

CONDITIONS OF PURCHASE

1 STATUS OF THE CONDITIONS

- 1.1** Those Conditions shall apply to and be incorporated into any purchase agreement executed between BUYER and SELLER (SELLER).
- 1.2** These Conditions shall prevail over any inconsistent terms or conditions contained in or referred to in SELLER's quotation or any Delivery Notes, Consignment Note, Acceptance Note of Order or in any terms and conditions elsewhere and shall take precedence over any terms or conditions implied by trade custom or practice or course of dealing or otherwise.
- 1.3** No addition to or variation of or exclusion of these Conditions shall be binding upon BUYER unless specifically agreed in writing and signed by a Director of BUYER.

2 VALID PURCHASE ORDER

- 2.1** SELLER will only sell Goods to BUYER pursuant to a valid order. All Orders will be placed with SELLER by BUYER subject to these Terms and Conditions.
- 2.2** BUYER can only cancel the Orders, once issued by SELLER, with the written consent of SELLER.

3 ACCEPTANCE OF ORDERS

- 3.1** SELLER will be deemed to have accepted an Order unless SELLER notifies BUYER in writing within 8 days of receipt of such Order.

4 DELIVERY

- 4.1** It is an essential and fundamental term of these Condition that SELLER makes Delivery by the time stated on the Order for Delivery Goods.
- 4.2** Proof of Delivery will be established only through an official stamp of BUYER or by the signature of an authorised employee of BUYER on a Delivery Note or Delivery Summary Manifest clearly detailing the Goods and the quantity delivered.
- 4.3** When SELLER fails to deliver the Goods in accordance with the Order and/or fails to deliver by the due date, or anyway within 30 (thirty) days after the original due date, BUYER may:
- 4.3.1** cancel or vary the whole (or any uncompleted part) of the Order without any further obligation to SELLER;
- 4.3.2** purchase substitute goods elsewhere;
- 4.4** Any Delivery Note accompanying a Delivery which is signed or stamped by or on behalf of BUYER is simply an acknowledgement of Delivery and will not constitute an acceptance by BUYER that the Goods comply with these Conditions. BUYER will only be considered to have accepted the Goods after the passing of 8 (eight) days for inspection of the Goods.
- 4.5** SELLER will not be liable for any delay or failure to supply Goods arising from circumstances beyond his control (e.g. natural disasters, state embargo, but not industrial disputes) on condition that SELLER notifies BUYER in writing of such circumstances promptly.

5 TITLE AND RISK

- 5.1** Unless otherwise stated in these Conditions, title to Goods supplied will pass to BUYER at the payment of the Goods by BUYER to SELLER.
- 5.2** Unless otherwise stated in these Conditions, risk in the Goods will pass to BUYER on Delivery.
- 5.3** Title to Rejected Goods which have been paid for by BUYER will revert to SELLER only when BUYER has recovered the price for the Goods. Pending such recovery, SELLER will store the Goods in a safe and proper manner, ensure that they are identified as property of BUYER and not dispose or otherwise deal in them without the written consent of BUYER.
- 5.4** Unless otherwise stated, Incoterms in use is EXW (Brescia, Italy).

6 REJECTED GOODS

- 6.1** BUYER has the right to reject any Goods for any following reasons and will notify SELLER in writing specifying the nature of the lack of conformity of any Goods which he rejects within 8 (eight) days after he has discovered such lack of conformity:
- 6.1.1** the Goods do not comply with SELLER's specifications as represented in the Order Confirmation;
- 6.1.2** the Goods are defective in material or workmanship;
- 6.1.3** the Goods will not comply in each and every respect with all relevant legal, regulatory and other requirement for the time being in force, provided that such requirements have been notified in writing by BUYER to SELLER prior to the date of the Order.
- 6.2** Rejected Goods will be collected by SELLER at his cost and credited in full and BUYER will be under no liability to pay for rejected Goods.
- 6.3** SELLER may, at his discretion, remedy the lack of conformity as per 6.2 above or by repair or re-work the Rejected Goods.
- 6.4** The above-mentioned guarantee shall exclude any other right to claim for any additional expenses and damages.

7 INDEMNITY

- 7.1** SELLER will not be responsible or liable of eventual loss and damages to people and/or equipment caused by the installation and use of the products sold and will be not liable of all costs, expenses, damage or other losses incurred or suffered by BUYER, or demands made or proceedings taken against BUYER.

8 PRICE AND PAYMENT

- 8.1** The price to be paid for the Goods shall be the price shown on the Order as accepted in writing in the Order Confirmation by SELLER.
- 8.2** Details of rebates payable to BUYER will usually be agreed in the term of any purchase agreement.

9 TERMINATION

- 9.1** Without prejudice to any other rights or remedies to which BUYER and SELLER may be entitled each party may cancel any or all Orders and/or any purchase agreement immediately without liability in the event that:
- 9.1.1** (a) the other party makes any arrangement or composition with its Creditors; or
(b) commits an act of bankruptcy; or
(c) if a receiving order is made against the other party; or
(d) the other party has a receiver or administrator appointed for the whole or any part of its assets or understanding; or
(e) circumstances which entitle the Court or a creditor to appoint a receiver or manager; or
(f) if any such action is, in the reasonable opinion of the party intending to declare the agreement avoided, likely to occur in the immediate future.
- 9.1.2** the other party commits any material breach of these Conditions or any purchase agreement.
- 9.1.3** a person (or a person acting together) takes a controlling interest in the other party's share capital for this purpose, a 'controlling interest' being either:
- (a) the ownership or control (directly or indirectly) of more than 50% of the other party's voting share capital of its holding company; or
(b) the ability to direct the casting of more than 50% of the vote exercisable at the other party's general meetings or those of its holding company on all, or substantially all, matters.
- 9.2** In addition to the provision of clause 10.1, each party has the right to terminate any purchase agreement by giving at least three month written notice to the other party.

10 ASSIGNMENT

- 10.1** Not BUYER nor SELLER will be entitled to assign any or all of his rights or obligations under these Conditions without the prior written consent of the other party.

11 SUPERVENING EVENTS

- 11.1** In the event that any legal or other regulatory requirement changes or varies the terms of an Order and/or a purchase agreement, or affects the agreed price of the Goods, each party reserves the right to cancel or amend the Order and/or purchase agreement without prejudice to its rights and interests in Goods already delivered and accepted.
- 11.2** Each party may terminate the purchase agreement in the event that its performance, due to events mentioned above, becomes excessively onerous and therefore the contract is no longer of interest for such party.

12 WAIVER

- 12.1** The failure to exercise or enforce any of its rights under these Conditions (or otherwise) will not be deemed to be a waiver of any such right nor will that failure operate so as to bar the exercise or enforcement of those rights at any future time.

13 CONFIDENTIALITY

- 13.1** The receiving party will not make use of the disclosing party's name or any other information contained in these Conditions (or supplied pursuant to them) for publicity purposes without the disclosing party's prior written consent.

14 GOVERNING LAW

- 14.1** In the event that any clause, term or provision contained within these Conditions is or becomes invalid, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 14.2** These conditions and any contract formed under them will be construed according to the laws of Italy.