

## GENERAL CONDITIONS OF SALE

### integrating part of the Offer and Orders Confirmation sent by SELI Srl Valid for Purchasers having seats in the EU

#### 1) RECITALS

1.1) Except for the terms differently agreed between the Parties, the present General Conditions of Sale (hereinafter indicated as "General Conditions") regulate all the sales of goods produced by SELI S.r.l. (hereinafter indicated as "Products"), between SELI S.r.l. (hereinafter indicated as the "Seller") and each Client (hereinafter indicated as "Purchaser").

1.2) This General Conditions shall prevail and supersede any other terms and general conditions, even if they are sent by the Purchaser and even if they are sent by the Purchaser after having received the present General Conditions.

1.3) The present General Conditions shall regulate all present and future sale's agreements between the Seller and the Purchaser.

1.4) Supplements of Order as well as restocking are submitted to these General Conditions.

#### 2) PURCHASE ORDERS

2.1) The Purchase orders collected by the Seller or by its agents and commercial intermediaries become binding only when the Purchaser receives (by fax or by e-mail) the written acceptance (order's confirmation) from the Seller.

2.2) If the order confirmation sent from the Seller according to this article is different to the Purchaser order sent by the Purchaser, the Purchaser has to send (by fax or by e-mail) to the Seller an express written acceptance of the new conditions.

2.3) In case of offer by the Seller the offer will have a validity of 30 days for its confirmation and will be ineffective after this date.

2.4) This General Conditions shall prevail on any terms and/or conditions and any modifications or deviations from them must be agreed in writing.

#### 3) PRICES

3.1) The prices are those indicated in the order's confirmation sent by the Seller (also by fax or by e-mail). National or foreign taxes and duties are not included in the Prices. The Prices do not comprise any transport, postage or insurance cost related to the chosen Incoterms conditions.

3.2) In case, for any reason, the Seller has to pay the VAT on behalf of the Buyer, any penalties related to the VAT (for example, in case the Buyer has not exported the Products or not providing correct the VAT number), the Buyer shall reimburse the Seller for these costs plus the overdue interests.

3.3) Any specific modification of the Products requested by the Purchaser shall be charged separately and added to the offer.

3.4) Any increase in the prices of raw materials and/or incidents which involve an increase in the price of raw materials and / or workmanship, shall give the right the Seller to the application of a proportional increase in sales prices.

#### 4) PAYMENTS

4.1) Payments shall be carried out at the headquarters of the Seller and the payments conditions shall be those indicated in the order confirmation.

4.2) Any payments made to agents, representatives, or commercial intermediaries of the Seller shall not

be deemed to have been carried out until the sums are collected by the Seller.

4.3) If the Purchaser delays to pay any sum, the Seller will have the right to the payment of interests starting from the date in which the sum becomes collectible. In addition to interests, the amount of any discount as applied in the invoice currency shall also be charged to the Purchaser. In case of late payment the Seller may suspend his performance of the contract until he receives the payment.

4.4) In case of installment payment, the lack of payment of even one rate will cause the loss of the respite of debt and will authorize the Seller to demand the immediate balance.

4.5) If the Purchaser will not pay the owing amount within three months, the Seller will have the right, with previous written communication to the Purchaser, to withdraw from the contract and to obtain from the Purchaser the compensation of damages.

4.6) Any release or emission of bills of exchange, drafts or other forms of payment other than those contractually provided does not imply innovation of any of the clauses provided herein or under the sales agreement, but they are to be considered as facilities that may have been granted to the Purchaser.

4.7) The Seller has the right to suspend any delivery to the Purchaser if the Purchaser accounts has a negative balance in his accounts; in the case of subsequent regularization, the Purchaser may not raise objections for possible late deliveries.

4.8) Bank charges in the country by the Purchaser are always charged to the Purchaser. The packaging is free.

4.9) The credits from the sale of goods (or services) under this contract may be transferred to third parties, with effect against the debtor from the communication of those sales, in any manner it be made.

#### 5) RETENTION OF TITLE

5.1) The Products shall remain the property of the Seller until the complete payment of the purchase price.

5.2) The Purchaser shall at the request of the Seller assist him in taking any necessary measures to protect the Seller's title on his own Products.

