



TERMS AND CONDITIONS FOR THE SALE AND USE OF ICAS PRODUCTS

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RECITALS

- A.** The Wirehood, or muselet, used to hold corks in place (the “Wirehood” or “Product”) on bottles of champagne, spumante and other sparkling wines, is a high-quality product made by ICAS with cutting-edge technologies. Absolute precision is required during the production process in order to guarantee the minimum tolerances in the Product’s dimensions, which are essential to its functioning, and the Product must also be robust, with particular attention paid to details and coatings.
- B.** Due to the technical characteristics of the Wirehood, it must be used appropriately. If subjected to excessive pressure it can become deformed, and if not stored correctly it may oxidise, or the resistance of the material may be impaired. The coating (applied through anodising or spraying etc.) may also be affected by chemical or atmospheric agents or by high temperatures. These issues can sometimes affect the look of the Product or make it harder for the end consumer to open the wirehood. These Terms and Conditions as well as the “*Rules on the correct use of wirehoods*” (see below) must be strictly adhered to by the Buyer.
- C.** ICAS does not manufacture the machines used to position the Wirehoods on bottle corks and therefore the person buying the Product (“the Buyer”) must ensure that their bottling machine is suitable and compatible with the Product. Bottling machines can usually be adjusted in order to adapt to corks or bottles of different dimensions. They must therefore undergo periodic inspections according to the maintenance plans, and must be properly adjusted by the Buyer before starting production with ICAS Wirehoods.
- D.** The “*Rules on the correct use of Wirehoods*” (version 2/12/2020 as amended (available at www.icasmuselet.it under the heading “Terms and Conditions for the Sale and Use of ICAS Products” (hereinafter, for short, “*Rules of Use*”) contain information on using the Wirehoods and said Rules must be respected by the Buyer together with the information provided by the wire hooder manufacturer. In the event of an obvious conflict between the ICAS *Rules of Use* and the rules of the wire hooder manufacturer, ICAS is available to assist the Buyer who is free to contact ICAS to receive information in this regard.
- E.** ICAS, at the Buyer’s request, will provide a technical product sheet to allow the Buyer to check before purchase that the Product is compatible with their own equipment and to adapt the machines for the positioning of the Wirehoods before starting production.



ART. 1 - Object – Acceptance of Terms and Conditions

- 9.1. These Terms and Conditions, together with the “*Rules on the correct use of Wirehoods*” (version 2/12/2020 available on the website www.icasmuselet.it under the heading “Terms and conditions for the sale and use of ICAS Products”, also “*Rules of Use*”) govern the basic terms and conditions for the purchase, conservation and proper use of the Wirehoods made by the Seller.
- 9.2. These Terms and Conditions and the *Rules of Use* apply to all contracts between ICAS and Buyers for the sale of Wirehoods, except where expressly agreed otherwise in writing by both parties.
- 9.3. On buying the Wire Hood, the User accepts these Terms and Conditions and the Rules of Use and agrees to visit this website (on which the Terms and Conditions are published) in order to periodically to view any changes or updates to the manufacturing specifications or to the rules on conservation and use of the Products.
- 9.4. These Terms and Conditions and the *Rules of Use* thus form an integral and substantial part of the contract made between the Seller and the Buyer for the purchase of Wirehoods.

