

1. Applicability of these General Conditions of Sale

1.1 Except as otherwise expressly agreed in writing by Maternini, these general conditions of sale (the “**General Conditions**”) are published on the web site <http://www.maternini.it/> and shall govern and constitute an integral part of all contracts of sale, supply or service, in Italy and/or abroad, by Davide Maternini S.p.A. with legal offices at Via Agostino Novella 1/3, 21046 - MALNATE (Varese), Italy, Fiscal Code and VAT no. 00730410123 (“**Maternini**”), of products manufactured and/or sold and/or services provided by Maternini (the “**Product/s**”), to any customers (the “**Purchaser**”). All offers, order confirmations, invoices and deliveries from Maternini to the Purchaser shall be deemed to have been made on the basis of these General Conditions, except as otherwise agreed in writing by Maternini.

1.2 Any general or special conditions of purchase of the Purchaser, including those referred to in communications sent by the Purchaser to Maternini, which differ from these General Conditions, shall be inapplicable and shall not bind Maternini unless expressly approved in writing by Maternini.

2. Contract Formation – Acceptance of Orders

2.1 Each contract of sale and/or service providing shall be deemed to have been concluded at the time the Purchaser receives from Maternini written confirmation of the order placed by the Purchaser. However, if the Purchaser receives from Maternini a written order confirmation containing terms and conditions different from those in the order itself, said order confirmation shall constitute a new offer and the contract will be deemed concluded (I) five (5) days following the Purchaser’s receipt of said order confirmation, if the Purchaser has made no written objection or (II) at the time the Purchaser takes delivery of the Products referred to in Maternini’s order confirmation, whichever occurs first. In any case, the contract shall be deemed concluded at the time the Products are delivered to the Purchaser and/or to the Purchaser’s carrier or forwarding agent, in accordance with the agreed commercial term.

2.2 Except as otherwise indicated by Maternini in writing, offers made by Maternini shall remain in force for thirty (30) days following the date on which they are issued, and only in respect of the supply of the total quantity of Products referred to in said offers. In any case, Maternini reserves the right to cancel or revise its offers at any time prior to written confirmation of the order in question.

2.3 Maternini reserves the right to accept or reject the Purchaser’s orders, in Maternini’s sole discretion. In any case, Maternini will not accept (I) orders that do not precisely identify the ordered Products (by indicating the relevant product code) and quantities; (II) orders for Products to be realized in accordance with specifications provided by the Purchaser and in respect of which Maternini has not already received from the Purchaser all of the technical specifications, drawings, technical data and any samples necessary for the manufacture and supply of the Products in question.

2.4 Maternini’s intermediaries and agents do not have the power to bind Maternini or to enter into contracts in the name and/or on behalf of Maternini. The offers presented by intermediaries and agents are all subject to written approval and confirmation by Maternini.

2.5 Any change to or cancellation of the order by the Purchaser shall be ineffective unless previously authorized or subsequently accepted in writing by Maternini.

2.6 All technical data and information, photographs, and illustrations concerning the Products contained in documents supplied by Maternini and attached to Maternini’s offers or contained in Maternini’s catalogues, price lists, prospectuses, newsletters, advertisements or other explanatory documents, shall be deemed to be for reference purposes only and non-binding, except as otherwise expressly indicated in Maternini’s offer and/or order confirmation. In any case, Maternini reserves the right to make any changes to the technical drawings/specifications of its Products that Maternini deems necessary or advisable, in its discretion, and that do not alter the essential characteristics of the Products, without being under any obligation to inform the Purchaser.

3. Product Prices

3.1 Except as otherwise agreed in writing by the parties, the following prices shall be applicable: the prices set forth in the relevant Maternini offer or, in the absence of a Maternini offer, the prices applied by Maternini to the Purchaser at the time Maternini accepts the offer in question.

3.2 Except as otherwise specified by Maternini, the Product prices (I) do not include VAT (which, where owed, shall be paid in accordance with the specific provisions in the invoice) and (II) shall be deemed to be Ex Works Via Agostino Novella 1/3, 21046 - MALNATE (Varese), ICC Incoterms®-2010, and shall, unless differently agreed in writing, exclude any packaging costs, FAT or SAT Tests costs, as well as any transportation costs, insurance costs, taxes, stamp duty, customs duty and any other additional cost. All prices and any other sum owed to Maternini for any reason shall be deemed net, Maternini’s domicile. The Purchaser shall therefore reimburse Maternini, in whole or in part, for any such cost that may be incurred by Maternini and included in an invoice from Maternini to the Purchaser, on the terms and conditions set forth by Maternini from time to time in its offer and/or order confirmation.

