

## LORENZINI S.R.L.

### GENERAL TERMS AND CONDITIONS OF SALE

#### PREAMBLE

The present Terms and Conditions govern and constitute an integral part of all contracts concluded between the Vendor (Lorenzini S.r.l.) and the Purchaser.

#### 1. DEFINITIONS

1.1 In these Terms and Conditions:

“Purchaser” means the person (or entity) to which the Vendor provides Products under a contract.

“Contract” means each contract for the sale of products by the Vendor to a Purchaser that incorporates these conditions.

“Product” means the product/s that the Vendor provides under each contract.

“Vendor” means the company Lorenzini S.r.l.

1.2 The categories of these Terms and Conditions do not alter their interpretation.

#### 2. APPLICATION

2.1 These Conditions shall be governed and shall be deemed incorporated in each contract for the sale of Products made by or on behalf of the Vendor to Purchaser. With the signing of each contract, and throughout the period of validity of the same, the Term and Conditions expressed therein are considered to be firm and irrevocable. Any other previous agreement is to be automatically replaced and is not binding on the Vendor, except where the Vendor himself does not want to recognize it in writing. These Terms and Conditions supersede and prevail over any terms and conditions (in conflict with the same or not) contained or referred to in any other document sent by the Purchaser, or in any other correspondence or yet implicitly accepted by the practice of business or commercial use.

2.2 The acceptance by the Purchaser of the delivery of products will lead to (except as provided in paragraph 3 below, subject to or even in any other way in which the acceptance of these conditions may be different) automatic acceptance, full and without reservation to any of these Terms and Conditions.

2.3 Any change to these Terms and Conditions shall be valid and effective only if made in writing.

#### 3. SUBJECT OF THE CONTRACT

3.1 The Vendor is committed to supply the Products in the purchase order sent and accepted in accordance with the provisions in paragraph 4.

3.2 Any type of object, structure or equipment supplied by the Vendor is made of pure titanium grade 1 to 4, fe36 iron, steel 316L or 304, anti-corrosion aluminum, unless otherwise expressly requested by the Purchaser and to be agreed between the parties and accepted in writing by the Vendor.

3.3 In any case regard to the composition of the raw material of the product will be referred to in the certificate of origin issued by the supplier of raw material, which therefore will be solely and exclusively responsible for any deviations from the requirements stated in the certificate.

3.4 Any changes to any characteristics and/or quality standards of the product and merchandise to those described in the technical detail and/or samples deposited at the site and delivered to the Purchaser must be agreed in writing between the parties.

#### 4. QUOTATIONS AND ACCEPTANCE

4.1 Each estimate made by the Vendor does not constitute an offer to sell. The Vendor reserves the right to withdraw or modify its discretion at any time prior to acceptance of each estimate of the order made by the Purchaser.

4.2 Orders will be made effective by the Purchaser by fax, e-mail or other appropriate instrument, communicated always in writing and is deemed irrevocable for a period of 90 days of the date of receipt of such orders by the Vendor.

4.3 The Vendor's acceptance of an order (including any telephone orders) will be effective only when such acceptance results in writing and appears in the form of order confirmation of Vendor, duly signed by a legal representative of the Vendor Agreement.

#### 5. PRICES

5.1 The prices of products are indicated by the Vendor in the offer and include, unless otherwise agreed in writing, the cost of standard packing of the product, but not the costs of delivery and transport, which must be paid by Purchaser. The prices even if confirmed in writing are indicative and are subject to appropriate variations in the event of increases in the cost of labour, raw materials and other costs occurring after the date listed or of contract for the shipment of the goods. Such changes must be communicated to the Purchaser, that will have power, if the price change exceeds 2.5%, to cancel the order within 7 days of receipt of the variation in price.

5.2 For deliveries of supplies that have been broken down over 3 months it is up to the supplier, in the event of increases for the reasons set out in the paragraph 5.1, relating to price changes above 2.5%, to vary the agreed prices. In this case the Purchaser had the ability to cancel the order.

#### 6. TERMS OF PAYMENT

6.1 Payments shall be made at the domicile of the Vendor in Euros (€), and the Vendor may require payment in the currency of the Purchaser according to the exchange rate prevailing at the time of completion of the contract.

