

1. DEFINITIONS

In the following sales and delivery terms:

- the "Seller" hereinafter stands for one of the following companies belonging to "SO.F.TER." Group
 - **SO.F.TER. SPA**, with registered office in Via Mastro Giorgio 1, Forlì (FC), Italy, registered with the Chamber of Commerce of Forlì with Registration Number 09211800157;
 - **SO.F.TER. DEUTSCHLAND GMBH**, with registered office in Weidacher Straße 26, 70794 Filderstadt, Germany, registered with the District Court (Amtsgericht) of Stuttgart with Registration Number HRB 224315;
- "Client and/or Purchaser" hereinafter stands for any physical person or legal entity which buys or is committed to buying products or goods from one of the companies of "SO.F.TER." Group;
- "Order" hereinafter stands for the Client's supply request followed by the "Order Confirmation" issued by the Seller to confirm the commercial and contractual terms and conditions of every single delivery;
- "Agreement" hereinafter stands for any contract or agreement entered by and between the Seller and the Purchaser concerning goods and/or products made and/or marketed by one of the companies of "SO.F.TER." Group;
- "Goods and/or the Products" that are the subject of the delivery and of the sales contract;
- "Parties" to the contract hereinafter stands for Seller and Purchaser jointly.

2. GENERAL TERMS

The following general sales and delivery terms are an integral part of the contracts of the Purchaser with the Seller. Any and whatsoever exception or deviation from the present general sales and delivery terms - in particular the implementation of the Purchaser's purchase terms - shall require for its validity the Seller's written consent.

3. CONTRACT

Information concerning prices and technical specifications in the Seller's price lists and brochures will be considered binding only if specified in writing to that effect between the Parties.

All purchase Orders made by the Purchaser shall be governed by the present general sales and delivery terms which are integral part of the Order Confirmation issued by the Seller. Orders shall be considered as being accepted only when they have been confirmed by the Seller by means of Order Confirmations.

The actual Seller will be the company, between the companies of "SO.F.TER." Group listed in the previous art. 1, resulting from the letterhead of the document "Order Confirmation".

Order Confirmations and sales and delivery terms that are integral part of Order Confirmations shall have priority over Product Orders and shall be implicitly accepted by the Purchaser unless otherwise agreed upon in writing between the Parties.

Should the Purchaser ask for a short-term delivery without the Seller's written Order Confirmation and should the Seller accept it, the Purchaser shall agree that the invoice issued by the Seller, including the present general sales and delivery terms, are integral part of the Agreement.

The Seller reserves to itself the right to dispose of or transfer all credits and claims concerning rights and warranties deriving from the Agreement to third parties.

4. DELIVERY AND DELIVERY PERIOD

Unless otherwise agreed between the Parties, partial shipments and deliveries are allowed; every partial delivery or shipment shall be considered as a separate agreement.

Differences in terms of quantity of about $\pm 10\%$ shall be allowed. Such percentage shall be calculated considering the overall quantity and not the quantity of individual partial deliveries.

However, the price shall be determined according to the quantity actually delivered.

The delivery date stated on the Order Confirmation is not binding, unless otherwise agreed upon in writing between the parties.

The Purchaser shall have no right to put in a claim or ask for compensation for delays in deliveries due to force majeure or misadventure the Purchaser was promptly informed about by the Seller, as soon as it came to the Seller's notice.

Possible missing goods, faulty or damaged products or packaging shall be notified by the Purchaser upon receipt of goods and indicated on the document of transport before the document is signed by the Purchaser and then countersigned by the carrier.

5. PACKAGING

The Seller shall not collect packaging or transportation materials unless provided for under the Agreement. The Purchaser agrees to dispose of packaging materials at his own care and expense.

6. PRICES AND PAYMENT TERMS

Delivery terms and other pieces of information supplied in price lists, brochures or verbally shall not be binding, unless otherwise agreed upon in writing between the Parties.

Transportation and insurance costs, customs duties and taxation in force when orders are received shall apply to all transactions; increasing or decreasing variations of such costs shall be charged/credited to the Purchaser. VAT and any other tax or government tax, where applicable, shall be charged and invoiced to the Purchaser in addition to the price agreed upon in the Order Confirmation.

The Seller shall issue invoices for the quantities of Goods and/or Products actually delivered to the Purchaser and at the price agreed upon in the Order Confirmation.

If compliance of Agreement becomes too onerous because of new external extraordinary and unforeseeable factors that determine an excessive economic imbalance for the Seller, the Seller shall have the right to renegotiate the Agreement terms and, without achieving an agreement, both Parties have the right to terminate the Agreement and shall notify the counterparty in writing.

Invoice payments shall be carried out by the Client in the agreed upon way and under the agreed upon terms.

After expiry of payment terms the Purchaser shall be considered to all legal effect as defaulting party without any further dunning letter and interests shall due as under Italian Leg. Decree No. 231 dated 9/10/2002. The Purchaser shall not have the right to object to his default by mentioning alleged or actual claims about supplies.

