is however understood between the Parties that Rhea will not perform tests on the following issues (the "**Excluded Issues**"):

- **(a)** type and characteristics of the beverages (i.e. coffee) to be included in each Product;
- **(b)** characteristics and size of the recipients (e.g. glasses, cup, mug, etc.) to be inserted in the Products;
- **(c)** software used in combination with other devices;
- **(d)** third parties components directly supplied by the Client to Rhea or that Rhea must purchase from the Client's suppliers upon specific request of the Client detailed in the specific Order.

6.6 Should the Client require Rhea to perform testing also on the Excluded Issues, all costs and responsibilities connected to the said activities shall be borne by the Client. In any case, each Client's request to perform tests on the Excluded Issues must be previously and specifically accepted in writing by Rhea.

7. - WARRANTIES

7.1 Rhea represents and warrants that the Products will be manufactured in compliance with the Rhea Specifications.

7.2 In case of non-compliance (proven by the Client) of the Products with the provision of the Section 7.1 above, the Client shall notify said circumstance to Rhea, who shall remedy any defects, lack of quality or non-conformity of the Products. In particular, the remedies given to the Client consist of the free supply of spare parts for defective parts or, at Rhea's sole discretion, the replacement of the entire defective Product.

7.3 Rhea is entitled to replace defective parts with reconditioned parts, the warranty remaining valid for the 12 (twelve) months following the replacement/dispatch of the part.

7.4 The warranty does not apply to Products whose defects are due to:

a) damages caused during transport,

b) negligent or improper use of the Products,

c) non-compliance with Rhea's instructions on the operation, maintenance and preservation of the Product/s (use of any detergent tools or devices not suitable for cleaning and maintenances),

d) incorrect installation, repairs or modifications made by the Customer or by third parties without the prior authorisation of Rhea. Installation or repair will be made only by specialises persons, who have been trained at the Rhea training centre,

e) damages generate by external devices and third parties' components (payment, systems, filtering, power supply, etc.).

7.5 In addition to what provided in Section 7.5 above, the warranty does not apply to faults caused by: failure to supply water (where required); ice; fire, floods, inductive/electrostatic discharges or discharges caused by lightning or other phenomena outside the equipment, electric power failure, voltage variations or irregularities; limescale in the pipes.

7.6 Movable and removable parts, handles, lamps, glass and rubber parts, accessories, consumables and any components outside the Product on which the consumer can intervene during use are not covered by the warranty unless it is proven that the defect is a manufacturing fault.

7.7 The warranty does not cover Products that Rhea declares are or could be subject to defects that limit their use and for which an agreement has been reached with the Client to reduce the price in consideration of the reduction in value of the Product. Moreover, in no cases the Client can enforce the warranty against Rhea if the price of the Product/s has not been paid according to the agreed terms and conditions.

7.8 Rhea warrants that the Products are tested for food safety. More specifically, the Products conforms to European Union "CE" and "EN" directives. For any other destination of the Products, the Client must request prior written authorisation directly from Rhea, specifying the need in question. Rhea will be free to grant or refuse the authorisation.

7.9 The Products may be used only and exclusively for the purposes indicated and in compliance with standards on safety, in compliance with the provisions of the "*Installation and Maintenance Manual*", which is an integral part of the Product. If the Clients uses or resells the Products for other purposes, the Client does so at its own exclusive risk and responsibility and with full resulting liability.

7.10 Except for the application of the mandatory provisions of the applicable law, in no case Rhea shall be considered liable for harm to persons, objects or animals that may be directly or indirectly due to improper use of the goods. Moreover, in no case Rhea shall be considered liable for the damages, including, but not limited to, property damage, loss of profit or revenues, or business interruption arising out of the manufacture and supply of the Products, even if they are caused by third parties involved. In no case can liability exceed the price paid by the Client for the individual Order(s).The remedies available to the Client hereunder may be asserted only by the Client and by no other party. In particular, in no case Rhea shall be considered liable for the damages arising out of the manufacture of the Products by assembling third parties components pursuant to Section 7.5.(e).

8. – PRICES OF THE PRODUCTS AND PAYMENTS

8.1 In consideration of the supply of the Products, the Client shall pay to Rhea the amounts set out in each Order Confirmation.

8.2 Prices are those specifically indicated in Rhea Order Confirmation. Unless differently agreed in writing, prices are EXW (Ex Works, Incoterms 2010), net of VAT, charges for assembly, installation, functional modifications, approval of the Products or other taxes, and do not include any charge or service not explicitly mentioned. In the case of price already agreed between the Parties, said prices will be reviewed if any modification is made to the Products, the Client being given prior notice of such modification.

8.3 The terms and conditions of each payment will be expressly indicated in each Order Confirmation.

8.4 The Client has no right to defer or suspend payment. In the event of late payment, the interest on arrears provided for in art. 5 of Legislative Decree No. 231/2002 will be applied to run from the date on which payment was due, also in the absence of a written demand by Rhea, which reserves the right to partly or wholly cancel the Client's orders or to suspend delivery, giving the Client written notification, including by electronic mail. The cancellation or suspension will take effect should the purchaser not make the payment due within 3 working days of receipt of same.

