



## GENERAL TERMS OF SALE

**1. Scope of application.** These general terms of sale regulate all supply agreements between the parties and are therefore valid, until revoked, for all purchase orders that will be issued, even when not materially attached to an order.

In the event of exceptions specified in writing, these terms of sale shall continue to be valid for the parts not concerned by the specified exceptions.

Any purchase order that is placed or offer that is accepted by the Purchaser or order confirmation issued by the Seller, in whatever form, shall therefore imply the full, complete acceptance of these general terms of sale, which the Purchaser declares to be perfectly aware of and to intend as prevailing over any Purchaser's own general terms of sale.

**2. Contract subscription terms.** Each and every order is binding on the Purchaser from the moment on which it is undersigned, while it only becomes binding on the Seller if it is not rejected in the 30 days following its receipt. The Seller shall have the right to cancel the order and not process it if, in its unquestionable judgement, the Purchaser's guaranteed degree of solvency should decrease.

**3. Delivery / installation.** The delivery date is stated in the order. Subject to different agreements in writing, goods shall be intended as delivered Free to the Carrier at Imola (FCA IMOLA), in accordance with the version of the text of the International Chamber of Commerce's INCOTERMS in force at the time of ordering.

Any delivery terms are in any case indicated for guidance only and shall not be binding on the Seller, which is therefore not bound to pay any compensation of any kind for any direct or consequential damages resulting from delayed deliveries.

The delivery terms shall be considered automatically extended, on the basis of both production capacity considerations and new technical data, should the Purchaser fail to timely fulfil the undertaken contractual obligations, and in any case, when:

- the owing payments or guarantees are not timely made or granted (e.g. in case of delays in sending advance payments, in opening letters of credit, etc.)
- the Purchaser fails to submit complete technical data (including logistics, license, authorisation data etc.) necessary for order processing;
- the Purchaser fails to promptly and adequately provide premises or areas where the purchased goods can be installed or fails to provide factory water and electricity supplies;
- the extensions is the result of acts of God or other causes beyond the Seller's control.

The Purchaser undertakes to show up to collect its goods within a term of 15 days from the notice of goods ready for delivery. Otherwise, the Seller shall have the right – subject to different agreements in writing – to make alternative arrangements for the goods or in any case, to terminate the contract. Unless otherwise agreed in writing, the installation and assembly of the purchased goods shall be carried out by the Purchaser and at the Purchaser's expense.

If the Seller is in charge of installation and assembly, the Purchaser hereby authorises the Seller to subcontract the required tasks, wholly or in part, to qualified personnel.

Safety requirements shall be specified separately in the offer/order and may not be subject to price reductions/discounts.

Subject to different written agreements, any waste disposal costs shall be covered by the Purchaser.



**4. Penalties.** Should the Purchaser fail to timely collect the purchased goods on the agreed delivery date, the Seller shall charge to the Purchaser, starting from the third week of delay, storage charges equal to 1.5% of the value of the goods for each week of delay, up to a maximum rate of 6%.

Should the Purchaser's failure to collect the goods extend beyond 6 weeks, or in any case, in the event of order cancellation by the Purchaser, and unless the Seller prefers, entirely at its own discretion, to demand the fulfilment of the contract, the order shall be considered lawfully cancelled in accordance with art. 1456 of the Italian Civil Code, with the Purchaser being requested to pay, by way of penalty, a sum equal to 40% (forty per cent) of the supply price.

The Seller shall have the right to retain any payments in advance, up to the achievement of the required total amount and to the recovery of any contract expenses incurred by the Seller, without any prejudice to its right to claim any excess damages.

**5. Payments.** The payment venue shall be the company's administrative head office in Imola (BO).

The product prices shall be those quoted in the current price list at the time of acceptance of the offer by the Purchaser or of issuing the Order Confirmation by the Seller. The Seller reserves the right to amend the applicable price list at any time, after notifying the Purchaser in writing.

Payments are only valid if made directly to the Seller, any other form of payment to anyone and for any account being expressly excluded.

