

General Terms and Conditions of Sale

1. Scope

These General Terms and Conditions of Sale (hereinafter referred to as "GTCS") apply to any sale and/or supply contract for produced goods (hereinafter referred to as "Products") between the Company Calvi S.p.A. (hereinafter referred to as "Calvi" or the "Company") and the Buyer (hereinafter referred to as "The Buyer") and are an integral part of the contracts concluded between Calvi and the Buyer for the sale and/or supply of Products, without an explicit reference to these terms or a specific agreement in this respect.

These GTCS always apply, excepting any integration or modification to be, anyway, agreed in writing and specifically signed by Calvi.

Calvi reserves the right to modify, integrate and/or change these GTCS at any time and without any bar, by enclosing these variations to offers or to any further correspondence sent in writing to the Buyer.

2. Confirmation of order

The contract between Calvi and the Buyer is only concluded (i) after receipt by Calvi of the Buyer's written signing for acceptance of the written Confirmation of Order (hereinafter referred to as "CO") sent to the Buyer by Calvi; or (ii) after 7 working days starting from the Buyer's receipt of the CO without any written objections and/or written modification proposals and/or written integrations of the above mentioned CO sent to Calvi by the Buyer by registered letter with advice of receipt within the above mentioned term.

Any written proposals of modification and/or integration of the CO shall be submitted to a new acceptance by Calvi by sending a new CO according to the above mentioned procedure.

The conclusion of the contract according to the above mentioned procedure implies for both parties the complete acceptance and consequent complete application of the CO and of these GTCS as well as the simultaneous renunciation of the application of the Buyer's general terms to the contract.

Any order and/or modification of order transmitted orally and/or by phone by the Buyer shall be confirmed in writing by the Buyer himself to be considered binding and only after this written confirmation Calvi will send the relevant CO, in case of acceptance of the order and/or of the modification of order.

Any preliminary documents, projects, supplying details or further documentation, even on Calvi forms, shall not be considered binding for Calvi, if not specifically undersigned and indicated in the CO.

The technical information about Products included in catalogues, price lists, circulars or other brochures drawn up by the Company as well as the characteristics of samples are purely unbinding indications, unless specifically indicated and signed in the CO.

Calvi reserves, anyway, the right to modify at any time the construction details of their products in order to improve their performances, by previous notice to the Buyer in case of substantial modifications (for example modifications concerning the installation procedure, the characteristics of interchangeability of products, etc.

3. Deliveries and Delays

Products shall be delivered EXW Calvi factory in Merate (LC) in accordance with INCOTERMS 2010, unless otherwise agreed in writing in the CO accepted in writing by the Buyer and/or not contested and/or not modified and/or not integrated within the term indicated in the article 2 of these GTCS and according to the indicated procedure.

The risk shall be considered transferred to the Buyer at the delivery time indicated in the CO. All weighing, shipping, packing and transport costs shall be charged on the Buyer's account only, unless otherwise agreed in writing in the CO accepted in writing by the Buyer and/or not contested and/or not modified and/or not integrated within the term indicated in the article 2 of these GTCS and according to the indicated procedure.

The completion, shipping and/or delivery terms indicated in the CO are approximate only and unbinding, unless otherwise agreed in writing and accepted in writing by the Parties in the CO.

The Company reserves the right to execute partial deliveries by giving prior written notice to the Buyer.

The ownership of Products only passes to the Buyer after the complete payment of the price of the above mentioned Products.

The risk on Products passes from the Company to the Customer at the Delivery of Products.

Calvi is not liable for damages caused directly or indirectly by the delayed execution or the delayed delivery of Products: any delays by Calvi can under no circumstances lead to compensations for damages and/or to the cancellation of the supply contract.

In case of non-collection or delayed collection of products within 10 (ten) days after the date indicated in the CO by the Buyer for any reason, the Company has the right to issue an invoice according to the contract terms of payment with charge of a further compensation of 2 % of the value of Products for each month of delayed collection. In this case storing is at the risk of the Buyer, who is charged with storage costs.