8.5 Prices may be varied or changed without prior notice, even between the date of Order Acceptance and the delivery date, and without the Client having the right to object, whenever changes are made in customs or fiscal regulations or other connected factors due to circumstances beyond the control of Rhea.

8.6 Rhea retains title to the Products until they have been paid for in full. The Client purchases the Product after paying the agreed price in full through the payment of the final instalment.

The Client may not, until the Product has been paid for in full, transfer or establish beneficial or guarantee rights on the Product without Rhea's consent.

8.7 The Client undertakes to keep the Product in a perfect state of repair with the diligence of a good father and to use it in the manner for which it is currently intended. Any modification to the intended use is forbidden until the price has been paid in full. Therefore, in case of breach by the Client of this obligation, Rhea will be entitled to immediate restitution of the Product, and if instalments of the price have already been paid, to retain them as fair payment for use of the Product and as compensation for the harm suffered, without prejudice to the right of Rhea to claim additional compensation for damages.

9. AVAILABILITY OF SPARE PARTS

9.1 The availability of spare parts is assured for a period of 7 (seven) years from the withdrawal of the product range. Prices will be supplied on request. Availability and delivery times may undergo variations, which may even be very significant, depending on the availability of single parts. The entire cost of processing or manufacturing individual items will be charged for.

10. - INTELLECTUAL PROPERTY

10.1 Any Intellectual Property right related to the Products and to the Rhea Specifications are exclusive ownership of Rhea.

10.2 The Client also grants Rhea the right to use its distinctive signs for the purpose of manufacturing the Products (which therefore will bear the Client's distinctive signs). Any use of the Client's distinctive signs on letter paper, on advertising materials or on any other materials addressed to third parties or on Internet shall require the prior written consent of the Client, which, however, shall not be unreasonably withheld. It is however understood that Rhea will mark the Products with its own trademarks.

11. - CONFIDENTIALITY

11.1 Each Party recognises and acknowledges the secret character of the Confidential Information of the other Party and therefore undertakes:

(a) not to communicate any Confidential Information of the other Party, in whole or in part, directly or indirectly, in any form whatsoever to any third party, without the prior written consent of the other Party; and

(b) not to use, other than for the performance of this CGS, any Confidential Information of the other Party, in whole or in part, directly or indirectly, in any form whatsoever, without the prior written consent of the other Party.

11.2 In the event that, for the proper performance of this General Condition of Sales and of each Sale a third party is required to know any of the Confidential Information, the Party which allows the third party to have knowledge of the Confidential Information,

(a) undertakes to procure that the third party assumes, prior to disclosure, a confidentiality obligation in conformity with the provisions of this Section,

(b) will be liable for any act or omission of the third party, which is not in conformity with the provisions of this Section, and

(c) must inform the other Party by e-mail and obtain its prior written consent.

11.3 Confidential information will be communicated only to those employees and officers who **(a)** objectively need to acquire knowledge in accordance with the purpose of this General Conditions of Sale and (b) have a confidentiality obligation in accordance with the provisions of this Section.

11.4 Each Party recognises and acknowledges that information of the other Party is not, under any circumstances, to be considered as Confidential Information, if written evidence can be given that the information is, at the moment of communication, easily accessible to technicians of that field or later becomes accessible to such technicians other than as a result of the breach of the obligations.

11.5 If one of the Parties is obliged to communicate or disclose the Confidential Information in compliance with the legitimate orders of any authority, such a Party must give immediate written notice to the other in order to agree, if possible, the method of communication and give the other Party the opportunity to apply for the most suitable measure and remedy in order to defend its proper interest.

11.6 Each Party undertakes to preserve, by all means reasonably appropriate, the other Party's Confidential Information which may be in possession pursuant to this General Condition of Sale.

12. - TERM AND TERMINATION

12.1 Without prejudice to the right of the non-breaching Party to claim additional compensation for damages, these GCS and any Sale may be terminated by one of the Parties by notifying to the other Party prior written notice of such intention, upon the grounds that the other Party has failed to perform or observe any of its material obligations hereunder and has not remedied such failure, if capable of remedy, within 30 (thirty) days after service of the written notice from the other Parties requiring it to do so. Should the non-performing Party not remedy within the said 30 (thirty) days term, the performing Party shall notify a second written notice communicating to the other Party that this Agreement has to be considered as terminated.

12.2 Without prejudice to the right of compensation for damages, these GCS and any Sale may be terminated by Rhea notifying the Client by way of registered mail of its intention in the event of breach by the Client, in whole or in part, of its obligations under Sections 7.10 (use of the Products), 8.1, 8.4, 8.6 and 8.7 (Prices of the Products and payments), 10 (Intellectual Property), 11 (Confidentiality), 13 (Resale and export controls) and 18.5 (assignment of contract) of this General Conditions of Sale.