ART. 2 - Buyer's Obligations

- 9.1. See the *Rules of Use* for the correct insertion of the cork into the bottle neck and Wire Hood. Also refer to the Rules of Use for details of how to use and correctly adjust the bottling machines and position the Wire Hood on the cork.
- 9.2. Where there are marginal size differences between the Wirehoods made by the Seller, see the *Rules of Use* which illustrate how to adjust the wire hooder. For more details of the tolerances affecting the Wirehoods, see the technical sheets which must be requested from the Seller before purchase in order to check whether the Product is compatible with the equipment, materials and bottles used by the Buyer.
- 9.3. See the relevant section of the *Rules of Use* with regard to the feed-in of the Wire Hood into the wire hooder.
- 9.4. The Buyer must not subject the Wire Hood to temperatures higher than **70 degrees centigrade (Celsius)**.
- 9.5. If performing pasteurization, the Buyer must not exceed the maximum temperature indicated above and **must avoid using water to which salt or other corrosive elements** have been added. In all production processes, the Buyer must also avoid contaminating the Product with substances or solvents containing **corrosive elements**.
- 9.6. The Buyer must report any flaws or deformities in the Product to ICAS, within no more than 15 days following delivery. In the event of a hidden defect the Buyer must immediately halt the production cycle as soon as the defect becomes apparent or when a technical issue arises with the use of the Product, and must inform ICAS within **15 days** after the defect was discovered.
- 9.7. The Buyer must provide the end consumer with the information received digitally from the Seller, in the required format, in relation to Legislative Decree 116/2020 (environmental labelling). The Seller declines all liability for any omission by the Buyer. In view of the small size of the Product, ICAS is unable to fulfil independently the obligations provided for in Legislative Decree 116/2020. In the event of a claim for damages by the end consumer, or any administrative penalties or fines, ICAS may take



recourse action against the Buyer. If the Buyer makes any specific requests in this regard, they must be agreed contractually with the Seller.

- 9.8.** If the Buyer intends to send ICAS logos for printing on the cap of the Wire Hood, the Buyer guarantees to ICAS that such logos will be the property of the Buyer or that the Buyer is otherwise authorised to make use of such logos which are unencumbered by any third-party rights. On sending the graphic material the Buyer confirms that it has legitimate ownership of the trademarks or the right to use them and that in the event of any infringement of third-party rights the Buyer shall be solely liable for the infringement and shall indemnify ICAS in respect of all liability in that regard.

ART. 3 - Storage and conservation

- 9.1.** ICAS guarantees its Products for **two years** from the date of delivery. However, the Buyer must store the Wirehoods in strict accordance with the instructions in the *Rules of use*. Failure to comply with this obligation will invalidate the warranty.
- 9.2.** In particular, the Wirehoods must only be stored in their original packaging and the ambient humidity must not exceed a limit that would lead to the cardboard packaging becoming wet, as that would pose a high risk of the Wirehoods losing their mechanical resistance. ICAS recommends not exceeding 70% relative humidity in order to prevent oxidation.
- 9.3.** The Buyer must not under any circumstances remove the cardboard dividers placed between the layers in the packaging. Any items removed from the boxes but not used must be replaced into the original packaging to avoid the loss of elements identifying the Products. The Buyer must also refrain from stacking the pallets and must make sure that the identifier labels affixed by ICAS – and specifically the batch numbers – are clearly visible on the boxes.
- 9.4.** The Seller declines all liability for any defects or damage to the Products caused due to failure to respect the storage or conservation methods.

ART. 4 - Price and terms of payment

- 9.1.** The sale price of the Wirehoods refers to the currency indicated in the contract and invoices issued by the Seller. If no currency is indicated the prices will be in EURO.
- 9.2.** The terms and method of payment are specifically indicated in the contract and on invoices issued by the Seller.

ART. 5 - Delivery and transport

- 9.1.** The delivery and transport of the Wirehoods is also governed by the purchase contract. If transport is not performed by the Seller, ICAS is not liable for any loss or damage to the Products that may occur during transport, loading or unloading.

ART. 6 - Supplier's warranty

- 9.1.** The Seller produces high-quality Wirehoods made from mild steel wire (zinc-coated or lacquered) with a tinplate cap.



- 9.2. The Seller warrants that its Products are free from any defect that would render them unfit for their intended use.
- 9.3. The Seller guarantees the quality of the Wirehoods provided that they are correctly used by the Buyer in accordance with these Terms and Conditions and the *Rules of Use*.
- 9.4. The Seller guarantees the integrity of the metal wire on the Wire Hood and its treatment, **up to a maximum of 70° centigrade (Celsius) without the use of corrosive substances** that may come into contact with the Product.
- 9.5. The Seller guarantees the Product for **two years** following delivery, provided that the Product is stored in accordance with these Terms and Conditions and the *Rules of Use*.
- 9.6. The Seller will provide the Buyer with the information required to comply with Legislative Decree 116/2020. This information will be delivered in digital form via the QR code on the transport documents or on the ICAS website www.icas muselet.it.