4. Payment

4.1 The Purchaser shall make payment for the Products in the manner indicated from time to time in the offer, the order confirmation and/or the invoice sent by Maternini to the Purchaser. Any payments made to agents or sales people of Maternini shall be deemed not to have been made and, therefore, shall not release the Purchaser from its payment obligation, until such time as the sum in question has been received by Maternini.

4.2 If the parties have agreed that payment for the Products shall be made by means of documentary credit, except as otherwise agreed in writing, the Purchaser shall cause the documentary credit to be issued, in accordance with the most recent Uniform Customs and Practice for Documentary Credits publication of the International Chamber of Commerce in force, an irrevocable documentary credit, confirmed by a primary Italian bank acceptable to Maternini. Upon receipt of Maternini’s order confirmation, the Purchaser shall submit the text of the documentary credit to Maternini, for the review and written approval of the latter. Except as otherwise agreed in writing with Maternini, the documentary credit (I) shall be issued at least thirty (30) days prior to the date of shipment of the Products indicated by Maternini in its order confirmation, (II) shall be valid from the time of its issuance until at least thirty (30) days after the last date of shipment of the Products; (III) shall allow partial drawings or shipments; and (IV) shall be payable at sight at the counters of the confirming bank and/or any other Italian bank agreed upon by the parties, against presentation of the following documents: commercial invoice, packing list, forwarding agent’s receipt or, alternatively, depending on the commercial term agreed upon by the parties, bill of lading or way-bill. Unless otherwise agreed in writing, the Purchaser shall bear all bank expenses, in Italy and/or abroad, relating to the documentary credit.

4.3 Upon (I) the occurrence of events negatively affecting the Purchaser’s assets or economic situation; (II) failure to pay a Maternini invoice or debit note by the payment deadline, or late or partial payment thereof or (III) any other breach by the Purchaser, the sums owed by the Purchaser to Maternini for the Products shall become immediately due and payable. In that case, Maternini shall be entitled, at any time and without having to give notice and/or carry out any other formality, to take immediate action to recover the sums owed to it, even if the amount of Maternini’s credit is not yet determined or if the payment deadline has not yet expired.

4.4 Any claim by the Purchaser that the Products are defective shall not entitle the Purchaser to suspend or delay payment; the Purchaser may not commence or proceed with any action against Maternini if the Purchaser has not first fully paid the price in accordance with the contract terms.

4.5 In the cases referred to in Article 4.3, Maternini shall also be entitled, in its sole discretion and without incurring any liability, (I) not to fill the order, (II) to suspend delivery and/or refuse to deliver the Products which have been ordered but not yet delivered, even if they are not the same Products for which payment was not made or was late, until such time as all sums owed by the Purchaser have been paid in full and/or (III) require the Purchaser to provide payment guarantees and/or change the payment terms or the manner of payment, both for supplies in progress and for subsequent supplies. Additionally, being the Purchaser in delay of any due payment, any Maternini’s delivery or performance dates will be automatically postponed by the same delay. In any case, Maternini shall remain entitled to terminate the contract pursuant to Article 12 below.

5. Factory Acceptance Tests at Maternini’s (the “FAT Tests”)

5.1 Unless differently agreed in writing, Product price shall not include any costs connected to FAT Tests and the Purchaser shall bear such costs. In any event all travelling and living expenses for Purchaser’s representatives in connection with FAT Tests shall be borne by the Purchaser.

5.2 Whenever agreed in writing by the parties by parties, FAT tests shall take place before shipment and shall, unless otherwise agreed in writing, be carried out at Maternini’s place of manufacturing during normal working hours.

5.3 Maternini shall notify the Purchaser of FAT Tests with no less than fifteen (15) days prior written notice to permit the Purchaser to be represented at the FAT Tests. If the Purchaser is not represented, the FAT Test report shall be sent to the Purchaser and shall be deemed to have been performed with positive outcome.

5.4 FAT Tests shall be carried out during normal working hours and shall be carried out to determine whether the Product is as required according to the contract. If the contract does not specify the technical requirements, FAT Tests shall be carried out in accordance with general practice in the appropriate branch of industry concerned in the country of the Product’s manufacturing and will consist of dry mechanical test only.

5.5 Should the outcome of the FAT Tests be not in accordance with the contract, Maternini shall be granted reasonable time to remedy the deficiencies recorded in the relevant FAT Tests report and, if the Purchaser so requires in writing within three (3) days, FAT Tests shall be repeated, provided however the object of any second or any further FAT Tests shall be confined to examining the specific Product’s compliance defects recorded in the immediately preceding FAT Tests Report. The above shall not apply when the deficiency was insignificant or the Purchaser does not require for any further FAT Tests to be repeated within the above three (3) day time limit. Any new FAT Tests shall be carried out in accordance with this Article 5.

