



“GENERAL SALES CONDITIONS”
F.LLI BERTUOLA SNC

art.1 General Provisions

The terms and conditions indicated below the “Agreement” form an integral part of each purchase order the "Orders" executed between Seller and Purchaser for the supply of Seller's products the “Products”.

The conditions under the Agreement shall apply to all of the transactions performed between Seller and Purchaser even if no express reference is made to them and no specific agreement is reached in this respect at the closing of each single transaction. Any different term or condition will be applicable only if confirmed in writing by the Seller. This Agreement shall in any case prevail on any general provision of Purchaser, even if such general provision is included in the single Orders or is recalled thereunder.

Art.2 Offers, Orders

Orders placed by Purchaser shall not be deemed accepted unless confirmed in writing by the Seller. If an Order is not confirmed in writing by Seller, the issuance by Seller of the relevant invoice or the performance by Seller of the Order shall be deemed a confirmation of the relevant Order.

Orders and/or changes to Orders which are verbally or telephonically placed by the Purchaser shall be confirmed in writing by Purchaser. If Orders are not confirmed in writing, Seller shall not be liable for any error, omission or misunderstanding

Art.3 Technical Specifications and Changes to the Orders

If Purchaser wishes to purchase Products which are to be manufactured on the basis of specific technical specifications, it shall make such a request in the Order attaching the relevant technical specifications and designs to the same. Purchaser assumes all liability in relation to such technical specifications, as well as to the practical results in applying the same. Seller shall therefore not be liable for any malfunctioning, error or defect deriving from the application of the technical specifications provided by Purchaser.

Any change to the technical specifications requested by Purchaser after these have already been sent together with the Order, shall be agreed with Seller. Seller shall be entitled to request an additional payment, in an amount to be agreed with Purchaser, to cover any additional costs incurred as a result of the changes to the technical specifications as above mentioned.

Art.4 Prices and Terms of Payment

The price for the Products is exclusive of VAT. VAT shall be paid as specifically indicated in the invoice. Unless otherwise indicated in the Order, all prices indicated in any document or correspondence issued by Seller shall be deemed exclusive of any packaging and transportation cost as well as of any ancillary charge indicated in Seller's catalogue in force at the time of acceptance of the Order.

The price indicated in the invoice shall be paid, without any reduction, not later than 30 (thirty) days from the date of issuance of the invoice.

In addition to any other remedy provided for by the applicable law or by this Agreement, Seller reserves the right to charge default interests to Purchaser on delayed payments accruing from the date on which the payment is due, at the EURIBOR interest reference rate of the country where the invoice is issued, increased by 700 points.



If Purchaser fails to make the payment within the terms and in accordance with the modalities indicated by Seller or if the activity carried out by Purchaser is not compliant with its ordinary course of business, namely, without limitation, seizures or protests, delayed payments, initiated or requested insolvency procedures, Seller shall be entitled, at its own discretion, to suspend or cancel any further delivery and declare any claim arising out of the business relationship immediately due and payable. Seller may also, in such cases, request anticipated payments or a deposit. Purchaser shall not be entitled to set-off, withhold nor make any reduction save when the request that Purchaser has made in this respect is finally and judicially accepted.

Art.5 Terms of Delivery

Unless otherwise agreed upon in writing, the agreed delivery of the Products shall be like below: EXW (Incoterms 2000) Bertuola snc's plant.

Purchaser shall look after the collection of the Products and the relevant transportation, being liable for its availability within the agreed term. In case of late collection of the Products, Purchaser shall immediately notify Seller thereof. It is in any case understood that, for each day of delay, any storage costs incurred by Seller shall be borne by Purchaser. Seller shall not be liable for any damage caused to the goods after the agreed delivery date, if the delivery has not taken place for reasons attributable to Purchaser or to the individuals/entities entrusted by Purchaser with the collection of the Products.

Unless otherwise agreed upon in writing, indicated delivery terms shall not be binding upon Seller. Unless otherwise agreed upon by the Parties, the indicative term of delivery shall be the one specified in the Order confirmation.

Seller reserves the right to reasonably make partial deliveries.

Seller shall be in any case released from its obligation to comply with the agreed delivery term, in case of force majeure events or other unpredictable circumstances which are not attributable to Seller, including, without limitation, strikes, work stoppages, orders of the public administration, subsequent block of importations-exports.

Seller shall have no obligation to accept returned Products, unless expressly agreed upon in writing. Any cost incurred in respect thereto shall be exclusively borne by Purchaser.

Art.6 Duty to Examine and Accept the Products

Upon delivery of the Products, Purchaser shall promptly:

6.1 verify the quantity and packaging of the Products and notify any claim in the delivery note;

6.2 check that Products are compliant with the indications included in the order confirmation and notify discrepancies, if any, in the delivery note.