The Company is not obliged to accept returned Products, unless otherwise explicitly agreed in writing between the Parties in the CO. The costs for any return are charged to the Buyer.

4. Specifications, inspections, Claims

Products are supplied in compliance with the Technical Supply Specifications, even with reference to tolerance limits, surface finishing of Products and composition of the material of Products, unless otherwise explicitly agreed in writing between the parties in the CO.

Weights and measurements are approximate and, in particular, Calvi reserves the right to deliver 10% above or below the weigh as well as the quantity indicated in the CO, without being liable for non-fulfilment and/or not precise fulfilment of the contract of sale and/or supply of Products.

Should Products not comply with the Technical Supply Specifications or have faults and/or manufacturing defects, the Buyer shall notify the Company in writing with specific and detailed claim to be sent – under penalty of nullity – no later than 7 (seven) days after the receipt of Products by registered letter with advice of receipt and/or by mail and/or by fax to the following fax no.: +39.039.998524.

The claim shall specify: (i) the type and extent of the faults notified by the Buyer; and (ii) the Buyer's declaration of willingness to put the claimed Products at Calvi's disposal for inspection, to be carried out according to schedules and procedures to be agreed in writing between the Parties case by case.

5. Prices and Payments

Prices are: a) EXW, ex Calvi factory, b) net of any tax, duty and/or due, c) net of shipping and transport costs.

Payments shall be effected by the Buyer in accordance with the terms and procedures explicitly indicated and agreed in writing in the CO, terms and procedures shall be considered mandatory, binding and essential.

Any early payment before the terms indicated and agreed in writing in the CO shall be considered as payment in advance.

Any payments effected to any agents, representatives and/or sales collaborators shall not be considered effected and, therefore, they don't free the Buyer from his obligation, until the relevant amounts are not received by Calvi.

No exception of any kind, even owing to supposed or also ascertained faults, defects or deviations of Products, can be claimed to exclude or delay the payment of invoices, that shall be effected according to the terms and conditions indicated in the CO.

The Buyer shall, therefore, be bound to the complete payment of Products, even in case of exceptions, claims and/or disputes to be only settled after the payment of the amount due by the Buyer.

The Buyer renounces in advance the offsetting with any credits of the Company, of any order and kind, unless otherwise agreed in writing and signed by the Parties in the CO.

In case of instalment payment, the non-payment even of a single instalment and/or part of it, in compliance with the terms and conditions indicated in the CO, will entitle Calvi to declare that the Buyer has lost the benefit of the instalment payment term with consequent collectability of the whole credit.

Whenever in Calvi's opinion the Buyer's financial status can jeopardize their creditor's rights resulting from the supply, Calvi will be authorized to suspend the execution of the supply till the Buyer can issue an adequate guarantee to be agreed in writing between the Parties about his solvency with reference to the complete payment of the supply of Products.

Any delayed payment and/or non-payment and/or payment irregularities non conforming to the terms indicated in the CO authorize Calvi to:

- a) suspend the supplies in progress, even if not concerning the payment in question; and
- b) modify the payment and discount terms for the supply concerned by the delayed payment and/or the non-payment and for the following supplies, even by requesting the advance payment or the issue of further guarantees;
- c) request, starting from the date of maturity of the payment and without formally placing in default, the overdue interests on the amount still due, at the rate prescribed by the law provisions presently in force for business transactions (in particular the legislative decree 231/2002 and following modifications and integrations and the EEC Directive 2000/35/CE), anyway, without prejudice to Calvi's right to request from the Buyer the compensation for further damages owing to the delayed payment and/or the non-payment and/or the irregular payment.

Moreover, in the above mentioned cases, each amount due on any account to Calvi by the Buyer immediately becomes receivable.

6. Termination Right

Any payment delay and/or irregularity by the Buyer as well as any deviation in the fulfilment of the contract will entitle Calvi to immediately terminate the contract by a simple written notice to send at any time, without formally placing in default and without prejudice to any further right, including the right to compensation for further damages.

