

## TERMS OF SALE

In order to keep the requirements of transparency and offer the opportunity to establish in business with us, we may present our general sales conditions. The rules present in the underlying files, refer to the sale of all products in the catalog (and this site) and the services offered by our internal or external staff to 'company. The socket vision of the same is required in order to avoid misunderstandings with customers and to ensure the best possible relationship with the consumer.

### 1. General Provisions

1.1 The supplies described herein as well as the services are governed solely by these general conditions of supply, any particular conditions or otherwise agreed by the proposed purchaser will be valid exclusively if expressly accepted by the supplier in writing. They are not considered as acceptance by the supplier or his silence to sending conditions by the purchaser or the execution of an order.

1.2 The possible invalidity of any provision of these general conditions of supply does not affect the effectiveness of the remaining provisions.

### 2. Offers, orders

2.1 The offers made by the supplier are not binding for it, while the order is irrevocable for the buyer of its approval. The supplier of the customer orders are binding only and exclusively after signing the confirmation by the latter. For the content and scope of application of the contract is exclusively authentic confirmation of the purchase order. If such exchange takes place via telephone and / or computer system without subscription, it assumes the above meets the requirements of writing and expressly approved pursuant to consider the effects of articles 1341 and 1342 of the Civil Code with express approval autonomous and specification by the purchaser of the following clauses: General 1.Provisions;

2.2 The data and illustrations contained in the price lists, brochures, cost estimates and offers, in particular the weight data or dimensions and other technical data, as well as those referring to corporate standards or extraaziendali, and samples only characterize the object of contract and only against a written confirmation represent a promise of quality; in this respect the customer is not released from the execution of the suitability tests the use of the product to which it is intended. 2.3 For special productions supplier reserves the right to provide a reasonable amount more or less than the quantity ordered.

2.4 Costs related to the realization of samples and / or specimens, as well as costs related to the necessary facilities for the production thereof shall be borne by the customer.

2.5 Costs related to facilities for mass production must be regularly billed to the customer, subject to any other agreements that will be valid if and only if expressly accepted by the parties in writing.

2.6 In any case, the facilities referred to in paragraphs 2.4 and 2.5 remain the property of the supplier

regardless of the charging of costs to the customer. 2.7 If the client orders a supply to split deliveries, the supplier is authorized to obtain all the necessary material for the execution of the entire order and to manufacture promptly all ordered goods; to that effect, following the issue of the order; no further changes may be requested by the customer, unless explicit written agreement.

2.8 The client is responsible for the data within its competence, and for the parts / components which must be made available.

### 3. Delivery Terms

3.1 Unless otherwise agreed in writing in individual cases, deadlines and delivery times are intended as guidance, and in any case require the mutual agreement clarifying all the elements necessary to the supplier for the fulfillment of the order.

3.2 Delivery is deemed to be respected when the goods to be supplied leaves the storage vendor or following the written notice by the supplier about the prompt shipment of the ordered material.

3.3 The delivery time is to be understood as mutually extended if the supplies and / or services provided by the supplier are not delayed due to circumstances not attributable to these. among them also include temporary disruptions, strikes, lockouts, traffic obstructions or other nature unpredictable, affecting the supplier or subcontractors. The same also applies if these events intervene in a moment in which the supplier is in default. If the ordered goods are not delivered or has a delay of sixty days the customer has as the only option, excluding any claim for damages, to withdraw from the contract.

3.4 The deadline for the delivery of the subject provision of this Act shall commence from performance by the buyer of the obligations agreed with the supplier in order, including but not limited to, the submission of data and technical documents, permits, payment of advances, issuing a guarantee of payment.

3.5 In case of default or supervening difficulty of payment by the customer, is expressly given the opportunity to the supplier to terminate the supply or execution of contracts during construction, except for the consideration or guarantee issue by the customer (vds. point 6 in the remainder of this act).

3.6 E 'express powers granted to the supplier to perform partial deliveries.

### 4. Determination of price, delivery and transfer of risk

4.1 For the interpretation of delivery clauses applied are subject to the international rules of the Paris International Chamber of Commerce in the version valid on the date of the order confirmation (Incoterms 1990).

4.2 Crates, wood, cartons and disposable packaging are charged by the supplier to the customer at cost price and will not be withdrawn.

4.3 If the shipment is delayed at the disposal of the buyer, the risk is transferred to the buyer at the time of availability at the delivery by the supplier. The supplier is also entitled to charge the client the costs they incurred for the storage of products in its plants, for at least 0.5% of the invoice amount for each full month deposit. Eventually, after fixation and unnecessary lapse of a reasonable period, the supplier reserves the right to dispose of delivery otherwise the object, and provide what is due to the buyer a deadline appropriately extended.

4.4 E 'given express authority to the supplier to proceed to the adjustment of prices in case of change in relative costs, only and only title of example, raw materials, provision of electricity and gas, the wage settlement.

## 5. Payment

5.1 If the terms of payment are not otherwise covered in the order confirmation, the Parties agree that the proper performance must be made in Euros by bank transfer no later than the expiration date indicated on the invoice. 5.2 In case of delay in payment, notwithstanding further rights, will apply the usual bank interest, however, at least 3 percentage points on a quarterly Euribor rate (bid rate) valid on the due date of the payment deadline.

5.3 The customer is not entitled to the retention of payments or offsetting with claims of every kind.

5.4 If claims of the supplier have been deferred by the same, they become immediately due and payable without any discount, if the customer incurs in default of payment to the supplier itself or in case this becomes aware of circumstances that may significantly worsen asset or financial situation of the contract giver.