In notifying any error/defect, Purchaser shall comply with the following procedures and terms:

6.3 claims shall be made by and not later than [3 (three) business days] from the acceptance of the Products by Purchaser. In case of claims relating to errors/defects detected subsequently to the initial examination, the relevant claim shall be made as soon as possible by the end of the business day in which the error/defect was detected and, in any case, not later than [2 (two) weeks] of the date of acceptance of the Products;

6.4 the detailed notice shall be sent to Seller by facsimile/e-mail anyway written, within the terms above indicated. Any notice made over the phone or verbally shall not be deemed validly made;

6.5 the notice shall clearly specify the type, the lot number of the Product, the relevant transportation document, the description of the Product, the claimed defect and the amount of the claimed defect;



6.6 Purchaser shall make available the claimed Products for inspection; the inspection shall be carried out by Seller or by an expert appointed by Seller.

Any Product in relation to which no claims have been brought forward in accordance with the procedures and terms indicated above shall be deemed approved and accepted by Purchaser.

Art.7 Terms of Warranty

Seller warrants that Products will be free from defects and conform to Seller's technical specifications.

The functioning of the Products is warranted over a period of 12 (twelve) months, in accordance with the technical specifications supplied to Seller by Purchaser, a period which cannot in any case exceed 18 (eighteen) months of the date of delivery of the Products.

The warranty covers only the replacement or repair of defective Products, any other additional obligation being therefore excluded including any damages or indemnity claims. If possible, according to the undisputable valuation of Seller, the Product shall be repaired by Seller at its own premises, branch or authorized reseller. Purchaser shall send the defective Product, where possible, at its own expenses, at the Seller's premises, branch or authorized reseller as indicated by Seller. Seller shall send to Purchaser the new Product or the repaired Product, bearing all relevant shipping charges.

Art.8 Limitation of Liability

No indemnity may be requested to Seller for contractual breaches or defaults, direct damages or lost of profits suffered by Purchaser and deriving from its use, failure to use or its embedding of the Products into other products, save in case of negligence or wilful misconduct of Seller.

Seller will use its best endeavours to deliver the Products within the agree terms, if any. Seller will in no case be liable for any direct or indirect damages caused by the late performance of an Order or a late delivery of the Products.

Catalogues, price lists and any other promotional material of Seller constitute only an indication of the types of Products and of the prices, such indications are not binding upon Seller. Seller assumes no liability whatsoever for errors or omissions contained in its own price lists or promotional material.

Art.9 Retention of Title

Title to any supplied Product shall remain with Seller until Purchaser pays in full the relevant price and any other amount owed to Seller. Until title to the supplied Products has passed to Purchaser, Purchaser shall hold the Products on trust for Seller and shall keep them properly stored, protected and insured.

If in the country where Purchaser is based administrative or legal formalities such as, without limitation, registering the Products in public registries or placing special seals on the same, are to be accomplished in order to validate the retention of title in favour of Seller, Purchaser hereby undertakes that it will collaborate with Seller and do all such actions as necessary to obtain for the latter a valid right in relation to the retention of title.

Purchaser shall be entitled to dispose of any supplied Products or utilize them in its production processes provided that this is done in its ordinary course of business. In this case, any profit deriving from the sales or the processing of the Products shall be assigned to Seller until the price owed by Purchaser to Seller for the supply of the Products is fully paid.



The right of Purchaser to dispose of the Products or utilize the same during its ordinary course of business shall be forfeited in the cases indicated in clause "Prices and Terms of Payment", paragraph 4, above. In that case, Purchaser shall make available the Products to Seller, who shall be entitled to access the Purchaser's premises to repossess its Products.

In the event of any action brought forward by third parties having as their object, or identifying as attachable and/or seizable properties, the Products of the Seller which have been supplied and are covered by the retention of title, Purchaser shall promptly notify to any such third party that the same are the ownership of Seller and shall promptly inform Seller of any such action. Purchaser shall bear all relevant costs incurred in relation to each action.

Art.10 Industrial and Intellectual Property

The Parties acknowledge that each of them shall keep, in relation to the Products, its own industrial and intellectual rights. In particular, the sale of the Products shall in no case imply the transfer by Seller to Purchaser of any industrial and intellectual property right Seller may have in or in relation to the same.

Art.11 Personal Data Treatment

Purchaser's personal data shall be treated in accordance with the provision of the Law of the country of the Seller as applicable to the treatment of personal data. Seller informs Purchaser that Seller is the Data Controller and that Purchaser's personal data are collected and processed exclusively for the performance of this agreement. Purchaser represents to have received verbally adequate information on the treatment of its personal data.

Art.12 Applicable Law

This Agreement and all relevant Orders are deemed governed by the Vienna Convention of 1980 on Contracts for the International Sale of Goods. To any aspect not governed by The Vienna Convention, the Law of the country of the Seller will apply notwithstanding any conflict of laws provisions.

Art.13 Jurisdiction

It is understood between the Parties that only Seller, as its own discretion, shall be entitled to waive the exclusive jurisdiction and file actions, where the Seller has its domicile.

Art.14 Final Provisions

The invalidity, in whole or in part, of a single provision of this Agreement, shall not void the remaining provisions.