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GENERAL TERMS AND CONDITIONS OF SALE			

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1. General Provisions.

- 1.1. The terms and conditions set out below (the "General Terms and Conditions of Sale") shall form part of all the agreements executed between the Seller and the Buyer for the supply of the Seller products (the "Products").
- 1.2. The General Terms and Conditions of Sale shall apply to all transaction executed between the Seller and the Buyer without any need of express reference thereto or agreement thereon at the conclusion of such transaction. Any dissenting terms and conditions shall only apply if confirmed in writing by the Seller.
- 1.3. The Seller reserves the right to change, integrate or vary the General Terms and Conditions of Sale, by including such variations in the quotations or in any other written correspondence sent to the Buyer.

2. Offers and Orders.

- 2.1. Seller's quotations are valid for a maximum of 90 days from the date of issue and are in any case not to be considered binding, particularly with reference to quantities, prices and delivery terms;
- 2.2. Orders placed by the Buyer shall not be regarded as accepted before these have been confirmed by the Seller in writing. If the Seller should fail to confirm an agreement in writing which it has entered into verbally, the Seller's invoice or the execution of the order by the Seller shall be regarded as confirmation.
- 2.3. Orders and/or amendments of orders placed verbally or by telephone, must be confirmed in writing by the Buyer. Otherwise, the Seller does not accept any responsibility for errors or consequent misunderstandings.

3. Prices and Terms of Payment.

- 3.1. The prices of the Products shall exclude any statutory VAT which shall be payable at the date of delivery or pursuant specific provisions included in the invoice.
- 3.2. Taxes, duties, shipping are costs not included unless INCOTERMS category is DDP. Insurance, installation, end-user training, after-sales service are not included in prices unless clearly specified and in any case will be quoted separately;
- 3.3. In addition to other remedies permitted under the applicable law and these General Terms and Conditions of Sale, the Seller reserves the right to recover default interest on delayed payments starting from the due date, calculated at the official reference rate of the European Central Bank increased by 7 (seven) basis points.

4. Terms of Delivery.

- 4.1. Delivery of the Goods shall follow the relevant and current INCOTERMS regulations as set forth in Seller's order confirmation;
- 4.2. Unless otherwise expressly agreed in writing any indicated time of delivery shall be nonbinding for the Seller. Unless different agreement between the parties, the approximate term for the delivery is the one specified in the confirmation of order.
- 4.3. The Seller reserves the right to reasonably delivery in instalments.

5. Complaint procedure.

- 5.1. Any liability to supply as a result of force majeure or other unforeseen incidents outside the Seller responsibility including, without limitation, strike, lock out, acts of public authorities, subsequent cease of export or import opportunities shall, for their duration and in accordance with their impact, relieve the Seller from the obligation to comply with any agreed time for delivery.
- 5.2. The Seller is not obliged to accept the Products returns, unless otherwise agreed in writing. Any costs arising thereof shall be at the expense of the Buyer.
- 5.3. Upon taking possession of the Products, the Buyer shall immediately:
 - 5.3.1. Check quantities and packaging of the Products and record any objections on the delivery note;
 - 5.3.2. Conduct a conformity check on the Products compared to the data indicated in the confirmation of order and record any objections on the delivery note.
- 5.4. If Buyer intends to file a claim for lost, damaged or delayed goods, or any other damage, Buyer must comply with the provisions of national law, any applicable international conventions, and the following procedure; otherwise, Seller reserves the right to reject the claim. In particular, the Buyer shall make a notice in writing within 8 calendar days after receipt of the shipment in case of damage or shortage of the goods not discoverable at the time of delivery;

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- 5.5. Subsequent to the first report, and not later than the statute of limitations prescribed by law or applicable conventions, Buyer shall document the claim by sending Seller all relevant information regarding the shipment and the loss, damage, or delay suffered by the goods.
- 5.6. The Seller is not obliged to act on any claim until his charges have been paid nor are the Buyer entitled to deduct the amount of claim from Seller charges;
- 5.7. The Seller will assume the shipment was delivered in good condition unless the receiver has noted any damage on delivery record when he or she accepted the shipment. In order to consider a claim for damage, the contents of shipment and the original packaging must be made available to the Seller for inspection.



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