6. Delivery – Risk of Loss

6.1 Except as otherwise indicated by Maternini in writing (in its offers, order confirmations or invoices), the Products shall be delivered Ex Works Maternini’s premises in Via Agostino Novella 1/3, 21046 - MALNATE (Varese) (EXW, ICC Incoterms®-2010); said commercial term, as well as any other commercial term that may be agreed upon by the parties in writing, shall have the meaning given to it in the then current edition of the International Chamber of Commerce’s Incoterms®, subject to any specific departures therefrom agreed upon in writing by the parties.

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6.2 Except as otherwise agreed in writing, Maternini shall pack the Products using the type of packaging that Maternini, in its sole discretion, deems most appropriate for the type of transportation agreed upon with the Purchaser from time to time.

6.3 Except as otherwise agreed in writing, Maternini shall not be required to insure the Products for transportation. In any case, from the time the Products are delivered by Maternini to the carrier or forwarding agent, said Products shall travel at the Purchaser's risk and peril. The Purchaser shall, at its sole cost and expense, adequately insure the Products for loss or damage during transportation, with a coverage cap at least equal to the purchase price of the Products being transported, even if the parties have agreed that Maternini will bear the costs of shipment and transportation.

6.4 If the Products are to be delivered to the Purchaser at one of Maternini's facilities, the Purchaser agrees to collect the Products and/or to cause the Products to be collected no later than fifteen (15) working days following the date for taking delivery of the Products, of which date Maternini informs the Purchaser in writing. If the Purchaser fails to collect said Products, after said date Maternini shall have no obligation to keep said ordered Products at the Purchaser's disposal. In any case, and in particular, without limitation, where the Purchaser fails to collect Products manufactured by Maternini on the basis of specifications provided by the Purchaser, Maternini shall be entitled to terminate the contract for breach by the Purchaser pursuant to Article 12 below and to require compensation from the Purchaser for any damages suffered by Maternini. If an extension of the payment deadline has been agreed upon, in all cases the deadline shall be calculated starting from the date for taking delivery of the Products, of which date Maternini informs the Purchaser in writing.

7. Time of Delivery – Acceptance of Delivery

7.1 Except as otherwise indicated by Maternini in writing, the delivery times indicated by Maternini in its offers or in its order confirmations shall be deemed to refer to the date from which the date of delivery of the Products shall be calculated.

7.2 In the case of Products to be realized on the basis of technical specifications provided by the Purchaser, the delivery date shall be calculated starting no earlier than the date on which Maternini has received all of the final technical specifications, drawings, technical data and any samples to be supplied by the Purchaser and necessary, in Maternini's sole discretion, for the manufacture and supply of the Products in question. It is understood that, where advance payment of the price by the Purchaser has been agreed upon, the delivery dates shall be calculated starting no earlier than the date on which Maternini has received said advance payment on the agreed terms.

7.3 Except as otherwise agreed in writing, in no event shall the delivery dates be deemed to be of the essence for the Purchaser; said delivery dates shall be deemed to be solely for reference purposes. In any case, by accepting a late delivery, the Purchaser waives any and all rights and/or claims relating to the delay in delivery.

7.4 At the time the Purchaser takes delivery of the Products, the Purchaser shall immediately: (I) check the packaging and the quantity of Products and (II) check whether the Products conform with the information contained in Maternini's invoice and provide Maternini with written notice of any non-conformity, in accordance with the provisions of Article 11.3 below.

7.5 Maternini reserves the right to fill the order by means of partial deliveries. If the Purchaser does not intend to accept partial deliveries of the goods, the Purchaser must so inform Maternini in advance and in writing. Except in those cases in which the Purchaser has previously informed Maternini that the Purchaser intends to accept only delivery of the order in full, in no event shall the Purchaser be entitled to refuse delivery or to delay payment for Products delivered to the Purchaser based on an order even only partially filled. Where partial deliveries are made, Maternini shall be entitled to issue partial invoices based on the deliveries made.

8. Retention of Title

8.1 Except as otherwise provided by mandatory rules of law which cannot be varied by contract, title to the Products shall pass to the Purchaser only upon payment in full by the Purchaser of the price for the Products in question and of all interest for late payments and other sums owed by the Purchaser. Until said time, the Purchaser shall keep the Products solely as a fiduciary for Maternini and shall ensure that they are adequately stored, protected and insured. In the event of default by the Purchaser, Maternini shall be entitled to repossess all Products subject to retention of title, wherever they may be, without carrying out any formality, including but not limited to giving the Purchaser notice of default; in addition, Maternini reserves the right to seek any other legal remedy available to it in respect of the damages suffered.