7. Force Majeure and Further Causes of Exemption from Liability

The Company is not liable for the non-fulfilment of their contract obligations, including the obligations of delivery of Products, provided such non-fulfilment results, directly or indirectly, from:

- a) Causes not ascribable to the Company and/or force majeure.

Force Majeure means all the events reasonably beyond Calvi's control, including, but not limited to events such as the one listed below, only by way of example: natural events, fires, incidents, floods, thefts, rationing of raw materials, embargo, wars, strikes, shortage of labour, act by any authority or public body and delay of the supplier of the raw material required for production.

- b) Actions (or non-fulfilment) of the Buyer including non transmission of the information and approvals required to the Company to proceed with their job and consequent delivery of Products;
- c) Inobservance of the terms of payment by the Buyer;
- d) No available materials, components or services for the execution of the job and the supply of Products.

In case of even only one of the assumptions previously indicated at points a)-d), the obligations resulting from the execution of the contract between Calvi and the Buyer are suspended for the whole length of the event in question.

Should the event be caused by actions or non-fulfilment by the Buyer or by specific work of other contracting parties or suppliers of the Buyer, and/or should the event last longer than 60 working days, the Company reserves the right to cancel the CO and the whole order by written notice to be sent to the Buyer at any time, without any further obligation as well as claims for damages.

Should the Company, on the contrary, not cancel the CO and the relevant order in the above mentioned circumstances, the above named Company will be entitled to an adequate revision of the price of Products, to be agreed on the grounds of the costs and/or damages resulting from the events indicated in the above mentioned assumptions.

8. Warranty and Liability

Calvi warrants that their Products comply with the quality and type requirements indicated in the CO and are free of faults and manufacturing defects that could jeopardize the use of these Products defined in the relevant CO.

The warranty for construction defects is only limited to the defects of Products ascribable to defects of the used material or to design and construction problems attributable to the Company.

Moreover, the warranty covers no defects due to the normal wear of Products for rapidly and constantly wearing parts.

The warranty on purchased Products is suspensively conditional on the complete payment of Products by the Buyer.

Unless otherwise agreed in writing, the warranty period shall be 12 (twelve) months after the date of EXW shipping.

No warranty is provided beyond these GTCS and any liability for direct and indirect damages or for non-production is expressly excluded.

The warranty is applied provided that (i) Products have been correctly preserved in a suitable sheltered place, in their original packages and according to the Technical Supplying Specifications and (ii) no repairs, modifications or alterations of Products have been carried out without previous written authorization of the Company and (iii) any noticed defect has not been caused by chemical or electrical agents or by incorrect preservation.

Obvious faults, defects or quality deviations of Products shall be notified Calvi, under penalty of nullity, in writing by registered letter, communicated in advance by fax or mail confirmed by Calvi, no later than 7 (seven) working days after the discovery date and, anyway, no later than 60 calendar days after the receipt of Products

Any hidden defects and/or operating defects (only noticeable after the use of Products) shall be notified within 10 days after the discovery of the defect and, anyway, within the warranty period.

The complaint shall be provided with the required documentation with reference to the production batch, the reference invoice, the delivery note and all further information, including any photos, which can help the correct identification of the material and the defect type.

The warranty is, anyway, limited to the repair or replacement free of charge ex factory in Merate of Product or parts of Products, if they cannot be repaired or used owing to ascertained material or manufacturing defect.

Calvi is not, anyway, liable for damages caused by careless or incorrect use of Products and/or non-observance of the technical characteristics of Products, by unsuitable storing and by unauthorized modifications of Products.

Claims and complaints don't authorize the Buyer to suspend, even partially, the payment of the invoice of the claimed Products or the collection and/or payment of further supplies.

The Buyer loses the warranty right if he allows no reasonable inspection requested by the Company on the supposedly defective Products or refuses to return these defective Products within the term indicated in the relevant written request of the Company, if any.

In case the defects noticed on Products are not ascribable to the Company, the costs for repair and replacement of Products shall be charged on the Buyer's account.

The warranty defined in this article replaces legal warranties for defects and conformities and excludes any further Company's liability caused anyway by the products supplied; in particular, no further claims for damages can be lodged by the Buyer and on no account Calvi can be considered liable for indirect or consequential damages.

