

All sales are subject to the following

GENERAL TERMS AND CONDITIONS

1. Application

1.1. This Agreement (the .Contract.) between Seller and Buyer with respect to the sale of goods described on the other side hereof (the .Goods.) shall consist of the terms appearing hereon and on the other side hereof, together with any additions or revision of such terms mutually agreed to in writing by Seller and Buyer.

1.2. Each modification to the general terms herein contained should be expressly approved and undersigned by the contracting parties. Seller shall not be bound by any addition or different terms, whether printed, stamped or otherwise written in Buyer.s purchase order or in any other communication from Buyer to Seller unless specifically agreed to by Seller in writing.

1.3. This Agreement is governed by the Laws of Italy.

1.4. THE BUYER WHICH RECEIVES THE GOODS LISTED IN THE FIRST PART, ACCEPTS THE APPLICATION OF THE GENERAL TERMS HEREIN CONTAINED AND WAIVES THE APPLICATION OF ITS GENERAL BUYING TERMS, IF ANY. THE BUYER, THAT DOES NOT WANT THE APPLICATION OF THE GENERAL TERMS HEREIN CONTAINED, MUST COMMUNICATE IN WRITING ITS DISSSENT TO SELLER WITHIN EIGHT DAYS SINCE THE DELIVERY OF THE GOODS.

1.5. BUYER DECLARES THAT IT IS PERFORMING THIS CONTRACT AS A PROFESSIONAL USER. IN DEFAULT IT UNDERSIGNS TO COMMUNICATE PROMPTLY IN WRITING TO SELLER THAT THIS SALE IS NOT INTENDED TO BE DONE TO A PROFESSIONAL USER. The general terms herein after contained in no case would obstacle the application of the special rules applicable to non professional users (final consumers).

2. Characteristics of the goods - Modifications

2.1. ANY INFORMATION OR DATA RELATED TO TECHNICAL FEATURES AND/OR SPECIFICATION OF THE GOODS CONTAINED IN DEPLIANTS, PRICE LISTS, CATALOGUES AND SIMILAR DOCUMENTS SHALL BE BINDING ONLY TO THE EXTENT THEY ARE EXPRESSLY REFERRED TO IN THE CONTRACT.

2.2. Seller may make any change to the Goods, which , without altering their essential features, appears to be necessary or suitable in the respect of law rules or in order to increase Goods. functionality or safety.

3. Prices

3.1. Unless otherwise indicated, all the prices are V.A.T. and other taxes excluded.

3.2. Unless otherwise agreed, all the prices are intended Ex works (EXW INCOTERMS). It is agreed that any other cost or charge (packaging, insurance, trasport, etc.) shall be for the account of the Buyer.

3.3. The applied prices are the ones resulting from Seller.s price list effective at shipment time. PRICES ARE SUBJECTED TO CHANGE WITHOUT NOTICE if not contained in a quotation expressly qualified as irrevocable. All Seller.s quotations automatically expire thirty calendar days from the date of issue and are subject to withdrawal by notice within this period.

4. Delivery terms

4.1. Delivery dates are not guaranteed but are estimated on the basis of immediate receipt by seller of all information to be furnished by Buyer and the absence of delays, direct or indirect, resulting from or contributed to by circumstances beyond Seller.s reasonable control. If not expressly convened in writing by the parties as peremptory, all the delivery dates are merely indicative and give no right to the Buyer to request at any title reimbursements or penalties for delays in the shipment.

4.2. Seller reserves the right, within ten days from the foreseen shipment date and giving a written notice (also by facsimile) to the Buyer, to differ up to further ninety days the delivery, stating, as far as possible, the estimated date of delivery.

4.3. Any delay caused by force majeure (as defined in art. 9.1) or by acts or omissions of the Buyer (e.g. the lack of indications which are necessary for the supply of the Goods, Buyer.s refusal to take delivery of the Goods, etc)., shall not be considered as a delay for which Seller is responsible.