8.2 The Purchaser shall be entitled to resell the Products to third parties only in the ordinary course of the Purchaser's business and, in that case, the Purchaser expressly agrees to inform its customers that the Products are subject to retention of title as described above. In addition, except as otherwise provided by mandatory rules of law which cannot be varied by contract, the proceeds of the sale or of the processing of the Products shall be transferred to Maternini until such time as the price owed by the Purchaser to Maternini for the supply of the Products has been paid in full.

8.3 If, in order for Maternini's retention of title rights to be valid in the country in which the Purchaser's domicile is located, it is necessary to carry out administrative or legal formalities such as, but not limited to, recording the Products in public registers or placing markings or seals on the Products, the Purchaser hereby agrees to cooperate with Maternini and to take all action necessary in order to ensure that Maternini's retention of title rights are valid.

9. Preparatory Works and Working Conditions

9.1 The Purchaser shall in good time undertake preparatory works to ensure that the conditions necessary for timely and correct installation and operation of the Product are fulfilled, which preparatory works shall be in accordance with such drawings and information provided by Maternini. In any case the Purchaser shall ensure that the foundations are structurally sound. If the Purchaser is responsible for transporting the Product to the place where it is to be finally installed (the "Site"), he shall ensure that the Product is on the Site before the agreed date for starting the installation works.

9.2 The Purchaser shall ensure that (i) Maternini's personnel are able to start work in accordance with the agreed time schedule and to work during normal working hours. Provided that the Purchaser has been given notice in writing in reasonable time, work may be performed outside normal working hours to the extent deemed necessary by Maternini; (ii) he has, in good time before installation is started, informed Maternini in writing of all relevant safety regulations in force at the Site. Installation shall not be carried out in unhealthy or dangerous surroundings. All the necessary safety and precautionary measures shall have been taken before installation is started and shall be maintained; (iii) Maternini's personnel are able to obtain suitable and convenient board and lodging in the neighbourhood of the Site and have access to internationally acceptable hygiene facilities and medical services; (iv) he has made available to Maternini free of charge at the proper time on the Site all necessary cranes, lifting equipment and equipment for transport on the Site, auxiliary tools, machinery, materials and supplies (including fuel, oils, grease and other materials, gas, water, electricity, steam, compressed air, heating, lighting, etc.), as well as the measuring and testing instruments of the Purchaser available on the Site. Maternini shall specify in writing his requirements concerning such cranes, lifting equipment, measuring and testing instruments and equipment for transport on the Site at the latest fifteen (15) days before the agreed date for starting the installation work; (v) he has made available to Maternini free of charge sufficient offices on the Site, equipped with telephone and access to the Internet; (vi) he has made available to Maternini free of charge necessary storage facilities, providing protection against theft and deterioration of the Product, the tools and equipment required for installation and the personal effects of Maternini's personnel; (vii) the access routes to the Site are suitable for the required transport of the Product and Maternini's equipment.

9.3 Upon Maternini's request in good time, the Purchaser shall make available to Maternini, free of charge, such labour and operators as may be specified in the contract or as may reasonably be required for the purpose of the contract. The persons made available by the Purchaser under this clause shall provide their own tools. Maternini shall not be liable for such labour provided by the Purchaser or for any acts or omissions of the persons concerned.

9.4 If Maternini so requires, the Purchaser shall give all necessary assistance required for the import and re-export of Maternini's equipment and tools, including assistance with customs formalities. The assistance as such shall be provided free of charge.

9.5 The Purchaser shall give all necessary assistance to ensure that Maternini's personnel obtain, in good time, visas and any official entry, exit or work permits and (if necessary) tax certificates required in the Purchaser's country, as well as access to the Site. The assistance as such shall be provided free of charge.

9.6 The parties shall, no later than when Maternini gives notice that the Product is ready for dispatch from the place of manufacture, each appoint a representative in writing to act on their behalf during the work on the Site. The representatives shall be present on or near the Site during working hours. Unless otherwise specified in the contract, the representatives shall be authorised to act on behalf of their respective party in all matters concerning the installation work. Wherever these General Conditions stipulate that a notice shall be given in writing, the representative shall always be authorised to receive such notice on behalf of the party he represents.

10. Site Acceptance Tests (the "SAT Tests") and Final Acceptance of the Product

10.1 Unless differently agreed in writing, Product price shall not include any costs connected to installation at Site and SAT Tests and the Purchaser shall bear such costs, including all travelling and living expenses relating to Maternini personnel and representatives.

10.2 The Purchaser shall provide free of charge any power, lubricants, water, fuel, raw materials and other materials required for the SAT Tests and for final adjustments in preparing for SAT Tests. Purchaser shall also install free of charge any equipment and provide any labour or other assistance necessary for carrying out the SAT Tests.

