



GENERAL SALES AGREEMENT

Each sale made by CCVI S.p.A will be exclusively governed by this general sales agreement (henceforth referred to as "the Agreement") and the terms detailed below.

Should any conflict or inconsistency arise between the Agreement and any other agreement, contract or terms and conditions, the terms of the Agreement shall prevail. Invalidity of one clause of the Agreement shall not affect the validity of any other provision of the Agreement.

1 Orders:

Offers made by CCVI S.p.A shall specify their validity (henceforth referred to as the "Specified Period") and orders should be placed with CCVI S.p.A within the Specified Period. Should the Specified Period not be expressly mentioned, the offer shall remain open for a period of 30 days from the offer date, after which term CCVI S.p.A. shall have the right to modify the offer or to consider it null.

All orders shall specify the CCVI part numbers and quantities being ordered.

Orders are firm and binding for the buyer and become firm and binding also for CCVI S.p.A. after CCVI S.p.A. sends its sales confirmation, with the exceptions indicated in clause 4 "Delivery Terms".

CCVI S.p.A. reserves the right to refuse orders which stipulate penalties and/or extended warranties for the benefit of the buyer.

CCVI S.p.A. reserves the right to carry out orders for special products or for goods manufactured expressly for the buyer within a range of $\pm 2\%$ (plus/minus two per-cent) of ordered quantities.

2 Prices:

Prices for standard products are those valid at the date of the offer or of the sales confirmation issued by CCVI S.p.A. Should quotations in the offers differ from the prices confirmed in the sales confirmation issued by CCVI S.p.A., the latter shall prevail.

Prices for special products or for those made according to the buyer specifications will be provided each time and for each single order. These prices may differ from the price-lists for standard products even if constructive characteristics and/or dimensions are similar. All prices are quoted ex works from the CCVI S.p.A address.

Should material, labour or other factor of cost increase between the order placement and delivery of goods, CCVI S.p.A. reserves the right to increase its prices starting from the date in which said increases occurred.

3 Delivery and transfer of risk:

Delivery is considered effected when goods are available to the buyer or when delivered to the forwarder or the shipper. If the buyer has not provided any instruction relating to the delivery or shipment of the goods, or has not arranged for prompt collection, or in case shipment is not possible, CCVI S.p.A. shall be authorized to store the goods in CCVI warehouse at the buyer's charges.

If shipment or delivery of the goods is delayed at the buyer's request, the risk is transferred to the buyer right from the time CCVI S.p.A. is ready to deliver or despatch the goods. In the event that the buyer delays in collecting the goods from CCVI S.p.A., after a period of 30 days CCVI S.p.A. is entitled to charge the buyer with costs for storing the goods, such costs amounting to a minimum of 0.5% (point five per-cent) of the invoice amount for each full storing month.

Should a reasonable new collection term have expired, CCVI S.p.A. reserves the right either to supply the goods at a postponed date or to dispose of the goods as deemed appropriate.

4 Delivery Terms:

Delivery terms quoted by CCVI S.p.A. are always approximate, although every effort will be made to respect them, and can be automatically postponed in the following cases:

- a/ Insufficient, incorrect or delayed instructions by the buyer that prevent the order execution;
- b/ *Force Majeure*, where failures are due to circumstances outside of CCVI S.p.A.'s control including but not limited to a shortage of energy, total or partial strikes, an act of God, fire, flood, accident, civil commotion, impossibility of obtaining materials or any other circumstance;
- c/ Any changes made to the order unless accepted and confirmed in writing by CCVI S.p.A.;
- d/ Default in the payment terms set out in the sales confirmation.

Should any of the above mentioned cases occur, CCVI S.p.A. would have the right to cancel the order after informing the buyer. Under these circumstances, CCVI S.p.A. would not pay any compensation to the buyer but could ask the buyer for damages in addition to any other remedies available at law or in equity.

5 Shipments:

Shipment of goods are always effected on behalf of the buyer and at the buyer's own risk even if CCVI S.p.A. terms are "free delivered". The buyer has to report any complaint for tampering or shortage of goods to the shipper/carrier in the first instance. CCVI S.p.A. will consider complaints regarding difference in quantities and/or types of goods received only if notifications are made in writing within 8 days of the receipt of the goods. Complaints about quantities should indicate the gross weight of the received package, whereas the identification labels attached to the cartons shall be sent together with those for types of goods.

In case of lack of instructions given by the buyer, CCVI S.p.A. will not bear any responsibility for the choice of carrier and/or transportation means or for any costs and fares caused by the delivery.

Unless expressly stated otherwise by CCVI S.p.A., carriage/shipment from CCVI S.p.A. address will be entirely at the buyer's expense. Should carriage/shipment costs be for the account of CCVI S.p.A., either totally or partially, CCVI S.p.A. will be entitled to choose the cheapest transportation means. However, if a transportation means is expressly requested by the buyer, the difference in fares will be totally for the buyer's account.

