

ART. 1: SCOPE

1.1 These General Conditions of Sale (hereinafter the “**General Conditions**”) shall apply to any and all supply of goods (hereinafter “**Product**” or “**Products**”) made and marketed by SAGICOFIM S.p.A. (hereinafter the “**Seller**”), unless otherwise provided for by specific written conditions and by art. 1.2 herein.

General Conditions are published and open to consultation on the website www.sagicofim.com and, therefore, they are considered to be fully known and accepted by the Buyer (hereinafter the “**Buyer**”), even by means of mere acceptance by conduct, irrespective of any explicit written acceptance by Buyer.

1.2 General Conditions may be repealed or amended by the Parties, but only in writing.

In the event of derogation or amendment of any of these General Conditions, such General Conditions shall apply solely to those provisions which have not been derogated or amended.

1.3 Any general purchase terms of the Buyer shall not be valid, not even partially, unless agreed to upon prior written consent by Seller.

ART. 2: ORDER CONFIRMATION

2.1 The supply order sent by Buyer shall be considered as validly received by Seller, and therefore the agreement duly executed, upon return by Buyer of the Seller’s order confirmation signed for acceptance by Buyer, or upon Seller performing its obligations by conduct.

2.2 The supply order transmitted by Buyer is to be considered as an irrevocable proposal to buy, pursuant to art. 1329 Italian Civil Code, which shall become ineffective after 7 working days upon date of receipt thereof by Seller. Such supply order, therefore, shall be irrevocable and may be not amended or revoked without the prior written consent of Seller.

2.3 The order transmitted by Buyer shall not bind Seller until acceptance thereof pursuant to the modalities set forth by art. 2.1 hereabove.

2.4 Any amendment to an order, following conclusion thereof, shall only be valid if agreed upon in writing by the Parties.

2.5 Seller shall not manage and, therefore, shall not accept orders for an amount less than:

- National sale : Eur 300,00;
- International sale : Eur 500,00.

Both such amounts shall be deemed net of any tax, transportation fee and/or any further ancillary expense.

ART. 3: TIME OF DELIVERY

3.1 Delivery dates, to be calculated in working days, shall never be binding for Seller and shall be considered, therefore, as merely indicative and not essential.

3.2 Seller shall not be liable for any damage or loss, even indirect and/or of any kind and nature, which the Buyer may incur due to any delay in or failure to deliver Products by the delivery date set forth herein. Therefore, Buyer shall not be entitled to claim for any damages, even indirect and/or of any kind and nature, caused by any delay or failure to deliver Products by the delivery date set forth herein.

3.3 Delivery dates shall run from the Agreement execution date, as provided for by art. 2.1. (“*Order confirmation*”) or from the other date provided for in the Contract. Should Buyer provide for a down payment or a payment guarantee, delivery dates shall commence upon payment or issuance thereof.

3.4 Delivery dates may, however, be suspended if any of the following occurs:

- a) accident and/or force majeure and/or any other circumstance not attributable to wilful misconduct or gross negligence by the Seller such as, including but not limited to, strikes, industrial actions, lock-outs, fires, floods, unexpected business difficulties, unexpected shortage of workers, raw material and/or energy;
- b) impediments, delay in or failure to delivery raw materials by any of Seller’s suppliers, due to events not attributable to Seller;
- c) failure by Buyer to perform its obligation to provide Seller with any information required to duly execute the order;
- d) Buyer’s failure to pay any amount due, even if related to other supplies.

3.5 Delivery terms shall run afresh upon the day after the suspension cause has ceased.

3.6 In the event of any change to Products agreed upon by the Parties after the conclusion of the Agreement and during the performance thereof, delivery terms shall be automatically postponed for such a period of time, at Seller’s discretion, in order to allow for such changes.

ART. 4: SUSPENSION OF PERFORMANCE

4.1 Seller shall be entitled to suspend the performance of the Agreement should the financial situation of Buyer seriously jeopardize any payments, unless Buyer provides such payment guarantee which Seller, at its own discretion, should deem to be suitable.

4.2 Seller shall be entitled to suspend the performance of this Agreement until Buyer promptly provides payment guarantee, deemed suitable by Seller, to ensure the fulfilment of its obligations herein, should any of the following occur:

- failure by Buyer to perform its obligation to provide Seller with any information required to duly execute the order;
- Buyer’s failure to pay any amount due, even if down-payment, or failure to provide the payment guarantee within the terms agreed upon, also with reference to other supplies;
- insolvency of Buyer;
- failure by Buyer to perform its obligations toward third parties;
- protests, seizures, foreclosures, and/or, more generally, any act adversely affecting Buyer’s solvability and, therefore, jeopardizing the payment under the terms and conditions agreed upon;
- Buyer declared bankrupt or become subject to any similar insolvency procedure.