10.3 When installation at Site has been completed Maternini shall notify the Purchaser in writing that the Product is ready for SAT Tests and indicate a date for SAT Tests, giving the Purchaser no less than five (5) days prior written notice to prepare for and be represented at SAT Tests. If, after having been notified in accordance with this Article, the Purchaser fails to fulfil his obligations under Article 10.2 or otherwise prevents the SAT Tests from being carried out, SAT Tests shall be regarded as having been satisfactorily completed at the starting date for SAT Tests stated in Maternini's notice.

10.4 SAT Tests shall be carried out during normal working hours and shall be carried out to determine whether the Product is as required according to the contract. If the contract does not specify the technical requirements, SAT Tests shall be carried out in accordance with general practice in the appropriate branch of industry concerned in the country of the Product's manufacturing.

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10.5 Maternini shall prepare a report of the SAT Tests. This report shall be sent to the Purchaser. If the Purchaser has not been represented at the SAT Tests after having been notified in accordance with Article 10.3, the SAT Tests shall be deemed to have been performed with positive outcome.

10.6 Should the outcome of the SAT Tests be not in accordance with the contract, Maternini shall be granted reasonable time to remedy the deficiencies recorded in the relevant SAT Tests report and, if the Purchaser so requires in writing within three (3) days, SAT Tests shall be repeated, provided however the object of any second or any further SAT Tests shall be confined to examining the specific Product's compliance defects recorded in the immediately preceding SAT Tests report. The above shall not apply when the deficiency was insignificant or the Purchaser does not require for any further SAT Tests to be repeated within the above three (3) day time limit. Any new SAT Tests shall be carried out in accordance with this Article 10.

10.7 Acceptance of the Product shall be considered to take place (a) when the SAT Tests have been satisfactorily completed or are regarded under this Article 10 as having been satisfactorily completed, or (b) where the parties have agreed not to carry out SAT Tests, when the Purchaser has received Maternini's written notice that the installation of the Product at Site has been completed. Minor deficiencies which do not affect the efficiency of the Product shall not prevent Product's acceptance by the Purchaser.

10.8 The Purchaser is not entitled to use the Product or any part thereof before acceptance. If the Purchaser does so without the Maternini's written consent, the Product shall be deemed to have been fully accepted by the Purchaser and Maternini shall be then relieved from carrying out any SAT Tests.

10.9 As soon as the Product is accepted by the Purchaser according to this Article 10, the Purchaser shall issue a certificate stating the Product has been taken over; provide however that any Purchaser's failure or delay in issuing such certificate shall not affect acceptance according to this Article 10.

11. Warranty and Limitation of liability

11.1 Maternini warrants that the Products shall be free from defects in design, materials and/or workmanship and warrants the proper functioning of the Products in respect of the technical specifications, the parameters and levels of service expressly indicated and/or accepted by Maternini in writing. In the case of supply of Products to be realized on the basis of technical specifications provided by the Purchaser, Maternini warrants only the conformity of the Products to the technical specifications, the technical drawings, the technical data or any samples supplied and/or approved by Maternini. In no case Maternini shall be obliged to deliver a Product suitable for a specific purpose and/or performance unless expressly agreed upon by Maternini in writing.

11.2 This warranty is given for a period of twelve (12) months as from (a) the date of delivery of the Products to the Purchaser or (b) should the contract provide for SAT Test to be carried out from the date the Product has been accepted in accordance with Article 10.

11.3 Any claim concerning defects in the Products shall be sent by the Purchaser to Maternini, by registered post, return receipt requested or in another manner in which receipt is certified, no later than fifteen (15) days from the date on which the Purchaser takes delivery of the Products or, in the case of latent defects which could not be identified, in the exercise of ordinary diligence, notwithstanding the initial inspection, within fifteen (15) days of the discovery thereof; always provided however that any warranty claims made after this fifteen (15) days limit shall be deemed as ineffective and shall not be considered by Maternini and in no case a claim notice shall be valid and effective when made after the warranty period is expired.

11.4 After receiving a regular claim, Maternini shall decide whether: (i) perform the warranty interventions either at its own premises or at Purchaser's ones; (ii) replace the defective parts or components or repair them; (iii) make use of its own personnel and/or avail itself of affiliates and/or other enterprises and/or employ Purchaser's staff. As to the relations with the Purchaser, affiliates' or other enterprises' personnel is considered as Purchaser's own personnel. All warranty interventions shall be decided and directed by Maternini. If warranty interventions are performed at Purchaser's premises, Purchaser shall be responsible for adequacy of all sites involved in the interventions and for compliance of such sites with safety, labour and environmental rules prescribed by any applicable law and shall hold harmless and indemnify Maternini from any cost, expense, liability or damage deriving therefrom. Maternini shall not be responsible nor liable for damages occurred for misconduct of Purchaser's staff in case involved in warranty interventions.

