



GENERAL CONDITIONS OF SALE

Art. 1 – Recital – Unless otherwise provided for in a separate written agreement between the parties, every sale of products (hereinafter “**Products**”) of **LATTUADA NORTH AMERICA, INC.** 6967 Wales Road, Suite F - 43619 Northwood (OH) - USA or of companies controlled or connected with it (hereinafter: “**Lattuada**”) is governed by the following General Conditions of Sale that must be considered as an essential part of this agreement and shall be deemed to have been accepted by the Buyer even though the latter has not signed them. Any clause unilaterally added by the Buyer in the documentation signed by it and/or in its correspondence, being against or in any case in addition to the general conditions or to those specific expressly approved in writing by the Seller, shall be deemed as not written and shall be of no effect.

Art. 2 - Completion of the sale, quantities and prices - The sale is deemed to be completed once the Seller gives the written order confirmation also by fax and/or email or when deliveries are commenced in cases where the immediate delivery of the supply is requested, also in consideration of changes occurred and then accepted by the customer. The prices agreed are understood for Product delivered *ex works* of the Seller and do not include services and accessory charges (such as VAT, special packaging and transport) unless otherwise agreed.

Art. 3 - Delivery, risk transfer and transport - Products are delivered to the Buyer at the Seller’s plant or at another place indicated in writing by the Seller, and the risk transfer takes place with the delivery of the goods to the first carrier or Buyer in the events of collection of goods directly carried out by the latter. The Products always travel at the Buyer’s sole risk also when the carrier is selected and appointed by the Seller, being the latter freed from all responsibilities after having delivered the Products to the carrier, this delivery is deemed to all effects being carried out directly by the said Buyer. The delivery terms agreed are to be understood as indicative. If the Seller is responsible for delay of delivery for a period of up to 90 days, the Buyer is not entitled either to refuse the supply or to request the termination of the agreement and/or the compensation for any damages. If the delay in delivery exceeds 90 days, the Buyer is entitled to request – by registered letter- the cancellation of the order and the reimbursement of the advances if paid. In any event, the Seller shall not be liable for and/or direct and indirect damages of any nature and for any reason due to the delay or the failure to carry out the supply. The Buyer is obliged to sign a specific document provided by the Seller related to the acceptance of the Products.

Art. 4 - Reservation of title - The Buyer acquires property rights over the Products with the full payment of the price invoiced of the supplies but it takes the risks thereof as of the delivery. The advance payments will be considered as a part of the entire price and can be retained by the Seller if, for any reason, the Buyer renounced to the order, in any case without prejudice to any greater damages.

Art. 5 - Products features and conditions of use – Unless otherwise expressly agreed in writing by the parties, the conditions for using of the Products are those communicated or in any case resulting from the drawings and technical specifications of the Seller, if any, or as described in the website www.adeliolattuata.com in relation to products. The quality levels of Products are the standard quality levels of the Sellers, indicated in the relevant specifications as described on the Seller’s website. It is always the Buyer’s responsibility to identify and notify the Seller of the conditions of use of Products before technically defining them. Failing any particular instructions from the Buyer, the Seller considers as usual conditions of use those it considered or described in its designs and technical documentation.

Art. 6 - Warranties - Unless otherwise provided in writing by the parties, the Products delivered are covered by a warranty for defects in material and manufacture for a period of 12 months as of the delivery. The Seller shall replace the products delivered in this warranty period being faulty due to factory defects or in alternative, at its discretion, pay the Buyer an amount equal to the price already invoiced of the said products, being expressly excluded and waived any other right or claim by the Buyer also as compensation for direct and/or indirect damages or cost repayment borne by it (such as recovery, technical assistance, recalling costs, etc.). The substitution of the Products is considered as a final solution. Any defectiveness or non-compliance of Products shall be reported by the Buyer by writing to the Seller – in order to be valid – within 3 days from receipt of Products; any hidden defects shall be reported by the Buyer by writing to the Seller – always in order to be valid - within 3 days as of the relevant discovery. It being understood that Lattuada will not be responsible for any defect even though hidden, being notified in writing, after 12 months of the delivery of Products. The warranty does not apply where the defects identified are due to the Buyer’s negligence and/or to the use of Products being not compliant with the information and explanations in any case gave by the Seller, technical provisions, to incorrect design, application, assembly or manufacture of the facilities in which they are installed, to incorrect maintenance carried out by unauthorized personnel, to improper cleaning since it is made with materials and manners being not suitable, to incorrect storage,