## 6. Provision of guarantees

6.1 If the agreed payments are not received on time to the supplier, or if after the conclusion of the contract, the supplier becomes aware of circumstances that may considerably reduce the creditworthiness of the customer, the supplier is entitled, without prejudice to further rights, to claim for its claims, before the supply, upfront payments or adequate guarantees, or to withdraw from the contract if no collateral is provided.

## 7. Retention

7.1 The supplier reserves ownership of the goods supplied until payment of all claims from these receivables, regardless of the legal basis, given that the law in the scope of which is the object of supply allows. If the retention of title is not permitted, but it allow the supplier to reserve other rights on the object of delivery, the supplier may exercise all the rights of this nature. The customer is obliged to cooperate in the measures which the provider will decide to take to protect its right

of ownership or other equivalent rights on the object of supply.

## 8. Warranty and other forms of responsibility

8.1 For the guarantees provided by the supplier and other responsibilities in the event of supply / services vices including the case of supplies / services incorrect, apply the following rules.

8.2 The supplier grants its guarantee in accordance with the current level of technological progress. general changes in the design or execution before the execution of the order does not justify any objection.

8.3 The supplier assumes no liability for failures due to misuse or inappropriate use of its products, to an incorrect or negligent treatment and natural wear. For parts provided by the customer the supplier does not grant any guarantee.

8.4 The guarantee can be substantiated, at the sole discretion of the supplier, the verification or replacement of the product / component challenged. In individual cases, the supplier reserves the right to issue a credit note equal to the amount charged to the customer for the disputed product. The contested goods must be returned to the supplier free of charge at the request of these for verification. In the event of a notice of appeal under warranty for defects, the supplier will support, in addition to costs for the certification or the substitution, the direct costs for shipping, as well as those of assembly and disassembly, since they are in proper proportion to the value of the disputed products. 8.5 In all cases, the notice of appeal under warranty for defects, any other claim by the request for verification or replacement delivery, as compensation for the damage under warranty or for positive breach of contract, offense or due to impossibility, delay, failure or lack of implementation of the audit is limited to the provisions of paragraph 9.8.6 if the fault of the supplier provided the object can not be used by the customer in accordance with the contract due to error or omission of running tips and advice before or after the conclusion of the contract, or other accessory obligations, the supplier responds - to the exclusion of other claims by the customer - even then only under the provisions of paragraphs 8.4 and 9.8.7 1 warranty claims and other claims are barred after 12 months from the entry into operation, and in any event no later than 15 months after delivery.

## 9. Damages

9.1 In cases in which the supplier is answerable for damages, such liability is limited to willful misconduct and gross negligence of the owners or managers and the culpable violation of significant contractual obligations. The same is true of industrial property rights. In case of culpable violation of essential contractual obligations - except in cases of willful misconduct or gross negligence of the owners or managers - the supplier is liable only for damage typical of the contract, reasonably foreseeable. The exemption from liability does not apply in cases where, under current regulations on product liability in case of delivery item defects it is liable for damages to persons or to property of privately used objects.

## 10. Drawings and other documentation

10.1 The property and copyright of estimates, drawings and other documents delivered to the customer remains exclusive supplier. They can not be used for purposes other than those specified by the manufacturer, or transmitted or made available to third parties, unless authorized in writing by the supplier. 10.2 If the customer to the supplier to commission an administration of products made on the basis of projects, models, samples and / or other documentation of any kind procured by the customer test (see. Section 2.4), the latter assumes directly and at first person, even against third parties, all responsibilities related to their eventual partial and / or total violation of the exclusive rights of others with regard to this material, thus explicitly committing to keep absolutely harmless and fully indemnifies the provider from any and all claims or prejudice of any nature and especially. 10.3 The indemnity referred to in section 10.2 is granted totally exhaustive, unconditional and enforceable in any court also to any third party as a result of what the customer, to exempt the provider from any and all liability stating that every non compliance with any because both had, will never and under no circumstance will burden the same, and to that effect, in the event that this happens, says here of subrogation totally to the supplier, against any claims of third parties, even in any judgment, freeing specifically the same from any and all claims could be made by third parties regarding the material provided by the customer to the provider, as set out in paragraph 10.2.11. It bans on the sale and 'expressly forbidden to the customer to assign the rights arising from this contractual relationship, unless expressly authorized in writing by the supplier.

## 11. Place of jurisdiction, applicable law.

11.1 Place of performance for all deliveries and services is milan.

11.2 The exclusive place of jurisdiction for all disputes arising in connection with this contract is Milan. supplier, however, reserves the right to summon the customer in his jurisdiction. It applies the Italian law. It excludes the application of the rules of international trade, in particular excludes the un Convention of Vienna of 11 April 1980 on the International Sale of Goods contracts.

## 12. Preceding agreements

12.1 Any agreement, verbal or in writing, prior to the signing date of this writing is to be considered absolutely null and void and that for whatever reason, and also for the sole purpose of the mere interpretation of this contract.

## 13. Violations

13.1 Failure temporary exercise of consequent actions for any violations or disapplicazioni, also repeated one or more of the agreements and the clauses contained in

this contract shall not be construed as tacit acceptance of violations or disapplicazioni them.

## 14. Data protection

14.1 The client declares his consent to the personal data derived from the supply contract are kept by the provider for processing, reprocessing and evaluation, in accordance with the law and to come to these press, as necessary, to third parties (eg. subcontractors).

## 15. Approval

15.1 Expressed with the signing of this contract are expressly accepted all the terms contained therein without exception or reservation whatsoever.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Civil Code, the customer declares to approve independently and specifically the following clauses: General 1.Provisions; 2. Offers, orders; 3. terms of delivery; 4. pricing, delivery and transfer of risk; 6. provision of guarantees; 8. guarantees and other forms of responsibility; 9. compensation for damage; 10. drawings and other documentation; 11. jurisdiction.