11.5 Costs connected to warranty interventions shall be divided between the Parties as follows: (i) Maternini shall bear costs relating to (a) parts or components necessary for remedying vices and/or defects of Products; (b) manpower and labour costs of Maternini's personnel involved in the replacement and/or repair; (c) transfers, board, lodging, insurance, safety and health care of Maternini's own personnel (d) shipment from the Purchaser to Maternini of defective parts or components of the Products, if they are requested in writing by Maternini; (ii) the Purchaser shall bear costs relating to (a) shipment of parts or components above mentioned under Article 11.5 (i) (a); (b) transfers, board, lodging, insurance, safety and health care of Purchaser's personnel; (c) compliance of sites involved in the interventions with safety, labour and environmental rules prescribed by any applicable law; in general (d) any other cost not included in Article 11.5 (i).

11.6 Maternini therefore reserves the right first to examine the Products alleged by the Purchaser to be defective and to determine whether there is in fact a defect and whether Maternini is responsible for the defect. If the parts or components of the

Products or the Product, which the Purchaser assumed to be defective, actually do not appear to be defective, the Purchaser will bear any and all the costs provided by Article 11.5.

11.7 The Purchaser shall only be entitled to return Products after having requested in writing and obtained Maternini's written authorization of the return in question. In its written requests for authorization to return Products, the Purchaser shall include the reasons for the request and references to the invoices and/or transportation documents relating to the Products in question. Defective Products, the return of which has been authorized in writing by Maternini, shall be delivered, DAP (ICC Incoterms®-2010) at Maternini's warehouse in Via Agostino Novella 1/3, 21046 - MALNATE (Varese), or such other location as Maternini may indicate in writing.

11.8 The Warranty given in this Article 11 is subject to the following provisions: (i) the Products shall be used in ordinary manufacturing process of 8 (eight) hours per day and 5 (five) days per week, unless the contract expressly provides for a specific use of the Products, agreed upon by the Parties in writing; (ii) the defects shall not have arisen as to materials or spare parts ordinarily subject to wear and tear; (iii) the defects shall not have been caused, even indirectly, by the information, instructions, software, documents, materials, components or data supplied by the Purchaser; (iv) the defects shall not have arisen through wilful damage, negligence, improper storage, abnormal working conditions, misuse, alteration or repair of Products by the Purchaser without Maternini's written approval; (v) the Purchaser shall have followed all instructions and technical information issued by Maternini with reference to the Products; (vi) where, in discharge of its obligations under the warranty given in this Article 11, Maternini agrees that the Purchaser may undertake any repair or remedial work on its behalf, the cost of such work shall be agreed in writing between the Purchaser and Maternini before the commencement of any such repair or remedial work; (vii) save for fraud or gross negligence on the part of Maternini, any compensation for damages to the Purchaser shall not exceed the quota of the value of the Products in respect of the defective part.

11.9 Any amendment, replacement, repair or remedial work made to the Products either by Maternini or by the Purchaser shall not extend the warranty period and the warranty for replaced and/or repaired parts of Products shall expire on the same day the warranty period of the Product expires.

11.10 Except in respect of death or personal injury caused by Maternini's gross negligence or willful misconduct and without any prejudice to mandatory rules of applicable law, the warranty provided by this Article 11 is the only responsibility due by Maternini to the Purchaser by reason of the contract, and Maternini: (i) shall not be liable whether in contract, tort or otherwise to the Purchaser by reason of any representation (unless fraudulent) or any implied warranty, condition or other term as to quality or fitness for purpose, or any duty at any applicable law that can be derogated; (ii) will bear no liability for any defect, nor for any third party ownership and/or industrial and/or intellectual rights; save as expressively stated in this Article 11. Nor shall Maternini bear any liability for any indirect, special, economic or consequential loss or damage (whether for loss of profit, loss of use, loss of production, loss of contract or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by negligence of Maternini, its employees or agents or otherwise) which arise out of or in connection with supply of Products or their use by the Purchaser.

12. Termination

Without prejudice to any other remedy it may have, Maternini shall be entitled to terminate, with immediate effect, each contract entered into on the basis of these General Conditions, by sending the Purchaser notice of termination, by registered post, return receipt requested or in another manner in which receipt is certified, in the event of breach by the Purchaser of any of the Purchaser's obligations under these General Conditions, which breach is not cured by the Purchaser, to Maternini's satisfaction, within twenty (20) days following Maternini's written demand to cure. Termination of the contract or any part of it shall not affect the rights and liabilities of either Party already accrued at the date of termination.

