

GENERAL TERMS AND CONDITIONS

Art. 1 Scope of application

The following Terms and Conditions regulate all supply agreements between the Parties. In the event of written waivers, the following Terms and Conditions will continue to regulate all parts which are not explicitly addressed in the waiver. Any purchase terms drafted by the buyer will not be applicable in the agreement unless explicitly accepted in writing by Soffieria Sestese s.r.l. and in any case will not void the validity of the following General Terms and Conditions, which they will have to be coordinated with.

Art. 2 Contract Formation

The buyer's acceptance of the offer or the order confirmation by Soffieria Sestese s.r.l., in any form, entail the application of the following Terms and Conditions.

Offers made by agents, representatives and commercial auxiliaries on behalf of Soffieria Sestese s.r.l. are non-binding for the latter until they have been confirmed in writing by Soffieria Sestese s.r.l.

All Sales offers expressed by Soffieria Sestese s.r.l. have a validity of 30 days and only apply to the complete offer quoted.

Once this time has elapsed, the offer will no longer hold any validity. Offers do not, in any case, include: supply of manuals, training, start-up assistance or similar services, unless explicitly specified within the offer itself.

Art. 3 Technical data and documents relevant to the supply

Sizes, weights, prices, performances, **colours** and all data associated with the products supplied and available in catalogues, price lists, newsletters or any other explicative material, issued by Soffieria Sestese s.r.l., as well as sample characteristics, have an illustrative nature and are non-binding, unless specified as such in an offer or in an order confirmation. Soffieria Sestese s.r.l. reserves the right to modify, at any moment, its products specifications in order to improve performance, with prior confirmation to the Buyer should the changes be substantial (i.e. changes that affect: installation, product compatibility, etc.).

Art. 4 Prices and Payment

Product prices refer to the price list in effect at the time of acceptance of the sales offer by the Buyer or at the time of order confirmation by Soffieria Sestese s.r.l.

Soffieria Sestese s.r.l. reserves the right to modify, at any moment, the current price list, with written communication to the Buyer, in the event the price for the materials, manpower or any other production factor should increase, influencing production costs.

Prices are intended to be FCA (FCA Incoterms 2010), unless otherwise agreed in writing between the Parties.

Payments are to be made in accordance with the indications included in the offer or order confirmation.

Payments and any other sum due in any capacity to Soffieria Sestese s.r.l. must be made directly to the Vendor. Any payment made to agents, representatives or commercial auxiliaries are not considered as valid, and therefore do not clear the Buyer of any obligation, until the sums reach Soffieria Sestese s.r.l.

Unless otherwise specified, all payments are to be made in Euro.

All prices shown in other currencies are subject to change as a result of the variation of exchange rates.

Any delay or irregularity in payment confers to Soffieria Sestese s.r.l. the right to:

- a) suspend all current supplies, including those not related to the payment in question;
- b) change the Payment and Discount terms for subsequent supplies, requesting advance payment or further guarantees;
- c) request, starting from the payment due date and without formal notice of default, all arrears on the due sum, as regulated by current laws on commercial transactions (specifically D.lgs. 231/2002 and following integrations), without prejudice to the right for Soffieria Sestese s.r.l. to request compensation of the damage suffered.

Furthermore, in the aforementioned cases, any sum due to Soffieria Sestese becomes immediately collectable. The Buyer will be compelled to pay all products in full should any objection, criticism or controversy arise after payment has been made. The Buyer pre-emptively renounces any right to claim compensation with credit, however originated, towards Soffieria Sestese s.r.l.

Art. 5 Retention of Ownership

Ownership of the products will transfer to the Buyer only after full payment for the supply has been made. In the event of payment delays by the Buyer, Soffieria Sestese s.r.l. can, without notice, including default, repossess all products, wherever located, with reserve to further pursue remedy for any damage incurred, including the Vendor's right to retain, as penalty, any sum already paid in advance.

Art. 6 Delivery

Unless otherwise specified, product supply is intended to be FCA (FCA Incoterms 2010), and therefore all risks related to the products are transferred to the Buyer once products are handed to the Courier.

Delivery terms are indicative in nature and are calculated on working days, relieving Soffieria Sestese s.r.l. of any responsibility for damage caused by early or late delivery, full or partial.

In the event the Buyer is late on payments relative to other supplies, delivery can be suspended by Soffieria Sestese s.r.l. until the Buyer has made all payments due.

Regarding delivery quantities, the Buyer acknowledges tolerance use to Soffieria Sestese s.r.l.

In the event that, for reasons not attributable to Soffieria Sestese s.r.l., the Buyer or Courier do not take delivery of the goods, Soffieria Sestese s.r.l. will, after prior confirmation to the Buyer, stock the products, charging any further cost to the Buyer.

Art. 7 Excusable delays

Soffieria Sestese s.r.l. shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results, directly or indirectly, from:

- a) events or circumstances outside its reasonable control or force majeure;
 - b) actions (or omissions) of the Buyer, including failure to submit information and approvals necessary for Soffieria Sestese s.r.l. to carry out its work and subsequently deliver goods;
 - c) failure to comply with payment terms;
 - d) impossibility to obtain materials, components or services necessary for production and delivery of goods.
- Should one of the aforementioned situations occur, Soffieria Sestese s.r.l. will promptly inform the Buyer of possible delays and provide a new delivery date. If the delay is caused by actions or omissions by the Buyer, or by the Buyer's contractors or suppliers, Soffieria Sestese s.r.l. shall have the right to review the price accordingly.

