

## GENERAL SALES CONDITIONS

### 1. Validity - Application

These General Sales Conditions discipline all the sales of products and/or services made by the Seller to the Purchaser.

Unless other agreements, which must appear in the Order Confirmation of the Seller, are made, these General Sales Conditions cancel/modify any other different clause appearing in the orders and correspondence of the Purchaser, and they prevail over any other general conditions or special differences indicated or referred to in the order made by, in the communication of, and/or made verbally by, said Purchaser.

Sending of the Order Confirmation by the Seller entails the full adherence of the Purchaser to the General Sales Conditions that follow.

### 2. Order Confirmation

The contract is completed when the Seller, following reception of an order from the Purchaser, sends an Order Confirmation that contains the essential elements of the supply, such as quantity, price, delivery and payment terms.

In the event of the conditions indicated in the order of the Purchaser being different from those in the Order Confirmation, the conditions of the Order Confirmation prevail. The Contract is considered to be completed according to the provided terms if the Order Confirmation is not questioned by the Purchaser within 3 (three) days from when it is received.

### 3. Non-payment or delayed payment

Default interest will be applied immediately if the invoices issued by the Seller are paid, even partially, after the agreed deadline. Said default interest will be charged under the conditions and in the measures indicated in Italian Legislative Decree 231 dated 09.10.2002, implemented by the Directive 2000/35/EC of the European Parliament and of the Council of 29 June 2000, without prejudice to the right to greater damages.

In addition, the non-payment, delayed payment, or even partial payment, of invoices gives the Seller the right, without prejudice to any other right, to suspend or demand early payment of the remaining supplies or, if said delay lasts for more than 60 days, to consider the Contract as being terminated and to suspend or cancel any other possible contracts that have already been signed; in such cases, the Purchaser cannot request compensation or benefits or reserves.

The Purchaser cannot suspend or delay payment of the amount due (and neither can the amount due be compensated) on the basis of claims made by the Purchaser regarding defects or differences in the supplied material.

#### **4. Material delivery and risks**

When the goods are delivered to the Purchaser, its appointees or the carrier, at the area agreed on in the Contract, the Seller is released from the obligation of delivery and all pertinent risks, none excluded; said obligations are transferred to the Purchaser, even in the case of sale with transportation or carriage paid, even to destination.

As the Seller is not responsible for any damage or shortages that occur after the goods are given to the Carrier, the Purchaser shall present any reservations, claims and lawsuits for any differences or damage found directly to said Carrier.

In the event of the Products not being collected by the Purchaser, the Seller can store them on behalf and at the risk of the Purchaser and, prior to notification of availability, invoice them as if they had been delivered.

#### **5. Delivery terms**

The delivery terms are extended by right if, for any reason beyond the Seller's control and diligence (for example unexpected events during production), including supplier delays and/or provisions by the Authority issued for any reason, delivery within the established terms is delayed, impeded or becomes excessively expensive.

In the event of the parties having agreed in writing that the Seller must pay a sum as penalty if delivery is delayed, the Purchaser cannot request sums that exceed the penalty as compensation for damages resulting from delayed delivery, consequential loss or damage, or loss of profits.

## **6. Guarantees**

The Seller guarantees that the materials answer the characteristics and conditions specified in the Order Confirmation.

The Seller is not, however, responsible for any processing, use, and operation that the material supplied to the Purchaser, or others on the behalf of same, undergoes, or for any damage resulting from said processing and/or use. In any case, the maximum limit of the possible compensation is determined as indicated in Paragraph 7.

As they are not waived from these General Sales Conditions, the pertinent Italian Laws in force at the moment of Contract conclusion are applicable in relation to the guarantee against defects in the item that was sold.

## **7. Claims and compensation**

In the event of claims being made because the goods do not correspond to what is specified in the Order Confirmation, claims regarding apparent faults must be made when the goods are received, with a specific note being written on the relative transport document, followed by a written claim made to the Seller within the following 8 working days. In the case of hidden faults, claims must be made within no more than 60 days from when the goods are received, and in writing to the Seller. In both these cases, the terms are fixed under penalty of invalidation.

Even if the claim is made quickly and considered valid after being verified by the technicians appointed by the Seller, Vendor default cannot be used as a reason for Contract termination. In the event of default, the Seller shall pay to the Purchaser, as compensation for damages, only the sum equal to the difference between the value of the ordered product and its depreciated value, with any major or other damage being excluded. Any indirect damage, as well as any damage deriving from defects/flaws in the product made from the material that was sold, are excluded.

The Purchaser forfeits the right to claim if processing or use of the material object of the claim is not immediately suspended.

### **8. Taxes payable by the purchaser**

When sold in the national territory, the prices in the invoice are increased by value added tax at the rate applicable when the goods are invoiced.

### **9. Force Majeure**

For the purposes of this Contract “Force Majeure” means any event that directly or indirectly prevents one of the Contract parties from fulfilling any of their obligations (excluding the obligations of payment, which are excluded from application of this clause) as a result of events that are outside the reasonable control of said parties, including and without limitation, strikes, boycotts, lockouts, fire, war (declared or not), civil war, pandemics, vandalism, compliance with authority laws, regulations or orders, uprisings and revolutions, sequestration, trade sanctions, power cuts, system or machinery faults, forfeiture, fire, flooding, storms or supplier, carrier or sub-contractor non-fulfilment.

In the event of one of the parties being prevented from or delayed in fulfilling any of their obligations because of a Force Majeure event, said party shall immediately inform the other party of when the pertinent event begins and ends, specifying the nature and reach. With the exception of the obligation of communication indicated previously, the parties shall not be held responsible if they cannot fulfil their obligations because prevented from doing so by a Force Majeure event, during the continuation of said event, and for the time needed to resume obligation fulfilment after said event has ended.

In case of one of the parties being prevented, because of a Force Majeure event, from fulfilling their obligations for a period of three uninterrupted months, both parties can terminate the Contract by



sending a written communication to the other party, without any responsibility save for those obligations that arose before the Force Majeure event was declared.

**10. Regulatory Requirements and Court of Competent Jurisdiction**

This Contract is regulated by Italian law. The parties agree to exclude application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and Italian laws that refer to the laws of other countries.

The Vicenza court has sole jurisdiction over any controversy involving the interpretation, execution and performance of this Contract.

Place, date

Signature

Signature

Pursuant to articles 1341 and 1342 of the Italian Civil Code, the parties declare to specifically approve clauses 4, 5 6, 7 and 10 because precisely discussed and negotiated.

Place, date

Signature

Signature