handling and transport, to improper or imprudent use, also in the event of electrical system and its capacity being not suitable, or to circumstances that in any case cannot be related to the production defectiveness by the Seller. The Product is comply to the laws of the Country on which it is manufactured. Every implied warranties is expressly denied. THE SELLER WILL NOT BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, LOST PROFITS PERSONAL INJURY OR OTHER LOSSES OR DAMAGES WHATSOEVER OF PURCHASER OR ANY THIRD PARTY IN ANY WAY RELATING TO ANY PRODUCTS OR OTHERWISE ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL OR USE, INCURRED BY PURCHASER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Art. 7 - Buyer's Obligations - The Buyer is required to immediately take delivery of the goods given by the Seller to the carrier. The eventual installation services will be regulated by a different agreement signed by the parties. The Buyer is obliged to prepare the site of installation of the Products at its own care and charge in accordance to the indication provided by the Seller and also in comply to the security and safety mandatory. Where the Buyer delays the collection of the production for a period exceeding 10 days, in addition to the payment of price it shall pay the Seller a proper compensation equal to 2% per day of the price invoiced for storing such products. The Buyer shall carry out the payments normally, in accordance with the terms and conditions specified in the invoice. For late payments it will be accrued by default without need of further notification interest. In the event of payment delays, the Seller is entitled to immediately suspend any supply, even though it has concluded other agreements with the same Buyer. The failure to pay within the terms agreed will cause in any event the loss of favourable terms for the Buyer.

Art. 8 - Force majeure - If the Seller is unable to comply with the agreement due to force majeure (such as trade union disputes, strikes, interruptions of activities outside the Buyer's control, riots, governmental measures and other inevitable events i.e. natural catastrophes or beyond its control events), the deadlines set for the supply are automatically extended for a period in which these effects continue. Where the obstacle to comply with the agreement is longer than 6 months, both parties may request the termination of the agreement and, in such event, the Seller repay the Buyer the advances received, if any, releasing itself from any additional obligation on it.

Art. 9 – Confidentiality – Products made based on documentation like drawings, models and similar, set up by the Buyer or based on confidential information belonging to the Buyer, any Products made using Buyer's tools or tools modelled to them, shall never be used by the Supplier outside the Supply agreement with the Buyer, nor offered or transferred to third parties. Seller's Supply Contract, operations manual or documents of sale or instructions for use, shall not shared by Buyer to any third party unless upon prior written consent of Seller.

Art. 10 - Agreement – In the event of execution of a specific agreement signed by the parties, the said agreement together with its Annexes provides for and summarizes the obligations validly undertaken by the parties and being binding for them. The fulfilment by the parties will be subject to effective evaluation of the actual performance of the contractual tasks and duties to be carried out in good faith, with honesty and fairness. These General Conditions of Sale shall apply to the agreement, unless otherwise provided in writing by the parties or expressly provided in the said agreement.

Art. 11 - Disputes - Any dispute which may arise concerning the signing, validity, interpretation, performance, amendment and termination of the agreement or of these General Conditions of Sale will be settled according to principles and rule set forth in Article 12 below.

Art. 12 - Jurisdiction and Applicable Law - The Court of Milan shall be held exclusively competent, being any other court of competent jurisdiction expressly excluded, and the Italian Law shall be applicable.



Art. 13 - Website - These General Conditions of Sale are those indicated on the website <http://www.lattuada-na.com/cgv-usa> and may be printed and reproduced on paper. Lattuada undertakes to update the website <http://www.lattuada-na.com/cgv-usa> by publishing on it the version of the General Conditions of Sale as amended from time to time.

Art. 14 – Miscellaneous – This document and all provisions contained has been specifically agreed between the parties.

This GENERAL CONDITIONS OF SALE is entered into by the Parties on this _____ day of _____, 20_____.

LATTUADA NORTH AMERICA, INC. (Seller)

{print name of Company} (Buyer):

{signature},
An authorized representative

{signature},
An authorized representative

{print name & title}

{print name & title}