6.2 The payment of invoices, unless otherwise agreed in writing, must be done in full accordance with the terms and conditions included in the form of order confirmation sent by the Vendor to the Purchaser. The deadline for payment is deemed essential. The Vendor has the right to suspend the supply of Products to the Purchaser in the presence of amounts due and unpaid until such time as such amounts are not fully yielded. The Purchaser shall

not be entitled to effect or delay the payment of the amount due to the Vendor and waives the right to oppose or raise objections of any kind, including that of compensation and reduction.

- 6.3 Each delay of credit granted to the Purchaser may be amended or revoked at any time.
- 6.4 Sums overdue and unpaid shall bear interest in accordance with Article 5 of Legislative Decree No. 231/2002 (and subsequent amendments), as of the date until full payment of the amount due (including interest) is made, both before and after establishment of a possible trial.
- 6.5 If, in the opinion of the Vendor, the Purchaser's credit quality deteriorates before delivery of the Products, the Vendor may require full or partial payment of the price even before the delivery, or require the provision of appropriate guarantees of payment in form and substance satisfactory to the Vendor.
- 6.6 The Vendor shall be entitled to offset any amount due from the Purchaser with any amount owed by Purchaser to Vendor.
- 6.7 Without prejudice to any compensation claim for further damage, if, after acceptance by the Vendor, the Purchaser cancels all or part of an order for goods, the Purchaser must pay immediately and on simple written request by the Vendor a sum as a penalty equal to 30% of the total value of the order cancelled. Remedies under these Terms and Conditions to the assumptions of violation and infringement, will be combined with other remedies provided by law.
- 6.8 Compensation is not allowed and deferred payments cannot be delayed or suspended even in the event of a dispute, complaint or delay.

## **7. DELIVERY AND RETURN OF PRODUCTS.**

- 7.1 The delivery dates indicated in a quotation, order confirmation or other documents are to be considered purely indicative and not binding. The Vendor will not, therefore, be liable for the failure to deliver products on time or dates, which shall not be construed as essential in nature.
- 1.1 Delivery will be made Ex Works Taggì di Sopra (PD) / to the Purchaser at the site indicated in the individual purchase orders. Shortages and damages must be reported to the carrier at the time of delivery.
- 7.2 If the Purchaser refuses or cannot take delivery of the goods under a Contract within 8 days of communication of speedy delivery or within the same time frame, not fulfilled the obligations imposed on it for delivery or shipment of Products, the Vendor shall be entitled to deliver the products at the expense and cost of Purchaser. In this case, if the Purchaser refuses to take delivery of the Products, the Vendor will have the right to: (I) immediately withdraw from the Contract (II) to dispose of Products at its discretion (III) be harmless and kept harmless by the Purchaser for any loss, additional costs and damages suffered or incurred by reason of such non-delivery (including, without limitation, the cost of inventory prior to the date of delivery), as well as (IV) require immediate payment of the penalty sum referred to in point 6.7.
- 7.3 Unless otherwise agreed, the Vendor may make delivery in one or more *tranches*. If the delivery occur in many *tranches*, each of them must be considered as a separate Contract.
- 7.4 With respect to each delivery, the Vendor will be deemed to have fulfilled delivery even if the quantity delivered should be greater or less than 10% of that specified in the contract or order confirmation. If the quantity delivered should be greater than specified in the contract, this must be confirmed in advance by the Purchaser.

## **8 RISK AND RETENTION OF TITLE**

- 8.1 The risk of loss and/or damage to Products shall pass to Purchaser at the time of delivery,
- 8.2 The delivered goods remain the property of the Vendor until full payment of their price. The Purchaser can however dispose of them in the context of the good management of its common activity. The cessation of payment from the Purchaser will void the authorisation to resale.
- 8.3 In order to identify the goods in question the Purchaser agrees to consider the application of the accounting principle "first in, first out". Despite the existence of a reservation of ownership clause, the Purchaser will bear the burden of risk relating to the goods delivered from the transfer of the above risks to the Purchaser.