ART. 7 - Limitation of liability

- 9.1. The Seller cannot be held liable under any circumstances for any defects or irregularities in the Product that were caused by improper use on the part of the Buyer.
- 9.2. The Seller is not liable for any deformation of the Wirehoods caused by exposure to chemical or atmospheric agents, high temperatures or incorrect storage or by any other improper use (as indicated in Articles 2 and 3 of these Terms and Conditions or in the *Rules of Use*), for reasons attributable to the Buyer.
- 9.3. If the delivered Products are defective, the Seller, at its own expense, will replace any defective materials with suitable equivalent materials, except where this is not possible for proven reasons, which must be indicated to the Buyer. Under no circumstances may the Buyer claim any indemnity or reimbursement, except after express agreement with the Seller.
- 9.4. In any event ICAS is not liable for any loss or damage in excess of the value of the disputed supplies.
- 9.5. The Seller declines all liability for late delivery or non-delivery of the Products for reasons of force majeure, including but not limited to: accidents, explosions, fires, strikes or lockouts, earthquakes, flooding, pandemics and other similar events that prevent all or part of the contractual activities from being completed on time.
- 9.6. Except where the transport is performed directly by ICAS, the Seller declines all liability for late delivery or non-delivery of Products shipped and transported by couriers or shipping agents commissioned by the Seller itself or by the Buyer.



ART. 8 - Verification and resolution of complaints

- 9.1.** If the Buyer discovers that the Products do not have the promised characteristics or contain defects, ICAS must be informed immediately, within 15 days of the date of receipt of the Products or after the date of discovery, in the case of hidden defects.
- 9.2.** If defects are discovered, the Buyer must refrain from using the Product in its production cycle (or must immediately interrupt production, if already started) and must await an inspection by ICAS before performing any other activity.
- 9.3.** ICAS will act promptly either directly or through its trusted consultants, in order to examine at its own premises or, at the discretion of ICAS, at the premises of the Buyer, any Product claimed to be defective or which does not have the promised characteristics. If necessary ICAS will view the equipment and bottles used by the Buyer in the bottling process.
- 9.4.** If, after intervention by ICAS, the Product is found to conform to the technical and quality specifications and the problem is attributable to the Buyer or to the equipment used, ICAS may charge the Buyer for the cost of the intervention.
- 9.5.** If ICAS recognises the defect or poor quality of the Product, the warranty in Art. 6 will take effect, with the limitations stipulated in clauses 7.3 and 7.4 of Art. 7.
- 9.6.** If the Parties are unable to clarify whether the defect or poor quality was attributable to the Product or to the equipment used by the Buyer, before doing anything else the Buyer will arrange a meeting at its premises between the representatives of ICAS and the technicians of the wire hooder manufacturer, in order to discuss the issue. If, after that meeting, ICAS does recognise there was a defect in its Product, the provisions of clause 8.5 will take effect. Otherwise, if the Buyer's equipment was found to be malfunctioning or if the issue was the result of the Buyer's improper use of the equipment or of the Product or was due to lack of maintenance or incorrect setting of the Buyer's machines, the provisions of clause 8.4 will apply.
- 9.7.** If the causes of the Product's malfunctioning and responsibility for the incident cannot be determined, ICAS and the Buyer will negotiate in good faith in order to reach a solution that will balance out the respective loss and damage, subject to the limitation of liability provided for in clauses 7.3 and 7.4 of Art. 7.

ART.9 - Applicable law and place of jurisdiction

- 9.1.** For all matters not provided for in these Terms and Conditions, the laws of Italy shall apply to the contracts for purchase of ICAS Products. In the event of any dispute between ICAS and the Buyer in relation to the purchase contract, the Product warranty or any question of interpretation, application, performance, non-performance or execution of the contract, the Court of Ivrea shall have sole jurisdiction.