Art. 8 Technical standards and responsibilities

Products by Soffieria Sestese s.r.l. are in compliance with current Italian legislation. Consequently, the Buyer accepts responsibility to verify any discrepancy between Italian and national laws of the destination Country, relieving Soffieria Sestese s.r.l.

Soffieria Sestese s.r.l. guarantees the performance of its manufactured products only in relation to uses, applications, tolerances, etc. expressly indicated or expressly agreed upon in contract.

Art. 9 Patents

Soffieria Sestese s.r.l. shall relieve the Buyer of any responsibility resulting from third-party claims regarding forgery or industrial property right infringements for Soffieria Sestese s.r.l. products.

In the event of third-party claims, the Buyer shall promptly inform Soffieria Sestese s.r.l. and supply any relevant information or assistance useful to challenge said claim.

The aforementioned terms will not be applicable for all those products made to the Buyer's design, project, indication and/or technical specifications, for which Soffieria Sestese s.r.l. accepts no responsibility for third-party industrial right infringement, for which the Buyer alone shall be responsible, and shall relieve Soffieria Sestese s.r.l. of any responsibility and defence cost that should arise.

Art. 10 Warranty

Soffieria Sestese s.r.l. guarantees that the supplied products match, in quality and type, what is specified in the contract, and that they are free of faults that could render them unsuitable for their intended use.

Warranty on manufacturing faults is limited to those faults attributable to materials used or project and manufacturing problems attributable to Soffieria Sestese s.r.l.

The warranty does not cover faults attributable to normal wear and tear.

The validity of the warranty is subject to payment of the products.

Unless otherwise specified in writing, the warranty has a duration of 12 months.

The aforementioned warranty is valid on the conditions that the products have been correctly stored and used in conformity with the instructions contained in the technical files supplied by Soffieria Sestese s.r.l., that no repairs, modifications or alterations have been carried out without the prior written consent of Soffieria Sestese s.r.l.

The Buyer is completed to verify product conformity, and the absence of faults within 7 days of delivery, and before any application. The Buyer shall report, under penalty of invalidation, any fault or defect, in writing, no later than 7 days after delivery, while occult defects shall be reported within 7 days of discovery, and in any case, within the warranty period.

Claims are to be presented in writing to Soffieria Sestese s.r.l. and shall include details regarding any fault or non-conformity found.

The Buyer loses any claim to warranty in the event that Soffieria Sestese s.r.l. is not permitted to carry out reasonable product checks, or if the products are not returned within 7 days of the request.

Following a correct claim, Soffieria Sestese s.r.l., shall choose whether to: a) repair the products; b) supply, at no additional cost to the Buyer, products of the same type, and in the same quantity as the defective ones; c) issue a credit note to the Buyer equal to the invoiced value of the returned products. In these cases, Soffieria Sestese s.r.l. will have the right to request the return of the faulty products, for which it will acquire ownership.

In the event that the faults are not attributable to Soffieria Sestese s.r.l., repair and replacement costs will be invoiced to the Buyer. The warranty described herein includes and supersedes legal warranties for faults and conformity, and relieves Soffieria Sestese s.r.l. from any other responsibility deriving from the supplied products; specifically, the Buyer shall not advance any request for damage compensation, and in no case shall Soffieria Sestese s.r.l. be held responsible for indirect or consequential damage.

Art. 11 Damage Compensation

The responsibility of Soffieria Sestese s.r.l., should it derive from failure to execute the contract, warranty, tor/delict or should it result from objective responsibility, shall in no case exceed the value of the product it relates to. In no case shall Soffieria Sestese s.r.l. be held responsible for loss of earnings or profit, of for non-use or technical halt of the product or relative machinery, for Buyer and/or third-party claims regarding the aforementioned damage or any other damage, even direct or consequential.

Art. 12 Confidentiality

The Buyer agrees to

(i) treat the information/data/drawings/*know how*/documentation received and/or obtained from Soffieria Sestese s.r.l. as confidential;

(ii) limit the use of and access to said confidential information/documents for purposes relative to the contract.

The confidential information/documentation cannot be copied without prior written consent by Soffieria Sestese s.r.l., and all copies are to be immediately returned upon request by Soffieria Sestese s.r.l.

Art. 13 Miscellaneous

Transfer of the rights and duties arising under the contract, without prior written consent by Soffieria Sestese s.r.l., will be considered void.

Total or partial invalidity of one or more clauses present in these Terms and Conditions will have no result on the validity of the remaining clauses.

Art. 14 Applicable law and Competent courts

It is expressly agreed that these Conditions and all relative supply contracts are governed exclusively by the Italian law.

Any controversy regarding the contract, its interpretation, application and execution is exclusive competence of the Court of Monza.

Soffieria Sestese s.r.l.

Buyer

Within the meaning and for the purposes of art. 1341 C.C. and subsequent articles, the Parties explicitly agree to the following clauses:

- Art. 4 Prices and Payment
- Art. 6 Delivery
- Art. 10 Warranty
- Art. 11 Damage Compensation
- Art. 12 Confidentiality
- Art. 13 Miscellaneous
- Art. 14 Applicable law and Competent courts