## **9 INDUSTRIAL PROPERTY**

- 9.1 The Vendor is and remains the exclusive owner of the specifications, plans, models and documents of which the Purchaser may be able to take cognisance of under the contract. Any failure to adhere to these rules may be subject to legal action.

## **10 RIGHTS OF THIRD PARTIES**

- 10.1 The Vendor shall not be liable to the Purchaser when the Products infringe the rights of third parties. Where it is alleged that the Products infringe the rights of third parties, and the Vendor considers that the assertion of such a violation could be established, it may at its discretion and at its own expense replace or modify the Products so as to avoid infringement.
- 10.2 The Purchaser shall immediately inform the Vendor of any claim or action threatened or carried out concerning the violation of any rights of third parties. The Vendor shall have the right to supervision and direction of the actions or defences of judicial proceedings brought against such third parties. The Purchaser shall provide all reasonable assistance in such actions or defences at the request of the Vendor and the related costs will be borne by the Vendor.

## **11 WARRANTIES AND LIABILITIES**

- 11.1 The Vendor warrants that, for a period of 12 months from the date of delivery, the Products:
  - 11.1.1 shall comply with the specifications;
  - 11.1.2 will be free from defects in materials and workmanship.
- 11.2 The guarantees contained in paragraph 11.1 shall be substantiated by the fact that the Vendor:
  - 11.2.1 shall not be liable for defects arising from the normal age of the Products, incorrect or inadequate storage of the Products or gross negligence by a willful Purchaser or a third party;
  - 11.2.2 shall not be liable for defects that should be detected if these defects are not reported within 8 days from the date of delivery or, if not immediately recognisable or hidden within 8 days of their discovery.

- 11.3 The Vendor will also not be responsible for:
- 11.3.1 non-delivery of the Products, unless the Purchaser informs the Vendor of such breach within 7 days of receipt of the invoice from the Vendor;
  - 11.3.2 for any shortages in quantities delivered beyond the limits set out in section 7.5, unless such failure is not notified within 14 days after delivery of the Products;
- 11.4 If the Vendor were to be liable under paragraphs 11.1 or 11.3, the only obligations of the Vendor, in its choice discretion will be to:
- 11.4.1 fill any shortfalls in the quantities of Products;
  - 11.4.2 replace or repair defective Products that will be delivered in the manner provided for in paragraph 7 above, or
    - 1.1.1 issue a credit to the Purchaser of an amount equal to the amount that is paid by Purchaser for the defective or missing products.
- 11.5 The Vendor shall not be liable for negligence, misrepresentation or breach of contract with regard to:
- 1.1.2 loss or damage suffered by the Purchaser as a result of claims brought by a third party;
  - 1.1.3 any direct or indirect (including lost profits) loss suffered by the Purchaser, including without limitation lost profits, loss of goodwill and unexploited commercial opportunities.
- 11.6 The Vendor's maximum liability arising from the sale of the Products, whether due to negligence (even severe), breach, misrepresentation or other cause will be limited, unless otherwise agreed in writing, the cost of defective and/or not delivered products so as highlighted by the net price mentioned in the invoice addressed to Purchaser.
- 11.7 Nothing in these Terms and Conditions shall exclude the Vendor's liability for willful misconduct or fraud.

## **12. SPECIFICATIONS**

- 12.1 Unless otherwise agreed in writing between Vendor and Purchaser, any drawings, specifications and technical details on the form, size and weight that the Vendor has provided to the Purchaser shall be deemed approximate and the Vendor will not assume any responsibility in this regard.
- 12.2 Any drawings, specifications and technical details about shape, weight and dimensions supplied by the Vendor will be kept confidential and shall not be disclosed to third parties without the prior written consent of Vendor, or used for purposes other than those authorised by the Vendor.

## **13. PACKAGING**

- 13.1 The Purchaser shall bear the costs of special packaging requested from that required or at least different from the *standard* generally used by Vendor, made necessary by means of delivery other than those normally used.

## **14. LICENSE AND CONSENT**

- 14.1 Where a license or an approval, a certification or other government authorisation is necessary for the purchase, transportation, sale or use of the Products by the Purchaser, he must be obtain at his own expense such consent and, if so required, give evidence to the Vendor. Failure to obtain such consent or authorisation shall not entitle the Purchaser not to make or delay payments of the price of the Products.