4.4. Except in case of Seller.s fraud or gross negligence, the performance of the written communication indicated in art. 4.2 or the occurrence of one of the force majeure events described in art. 4.3 or 9.1 exclude the Buyer.s right to claim for any compensation for damages arising out of non-delivery or delayed delivery of the Goods.

5. Shipment - Complaints

5.1. Except as otherwise agreed, the supply of the Goods will be Ex works (EXW Incoterms), even if it is agreed that Seller will take care, in whole or in part, of the shipment of the Goods.

5.2. In any case, whatever the delivery term agreed between the parties, the risks on the sold Goods will pass on to the Buyer, at the latest, on delivery of the Goods to the first carrier.

5.3. ANY COMPLAINT RELATING TO PACKING, QUANTITY, NUMBER OR EXTERIOR FEATURES OF THE GOODS (APPARENT DEFECTS) MUST BE NOTIFIED TO SELLER BY REGISTERED LETTER, WITHIN EIGHT DAYS FROM RECEIPT OF THE GOODS; FAILING SUCH NOTIFICATION THE BUYER.S RIGHT TO CLAIM THE ABOVE DEFECTS WILL BE ORFEITED. ANY COMPLAINT RELATING TO DEFECTS WHICH CANNOT BE DISCOVERED ON THE BASIS OF A CAREFUL INSPECTION UPON RECEIPT (HIDDEN DEFECTS) SHALL BE NOTIFIED TO SELLER, BY REGISTERED LETTER, WITHIN EIGHT DAYS FROM DISCOVERY OF THE DEFECTS: FAILING SUCH NOTIFICATION THE BUYER.S RIGHT TO CLAIM THE ABOVE

DEFECTS WILL BE FORFEITED.

5.4. If any apparent defect occurs (packing, quantity, number or exterior features of the Goods) Seller may remedy any failure to perform its obligations within thirty days since the receiving of the communication described in art. 5.3. Except in case of fraud or gross negligence, such Seller's timely intervention excluded the Buyer's right to claim for any further compensation for damages arising out of non-delivery or delayed delivery of the Goods.

5.5. It is agreed that any complaints or objections do not entitle the Buyer to suspend or to delay payment of the goods as well as payment of any other supply.

6. Payment conditions

6.1. If the parties have not expressly specified the terms and conditions, payment must be made at Goods shipment.

6.2. In every case payments should be done at Seller's place of business or at the Italian Bank expressly indicated.

6.3. Unless otherwise agreed, any expenses or bank commissions due with respect to the payment shall be for the Buyer's account.

6.4. In case of delay in payment with respect to the fixed payment date, the Buyer shall pay to Seller, on the due amount, an interest equal to the sum of the interest rate applied by the European Central Bank to its most recent main refinancing operation plus ten percentage points, starting from the date on which payment was due.

In every case the applied interest rate should not exceed the limits set forth in the Italian Law n. 108 dated March 07, 1996. The payment of such interest does not forfeit Seller's right to pretend the further damages it has suffered.

7. warranty for defects

7.1. SELLER UNDERTAKES TO REMEDY ANY DEFECTS, LACK OF QUALITY OR NON-CONFORMITY OF THE GOODS FOR WHICH IT IS LIABLE, OCCURRING WITHIN TWELVE MONTHS FROM DELIVERY OF THE GOODS, PROVIDED SUCH DEFECTS HAVE BEEN TIMELY NOTIFIED IN ACCORDANCE WITH ART. 5.3. Seller will have the choice between repairing or replacing the Goods which have shown to be defective.

7.2. SELLER DOES NOT WARRANT THAT THE GOODS ARE CONFORM TO SPECIAL SPECIFICATION OR TECHNICAL FEATURES OR THAT THEY ARE SUITABLE FOR PARTICULAR USAGES EXCEPT TO THE EXTENT SUCH CHARACTERISTICS HAVE BEEN EXPRESSLY AGREED IN WRITING BY THE PARTIES UPON IN THE CONTRACT OR IN DOCUMENTS REFERRED TO FOR THAT PURPOSE IN THE CONTRACT.