5.3) Under the retention of title, the Seller, after 3 months starting from the expiring date of the payment due to the Seller, has the right to recover the Products supplied. Therefore the Seller has the right to enter in any land or building where the Products are stored, in order to collect them.

5.4) In case the Purchaser processes the unpaid Products into/or to form part of a new object, the Seller has a property right on the new object, proportionate to the value of the unpaid Products in the new object, until he has received the full payment for the original Products.

5.5) In case the Purchaser sells any unpaid goods or the new object as per art. 5.4, the Purchaser, accepting the present General Condition, declares to transfer his credit in favor of the Seller according to the amount of the unpaid invoices.

5.6) If required by the Seller, the Purchaser agrees to provide documents as evidence of the valid

constitution of the retention of title of the Products. The retention of title will not damage the risk's transfer as provided in art. 6 hereafter.

#### 6) DELIVERY

6.1) The Seller shall deliver the Products to the Purchaser within the date indicated on the order's confirmation.

6.2) The Seller will not incur in any responsibility in case of a delayed shipment with respect to the term agreed with the Purchaser; therefore in case of delay in the goods delivery, no right to compensation of direct or indirect damages and/or to the termination of the Contract will be recognized from the Seller to the Purchaser, who renounces this right starting from now.

6.3) The delivery of the Products is always considered executed with the communication that the Products are at Purchaser's disposal, or that they have been delivered to the carrier for the transportation. The delivery shall be as agreed by the Parties in accordance with the ex- works (EXW) Incoterms 2010 also in case in which the Seller will organize the delivery as a delegate of the Purchaser. In this last case the Purchaser will bear any costs and the risks of the transport.

6.4) The Seller has the right to reduce and/or modify, and the Purchaser expressly consents it, the quantities, in the ordered goods, in relation to their production needs. This right may be exercised by the Seller during the order confirmation and subsequently, during the delivery of goods, and the Purchaser cannot object such right.

#### 7) CLAIMS AND WARRANTY

7.1) The Purchaser shall not propose actions, exceptions or claims against the Seller unless the full payment of the full price of the goods as stated in the invoice has been duly made and in accordance with the provisions of art. 1462 Civil Code

7.2) In consideration of the follow paragraphs, the Seller shall remedy to any defect, attributable to him, resulting from an error of project, defect of material or error of manufacturing which appear within a period of 12 (twelve) months from the delivery date.

7.3) The Purchaser is obliged to inspect the Products delivered when the Products are supplied and the Purchaser has to indicate in the document of delivery (CMR), the evident defects. Other defects may be notified by the Purchaser, by means of registered letter with return receipt, to the discovery of the same within 8 days from the delivery date, indicating the exact lot number, date of delivery, the type of defect and the amount deemed to be faulty. After that date, the Purchaser has no right to claim the defects and products shall be considered accepted.

7.4) The Purchaser shall notify in writing the Seller of any defect within 8 (eight) days of its discovery or immediately if the defect is so to cause damages.

7.5) If the Purchaser does not notify the defect within the over mentioned term, the Purchaser loses his right to have the defect remedied. The notification shall contain the description of the defect and must be transmitted to the Seller by means of registered letter with return receipt.

7.6) On receipt of the registered letter, the Seller, once ascertained the claimed defects, is obliged under this guarantee to repair the defective Products or replace them. The Purchaser is obliged to return, at the Purchaser's expenses, of the defected products that will become property of the Seller. In any case, the return of the Products may be authorized and accepted by the Seller.

7.7) The present warranty above provided is valid only if the Purchaser uses the Products in accordance to the Seller's indications and absorbs and supersedes any other legal guarantee for lack of compliance and excludes any other Seller's liability. The Purchaser, in particular, shall have no right to claim damages, included loss of production, loss of profit, loss of use, loss of contracts or for any consequential, economic or indirect loss whatsoever, reduction of price or resolution of the contracts.

7.8) The Seller's liability concern only to defects in Products that occur in the conditions of use and/or storage of these Products properly. In particular, it does not cover defects caused by Products connected by the Purchaser, from a defective installation, maintenance or repair by someone other than the Seller or any person authorized by him in writing, or modifies to Products made without the written consent of the Seller, or by normal damage of the Products. It is agreed that any dispute or claim does not justify the suspension or delay in payment.

