

## GENERAL TERMS AND CONDITIONS OF SALE

The following terms and conditions are a pure translation of the original document in Italian and have only information purposes. It is understood that any sales of goods by the Seller is governed by the original version of the general condition of sale in Italian ("Condizioni Generali di Vendita").

### 1. Contract

1.1 The following terms and conditions ("Terms") govern the sale of goods by the Seller. The issuance of a Purchase Order ("Order") by the Buyer and its confirmation to the Seller implies for the Buyer the full, unconditional and irrevocable acceptance of these General Conditions and the automatic waiver of any conditions to its general standard contracts to buy or purchase. The Order is subject to written confirmation of the Seller and the contract is concluded when the confirmation is received by the Buyer. Sending of the invoice by the Seller, if prior written approval shall, in any case implies the conclusion of the contract.

1.2 Any agreement to comply with these Terms will be effective only if expressly accepted by Seller in writing.

### 2. Shipment

2.1 Unless otherwise agreed between the parties, the products are sold "free delivery" in the place indicated in the Order. Unless otherwise agreed the Seller will deliver to the place with the means it considers most appropriate. The Buyer assumes the cost of the specific mode of delivery may be required. The Buyer and Seller agree from the outset that, although transport costs are borne by the Seller, the dangers and risks of loss or damage relating to the transport of goods will be borne by the Buyer. The Seller shall then provide any insurance of goods for transport and the risks of each other only on explicit instructions of the Buyer and at the expense of the latter.

2.2 Any complaint made by the Buyer upon receipt of product related to damage of the product or packaging, or to quantitative differences must be communicated to the Seller within one (1) business day after delivery. The weight measured by the Seller at the shipping point is considered unless manifest error.

2.3 If the Buyer does not accept the goods in accordance with the terms of delivery specified by the Seller, the goods may, at Seller's discretion, be transported and stored at the expense and responsibility of the Purchaser in other locations identified by the Seller, who shall have no liability in this regard. This provision shall not affect the payment obligations of the Buyer and does not constitute a novation of the sale.

2.4 If the Seller is unable, for whatever reason, to satisfy the total demand for products ordered, he will assign the products available to any buyer, at its discretion, including the assignment to the same vendor or its affiliates, or to make partial deliveries, without incurring any liability for infringement.

### 3. Sales price

The price that the Seller shall invoice the Buyer will be the prices at time of Order and the products will be sent to the Buyer within thirty (30) days from the date of acceptance of the Order. If any products are to be sent later than thirty (30) days from the date of acceptance of the Order, the Seller reserves the right to increase prices, by communicating this in writing to the Buyer at least ten (10) days before the validity of the increase. In this case, the Buyer shall have the right to cancel the Order, notifying the Seller before the effective date of the increase. It is understood that this rule does not apply to any shipment delays due to causes attributable to Seller.

### 4. Terms of payment

4.1 The payment of the products must be made within the terms agreed with the Buyer at time of order. In the event of late payment the Buyer shall be obliged, without prejudice to the Seller's right to request termination of this Agreement and damages, to pay even the interest to the extent provided by D.Lgs.231/02.

4.2 If the Buyer fails to pay with the agreed terms, the Seller shall also be entitled to: (i) require immediate payment of all outstanding balances, (ii) cancel all orders not yet executed, or (iii) suspend the execution of orders until the Buyer has not paid the amount due. The Seller reserves the right to terminate the contract of sale in case of default by the Buyer in the payment, with the exception of the compensation for damage.

4.3 The property of the products will be transferred to Buyer only upon payment of the total amount. The Buyer undertakes not to create liens on products until it has fully paid the amount and use the products only in the context of their business. In case of non-payment, the Buyer agrees to allow access to representatives of the Seller in order to enable them to determine the amount of product remained in storage and organizing the removal of the products.

### 5. Force Majeure

Any delay in delivery beyond the control of Seller, such as but not limited to strikes, fires, picketing, blocking the production, insurrections, and other circumstances beyond Seller's control, does not entitle cancellation of orders or cancellation of contract by the Buyer or to any compensation to the Buyer, with the exception of the effects of such delays on the terms of payment. The Seller reserves the right, in any case, to cancel the order.

### 6. Warranty and limitation of liability

6.1 The Seller warrants to Buyer that products conform to specifications. The Buyer assumes all risk and liability with regard to results obtained using the products, either alone or in combination with other products. This warranty applies only to first-class products and not to any waste, nor to products sold as sub-standard. This warranty does not extend to products subjected, after the sale, by anyone in any process.

6.2 Any claims for defective products must be reported to Seller in writing within eight (8) days from the date of delivery. For defects not detected at the reception of the products this term is understood to accrue under penalty of forfeiture, from the discovery of the defect. The guarantee refers, however, expressly limited to repair or replace defective products free of charge, at the discretion of the Seller, with the exclusion of any further compensation for any damages or expenses of any nature. The products subject to complaint may be made to the Seller or otherwise disposed of, treated or transferred without the consent of the Seller.

6.3 The Seller's liability in case of defective products, as well as the responsibility in case of non-delivery of products, shall not exceed the amount of the purchase price of defective or undelivered products. The foregoing warranty is exclusive and will not be applied also if the product defects are attributable to (i) improper use, (ii) a defective or faulty maintenance, (iii) is a non compliant use of the product, contrary to warnings of the Seller or otherwise different from that which it is intended (iv) the use of this product with other components, (v) a conservation unsuitable. The Seller shall not be liable for any consequential damage such as loss of customers, revenue, production, profit, image or eventually resulting from actions taken by third parties against the Purchaser.

6.4 Any technical information provided by the Seller on the use of its products is offered free of charge and Seller assumes no obligation or liability with regard to any information offered or result. Such information is offered and accepted the Buyer's own risk.

#### **7. Lease packaging**

Leased packaging, such as but not limited to container, delivered but not sold under these General Conditions are property of Seller and Buyer agrees to return them intact, shipping costs paid by the recipient, to the destination indicated by Seller within the specified date. Any deposit paid by the Buyer in respect of such leased packaging is lost in case of failure to yield or yield conditions of integrity and / or within a specified time. If deposit is not required, the Buyer agrees to reimburse the Seller the value of the leased packaging damaged or not returned by the date indicated. The count and the refusal of Seller to accept containers or damaged containers will be considered final.

#### **8. Intellectual Property**

8.1 Drawings, projects, plans, specifications, technical and commercial classifications, documents, samples, catalogs, brochures, models and patents, trademarks, and any technical information that Seller may communicate or make available the Buyer shall remain the exclusive property of Seller and / or its licensors, who may request the return to the Buyer at any time.

8.2 The Buyer undertakes not to make any distribution or reproduction, and not to disclose the contents to third parties without the prior written consent of Seller. The Buyer also agrees to notify the Seller as soon as possible of any violation of intellectual property rights owned or licensed to him, which he has knowledge and shall provide on demand of the seller all the assistance which this shall ever need to defend its rights.

#### **9. Transfer**

The Buyer shall not transfer or assign, in whole or in part, the contract of sale, without the prior written consent of Seller.

#### **10. Governing Law and Jurisdiction**

For all matters not expressly governed by these Terms and Conditions will apply Italian law and any legal action is henceforth recognized the exclusive jurisdiction of the Court of Milan.

#### **11. Privacy**

The Parties recognize that they have mutually exchanged information as in Article 13 of Decreto Legislativo 30 June 2003, N. 196 (law regarding protection of personal data).