The deadlines fixed for the payments are considered peremptory. Any payment delay, without placement in default being required, shall imply:

- charging legal interest, revaluation and damages by the terms of art.1224 of the Italian Civil Code, the whole being hereby agreed to be globally equivalent to the deferred interest rate in force at the time by the terms of Dlgs.231/2002 increased by 3 points.

- a suspension of the supply and/or guarantee until regular payments are resumed, it being understood that the original guarantee deadline shall remain unchanged;

- the right for the Seller to claim payment of the residual amount owing in a single payment, with the Purchaser's express forfeiture of the benefit of the term;

The above without any prejudice to the Seller's right to terminate the agreement and request payment of any excess damage suffered.

Any taxes, duties and bank bill charges and any other charge that may have an impact on the sale price shall be covered by the Purchaser. Any tax exemptions or facilities must be notified in writing by a statement made on the Purchaser's own civil and criminal responsibility within a term of 5 days from receiving the order.

Any claim regarding the processing of the order shall not entitle the Purchaser to suspend or delay payments. The Purchaser and Seller shall each pay their own bank charges. Should the choice of payment terms or of an operating bank by the Purchaser imply particularly significant bank charges for the Seller, the Seller reserves the right to charge to the Purchaser any costs in excess of the standard market costs quoted by its usual bank.

**6. Guarantee.** The technical specifications and characteristics printed in the Seller's catalogues, price lists and promotional material are supplied as an indication only and are therefore not binding. Each and any alteration of the supplied goods to comply with the applicable laws in force in the country of final destination shall occur through the submission of specific requests by the Purchaser (this also applies to capacity, operation, noise, safety devices etc.), as the Seller supplies all the guarantees requested by the law of its own country.

The Seller guarantees the supplied goods for a period of 12 (twelve) months after delivery and undertakes to repair or replace during the said period any parts that – due to material faults, or design, manufacturing or assembly faults – should be found defective. The replaced parts shall remain the Seller's property.

No indemnity or compensation of any kind may be claimed by the Purchaser for the periods of time during which the goods/equipment cannot be used because of repairs/replacements having to be carried out under the guarantee.



The Purchaser must report in writing, under penalty of nullity, by a motivated and documented deed, any detected delivery errors or visible defects within a term of 2 weeks from the date of receipt. After the above-mentioned period of time, the Seller shall consider the goods accepted by the Purchaser.

Any hidden faults or defects must be reported in writing not later than 8 days from their respective date of detection.

THE FOLLOWING PARTS ARE EXCLUDED FROM THE GUARANTEE: glass items and any parts exposed to normal wear-and-tear.

The Purchaser shall forfeit its guarantee rights if – without the Seller's written authorisation:

- it introduces modifications, carries out repairs or has repairs carried out without the Seller's intervention or authorisation;
- it fails to make payments by the required deadlines;
- the accessory equipment and installations to be provided by the Purchaser have not been supplied in a workmanlike manner, either wholly or in part.

No liability or guarantee obligation may be attributed to the Seller for damages or faults of any kind which may result from the misuse or poor maintenance of the goods and/or any conduct not in compliance with the manual prescriptions and use and maintenance instructions.

In the event of the Seller's liability under the guarantee, the Purchaser shall in any case be entitled to payment of any suffered damage in any form up to a maximum limit of 6% of the whole supply price, also in the event of direct damages, and notwithstanding the fact that the suffered damage may be higher.

All extra damages, including any resulting from discontinued production or down-time, as well as any indirect or consequential damages, are expressly excluded.

