

## PRESCRIPTIVE CONTRACT

1. **Application field:** All sale contracts concluded between the contracting parties during their respective production and business activities shall be disciplined by the following general contract conditions which both parties, when they sign this agreement, declare to know and expressly accept. The parties may regulate specific individual contracts in a different manner for particular reasons that shall be identified by the contracting parties themselves as required. This contract will be valid for 12 months, beginning from the date stipulated by the contract, and shall be renewed yearly by right unless one of the parties cancels. Cancellation shall be communicated by registered letter with return receipt to be sent at least 2 months before the expiry date of the contract.
2. **Conclusion of the contract.** The contract of sale is deemed concluded at the time and place in which the offeror comes to know of the other party's acceptance.
3. **Form of offer and acceptance.** The form of the offer, also called the order, is open, while its acceptance, also called order confirmation, shall be made in writing.
4. **Revocation of the offer.** The offer may be revoked before the contract has been concluded; should the offer be revoked after acceptance and before the offeror comes to know of this, the offeror shall compensate the other party, if it has embarked on implementation of the contract. After conclusion of the contract Coges reserves the right to withdraw from the contract within 7 days of its conclusion.
5. **Subject matter of the contract.** For definition of the subject matter of the contract, Coges will strictly adhere to the terms shown in the order confirmation.
6. **Price.** Unless otherwise expressly indicated, the price, agreed and shown in the order confirmation, shall be agreed to be for the product at the office of Coges (exworks).
7. **Payment.** Payment shall be made in the terms, form and currency shown in the order confirmation and/or invoice; issue of negotiable instruments, if any, may not be considered as payment, but as means of payment and always subject to collection; for no reason whatever, including recourse to legal proceedings, may the buyer suspend or delay payment (solve et repete).
8. **Interest on arrears.** Should the buyer default on payment, even of a single instalment in the case of payment by instalment, the buyer shall pay Coges interest on the arrears at the rate as under art. 5 of Italian legislative decree No. 231 of 9 October 2002, (Central European Bank rate increased by 7 percentage points) as from the due date until the date of settlement.
9. **Express cancellation clause.** Failure to pay more than one instalment, or even a single instalment, which exceeds one eighth of the price, will cause the withdrawal of advantageous terms of payment, in consequence of which Coges, at its own unappealable discretion, may either claim immediate outright payment of arrears and amounts coming due or cancel the contract (ex art. 1456 Italian Civil Code), by unilateral declaration of its intention to do so; in the latter case, the instalments already paid will be kept by Coges as compensation for use of the product, for depreciation

of the product in that it cannot be marketed as brand new, for wear and tear and as compensation for the damages caused by failure to fulfil the contract.

With the signing of this prescriptive contract the CLIENT shall observe the laws and regulations that are in force in Italy and also the behavioural regulations and standards prepared and communicated by COGES that guarantee respect of the aforementioned laws and regulations. In particular, the CLIENT shall respect all the provisions contained in the so-called ETHICS CODE of the company and in the relative protocols used by COGES in fulfilment of Italian Leg. Decree No. 231/2001 and subsequent modifications, as communicated to the CLIENT. Should the CLIENT be in breach of even one of the aforementioned provisions, COGES has the right to annul this contract immediately as per art. 1456 of Italian Civil Code, as well as the individual contracts governed by this agreement. In such cases, COGES has the right to request from the CLIENT compensation of all damages, including repayment of the sums paid by COGES in the hypothesis of juridical application of sanction measures as indicated in Italian Leg. Decree No. 231/2001.

10. **Time, place and method of delivery.** The delivery term for the product, even if forwarded carriage paid, is not final for Coges, which is allowed a margin of 60 days; in such a case, any obligation to provide compensation for damages is excluded. Delivery of the product is deemed to be executed at the moment of consignment to the carrier at the factory in Via Luigi Dalla Via, Schio (VI) Italy, even if the carrier is chosen by Coges in the absence of nomination by the buyer. Coges shall, in any case, consign the product to the carrier packaged in such a way as to be able to be transported without being subjected to any risk other than that depending on accident, act of God or fault of the carrier. Different methods of consignment shall be expressly indicated in writing in the order and expressly accepted by Coges. If it is necessary to return material, the customer shall notify Coges of the error and of the need to return it, and await authorisation. If authorised, returned material shall be delivered strictly within and not after a period of 12 months from the date of the delivery note referring to its consignment. No return will be accepted by COGES after this period. Should the CLIENT refuse to purchase goods delivered for inspection purposes only, the CLIENT shall return the same goods to COGES within and not after a period of 6 months from the delivery date. If the CLIENT has not returned the goods delivered for inspection before termination of this period, the goods shall be considered as purchased by the CLIENT and COGES shall issue an invoice for the material.
11. **Refusal to accept the goods.** Should the buyer refuse to accept the product, refuse payment or be unable to pay the sum payable on delivery of the product, the buyer shall pay Coges, as penalty, the sum of one tenth of the price shown in the order confirmation and shall refund Coges for packaging and transport expenses, and any storage costs.
12. **Technical inspection of the product.** Within eight days of receipt of the product the buyer, under its own responsibility and at its own expense, shall carry out a complete technical inspection of the quality and operation of the product itself; failing this, it shall be agreed that the product has received unconditional acceptance on the part of the buyer.