## **15. FORCE MAJEURE**

- 15.1 If the Vendor is prevented, hindered or incurred late in delivering the Product in accordance with these Terms and Conditions by an event of Force Majeure, the Vendor may at its option:
- 15.1.1 suspend deliveries during the continuation of the Force Majeure;
  - 15.1.2 if in possession of insufficient stock of products to fulfill orders accepted, to classify such stock between its customers at its discretion;
  - 15.1.3 unilaterally terminate any Contract with immediate effect by notice to the Purchaser; it being understood, however, that Vendor shall not be liable for any loss or damage suffered by Purchaser as a result of this.
- 15.2 In this section, "Force Majeure Event" means any event beyond the reasonable control of Vendor, including without limitation, strikes, lockouts, war, insurrection, civil commotion, sabotage, compliance with laws or government orders, regulations or directives, accidents, failures to plants or to machinery, fire, flood, severe weather conditions, difficulty in obtaining or increased costs in raw materials or labour, or other circumstances that have an impact on the provision of products or in obtaining raw materials or labour compared to the usual source of supply to the Vendor.

## **16. RESOLUTION**

- 16.1 Upon the occurrence or at any time following the occurrence of an event provided in paragraph 16.2, the Vendor may;
- 16.1.1 stop Products in transit;
  - 16.1.2 suspend further deliveries of the Product,
  - 16.1.3 exercise the rights referred to in paragraph 7 above; and
  - 16.1.4 resolve any Contract with the Purchaser with immediate effect by written notice to Purchaser.
- 16.2 These events are:
- 16.2.1 a breach by Purchaser of its obligations under a Contract;

- 16.2.2 the adoption of a resolution for the dissolution or liquidation of the Purchaser, or a court order of dissolution or liquidation of the Purchaser issued by the competent authorities;
- 16.2.3 the insolvency of the Vendor;
- 16.2.4 entering into any arrangement with creditors or bankruptcy or other judicial or court settlement with creditors of Purchaser.

16.3 Upon termination of a Contract under paragraph 15.1.3 or paragraph 16.1.4, any amount due will become immediately payable by Purchaser to Vendor and the Vendor will be relieved of any further obligation to supply the Products to Purchaser under this Agreement.

#### **17. ASSIGNMENT**

17.1 The Purchaser may not, transfer or assign, or offer to sell, assign or transfer - any of its rights or obligations arising from a Contract without the prior written consent of Vendor.

#### **18. PARTIAL INVALIDITY**

18.1 As permitted by law, the invalidity or inefficacy of all or part of the Terms and Conditions will not result in automatic and full invalidity or inefficacy of the remaining Terms and Conditions.

#### **19. TOLERANCE**

19.1 The failure or delay in exercise by the Vendor's rights or remedies provided under a Contract or by law does not entail a waiver of such right or remedy.

#### **20. GOVERNING LAW AND JURISDICTION**

20.1 Each Contract and these Terms and Conditions are governed by Italian law.

20.2 Any dispute arising during the execution and interpretation of these Terms and Conditions and any Contract (a "Dispute") will be left to the exclusive jurisdiction of the Court of Padova. This paragraph 20.2 is stipulated for the exclusive benefit of Vendor. Accordingly, the Vendor shall be entitled to initiate proceedings concerning a dispute on any court having jurisdiction ("Proceedings"). To the extent permitted by law, the Vendor may establish different procedures in different jurisdictions.

The Vendor

The Purchaser

LORENZINI S.R.L.

The Buyer declares, pursuant to and for the purposes of Articles 1341 and 1342 of the Civil Code, that it has full knowledge and acceptance of all provisions of these General Terms and Conditions specifically approving the following Terms and Conditions :

**2. Application - 3. Subject of the Contract -4. Quotations and Acceptance - 6. Terms of Payment - 7. Delivery and Products make up - 8. Risk and Retention of Title - 10. Rights of Third parties - 11. Warranty and Liability - 15. Force Majeure - 16. Resolution - 17. Assignment – 20. Governing Law and Jurisdiction**

The Vendor

The Purchaser

LORENZINI S.R.L.

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Villafranca Padovana,01/03/2015