7.3. EXCEPT IN CASE OF FRAUD OR GROSS NEGLIGENCE, SELLER'S ONLY OBLIGATION IN CASE OF DEFECTS, LACK OF QUALITY OR NON-CONFORMITY OF THE GOODS WILL BE THAT OF REPAIRING OR REPLACING THE DEFECTIVE GOODS. IT IS AGREED THAT THE ABOVE MENTIONED GUARANTEE (I.E. THE OBLIGATION TO REPAIR OR REPLACE THE GOODS) IS IN LIEU OF ANY OTHER LEGAL GUARANTEE OR LIABILITY AND EXCLUDES ANY OTHER SELLER'S LIABILITY (WHETHER CONTRACTUAL OR NON-CONTRACTUAL) WHICH MAY ANYHOW ARISE OUT OF OR IN RELATION WITH THE GOODS SUPPLIED (E.G. COMPENSATION OF DAMAGES, LOSS OF PROFIT, RECALL CAMPAIGNS, ETC.).

7.4. Should any lack of conformity be found in goods sold to consumers, Buyer renounces to any right of redress against Seller according to art. 1519-quinques of the Italian Civil Code.

7.5. The Buyer could not directly return faulty Goods to Seller who reserves - in such an occurrence - the right to send them back to the Buyer. Any return of faulty Goods should be previously defined with Seller's Export Sales Office. Returned Goods should be accompanied by a letter listing product's code, detailed description of the found faults, description of the repairing attempts performed, description of the machinery in which the faulty Goods was assembled, Good's working life.

7.6. Seller is not responsible for direct or indirect damages or injuries the sold Goods could commit to persons, things or third persons, even if such damages or injuries are due to Good's faults in the material or in the assembly.

7.7. In no case any warranty will cover the defects that could arise from a wrongful use or assembly of the supplied Goods or that are consequent to modifications not expressly authorized in writing by Seller or that attain to supplied Good's natural wear and tear.

8. Retention of title

8.1. IT IS AGREED THAT THE DELIVERED GOODS REMAIN SELLER'S PROPERTY UNTIL THE BUYER HAS PAID THEM IN FULL. The risks on the sold Goods (theft and damages included) will therefore pass on to the Buyer at the delivery.

8.2. The Buyer undertakes to promptly inform Seller in writing (by registered letter or facsimile) should any distraint or executive procedure on the delivered Goods be invoked or performed.

8.3. The Buyer, until their complete payment is performed engages to let Seller's delegates to inspect the received Goods at its place of business.

9. Force majeure

9.1. SELLER RESERVES THE RIGHT TO SUSPEND THE PERFORMANCE OF ITS OBLIGATIONS WHEN SUCH PERFORMANCE BECOMES IMPOSSIBLE OR EXCESSIVELY BURDENSOME BECAUSE OF UNFORESEEABLE EVENTS BEYOND ITS CONTROL, SUCH AS STRIKES, BOYCOTTS, LOCK-OUTS, FIRES, WARS (DECLARED OR NOT), CIVIL WAR, RIOTS, REVOLUTIONS, REQUISITIONS, EMBARGO, ENERGY BLACK-OUTS, DELAYS IN THE DELIVERY OF COMPONENTS OR OF RAW MATERIALS.

9.2. The performance of Seller's obligations should be considered excessively burdensome in the sense of the previous art. 9.1 if the added cost Seller has to stand exceeds 10% of the final cost of the Goods it has to deliver.

10. Jurisdiction

10.1. THE ITALIAN LAW COURTS WHERE SELLER HAS ITS REGISTERED OFFICES SHALL HAVE THE EXCLUSIVE JURISDICTION IN ANY ACTION ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT.

10.2. HOWEVER, AS AN EXCEPTION TO THE PRINCIPLE CONTAINED IN ART. 10.1, SELLER IS IN ANY CASE ENTITLED TO BRING ITS ACTION IN FRONT OF THE COMPETENT COURTS OF THE PLACE WHERE THE BUYER HAS ITS REGISTERED OFFICES.