6 Payments:

The buyer has to make payments to CCVI S.p.A. at CCVI S.p.A. address.

Any payment sent to another place or made in a manner not agreed with CCVI S.p.A. will be invalid.

Unless otherwise agreed with CCVI S.p.A. in writing, all payments must be made in euro currency on the agreed expiry date.

In case of delayed payments, on top of any other remedy available to CCVI S.p.A. at law or in equity, interest for late payments shall accrue from the expiry date according to the Italian law d.leg. 9.10.2002 n. 231.

The buyer is not allowed to withhold payments or to compensate credits of any kind against payments, unless expressly and legally agreed in advance by CCVI S.p.A.

If agreed payments do not reach CCVI S.p.A. in time or, if after a sales confirmation has been issued by CCVI S.p.A. CCVI S.p.A. is informed about facts which can strongly reduce the buyer's solvability, CCVI S.p.A. will have the right to claim advance payments or sufficient warranties, or to cancel the sales confirmation entirely if no security is given, with no prejudice for further rights.

CCVI S.p.A. will retain its property rights on all goods delivered until all payments have been made by the buyer. To the extent mandatory legal provisions of the buyer's country do not contemplate a retention of title, but such country's legal system provides for other forms of security to secure payment of the seller's invoices, CCVI S.p.A. shall reserve such rights.

7 Publication and drawings:

Best endeavours will be used to produce accurate descriptions, drawings, reports and any other information contained in catalogues, correspondence or any other communication means. However, CCVI S.p.A. shall take no responsibility for any mistake contained in any of the above literature or correspondence

8 Warranty:

CCVI S.p.A. warranty for flaws or defects of any kind lasts one year from the date of goods delivery and is limited only to the repair or to the free exchange of pieces recognized by CCVI S.p.A. as defective for material flaws or manufacturing defects. The receiver of the goods has to report in writing any visible flaws or defects within 8 days from the receipt of the goods, whereas concealed flaws have to be reported within 8 days of their discovery. Failure of the buyer to notify CCVI S.p.A. of said defects may result in the loss of the warranty.

The defective or faulty goods must be returned to CCVI S.p.A. at the buyer's expense together with a written explanation detailing the quality and quantity of the goods, the sales invoice reference and the reason for the return. CCVI S.p.A. warranty does not apply if pieces returned as faulty have been tampered or repaired.

A complaint made by the buyer does not entitle the buyer to cancel or to reduce any other order already placed with CCVI S.p.A. nor does it give the buyer any right to a refund or to any form of compensation by CCVI S.p.A.

CCVI S.p.A. warranties and other responsibilities in case of faults in supplies and services, including the case of wrong supplies and services, read as follows:

Goods are manufactured in conformity with present technological standard.

General modifications in design and /or manufacturing before carrying the order out do not entitle the buyer to raise any objections to the quality of the goods.

Where goods are produced according to the buyer's drawings and/or technical specifications, CCVI S.p.A. warranty is limited to producing the goods as specified in the buyer's drawings and/or technical specifications. CCVI S.p.A. takes therefore no responsibility for the suitability of the goods with respect to the usage meant by the buyer or end user.

The warranty does not extend to any part, material or any other product supplied by the buyer.

The warranty offered by CCVI S.p.A. can be fulfilled either by repairing or replacing the goods, according to CCVI S.p.A. judgement. Should CCVI S.p.A. be unable to repair or replace the goods, CCVI S.p.A. will have the right to issue a credit note to the buyer for an amount equal to the one charged to the buyer for the defective goods. Upon request defective goods shall be returned to CCVI S.p.A. for repair at the buyer's expense.

If, during the warranty period, the supplied goods will be recognised as faulty by both parties, CCVI S.p.A. will bear the costs for return to CCVI S.p.A. address, for disassembly and reassembly as well as for repair or replacement, provided that such costs are proportionate to the value of the supplied goods.

9 Jurisdiction and applicable law:

The Agreement is subject to the exclusive jurisdiction of the Vicenza (Italy) courts and shall be governed by the Italian law.

All international trade laws and regulations are excluded under this contract and in particular the UN convention of Vienna dated April 1980 on international goods sales contracts.

10 Data protection

The buyer expresses his consent that CCVI S.p.A. keeps the personal data arising from the business transactions for processing, revision and evaluation, in accordance with the laws, and agrees that CCVI S.p.A. provides these information, if necessary, to third parties, such as sub-contractors or suppliers.

VICENZA
CCVI SPA

THE BUYER

For express acceptance of above clauses: 1. Orders, 2. Prices, 3. Delivery and risk transfer, 4. Delivery terms, 5. Shipments, 6. Payments, 8. Warranty, 9. Jurisdiction and applicable law of the present Agreement according to and for legal purposes as indicated in paragraphs 1341-1342 of the Italian Civil Code.

VICENZA
CCVI SPA

THE BUYER
