

## **1. General**

1.1. These general conditions are applicable to all supplies and sales between Moval S.r.l. (hereinafter “the Supplier”) and the Client.

1.2. Any general conditions other than these, which have been attached, recalled, added or modified by the Client are not applicable, unless expressly accepted in writing by the Supplier.

## **2. Offers and orders**

2.1. The offers of the Supplier shall not be binding.

2.2. The orders of the Client are accepted by written “Confirmation of order” of the Supplier.

## **3. Prices and payment conditions**

3.1. Prices are quoted in Euro. Prices are to be considered as not including VAT, taxes and other duties. Prices do not include packaging, shipping and customs clearance costs.

3.2. Unless otherwise agreed, payment must be made within two days from the “Confirmation of order”, by bank transfer. Payment is deemed to be made when the respective sum is at the Supplier’s disposal at its bank in Italy.

3.3. Prices are subject, before delivery, to revisions or adjustments in relation to the actual costs incurred by the Supplier during the performance of the contract, such as raw material and material costs, production costs, amendments in the exchange rate, etc.

3.4. Unless otherwise agreed, any expenses or bank commissions due with respect to the payment shall be for the Client’s account.

3.5. In case of delay in payment with respect to the agreed date, the Client shall pay to the Supplier interest equal to the rate provided by article 5 of the Legislative Decree n. 231 dated 9<sup>th</sup> October 2002, starting from the date on which the payment was due.

3.6. The Client can offset only claims, which have been decided by final judgment (*res judicata*).

## **4. Time of delivery**

4.1. Delivery dates must be accepted in writing by the Supplier.

4.2. The Supplier has met the term for delivery, when he communicates to the Client that the Products are ready for delivery.

4.3. If the Supplier expects that he will be unable to deliver the Products at the date agreed for delivery, he must inform the Client within the shortest delay, of such occurrence, stating, as far as possible, the estimated date of delivery. This does not affect negatively the position of the Supplier.

4.4. Any delay caused by force majeure (as defined in art. 10) or by acts or omissions of the Client (e.g. the lack of indications which are necessary for the supply of the Products, the lack of delivery of the required certificates, approvals and documents, the execution of the advance payment, i.e. payment within two days from the “Confirmation of order”), shall not be considered as a delay for which the Supplier is responsible.

4.5. Any claim for damages arising out of non-delivery or delay in delivery of the Products is expressly excluded, save the case of fraud or serious negligence.

### **5. Delivery and shipment**

5.1. Unless otherwise agreed, the supply of the Products will be Ex Works (Incoterms 2010), even if it is agreed that the Supplier will take care, in whole or in part, of the shipment.

5.2. In any case, whatever the delivery terms agreed between the parties are, the risks will pass to the Client, at the latest, on delivery of the Products to the first carrier.

5.3. The Client has to take over the Products, which are ready for delivery.

5.4. In case of expressly agreed deferred payments, if the Client does not take over the Products within the foreseen date, the relative payments become due. Therefore, the Supplier is authorized to issue the invoice concerning the Products, which have not been taken over.

In any case, irrespective of the agreed payment terms and conditions, the Supplier can demand the payment of a penalty of Euro 100,00 pro pallet (for storage costs) for every week of delay in taking over the Products.

5.5. The payment of the penalty under art. 5.4. does not prejudice any further claims for compensation for damages of the Supplier, arising out of non-taking over or delay in taking over of the Products.

### **6. Complaints**

6.1. The Client must examine the Products, upon receipt of the same. Any complaints relating to packing, quantity, number or exterior features of the Products (apparent defects), must be notified to the Supplier, in writing, by e-mail, within 8 days from receipt of the Products; failing such notification, the Client's right to claim the above defects will be forfeited. Any complaints relating to defects which cannot be discovered on the basis of a careful inspection upon receipt (hidden defects) shall be notified to the Supplier, in writing, by e-mail, within 8 days from discovery of the defects, and in any case, not later than 12 months from delivery; failing such notification the Client's right to claim the above defects will be forfeited.