9. Compensation for Damages

Calvi's liability, resulting from the fulfilment or non-fulfilment of the contract, warranty, illicit act or strict liability shall not, anyway, exceed the value of the Product this liability refers to.

Under no circumstances the Company shall be liable for loss of income or loss of profit or non-use or standstill of Products or of any associated equipment, claims by the Buyer and/or by third parties concerning the above mentioned damages or for any further indirect or consequential damages.

10. Retention of Title

Should Products be delivered before the payment of the whole amount due, the sale is considered effected pursuant to and by effect of the article 1523 and following. Therefore Calvi maintains the ownership of Products till the complete payment of the price agreed.

11. General Provisions

The agreements, conditions and terms of the CO and these GTCS supersede any other agreement with Calvi on the same subject and completely express the will of the Parties to conclude the contract.

Total or partial invalidity of one or more clauses of these GTCS shall not adversely affect the validity of the remaining clauses. It's understood that any tolerance to violations of these GTCS can on no account be considered as a renunciation to exercise the associated or consequent rights and/or faculties.

12. Confidentiality

The Buyer undertakes to (i) keep strictly confidential any information/data/drawings/knowhow/documentation received and/or learnt from Calvi; (ii) to limit the use of such confidential information/documents and their access for purposes related to the execution of the contract.

Confidential information/documentation cannot be reproduced without previous written authorization of the Company and all copies shall be immediately returned by Calvi's request.

The above mentioned provisions don't apply to information that: (i) is or becomes publicly available without disclosure of the Buyer, his employees or collaborators, or (ii) was known to the Buyer prior to its disclosure by Calvi or (iii) has been disclosed by third parties not subjected to any confidentiality obligations for its use, unlike the Buyer, or (iv) can be disclosed to third parties with Calvi's previous written authorization.

13. Contract Assignment

Without Calvi's previous written authorization, the Buyer cannot assign the rights and duties resulting from the contract. The Company has the right to assign the credits resulting from the contract to third parties at any time, after having notified the Buyer in writing.

14. Processing of Personal Data

The Buyer's personal data shall be processed in accordance to the provisions of the Italian Law for processing of personal data (Legislative Decree 196/2003). Calvi informs the Buyer that the above mentioned company is controller of the personal data processing and these data are only collected and used for the execution of the contract of sale of Products. In accordance to the article 7 of the Legislative Decree 196/2003, the Buyer has the right to request Calvi the updating, correction, integration, cancellation and transformation into anonymous form of his data.

15. Competent Court, Dispute Settlement and Applicable Law

The particular conditions indicated in the CO as well as in these GTCS are ruled by the Italian Law.

Any dispute arising between the Parties out of or in connection with the interpretation and execution and/or termination of the contract of sale ruled by these GTCS and/or out of and/or in connection with the interpretation of these GTCS shall be submitted to the decision of a board of arbitration consisting of three arbitrators appointed according to the Rules of Arbitration of the International Chamber of Commerce in Paris, that the Parties declare to know and accept.

The arbitration shall take place in Milan, be performed in Italian and comply with the Rules of Arbitration of the International Chamber of Commerce in Paris, that the Parties declare to know and accept.

Date _____

Calvi S.p.A.

Buyer

Pursuant to and by effect of the Art. 1341 of the Civil Code and following, the Parties declare to expressly approve the following clauses

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- Art. 2 Confirmation of Order;
- Art.3 Deliveries and Delays;
- Art. 4 Specifications, Inspections and Claims;
- Art.5 Prices and Payments;
- Art. 6 Termination Right;
- Art. 7 Force Majeure and Further Causes of Exemption from Liability;
- Art. 8 Warranty and Liability;
- Art. 9 Compensation for Damages;
- Art. 10 Retention of Title;
- Art. 12 Confidentiality;
- Art. 13 Contract Assignments;
- Art. 15 Competent Court, Dispute Settlement and Applicable Law.

Calvi S.p.A.

Buyer