#### **8) TECHNICAL REGULATIONS AND RESPONSIBILITY FOR DAMAGES CAUSED BY THE PRODUCTS**

8.1) The Seller declares that the Products are manufactured following the legislation and technical regulation of the European Union.

8.2) The Seller, with the exception of his proved grave negligence, shall not be responsible for any damage to people or things caused by the Products. If the Seller will fall into these responsibilities, the Purchaser shall refund and defend the Seller.

#### **9) FORCE MAJEURE AND HARDSHIP**

9.1) Each party shall be authorized from performing any of its obligations under these General Conditions for a period no longer than 45 days due to the following circumstances: natural disasters (for example earthquakes, floods), commercial disputes, events of Force Majeure, such as wars fires (both declared and undeclared), general military mobilizations, insurrections, seizures, requisitions, energy use restrictions, transport perturbations, strikes, lock out, stop of production due to technical causes, delays and defects in the delivery by Suppliers and any other events which could not be expected, avoided and overcome. These events do not allow to terminate the contract without the consent of the Seller. If the event of force majeure will last for more than 45 days, the other party shall be authorized to terminate the contract notifying the party facing this hindrance of such a termination by means of registered letter with return receipt. This latter part will not be obliged to compensate any damage in this case.

9.2) If the performance of the obligation by the Seller has become excessively burdensome as to modify the contract for more than 20% (twenty per cent), the Seller shall have the right to demand the modification of the contractual conditions or, to terminate the contract.

#### **10) MISCELLANEOUS**

10.1) The Seller has the right to suspend the performance of its own services, in presence of unfairness or change in the patrimonial conditions of the Purchaser that make him thinking that this latter will not fulfil its obligation of payment. In these cases, the Purchaser, on written Seller's request, will pay the price before the starting up of the contractual Products or, in alternative, will supply adequate guarantees for the performance (for example bank warranty or bank insurance). Failing the advance payment or any proper guarantee, the Seller could terminate the contract through a written communication by registered letter with return receipt, without prejudice to the compensation for the damage to the Seller. If the Purchaser is subjected to bankruptcy procedures, the Seller could suspend the execution of the sale contract by written communication.

10.2) The Purchaser is fully responsible, by keeping the Seller undamaged, for any breach of third parties' rights, including intellectual property rights deriving from the order being performed by the Seller.

10.3) In the event of breach of this proposal, the Purchase shall pay to Seller an amount equal to 30% (thirty percent) of the total amount of the order, except for the compensation for damages. It is considered a breach, for example, even the request for cancellation of all or part of this order confirmation.

10.4) These General Conditions will not be transferable or assignable by the Purchaser without the express prior written consent by the Seller.

10.5) These General Conditions supersede all previous negotiations, agreements, commitments, written or oral, between the parties.

10.6) Should any provision of this Agreement be invalid or unenforceable or should it contain an omission, the remaining provisions shall be valid.

#### **11) APPLICABLE LAW AND COMPETENT COURT**

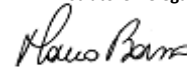
11.1) The present General Sale Conditions shall be regulated and interpreted in accordance with the United Nations Convention on Contracts for the International Sale of Goods (CISG) – Vienna 1980. All the aspects not provided for the above-mentioned Convention shall be regulated and interpreted in accordance with the Italian Law.

11.2) Parties agree any dispute between the Seller and the Purchaser relating to or in connection with this General Conditions shall be settled by the Court of Cuneo (Italy).

After 5 (five) working days from sending these General Conditions, if the Seller does not receive anything, the Seller shall consider unconditionally accepted all the above points. In any case, the acceptance of the Products shall imply the full acceptance of these General Conditions.

The Seller

**SELI Srl  
Amministratore Delegato**



The Purchaser

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According to the articles 1341 and 1342 c.c., the Purchaser expressly approves the follow articles:

Art 1: Recitals – Art 2: Purchase orders Art 3: Prices - Art 4: Payment – Art 5: Retention of title - Art 6: Delivery - Art 7: Claims and warranty - Art 8: Technical regulations and responsibility for damages caused by the Products - Art 9: Force majeure e hardship - Art 10: Miscellaneous - Art 11: Applicable law and competent court.

The Purchaser

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