GENERAL TERMS OF SALE

**1. Conclusion of the Sale Agreement**

The agreement is deemed concluded when the buyer becomes aware of the confirmation of the order, or

otherwise, upon delivery of the products. The supplier reserves the right to suspend performance of the sale agreement, if the buyer is not fully up to date with previous payments.

**2. Delivery of the Products**

The products shall be delivered “ex works” within the meaning of Incoterms 2000, save where expressly provided otherwise in the confirmation of the order or the sale invoice. Deliveries may exceed or fall short of the commercial weight ordered and/or confirmed by a permitted tolerance rate of 5%.

**3. Product Features — Warranty**

The supplier’s warranty is limited to the product in its original, unaltered state, and to product conformity with the technical specifications provided by the buyer. The supplier assumes no liability whatsoever for the

processing and/or use of the product by the buyer who shall be free to process/use the product as he deems fit in light of his own productive know-how regarding the suitability of the product for the process/use to which it is to be subjected by the buyer.

**4. Complaints — Returns**

The buyer shall be bound to inspect the products supplied upon receipt of the same, recording any and all

visible defects in the consignment note/CMR waybill. The buyer shall be bound to report any and all defects

immediately upon discovery of the same, and in any event, within no more than two months following delivery, specifying the lot number, delivery date, type of defect and the quantity found to be defective, in each case. Non-compliance with the said reporting deadline shall be construed as unconditional acceptance of the products, and forfeiture of the right to raise any complaints whatsoever in such regard. In no case shall the supplier be held liable for indirect damages pertaining to the performance of the sale agreement. In particular, the supplier declines liability for machine downtime. The filing of a complaint or the report of a defect shall in no way be construed as exempting the buyer from his obligation to pay for the products in question, in accordance with the agreed payment terms.

**5. Prices — Weights—Billing and payment conditions**

Buyers shall be notified of end product prices by order confirmation or through sales invoice. The prices may be increased by the seller if, in the period between the date of the order and the delivery, price increases occur for raw materials that are used in the production of products covered by the order. In this case the supplier will communicate to the buyer the new price, justifying the amount of the increase. If the buyer does not accept the price change, the contract will be considered terminated as of right and shall have no effect between the parties.

The weight of delivered and billed products shall be established according to BISFA regulations if applicable. Customers shall pay for the amount effectively delivered. Unless otherwise indicated in order confirmation and/or invoice, payment shall be settled 30 days after billing date and in the currency indicated therein.

Supplier reserves the right to unilaterally amend and/or renegotiate terms of payment laid down in order confirmation and/or invoice with buyer in the event that the credit assurance agency used by supplier reduces the warranty of latter in relation to reference customer.

Payments through receivables shall only be considered settled on effective receipt of receivable amount.

Should payment be delayed with respect to the agreed date, the Buyer shall pay to the Seller interest for late payment in conformity with D.Lgs. 231/2002, starting from the payment intimation.

**6. Reservation of Title**

1) All sales are made subject to reservation of title.

2) Ownership of goods passes to the purchaser only upon full payment of the goods price by the purchaser.

3) The purchaser is entitled to process or sell the products supplied, but not to pledge them or assign them

as collateral.

4) In case of payment default, the purchaser shall allow the supplier to repossess the goods for which title

was retained.

5) The purchaser shall also insure the products supplied for a suitable amount in favour of supplier until full

payment thereof has been made.

**7. Force Majeure**

The supplier shall not be liable for any breach, including a partial breach, caused by events of force majeure

or events that cause a delay in its own activities or those of its suppliers.

**8. Packing Material**

Where necessary, through a document attached to the invoice, the supplier shall specify the list and amount

of packing materials that are and shall remain its property. These materials are provided for use to the purchaser free of charge and on a temporary basis and must be made available for collection by the supplier

no later than 45 days from the delivery date. The supplier shall be entitled to charge the cost of the packing

materials in the event the purchaser fails to return them within the agreed time.

**9. Information on the Processing of Personal Data**

The personal data provided may be processed in relation to the activities carried out by the supplier.

Personal data must be provided in order for the supplier to be able to fulfil its contractual and legal obligations; these data shall be processed in compliance with the law, by using paper supports and/or computerized means, in any case through adequate means in order to ensure their security and confidentiality. Failure to provide personal data shall be assessed with respect to the impact of undisclosed data on the management of the business relationship.

Data may be disclosed in Italy and/or abroad to all natural or legal persons who may need to process them in order to comply with their obligations in relation to the business relationship. The purchaser may at any time exercise its rights to be informed and to obtain the erasure, correction, updating and supplement of its own personal data, and to object to their use for the purposes stated herein. The Data Controller is the company specified in the heading of this document.

**10. Jurisdiction and Applicable Law**

For all disputes arising from the performance of this sales contract the Court of Rovereto (Trento, Italy), shall have exclusive jurisdiction. All sales of the products are governed solely by the following terms and

conditions. Any different agreement shall be made in writing and signed by the supplier for acceptance.

For all matters not covered by these terms and conditions the Italian law shall apply.