**7. Retention of title.** The goods included in the scope of the supply shall remain the Seller's property until payment of the agreed price in full (including any accessories), without the Seller being exposed to any of the risks detailed in art. 1523 of the Italian Civil Code, it being understood that the supplied goods may be claimed back, wherever they are located, and even if joined to or integrated with other assets owned by the Purchaser or by third parties. In accordance with art. 1523 of the Italian Civil Code, all the risks, dangers and consequences, including the deterioration and/or damaging of the sold goods, resulting from thefts, fires, accidents, incidents, personal injuries, damages to property or otherwise, shall therefore be exclusively attributable to the Purchaser. The Purchaser undertakes to carry out whatever is necessary to enforce, within the Country and in the place of destination of the goods, and in the most far-reaching form legally permissible, the Seller's right to the retention of title to the goods. The Purchaser may not in any way make use of goods to which retention of title provisions are applicable, and is requested to inform any third parties of such retention of title in favour of the Seller, as well as to bear all the necessary costs to ensure that the goods are not subjected to any liens or that they are released from any liens. In the event of contract termination due to the Purchaser's breach of contract, all the payments made, notwithstanding their amount, shall be retained by the Seller in accordance with art. 1526 of the Italian Civil Code, without any prejudice to its right to claim damages.

**8. Contract termination.** If the Purchaser asks that the contract/order be cancelled before beginning its execution or processing, the Seller may agree on condition that the Purchaser has already paid at that time a sum equal to 40% of the total agreed price, which will be retained by way of penalty, without any prejudice to any compensation for any excess damages that may be suffered. Any amounts paid as down-payments or advance payments for the order in question, if lower than 40%, shall be considered paid towards such required amount. In any case, down payments are requested to guarantee the performance of all of the Purchaser's obligations to the delivery date. In any event of



contract termination by the Seller, the Seller shall have to return the received advanced payment only and not twice that amount.

**9. Intellectual property rights and confidentiality.** The Seller shall exclusively retain all intellectual and industrial rights to any designs, projects, drawings, models, technical and design solutions and any other documents that may be created in relation to the sold products, and such rights may not in any case be intended as transferred to the Purchaser. The Purchaser therefore expressly undertakes not to make use of the received technical information and drawings, and not to reproduce any of them on any medium, for any other purposes than those strictly required by the processing of the order.

**10. Miscellaneous.** Without any prejudice to the products' essential characteristics, the Seller reserves the right to modify the dimensions and technical specifications of its products. It also reserves the right to change its products' coating with other types similar by colour and composition. The relationship between the Seller and the Purchaser is exclusively governed by the provisions contained in the order and in the present terms. Any modification hereto or different provisions must form the object of explicit written agreements. The Purchaser's transfer of rights or obligations resulting from this agreement, without the Seller's preliminary authorisation in writing, shall be considered not valid.

The total or partial invalidity of one or more clauses hereof shall not affect the validity of the remaining clauses. Waiving the right to take action against the breach of any of these General Terms may not be construed as a waiver of the right to enforce the rights and/or faculties related to or resulting from such Terms.

**11. Contact information / MOG.** Pursuant to Act 196/03, the Purchaser expressly agrees to the processing of its personal information and authorises the Seller to use its name and address as contact information to add to the customer list for technical and commercial promotion activities.

The Purchaser declares to be familiar with the MOG (Organisation, Management and Control Model) pursuant to the Italian Law Decree 231/2001 (MOG) adopted by the Seller, and therefore, to comply with its prescriptions as well as with the prescriptions and principles of the Italian Law Decree 231/2001. The Seller shall have the faculty, in accordance with and for the effects and purposes of art. 1456 of the Italian Civil Code, to lawfully terminate the agreement in case of breach of contract.

**12. Court having jurisdiction and applicable law.** These General Terms of Sale and the ensuing contracts/orders are governed by the Italian law, with the explicit exclusion of the United Nations' Convention on Contracts for the International Sale of Goods (Vienna 1980). For any controversies regarding the construction and/or enforcement of these Terms and the ensuing or related orders, the Law Court of Bologna shall be the sole competent court.

THE PURCHASER (stamp and signature).....

SPECIFIC APPROVAL: I declare to have closely examined the clauses 1. (scope of application); 2. (contract subscription terms); 3. (delivery); 4. (penalties), 5. (payments), 6. (guarantee); 7. (retention of title.); 8. (contract termination); 11. (Contact information / MOG), 12. (court having jurisdiction and applicable law) and to specifically approve them also by the terms and for the purposes of arts. 1341 and 1342 of the Italian Civil Code.



THE PURCHASER (stamp and signature).....