4.3 Should Seller intend to suspend the contract, then it shall inform Buyer in writing of such intention, by means of e-mail or fax or registered mail with proof of receipt or certified e-mail or, however, of any instrument which enables awareness of such contract suspension.

4.4 Upon occurrence of one or more of the events provided for by articles 4.1 and 4.2. herein, and upon failure by Buyer to provide any suitable payment guarantee to ensure the fulfilment of its obligations hereof, Seller shall be entitled to immediately terminate this Agreement pursuant to art. 13 hereunder.

ART. 5: DELIVERY AND SHIPMENTS

- 5.1 Unless otherwise agreed upon in writing, Products are usually sold
 - if a national sale, «EX WORKS» Cernusco Sul Naviglio;
 - if an international sale, «FCA» Cernusco Sul Naviglio.
- 5.2 When Products are ready to be delivered, Seller shall send to Buyer a notice of product availability and enclose the packing list. Within and no later than 10 (ten) working days from the transmission of such notice of product availability (hereinafter, the “Deadline for Product collection”), Products shall be collected by Buyer or by a specifically appointed third party.
- 5.3. Buyer shall promptly provide Seller with the name of such designated third person or of the appointed carrier.
- 5.4 After expiration of the deadline set forth in art. 5.2 hereabove, Buyer shall bear any arising cost/expense due for storage, deposit, custody of Products and/or any other cost/expense arising from such failure to collect.
- 5.5 In the event of a failure to collect Products by the deadline provided for by art. 5.2, Seller shall be entitled to order Buyer, pursuant to art. 1454 Italian Civil Code (hereinafter “Warning to comply”), to collect the goods within and no later than 15 (fifteen) working days (hereinafter, the “Mandatory compliance date”) from the receipt of such Warning to comply.
- 5.6 If the Buyer fails to collect Products by the Mandatory compliance date, the Agreement shall be terminated by law and Seller shall be entitled to consequential damages and to retain any partial payment made by Buyer related to such damages, without prejudice to the Seller’s right to claim for any further damages.
- 5.7 In the event Buyer fails to collect Products by the deadline set forth by art. 5.2 and Seller does not make use of the remedy provided for by art. 5.5., Seller shall than invoice such Products.

ART. 6: PRICES

- 6.1 Unless otherwise agreed, the applicable prices shall be those listed in the official price list (hereinafter the “Catalistino”) in force on the date of order confirmation, as specified in art. 2.1
- 6.2 Prices are always to be considered net of VAT, as in force on the invoicing date.

ART. 7: INVOICING

- 7.1 Unless otherwise provided for by any clause herein, Seller shall issue the invoice pursuant to the terms agreed upon in the Agreement.
- 7.2 The absence of a specific and substantiated complaint against an invoice shall be considered as full acceptance of Products.

ART. 8: PAYMENT CONDITIONS

- 8.1 Payments shall be directly made at Seller’s domicile within the terms and in accordance with the modalities provided for herein.
- 8.2 Any and all costs arising from certifications, additional tests, taxes, packaging, transportation, insurance, freight, custom duties, demurrage and storage fees and any other charges not specified herein shall be borne exclusively by Buyer and shall be separately specified in the invoice.
- 8.3 In the event of late payment, without the need of any formal notice to comply, Buyer shall also incur default interest payments, pursuant to art. 5 of Legislative Decree no. 231/2002 (implementation of Directive 2000/35/CE on combating late payment in commercial transactions), commencing on the day after the due date of the invoice, plus any bank costs and without prejudice, in any case, to the Seller’s right to claim for any further damages.

If the Parties have not specified any payment term, art. 4 (“*Effectiveness of overdue interest payment*”) of the Legislative Decree no. 231/2002 regarding late payment in commercial transactions shall apply.

- 8.4 Any deferment of payment and/or renewal of bill and/or recall, at Buyer’s request, of an already cashed cheque shall not represent contract novation, but a mere tolerance by Seller which shall not prevent overdue interest payments from applying, to the amount specified in art. 8.3 hereabove.
- 8.5 Unless otherwise agreed upon, any partial payment made by Buyer upon execution of the Contract shall be retained by Seller as a deposit pursuant to art. 1385 Italian Civil Code. If Buyer fails to perform its obligations, Seller shall than terminate the contract withholding such deposit, without prejudice to its right to claim for any further damages.
- 8.6 Under no circumstances nor upon any basis shall Buyer be entitled to suspend and/or postpone the payment, not even in the event of disputes and/or claims related to any defects or non-conformity of the supplied goods.
- 8.7 Buyer, unless having gained prior written consent by Seller, shall not be entitled to any set-off of its debts, arising from this Contract, with any credit it may have toward Seller.
- 8.8 In the event of a hire purchase, if Buyer fails to pay 2 (two) instalments, whether consecutive or otherwise, when due, an acceleration clause shall apply. Therefore, Seller shall be entitled to immediately claim the entire outstanding amount due, upon written notice.