13. Products Use and Technical Information – Industrial Property

13.1 Purchaser shall use Products under the provisions of the contract and according to their functions and properties as indicated in the contractual documents. Purchaser shall bear any and all responsibility, fine, criminal offence and consequence deriving from any violation of such use and shall hold harmless and indemnify Maternini from any and all responsibility, cost, expense or damage deriving therefrom.

13.2 Maternini grants the Purchaser with the non-exclusive right to use means any drawing, document, software, instructions or information concerning the manufacture, assembly, installation or use of the Products supplied by Maternini to the Purchaser (the "Technical Information") only in connection with the use and servicing of Products during the validity, and in accordance with the terms, of the contract; provided however that in no event Maternini shall be under the obligation to deliver the Purchaser with any executive drawings and source codes related to the Products.

13.3 Purchaser acknowledges and agrees that nothing in the contract shall be construed or interpreted as granting the Purchaser with any right or interest in the Technical Information, that is, and shall remain, exclusive property of Maternini. In any case, the Purchase shall not act in a way, which may jeopardise Maternini's right and interest in or to the Technical Information. Moreover, the Technical Information shall not be exploited by the Purchaser for extra contractual purposes nor shall they be copied, reproduced, transmitted or made known to third parties without prior and written permission of Maternini.

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13.4 The Purchaser shall promptly refer to Maternini any infringement of the Technical Information or any claim related thereto of which the Purchaser may become aware and shall offer any reasonable support to the actions adopted by Maternini in order to oppose such infringement or claim.

13.5 Should the Purchaser supply drawings, documents, technical information or software concerning the projecting, designing, manufacturing or assembling the Products or any parts thereof, after the completion of the contract supply Maternini will not be entitled to use, copy, reproduce, transmit them to third parties if the Purchaser has expressively denied Maternini any right thereupon. Any Purchaser's delay in supplying of such information shall automatically extend any delivery dates by a period equal to the delay in providing such information.

13.6 Any patent, model, intellectual or industrial property, trademark, logo, commercial name, as well as any other any other right, interest, good or document, including the Technical Information, of Maternini (the "Industrial Property") is and shall remain exclusive property of Maternini and the Purchaser shall not acquire any title, property, right or interest thereof. Articles 13.3 and 13.4 shall apply.

13.7 All descriptions and illustrations and particulars of weights, size, dimensions, technical details of functions and properties, output and other data issued by Maternini in catalogues, price lists, listings, advertising matter and forwarding specifications are by way of general description and approximate only, and shall not form part of any contract or give rise to any right or interest on the Purchaser's part, nor any liability on Maternini.

14. Force Majeure

14.1 Except with respect to Purchaser's payment obligations (which shall be in any case performed at the terms and conditions agreed upon), delays or failure of either Party in the performance of its obligations hereunder shall be excused if and to the extent they have been caused by circumstances that are beyond the reasonable control of the Party affected and that cannot be promptly resolved ("Force Majeure"). Accordingly, and by way of example, Maternini shall not be responsible or liable if delay or failure of delivery is due to the current condition of international relations among the countries involved in manufacture, delivery or transport of Products, as well as to war, even not declared, embargo, riot, revolt, fire, sabotage, natural disasters, governmental orders, incapability of getting raw materials.

14.2 When a Force Majeure event actually occurs, each party's obligation which cannot be performed because of such event – except with respect to Purchaser's payment obligations, which shall be in any case performed at the terms and conditions agreed upon – shall be automatically delayed, without any penalty, as long as the Force Majeure lasts. Parties must give information each other by 15 (fifteen) days from the beginning or the end of a Force Majeure event. Shouldn't a party comply with such a due, it shall forfeit the right to appeal to Force Majeure. Parties also undertake to assume all measures in order to assure in the shortest time the resumption of ordinary performance of obligations delayed because of the Force Majeure event.

14.3 If the Purchaser's obligation of payment are to be totally or partly performed by documentary credit and a Force Majeure event actually occurs, the Purchaser, on Maternini's request, shall extend such documentary credit; shouldn't the Purchaser fulfil such obligation, Maternini, as an alternative to what regulated above, shall be entitled to perform the delivery, even at bonded warehouses, and to collect entirely the documentary credit.

14.4 If the Parties cannot perform their own obligations under the Agreement because of a Force Majeure event for a period of time of at least 6 (six) months, the Parties themselves shall meet in the shortest time to make an evaluation of the relevance of such event on the Agreement, in particular with reference to the purchase price and the delivery date, and shall agree the terms and conditions of the performance of their obligations.

16. Import and Export

16.1 The Purchaser represents that it has obtained all permissions and licenses for importing the Products within its own country and that Products comply with any laws, statutory regulations and governmental existing orders which may be applicable to the importation and sale or service of Products within its own country.