13. **Guarantee** Coges gives a 12month guarantee (for coin changers and related components, automatic vending machines and related components, and customised products for the carwash sector with related components), a 60month guarantee (for MyKey) and a 24month guarantee (for all other products) identified by the manufacturing serial number and/or factory mark, for twelve months from delivery to be free from defects that render it unfit for the use for which it is intended, or that appreciably diminish its value. Should defects be found, the relative claims shall be made promptly respecting the terms set by the legislation in force. The guarantee comes into force when the product and the faulty component are returned to COGES and replaced. The right to use the guarantee is forfeited if the purchaser defaults from the price of payment. The material or the whole product replaced under guarantee remain the property of COGES.  
All repairs that are requested and which are not covered by guarantee are to be considered against payment. For their execution COGES shall apply the price indicated in its own price list. Any updates made to this price list shall be communicated periodically to the CLIENT.
14. **Exclusions from the guarantee** The guarantee excludes cases where the defect is the result:
  - a. of improper installation, even if carried out by skilled personnel;
  - b. of improper use of the product, due to malpractice or negligence or failure to follow the instructions for operation;
  - c. of lack of maintenance or poor maintenance, even if carried out by skilled personnel;
  - d. of repairs or modifications carried out by the buyer on his own initiative;
  - e. of abnormal voltages in electrical transmission lines, of insufficient or abnormal capacity or current in the electrical systems;
  - f. of corrosive action by detergents;
  - g. of faulty operation or failure to operate on the part of the software or hardware, or of loss of data recorded by the buyer, as a result of storms, lightning, high temperatures or voltage change in the power supply, earthquakes, fires etc.
  - h. All electrical components subject to normal wear and tear, which are expected to be replaced in the course of routine maintenance, are also excluded from the guarantee. In all situations excluded from the guarantee, as in the cases given above as examples, Coges will not be held liable for compensation for any damages to the buyer or third parties, arising from nonuse or faulty operation of the product.
15. **Limited liability.** Barring cases contemplated by art. 1229 of the Italian Civil Code, for any damage caused either directly or indirectly by Coges products, which are the subject of the present contract, the parties specify and agree that the value of any compensation that may be due from Coges shall not under any circumstances exceed 10% of the amount paid by the purchaser for the single product that, in practice, has caused the detrimental event.
16. **Transferring the order.** The order may not be transferred to third parties without the written consent of Coges
17. **Safeguard clause.** The invalidity or ineffectiveness, if any, of one or more clauses of the present contract, for whatever reason, will not cause the invalidity or ineffectiveness of the present contract, the remainder of

which will remain valid and effective.

18. **Confidentiality obligation.** The purchasing party undertakes not to divulge confidential technical, business or company information that is communicated to him or which he comes to know of in the course of his relations with the seller and he undertakes to take all necessary measures to ensure that this confidentiality is upheld by his supervisors and agents. The provisions as under the present article also remain valid and fully effective in the case of cancellation or annulment of the contract.
19. **Changes or integrations to the present contract.** Any change or integration to the present contract shall be agreed between the parties and recorded in a written document that, on the part of the seller, shall be signed only and exclusively by a legal representative of the seller or by a subject in possession of suitable power of attorney.
20. **Applicable law and place of jurisdiction.** "The parties agree that, barring different and specific agreements and/or contracts, which have been agreed with Coges Spa and have written confirmation, the present contract will be totally regulated by Italian law. In the case of disputes regarding the interpretation, the validity and effectiveness and the execution of the present contract, the parties expressly agree that said disputes will come only and exclusively under the jurisdiction of the Schio office of the Court of Vicenza. In the event of disputes regarding the interpretation of this document in any case the version in Italian alone shall prevail. In the case of so-called "chain" sales of the product, the buyer from Coges shall choose the Schio office of the Court of Vicenza as the sole and exclusive place of jurisdiction for any dispute that may arise with its own purchaser; failing this, where legal action against Coges is taken before a different court of law, whether jointly with or separately from the aforesaid direct buyer, the buyer from Coges shall refund the additional legal expenses incurred by Coges."
21. **Privacy.** In accordance with Italian legislative decree 196/2003, information collected by Coges will be used for contractual and legal requirements, and also to allow efficient management of commercial relations in accordance with the objectives of our information and consent form, the complete text of which is available on our website [www.coges.it](http://www.coges.it). It will be possible to exercise all rights as under art. 7 of Italian legislative decree No. 196/2003 (including rights to access, rectification, revision and erasure) by writing to the following address [privacy@coges.it](mailto:privacy@coges.it) or to the following fax No. 0039/0445/502999, quoting "PRIVACY". The owner of your information is: Coges - Via Luigi Dalla Via, 10 - Schio (VI) Italy.