

## GENERAL CONDITIONS OF SALE

### PREMISE

The supplies of our Company will be regulated exclusively by the following general conditions of sale.

### 0. DEFINITIONS

In these general conditions of sale are meant:

for "Customer" the customer who signs these general conditions of sale;

for "Company" the proposing company these same conditions;

for "Product (s)" the products offered on the market by our Company.

### 1. CONCLUSION OF SALES CONTRACTS

Any price quotations or presentations or indications of the characteristics of the products by our Company do not constitute offers, but merely invitations to make an order. It is in fact understood that the contracts for the sale of the Products are concluded with the acceptance of the purchase order of the Customer through the approval of the order by our Company.

Purchase orders must be presented to our Company in writing and specify for each Product ordered quantity, price and our name.

These orders are always firm and binding for the Customer, regardless of the receipt of a written acceptance for a period of 5 days from the date they arrive at our Company, and they also become it for our Company by sending confirmation of order, except in any case as provided for in Articles 2 and 5.

Terms and conditions that are in contrast with or in any case contrary to these general conditions of sale, including those that envisage penalties for our company, are void and ineffective when not expressly accepted in the order confirmation. Therefore, the sales contract will be understood to be formed without such terms or conditions.

### 2. PRICES

In the absence of indication of prices in the purchase order or in the relative confirmation, the prices to be applied are those shown in the pricelist of our Company in force at the date of the order confirmation.

If increases in the materials, labor or other cost elements occur between the order confirmation and the delivery of the Products, our Company reserves the right to increase the price proportionally.

All prices shown on the pricelist and in the order confirmations, unless otherwise expressly indicated, are for goods delivered ex-works or warehouse of our company, excluding packaging (EXW, Incoterms CCI 2000).

### 3. NOT LISTED PRODUCTS

Our Company reserves the right to supply Products in executions other than those indicated in the catalogs, price lists, etc. , which however do not modify the functional characteristics or special products.

At this scope, wishing to purchase Products in such an execution, the Customer will expressly request that our Company may at its discretion accept or reject, it being understood that only the express and written acceptance will result in the formation of the related sales contract .

### 4. DELIVERY

The delivery is intended when the Products are made available to the Customer at the plants or warehouses of our Company (EXW, Incoterms CCI 2000).

If the Customer has not promptly provided for the withdrawal of the Products or has not given instructions regarding the shipment of the Products, as provided for in Article 6 below, the Products may be deposited at the choice of our Company in its warehouses, depots, organization sales or contact details, at the risk and expense of the Customer and without responsibility of our Company for their conservation.

If, together with the goods on the invoice, there were delivered steel pallets or caissons, the latter are to be considered on loan and therefore must be returned as soon as possible; therefore, their value does not contribute to forming the taxable base pursuant to Article 15, no. 4, D.P.R. 10/26/1972, n.633.

### 5. DELIVERY TERMS

It is understood that the delivery terms indicated by our Company, although being respected as far as possible, are always and only informative and that our Company assumes no responsibility for damages resulting from delays in delivery. Without being in any way obliged to pay any indemnity, our Company reserves the right to either unilaterally extend the delivery period or to withdraw from the contract, without any right for the Customer to any compensation, in the following cases:

a) circumstances of force majeure such as total or partial strikes, lack or insufficiency of motive power, fire, in the factories of our Company or in those of its suppliers and any other event not attributable to a cause imputable to our Company or its suppliers,

b) any changes accepted by our Company after receipt of the order,

c) difficulty in supplying raw materials.

In addition, our Company may unilaterally extend the delivery deadline or terminate the contract, with the right to compensation for damages suffered, in cases of inadequacy, inaccuracies or delays by the Customer in the transmission of the necessary information to execute the order.