6.2. It is agreed that any complaints or objections do not entitle the Client to suspend or delay payment of the Products, as well as payment of any other supplies.

### **7. Warranty for defects**

7.1. The Supplier undertakes to remedy any defects, lack of quality or non-conformity of the Products for which he is liable, occurring within twelve months from the delivery of the Products, provided such defects have been timely notified in accordance with art. 6.1. The Supplier will have the choice between repairing or replacing the Products which have shown to be defective. The Products repaired or replaced under the warranty will be submitted to the same guarantee period starting from the date of repair or replacement.

7.2. The Supplier does not warrant that the Products conform to special specifications or technical features or that they are suitable for particular usages except to the extent such characteristics have been expressly agreed upon in the Contract or in documents referred to for that purpose in the Contract.

7.3. Except in case of fraud or gross negligence of the Supplier, the Supplier's only obligation in case of defects, lack of quality or non-conformity of the Products will be that of repairing or replacing the defective Products.

7.4. It is agreed that the abovementioned guarantee is in lieu of any other legal guarantee or liability with the exclusion of any other Supplier's liability (whether contractual or non-contractual) which may anyhow arise out of or in relation with the Products supplied; in particular, the Client will not claim any further compensation for damages, price reduction or termination of the contract. Once the guarantee period has elapsed, no claims can be made against the Supplier.

7.5. The Supplier shall not be liable for any defects concerning the design/project of the Products and/or arising out of the transformation of the Product.

7.6. The Client has to do appropriate tests on the Product, in order to identify any potential defects before placing the Product on the market.

### **8. Retention of title**

8.1. The delivered Products remain the Supplier's property until the same receives complete payment.

8.2. If the Products, which are subject to the retention of title, have been transformed or processed by the Client, the retention of title shall extend to the new processed or transformed Product. If the Products, which are subject to the retention of title, have been processed with objects and materials, which do not belong to the Supplier, this latter becomes co-proprietor of the new product, in proportion to the value of the Products subject to the retention of title.

### **9. Confidentiality and copyright**

9.1. The Client shall keep secret and confidential all the Information supplied by the Supplier, i.e. the Information contained in drawings, documents, know-how, samples, models, information media, etc.. The Client shall not disclose the Confidential Information to any third parties, without prior written consent of the Supplier. The Client shall not make any use thereof for purposes other than those established by the Supplier.

9.2. The Supplier maintains the ownership and other rights (f.e. copyright) on the supplied Information.

### **10. Force majeure**

10.1 Either party shall have the right to suspend performance of his contractual obligations when such performance becomes impossible or unduly burdensome because of unforeseeable events beyond his control, such as strikes, boycotts, lock-outs, fires, war (either declared or not), civil war, riots, revolutions, requisitions, embargo, energy black-outs, delay in delivery of components or raw materials.

10.2 The party wishing to make use of the present clause must promptly communicate in writing to the other party the occurrence and the end of such force majeure circumstances.

10.3 Should the suspension due to force majeure last more than twelve weeks, either party shall have the right to terminate the contract by a 10 days' written notice to the counterpart.

10.4. In case one party suspends the payments or is subject to a bankruptcy procedure, or any other insolvency proceeding, the other party is authorized to withdraw from the part of contract, which has not been fulfilled yet.

**11. Jurisdiction and applicable law**

11.1. The competent court of Brescia shall have the exclusive jurisdiction in any action arising out of or in connection with these general conditions.

11.2. These general conditions and the contracts between Supplier and Client are governed by the United Nations Convention on the International Sales of Goods (1980) and, with respect to questions not covered by such Convention by the laws of Italy.

**12. Miscellaneous**

12.1. Should any article or part of an article of these general conditions be held or declared invalid, void and/or ineffective, in whole or in part, all other terms of these general conditions shall remain in full force and effect.

The invalid, void and/or ineffective articles shall be held replaced by other articles whose juridical and economical purpose is closest to the one of the substituted articles.