

GENERAL SALES CONDITIONS

- 1) Our offers shall be considered without binding effect and any possible order - though agreed upon by our agents or sales representatives - shall be deemed to be a final order only if a previous order confirmation has been issued by our Company.
- 2) Transport of goods is at buyer's risk, even in case of free delivery supplies. Therefore we reject any claims either for weight deficiency or for damages which may have occurred during forwarding or unloading. Carriers shall be held responsible for any such contingency and buyer shall take all reasonable steps against carriers before collecting goods. This circumstance shall apply also to sea shipments, therefore all claims shall be addressed by buyer directly to the shipping and the insurance Companies involved.
- 3) In the event of goods being allegedly defective due to use of defective materials as well as due to hidden faults and/or dimensional differences exceeding normal manufacturing tolerances which might be discovered only after delivery, we shall replace such defective goods in reasonable time without any right of buyer to reimbursement of any kind or damages. Buyer shall return defective or faulty goods FOB our plant; upon appropriate inspection we shall repair the goods or credit buyer's account for the returned quantities.
- 4) Claims are to be addressed within eight (8) days following reception of goods by buyer.
- 5) If so required or necessary, packaging will be invoiced at cost price. Unless previous agreement, returns will not be accepted.
- 6) Terms of delivery agreed upon shall not be binding. Any delay shall neither cause buyer's order cancellation nor any claim for reimbursement nor give rise to right to damages or interest. In any case, terms of delivery shall become effective upon full definition and conclusion of order with our confirmation in writing.
- 7) Strikes, wars, epidemics, lack or deficiency of wagons or freights, railway hold-ups, scarcity of materials, machinery failure and whatever cause may force us to a partial or total stop-work shall be considered as force majeure and will entitle us to suspend the execution of contracts.
- 8) Payment for the full invoice amount is due on expiry date at our head office in Florence, 6, Via Giorgio Saviane. After expiration of maturity date, commercial interest shall be charged on buyer's account. In case of total or partial late payments we will be entitled to draw a B/E plus interest and expenses/ stamps, additionally we will be entitled to file any other action to collect our credit as well as to cancel and terminate outstanding orders, without buyer's right to claim for compensation and/or indemnifications or to claim for advance payments of further outstanding deliveries.
- 9) When so required, inspection and testing on goods shall be carried out in our plants before shipment at buyer's expenses. After fifteen (15) days from notice of readiness of ordered goods, without inspection and testing being at least begun, buyer will be considered as waiving all his right with respect to such actions and we will provide for the shipment of goods without delay.

10) Any legal disputes also with foreign companies and/or citizens or regarding goods delivered abroad are to be regulated by Italian law, derogating to provisions contained in artt. 32, 35 and 36 of the Italian Code of Civil Procedure. Venue for any action shall be the Court of Florence, being the buyer not entitled to start legal proceeding in any other place either by guaranty or similarity of object between pending actions. However, when acting as a plaintiff, our Company reserves the right to file its action at the buyer's head office in Italy or abroad.

11) Any and all conditions herein included either printed out or handwritten or typed (visit also our homepage: www.coppermoulds.com in Italian) are deemed to be fully understood and accepted by buyer without any reserve by placing an order in whatever form.

12) By placing an order, buyer expressly confirms to be informed of prospectus edited by our company according to Italian Data Protection Code, Legisl. Decree no. 196/2003 (also visit our homepage: www.coppermoulds.com in Italian).

13) In case of buyer's non-fulfilment of the contract, supplier reserves the right to enforcement according to art. 1515 of the Italian Civil Code, notwithstanding any agreed tolerance of such a non-fulfilment.