ART. 9: PACKAGING

- 9.1 Packaging costs are usually included in the prices. Any request and/or need for special packaging shall be borne by Buyer and such related costs shall be separately specified in the invoice.

ART. 10: WARRANTY

- 10.1 Unless otherwise agreed upon, Seller grants a product warranty for the duration of 12 (twelve) months, commencing upon the date of each delivery. Upon each delivery, Buyer shall verify the compliance of the Product with the Contract.
- 10.2 Warranty rights herein shall be forfeited if Buyer fails to notify to Seller in writing of any defects or non-conformity within 8 (eight) days from discovery thereof or, if apparent defects, within 8 (eight) days from delivery of Products, pursuant to the procedures set forth by art. 10.4.1 hereunder. The warranty remedy herein shall lapse, in any case, after one year from delivery.
- 10.3 Warranty consists in repairing or replacing, free of charge, in whole or in part, the defective Product or any of its components, due to a material or manufacturing defect, at Seller’s own discretion.
- 10.4.1 To exercise the warranty right herein, Buyer shall follow the procedure outlined below whereby it shall:
 - (a) open a claim, by sending a written notice, with a specific and detailed report about the alleged defect, enclosing photographs of the Product; such documents shall be e-mailed to the following address: customerservice@sagicofim.com;
 - (b) transmit, prior to sending the alleged defective Product, the Products “Return Authorization form” duly filled in and, depending on the type of Product and the nature of the alleged defect, the technical test/tests made by Buyer, if any; such documents shall be e-mailed to the following address: customerservice@sagicofim.com;

(c) After having received from Seller the authorization for Products to be returned (hereinafter the “*Products Return Authorization*”), specify in the return delivery note the case number which shall, from the start of the procedure, be specified in the Return authorisation form.

Any Product sent to Seller without observing the required procedure shall be returned to the consignor at Buyer’s risk and expense, without prejudice to the Seller’s right to issue an invoice and ask for the payment of any amount due.

10.4.2 If Seller, at its own discretion, in addition to the abovementioned warranty procedure (pursuant to art. 10.4.1), considers it appropriate to make an on-site inspection at Buyer’s or at its client’s premises (hereinafter the “*on-site inspection*”), unless otherwise agreed in writing, Buyer shall allow or shall have its client allow, in the event such on-site inspection should take place at its client’s premises, the Buyer’s technicians to perform such inspection, which would otherwise prevent Seller from taking into consideration the warranty claim. Travel, accommodation and employee costs shall be borne by Buyer.

In the event the Seller’s technicians should consider the warranty to be applicable to the Products or to any component thereof, such technicians shall be entitled to carry out on-site the repair covered by the warranty, without prejudice to the Buyer’s full cooperation.

10.4.3 The Products Return Authorization must not be considered as recognition of any warranty effectiveness.

10.4.4 After the verification and, if any, the on-site inspection has taken place, Seller shall inform Buyer of the outcome of the warranty claim. In the event of acceptance of the claim, the defective Product/s shall be repaired or replaced and shall be sent back to Buyer at no cost, including costs related to the on-site inspection and transportation.

10.4.5 In the event of a rejection of the warranty claim, at Seller’s own discretion, Seller shall debit Buyer with any borne cost/expense.

10.5 Buyer undertakes not to make use of Products for purposes other than their intended purposes and not to modify their construction or function. Breach of this provision shall determine loss of the warranty coverage.

10.6 Buyer shall forfeit warranty

- (1) if it fails to comply with the terms provided for by clause 10.2 and with, in whole or in part, the procedure set forth in order to activate the warranty;
- (2) in the event incorrect assembly or improper usage or modification of Products or if such Products have been returned dismantled without the Seller’s authorization;
- (3) if Products have been tampered with;
- (4) in the occurrence of other events provided for by the Return Authorization form;
- (5) in the event of a breach of any contractual obligation herein and, in particular, if in breach of any payment obligation provided for hereby.

10.7 Any claim noticed in a form other than the procedure set forth under art. 10 herein shall not be taken into consideration and, therefore, the supplied Products shall be considered as having been fully accepted.