**6. SHIPMENTS**

Our Company may, by specific agreement expressly accepted in the order confirmation, assume the responsibility to take care of the shipment or transport of the Products by assigning third party shippers or carriers, it being understood that the shipments and transports are always intended to be carried out on behalf of the Customer and at his own risk. Complaints for any tampering or shortages of products must therefore always be presented by the customer to our company that will turn them to the carrier. In the absence of instructions from the Customer, our Company declines any and all responsibility for the choice of means of transport, both for the rates charged by carriers and shippers.

Without prejudice to the above, unless otherwise agreed otherwise in the order confirmation, all shipping and transport costs from the establishments or warehouses of our Company are to be borne by the Customer. If it is agreed that the transport costs are even partially borne by our Company, the most economical means of transport can be used and, if requested by the Customer a different means, the greater expenses will be borne exclusively by the Customer. Furthermore, our Company reserves the right to send the small items by parcel post at the expense of the recipient even when a different means is requested.

**7. PAYMENTS**

Payments must be made to the domicile of our Company in the manner and terms indicated on the invoices, unless otherwise agreed. Any payment made in place and in a different manner does not free the Client from our Company. Once the established payment term has elapsed, without prejudice to the right to demand payment, our Company will accrue on its credit the default interest in the measure established by art.5 of Legislative Decree no. 231 of October 9, 2002. Our Company may also suspend the manufacture and delivery of the Products still in order or terminate the contract for the Products still to be delivered, giving notice to the Customer, who will not be entitled to compensation or compensation of any kind, except for any other right of the our company.

Any dispute regarding the Products does not free the Customer from the obligation to withdraw the entire quantity ordered and, in any case, from making all payments at the established expiry date.

**8. WARRANTY**

Everything possible will be done so that the descriptions, drawings and other information in the correspondence, in the catalogs, etc. be accurate, but our Company assumes no responsibility for inaccuracies that may exist in such documents. The warranty of our Company lasts one year from the date of delivery of the Products and is limited exclusively to the repair or free replacement of the parts recognized by the same as defective due to lack of essential quality of materials or deficiency of workmanship.

The Customer must also denounce the defects and apparent defects, or easily recognizable, of the Products within eight days of receipt and those hidden within eight days of their discovery, under penalty of forfeiture of the warranty. The complaint can never give rise to the total or partial termination of the contract by the Customer, and even less to the payment of compensation or indemnity of any kind on the part of our Company.

The contested Products must be returned free of charge to the Return Service of our Company.

The warranty is void if the products returned as defective have been tampered with or repaired, or used improperly.

The warranty does not cover damage or defects due to external agents, maintenance deficiency, overload, unsuitable lubricant, natural wear, incorrect type selection, assembly error or other causes not attributable to our Company.

The responsibility of our Company for the damages deriving to anyone from accidents of any nature caused by our defective products, will be only those that will derive from the Italian law.

**9. INDUSTRIAL AND INTELLECTUAL PROPERTY**

The sale of the Products does not give rise to the transfer to the Customer of any right of industrial or intellectual property inherent to the Products themselves (such as the ownership of patents for invention or for models, know-how, intellectual works, etc. or the right to use the same or to transfer them or grant them to third parties) or to elements complementary to them (such as software, drawings, calculation reports, etc.). These rights remain wholly and exclusively of ownership and availability of our Company and its donors and / or assignees, even when the Products sold are not listed and have therefore been manufactured on the basis of the specific requests and indications of the Customer.

**10. VALIDITY AND DEROGATIONS**

These general conditions of sale cancel or replace any previous edition of the same. Any exceptions or forecasts that are further or different from these general conditions of sale will be valid only if specifically and expressly accepted by our Company in the order confirmation.

**11. DOMICILE ELECTION**

The domicile of the Customer is elected at the registered office of the same, which in the absence of a different written communication is meant the one resulting at the time of sending the Purchase Order.

At this domicile elected by the Customer, our Company will be able to carry out all of its communications, as well as having the notification of all the deeds, including executive ones.

**12. DISPUTES**

For any controversy the Court of Como will be exclusively competent.

**13. APPLICABLE LAW**

The Italian internal law will be applied to these General Conditions of Sale.