16.2 Unless otherwise agreed in writing Purchaser shall refund Maternini for all levies, dues, taxes and duties imposed on the Products purchased by the Purchaser or due by reason of exporting, importing and selling Products in the Purchaser's country.

16.3 Whenever administrative authorizations are required for export in Maternini's country, the delivery dates agreed upon shall be automatically extended by the time required for such authorization to be issued.

16.4 Unless otherwise agreed in writing, it shall be Purchaser's sole responsibility, cure and cost to apply and obtain any necessary prior authorization, certification required by any technical, environmental or administrative regulations or by any other applicable laws of the country to which the Products are destined (including any Product's standards, characteristics or specifications not expressly included in the technical specifications of the same Products), that are related to the placement and/or the use of the Products.

17. Miscellaneous

17.1 *Entire Agreement* –this General Conditions together with the order, the acceptance letter, the Purchaser's confirmation and any annex thereto, if any; supersede all prior agreements, representations, statements or warranties, whether oral or written, made by or on behalf of any Party hereto and constitute the entire agreement between the Parties relating to the provision stated herein.

17.2 Severability – Should any clause or sub-clause or part of a clause in the Agreement be held to be invalid because it contravenes any applicable legal provision or because of any other reason, the Parties agree to renegotiate any such clause or sub-clause, or part of a clause in good faith in order to provide a reasonably acceptable alternative to the clause or sub-clause or part of a clause of the Agreement, giving otherwise effect to the intents originally pursued by the Parties under the Agreement. Notwithstanding the invalidity of any such clause or sub-clause or part of a clause, all other terms of the Agreement shall remain in full force and effect.

17.3 Amendments – The Agreement may not be amended, modified or supplemented and no waivers of or consents to departures from the provisions hereof may be given unless consented to in writing by the Parties.

17.4 No Waiver of Rights – Failure of either Party to enforce any of the provisions of the Agreement or any of their right hereunder or failure to exercise any election provided for herein, shall in no way be considered a waiver of such provision, right or election, or in any way affect the validity of the Agreement. The failure of either of the Parties to enforce any of said provisions, rights or elections shall not preclude or prejudice such Party from later enforcing or exercising the same or other provisions, rights or elections which they may have under the Agreement.

17.5 Other Remedies – Without any prejudice to Article 11 all rights and remedies of the Parties, or of either of them hereunder shall be in addition to all other legal rights and remedies belonging to them and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies.

17.6 Assignment – the contract or any right deriving therefrom shall not be assigned by one of the Parties without the written consent of the other Party.

17.7 Notices – Any notice or other communication required or permitted to be given hereunder shall be delivered in person, transmitted by telecopy or similar means of recorded electronic communication or sent by international courier service or by registered mail with return receipt, addressed to the domicile of the Parties as specified in the Acceptance Letter.

17.8 Language – Unless otherwise provided by mandatory rules under the applicable law, all communications between the Parties (including all documents and instructions attached to, accompanying or following the Products) shall be in the English language which shall be considered the prevailing language between the Parties.

18. Applicable Law – Competent Court

18.1 These General Conditions and the contracts of sale and/or service of Products to which Maternini is a party shall be governed by Italian law and, in particular, in the case of contracts for the international sale of goods as defined in the Vienna Convention of 1980, by said Convention, to the extent that said Convention has not been derogated from by these General Conditions or by the parties in writing only.

18.2 All controversies arising from and/or relating to these General Conditions and the contracts of sale and/or service of Products to which Maternini is a party shall be resolved exclusively by the competent courts for the place in which Maternini's registered office is located. Without prejudice to the foregoing, Maternini reserves the right, in its discretion, to opt out of said exclusive court and to bring an action against the Purchaser before any court having jurisdiction over the Purchaser, in particular, but without limitation, for purposes of recovering sums owed to Maternini.

*** *** ***

For acceptance of these General Conditions of Sale

The Purchaser

Place and Date:
[stamp and signature]

For acceptance of the following articles of these General Conditions of Sale:
1.1, 1.2, 2.1, 2.3, 2.6, 3.1, 3.2, 4.2, 4.3, 4.4, 4.5, 5.1, 5.3, 5.4, 5.5, 6.3, 6.4, 7.2, 7.3, 7.4, 8.1, 8.2, 9.2, 10.1, 10.2, 10.3, 10.5, 10.6, 10.7, 10.8, 10.9, 11.1, 11.2, 11.3, 11.4, 11.5, 11.6, 11.8, 11.9, 11.10, 13.1, 13.2, 13.3, 13.5, 13.6, 14.3, 16.3, 16.4, 17.1, 17.2, 17.4, 17.5, and 18.2

The Purchaser

Place and Date:
[stamp and signature]