10.8 Any claim related to a single supply shall not entitle Buyer to not perform, to suspend or to delay any of its obligations, even if related to other supplies.

10.9 It is expressly forbidden for Buyer to offset the payment of price with any claim related to other and different supplies.

ART. 11: WARRANTY RESTRICTIONS AND EXCLUSIONS

11.1 Seller may not in any way be held liable regarding the choice of a Product advanced by Buyer and, therefore, no claims for damages can be brought arising from such choice.

11.2 Full compliance with the warranty obligations herein by Seller shall exclude any other liability of Seller for damages arising from any Product defect. In any case, the compensation shall not exceed the value of the defective supply.

- 11.3** Without prejudice to the provisions provided for by art. 10.6, warranty shall be excluded
- in the event of faults and/or breakages due to improper use, carelessness, negligence or inexperience by Buyer;
 - in the event of failure, by Buyer, to follow any operating instruction and/or advice provided by Seller, including, but not limited to, those indicated on the packaging, in the instruction sheet or in the operating and maintenance manual, if any;
 - in the event of any defect caused by external agents (chemical and/or weather) or by repairs, alterations, replacements made on Products directly by Buyer and/or by third parties appointed thereby, without the intervention of the Seller of a third party appointed thereby and/or making use of non-original spare parts;
 - for any components of the Products which, by their nature and usage, are subject to natural wear and tear.

11.4 Seller shall not be liable, under any circumstances, for any further warranties granted to Buyer by third parties.

ART. 12: TRANSPORTATION CLAIMS

12.1 Buyer shall, upon receipt, verify the correspondence and integrity of Products.

12.1.1 Any loss or damage related to transportation (i.e. deficiencies, tampering and/or other indications of damage) detectable upon delivery shall be immediately communicated in writing to the carrier, under penalty of forfeiture, indicating in the delivery notes that the goods are accepted under reserve, specifying the grounds of such reserve. Vague reserves shall not be valid.

12.1.2 Any loss or damage which cannot be discovered upon delivery shall be communicated to the carrier, under penalty of forfeiture, within eight days from the delivery date as indicated in the delivery note.

12.2 Any claim regarding losses or damage caused by transportation (i.e. deficiencies, tampering and/or other indications of damage), shall be communicated in writing to Seller, by means of e-mail to the following address customerservice@sagicofim.com, in accordance with the following terms:

- on the first working day after the delivery in the event of losses or damage discovered upon delivery (art. 12.2.1), enclosing a copy of the delivery note with the acceptance under reserve;
- on the first working day after the communication in the event of losses or damage non detectable upon delivery and communicated pursuant to the terms provided for by art. 12.1.2.

12.3 Any claim communication in a form other than by the procedure provided for herein shall not be taken into consideration and, therefore, the supplied Products shall be considered as having been fully accepted.

12.4 Any claim related to a single supply shall not entitle Buyer to not perform, to suspend or to delay any of its obligations, even if related to other supplies.

ART. 13: EXPRESS TERMINATION CLAUSE

- 13.1** The Agreement herein shall be legally terminated, pursuant to art. 1456 Italian Civil Code, upon notice of a mere written notice by Seller of its intention to enforce the clause herein, upon occurrence of any of the following event:
- (1) where one or more of the hypotheses set forth under art. 4.1. or 4.2 have occurred and Buyer has not promptly provided any payment guarantee, deemed suitable by Seller, to ensure the fulfilment of its obligations hereto or such payment guarantee being provided belatedly;
 - (2) in the event of Buyer not providing the agreed upon payment guarantee or doing so belatedly.

ART. 14: RETURN POLICY

- 14.1** Without prejudice to the warranty provisions hereabove, Seller shall have the right, at its own discretion, to accept the return of Products delivered but not used, provided they are still in their original package.
- 14.2** The request for any restitution of Products shall be made by and not later than 15 days following delivery, subject to the Products' "Return Authorization form" being duly completed, and being sent by e-mail to the following address customerservice@sagicofim.com
- 14.3** Unless otherwise agreed upon, such return shall be made, at Buyer's care, cost and risk, only after having received the Products Return Authorization form issued by Seller and, in any case, by and not later than 15 days of receipt thereof, specifying in the delivery note the case number which shall have already been specified in the Return Authorization form.
- 14.4** Without prejudice to the warranty provisions hereabove, any Product returned to the Seller without complying with the provisions hereabove shall be returned to the consignor at Buyer's risk and expense.