In the event of non payment the Seller shall have the right, in accordance with the provisions of applicable laws, to have all or part of the supplied goods back if still at the Purchaser's premises; the Seller shall also have the right to stop or cancel any future delivery even for purchase Orders which have already been confirmed to the Client and to suspend processing any further Order by the Purchaser, until payment of the amount owed by the Purchaser.

7. WARRANTY

All pieces of information concerning the processing suitability and the use of the sold Goods, technical advice and other pieces of commercial information shall be supplied according to the highest standard of the Seller's knowledge and according to the latest and most recent research carried out by Seller, but do not exempt the Purchaser from his responsibility to perform his own checks and tests on Goods and/or Products delivered. Product technical specifications are not to be considered as guaranteed sales specifications. Only the pieces of technical information explicitly indicated and confirmed in the Seller's Order Confirmation shall be considered as being ensured.

Any claims concerning quantities or the type of Products supplied shall be forwarded to the Seller, under penalty of forfeiture, in writing within 8 (eight) days from Goods receipt.

The Purchaser shall inspect the Goods delivered for quality or functionality flaws before processing the Goods or, in any way, within 12 (twelve) months since delivery of Goods and shall immediately inform the Seller about the flaws detected; otherwise after the expiry of the above-mentioned period the warranty remedy will be elapsed and the Product shall be considered as being approved. In any case, claims about quality flaws shall only be accepted if they are promptly forwarded in writing with indication of the number and date of the document of transport and of the invoice, as well as the batch reference indicated on packaging and supporting documents (such as: supporting vouchers, samples and packaging check tags etc.).

In the event of hidden flaws claims shall be forwarded in the way and terms as previously illustrated immediately after flaws are detected; in any case after 12 (twelve) months from Goods receipt the warranty remedy will be elapsed. The burden of proof of hidden defects is carried by the Purchaser. After the flaws have been notified, the Seller reserves to itself the right to inspect the Goods. Until then the Purchaser will ensure the access to the Seller and a suitable storage of the Goods and/or similar materials. If the Purchaser fails to put in claims within the required time, claims shall not be taken into consideration. It is the Purchaser's encumbrance to prove that such duty has been complied with.

At the sole discretion of the Seller the warranty of the Goods delivered shall be limited, alternately, to the replacement with another quantity of Goods corresponding for technical requirements or cancellation of the Agreement and refund of the price already paid or to price reduction. Unless otherwise provided for under the current law, the overall Seller's liability concerning warranty violations shall be limited to the reimbursement of the purchase price of faulty goods or - if so agreed by parties - to the replacement of goods.

The rejected Goods can be sent back only with the prior Seller's explicit consent. Further warranties and liabilities of the Seller will be limited to those expressly provided for by law, in particular for indirect losses, such as missing profit, missed savings or third party claims and/or, in particular, even for losses caused by Seller's managers and employees or by the authorised auxiliary staff.

8. ACTS OF GOD / TERMINATION OF AGREEMENT

Suspensions, for force majeure or misadventure, of the Parties' or third parties' operations, delivery delays, missed deliveries by suppliers, lack of raw materials or energy, traffic interruptions (if such events are unforeseeable) as well as wars, riots, strikes, lock-outs, official injunctions and other acts of God shall exempt the interested party from his duties and, in particular, from the duty to make or accept deliveries for the whole suspension period in so far as the party is involved in the suspension itself. If the above-mentioned circumstances that have made supply impossible should persist or continue for a period of time exceeding days 30 (thirty), both Parties shall have the right - subject to prior notification in writing - to terminate the Agreement without any compensation being due to the counterparty.

9. RESTRICTIONS ON IMPORTS

Unless otherwise agreed upon in writing, the Purchaser shall obtain import or use authorisations of Products at his own cost and risk. The Purchaser shall be bound by restrictions on imports and official regulations in this fields which will enter into force after the implementation of this Agreement.

10. CONFIDENTIALITY AND PERSONAL DATA PROTECTION

Every party agrees to manage all mutually exchanged technical and commercial pieces of information as private and confidential and not to disclose confidential information received to third parties, unless otherwise agreed upon in writing with the counterparty or unless otherwise provided for under the law. The Seller shall inform the Client about any personal data obtained as part of the Order processing and/or Agreement implementation process as under Art. 13 of the Italian Leg. Decree No. 196/2003.

11. APPLICABLE LAW AND JURISDICTION

These general sales and delivery terms and the Agreement are interpreted and governed exclusively by Italian law.

The Court of Forlì shall have exclusive jurisdiction over any lawsuit which might arise between Parties concerning to the interpretation, application and enforcement of the Agreement.

12. APPLICABLE LANGUAGE

The general sales and delivery terms herewith are drawn up in Italian, which is acknowledged as the only effective and official language by both Parties. Any interpretation dispute arising out of the terms herewith shall be settled based on the legal meaning that the used legal terms have in Italian. Translated versions of these terms in other languages shall not be considered as being effective.

A copy of the official version in Italian is published on the website www.softergroup.com and may be requested at any time by the Client.