13. RESALE AND EXPORT CONTROLS

13.1 All Products are intended to be used exclusively in the Country to which they are delivered, as agreed with the Client. The resale or different use of the Products, of the relative technology and of the documentation is subject to regulations governing the control of exports.

13.2 It is the Client's duty to ascertain current regulations, ensure that it complies with them and take any steps required to obtain the necessary import, export or re-export licences.

14. PRIVACY POLICY

14.1 Rhea undertakes to process the personal data that may be transferred by the Client in relation to these GCS only for the purpose of the execution of each Sale and in accordance with the relevant provisions of Regulation (EU) 2016/679. Rhea will process the data that may have be transferred by the Client in the capacity of autonomous data controller.

15. INTERNET SPECIAL DISCLAIMER

15.1 These General Conditions of Sale will be uploaded on the Rhea websites and can be updated at any moment. The information on Rhea's websites will be provided without any explicit or implicit guarantee of any type and in particular, but not exclusively, any implicit guarantee of saleability, suitability for a particular purpose and non-infringement of use regulations.

15.2 The information contained on Rhea's websites may contain technical inaccuracies or misprints. Rhea also reserves the right to make changes and/or improvements without notice and at any moment programmes described on Rhea's website. The information published by Rhea on the Internet may contain direct or indirect references to products, programmes and services whose launch has not been announced or which are not available in the Client's region.

16. - FORCE MAJEURE

16.1 Neither Party shall be liable for any delay in fulfilling its duties under this General Conditions of Sale in the event of force majeure, i.e. in case of circumstances beyond its control (such as the following events: strikes, industrial contentions, wars, embargoes, acts of vandalism and terrorist attacks, epidemics, floods, earthquakes, fires and other natural disasters). Provided that the non-performing Party for the occurrence of an event of force majeure notifies the other Party in writing the reason of the delay, the obligations which cannot be performed shall be suspended during the period of delay caused by force majeure. The performing Party may terminate the General Conditions of Sale by way of registered mail (i) where the force majeure event lasts more than 3 (three) months, (ii) if fulfilment is not restarted within 30 (thirty) days after the non-performing Party notifies the end of the event of force majeure, without prejudice for further damages.

17. - GOVERNING LAW AND ARBITRATION

17.1 This General Conditions of Sale shall be governed by and construed in accordance with the laws of Italy.

17.2 Any dispute arising out of or related to this General Conditions of Sale shall be settled by arbitration under the Rules of the Milan Chamber of Arbitration (the "Rules") by a three arbitrators appointed in accordance with the Rules.

The Arbitral Tribunal shall decide in accordance with the rules of law of Italy.

The seat of the arbitration shall be Milan (Italy).

The language of the arbitration shall be the English language.

18. - MISCELLANEOUS

18.1 This General Conditions of Sale constitutes the final written expression of the terms of agreement between the Parties relating to the subject matter contained herein. This General Conditions of Sale supersede all prior or contemporary communication, proposal or declaration, even in verbal form, with respect to such subject matter.

18.2 This General Conditions of Sale may be amended only in writing and by way of registered mail, or in the forms eventually established by such General Conditions of Sale.

18.3 Each Party agrees that the failure of the other Party at any time to require performance of any of the provisions herein shall not be construed as a waiver or relinquishment of any right or claim granted to the other Party or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this General Conditions of Sale or the rights and obligations of the Parties hereto.

18.4 As an essential inducement to the execution of this General Conditions of Sale, each of the Parties hereby represents and warrants that:

(a) it is a company duly organised and in good standing under the laws of its country of incorporation, has full corporate power and authority to carry out its business as now conducted, to execute this General Conditions of Sale, and to carry out the provisions hereof;

(b) the execution and delivery of this General Conditions of Sale, the performance hereof and the execution of the transactions contemplated herein have been duly authorised and approved by all necessary and proper corporate action and this General Conditions of Sale, when executed, will embody legal, valid, binding and enforceable obligations and will not result in the violation of any laws or any rules, orders, regulations or decrees of any competent authority and will not conflict with or result in the breach of the provisions of its articles of incorporation, or any covenant, agreement or understanding to which it is a party.

18.5 None of the rights or obligations under this General Conditions of Sale may be assigned or transferred by one Party without the prior written consent of the other Party.

In view of and for the effect of articles 1341 and 1342 of the Italian Civil Code, the Client states it has fully understood and approve without reservation the following Sections of this General Conditions of Sale:

- 1 – Area of application;
- 3 – Object;
- 6 – Delivery and acceptance of the Products;
- 7 – Warranties;
- 8 – Prices of the Products and payments;
- 13 – Resale and export controls;
- 15 – Internet special disclaimer;
- 17 – Governing law and arbitration;
- 18 – Miscellaneous.