ART. 15: RIGHT OF WITHDRAWAL

- 15.1** Seller shall have the right to unilaterally withdraw from this Agreement, with immediate effect, in the case of, prior to starting production
- (1) tangible doubts as to the Buyer's solvability or its ability to perform the payment obligation, also on the basis of the cases provided for by art. 4.1 and 4.2 hereabove and the Buyer, despite the Seller's request, is not willing to make an advanced payment and/or to provide suitable payment guarantee, at Seller's own discretion;
 - (2) a reduction in value of any payment guarantee provided by Buyer upon execution of this Agreement or during the performance hereof.
- 15.2** Exercise of this withdrawal right shall not entitle Buyer to any kind of compensation and/or damages.

ART. 16: CREDIT ASSIGNMENT

- 16.1** Seller shall have the right to assign to third parties, at any time, the receivables owed by Buyer in consideration of any supply of Products.
- 16.2** Such assignment shall come in force on the date of receipt of the related notice by Buyer, to be executed by means of registered mail with proof of receipt at its registered office.

ART. 17: RESPONSIBLE ENTERPRISE

Buyer warrants that:

- 17.1** It shall not offer, promise, give, authorise, solicit, or accept any undue financial or advantage of any kind in any way connected with the performance of the Contract.
- 17.2** It shall comply fully with all applicable laws, regulations, rules, and statutory requirements relating to its receipt, use, handling, and maintenance (as appropriate) of the Products.
- 17.3** It shall comply fully with applicable national and international economic or financial sanction laws, trade embargoes and similar restrictions by the United Nations, European Union, United Kingdom, and the United States of America, or by any other competent authority.
- 17.4** It commits not to sell any Products to third parties whom the Buyer have reason to assume will disregard or breach any sanction laws. Buyer shall provide, upon request, all required information relating to the final financial recipient, final destination and end-use of any Products subject to the Contract. To the extent applicable, and without prejudice to any obligations imposed on the Buyer under this art. 17, the Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any Products under or in connection with any contract or agreement subject to the SagiCofim Terms and Conditions for Sales.
- 17.5** It shall comply fully with all applicable national and international laws on anti-money laundering and counter-terrorist financing.
- 17.6** It has, and complies with all necessary permits, licenses, authorisations, policies, and procedures in place for the purposes of any applicable health and safety legislation by all its employees and other staff.
- 17.7** It shall immediately report to Seller of any suspicious activity of which it becomes aware in relation to transactions directly or indirectly connected to the performance of the Contract.
- 17.8** Any violation of this art. 17 shall constitute a material breach of the Contract between Seller and the Buyer, whereby Seller shall be entitled to seek appropriate remedies, including but not limited to immediate termination of any contract or agreement between Seller.
- 17.9** Buyer agrees to hold Seller harmless in full against any and all losses, liabilities, claims, damages, charges, penalties, costs or any expenses awarded against or incurred by Seller in respect of any loss or damage or personal injury (including death) which arises out or in connection with the Buyer's breach of this art. 17.
- 17.10** Buyer shall indemnify Seller for any and all damages or losses incurred as a result of any breach of this art. 17.

ART. 18: COMPETENT COURT

- 18.1** Any dispute arising out of or in connection with this agreement, its enforcement and/or construction shall be exclusively submitted to the Court of Milan, therefore expressly excluding any other concurrent competent court provided for by any applicable law.

ART. 19: GOVERNING LAW AND JURISDICTION

- 19.1** This agreement shall be governed and construed in accordance with Italian law, to the express exclusion of the U.N. Convention on International Sale of Goods (Wien, 11 April 1980) and of any conflict of law rules of international private law.
- 19.2** The competent jurisdiction is that of Italy.

DATE

. . / . . /

BUYER

SELLER

The Parties represent that they have negotiated and carefully read and, therefore, they accept pursuant to art. 1341 and 1342 Italian Civil Code the following clauses of these General Conditions of Sale:

art. 3.2 (*regarding TIME OF DELIVERY*), art. 4 (*SUSPENSION OF PERFORMANCE*), art. 5 (*DELIVERY AND SHIPMENTS*), art. 8.5 - 8.6 and 8.7 (*regarding PAYMENT CONDITIONS*), art. 10 (*WARRANTY*), art. 11 (*WARRANTY RESTRICTIONS AND EXCLUSIONS*), art. 12 (*TRANSPORTATION CLAIMS*), art. 13 (*EXPRESS TERMINATION CLAUSE*), art. 15 (*RIGHT OF WITHDRAWAL*), art. 17 (*COMPETENT COURT*), art. 18 (*GOVERNING LAW AND JURISDICTION*).

DATE

. . / . . /

BUYER

SELLER