

GENERAL SALES AND DELIVERY TERMS

1. DEFINITIONS

In the following sales and delivery terms the "Seller" hereinafter stands for SO.F.TER. SpA, with registered office in Via Mastro Giorgio 1, Forlì (FC), Italy, registered with the Chamber of Commerce of Forlì with Registration Number 09211800157; "Client and/or Purchaser" hereinafter stands for any physical person or legal entity which buys or is committed to buying products or goods from SO.F.TER. SpA; "Order" hereinafter stands for the Client's supply request followed by the "Order confirmation" issued by the Seller to confirm the terms and conditions of every single delivery; "Agreement" hereinafter stands for any contract or agreement entered by and between the Seller and the Purchaser concerning the "Goods and/or the Products" that are the subject of the delivery and of the sales contract.

2. GENERAL TERMS

The Purchaser agrees that the updated version of the Seller's general sales and delivery terms are an integral part of the contracts of the Purchaser with the Seller. Any deviation from the present general sales and delivery terms - in particular the implementation of the Purchaser's purchase terms - shall require the Seller's written consent.

3. CONTRACT

Information concerning prices and technical specifications in the Seller's price lists and brochures shall not be binding unless otherwise agreed upon. All Purchase Orders made by the Purchaser shall be governed by the present general terms which are integral part of the Order confirmation issued by the Seller. Orders shall be considered as being accepted only when they have been confirmed by the Seller by means of order confirmations. Order confirmations and sales and delivery terms that are integral part of Order confirmations shall have priority over Product Orders and shall be implicitly accepted unless otherwise agreed upon in writing. Should the Purchaser ask for a short-term delivery without the Seller's written order confirmation and should the Seller accept it, the Purchaser shall agree that the invoice, including the present general sales and delivery terms, are integral part of the agreement. The Seller shall have the right to dispose of or transfer all credits and claims concerning rights and warranties deriving from the agreement to third parties.

4. DELIVERY AND DELIVERY PERIOD

Unless otherwise agreed, partial shipments and deliveries are allowed; every partial delivery or shipment shall be considered as a separate agreement. Differences in terms of quantity of about $\pm 10\%$ shall be allowed. Such percentage shall be calculated considering the overall quantity and not the quantity of individual partial deliveries. However, the price shall be determined according to the quantity actually delivered. The delivery date stated on the Order Confirmation is not binding, unless otherwise agreed upon in writing. The Purchaser shall have no right to put in a claim or ask for compensation for delays in deliveries due to severe difficulties and hindrances the Purchaser was promptly informed about by the Seller, as soon as it came to the Seller's notice. Missing goods, faulty or damaged products or packaging shall be notified upon receipt of goods and indicated on the document of transport before the document is signed by the Purchaser and then by the carrier.

5. PACKAGING

The Seller shall not collect packaging or transportation materials unless provided for under the law. The Purchaser agrees to dispose of packaging materials at his own expense.

6. PRICES AND PAYMENT TERMS

Delivery terms and other pieces of information supplied in price lists, brochures or verbally shall not be binding. Transportation and insurance costs, customs duties and taxation in force when orders are received shall apply to all transactions; variations of such costs shall be charged/credited to the Purchaser. VAT and any other tax or government tax, where applicable, shall be invoiced, by the Purchaser on the top of the price agreed upon in the Order Confirmation. The Seller shall issue invoices for the quantities actually delivered and at the price agreed upon in the Order Confirmation. If completion of contract becomes too onerous because of new external factors that determine an excessive economic imbalance, the Seller shall have the right to renegotiate the agreement terms, without achieving an agreement, both parties have the right to rescind the Agreement and shall notify the counterparty in writing (ICC hardship clause 2003). Invoice payments shall be carried out by the Client in the agreed upon way and under the agreed upon terms. After expiry of payment terms the Purchaser shall be considered as defaulting party without any further dunning letter and interests shall due as under Italian Leg. Decree No. 231 dated 9/10/2002. The Purchaser shall not have the right to object to his default by mentioning alleged or actual claims about supplies. In the event of non payment the Seller shall have the right - without exclusion of any other right provided for under the law - to have all or part of the supplied goods back that are still at the Purchaser's premises; the Seller shall also have the right to put on hold or cancel any future delivery even for purchase orders which have already been confirmed to the Client and to suspend processing any further order by the Purchaser.

7. WARRANTY

All pieces of information concerning the processing suitability and the use of the sold goods, technical advice and other pieces of information shall be supplied at the best of the Seller's knowledge and do not exempt the Purchaser from his responsibility to perform his own checks and tests. Product Technical Specifications are not guaranteed sales specifications. Only the pieces of information explicitly indicated and confirmed in the Seller's Order Confirmation shall be considered as being ensured. Any claims concerning quantities or the type of products supplied shall be forwarded by the Purchaser in writing within 8 days from goods receipt. The Purchaser shall inspect the goods delivered for quality or functionality flaws before processing the goods or, in any way, within six months since delivery of goods and shall immediately inform the Seller about the flaws detected; otherwise the product shall be considered as being approved. In any case, claims about quality flaws shall only be accepted if they are promptly forwarded in writing with indication of the number and date of the document of transport and of the invoice, as well as the batch reference indicated on packaging and supporting documents, such as: supporting vouchers, samples and packaging check tags etc.). In the event of hidden flaws claims shall be forwarded as previously illustrated immediately after flaws are detected, but at the latest within six months from goods receipt. The burden of proof of hidden defects is carried by the Purchaser. After the flaws have been notified, the Seller shall have the right to inspect the goods. Until then the Purchaser will ensure the access and a suitable storage of the goods and/or similar materials. If the Purchaser fails to put in claims within the required time, claims shall not be taken into consideration. It is the Purchaser's duty to prove that such duty has been complied with. The warranty shall be limited to the replacement, cancellation of agreement or to price reduction at the Seller's discretion. Unless otherwise provided for under the law, the overall Seller's liability concerning warranty violations shall be limited to the reimbursement of the purchase price of faulty goods or - if so agreed by parties - to the replacement of goods. The rejected goods can be sent back only with the Seller's explicit consent. Further warranties and liabilities shall be excluded as provided for by the law, in particular for indirect losses, such as missing profit, missed savings or third party claims and, in particular, even for losses caused by our managers and employees or by the authorised auxiliary staff.

8. ACTS OF GOD/TERMINATION OF AGREEMENT

Suspensions of the Parties' or third parties' operations, delivery delays, missed deliveries by suppliers, lack of raw materials or energy, traffic interruptions (if such events are unforeseeable) as well as wars, riots, strikes, lock-outs, official injunctions and other acts of God shall exempt the interested party from his duties and, in particular, from the duty to make or accept deliveries for the whole suspension period in so far as the party is involved in the suspension itself. If the above-mentioned circumstances that have made supply impossible should persist or continue, both parties shall have the right - subject to prior notification in writing - to rescind the Agreement without any compensation being due to the counterparty.

9. RESTRICTIONS ON IMPORTS

Unless otherwise agreed upon in writing, the Purchaser shall obtain import or use authorisations at his own cost and risk. The Purchaser shall be bound by restrictions on imports and similar official regulations which will enter into force after the implementation of this Agreement.

10. CONFIDENTIALITY AND PERSONAL DATA PROTECTION

Every party agrees to manage all mutually exchanged technical and commercial pieces of information as confidential and not to disclose confidential information received to third parties, unless otherwise agreed upon in writing with the counterparty or unless otherwise provided for under the law. SO.F.TER. SpA shall inform the Client about any personal data obtained as part of the Order processing and/or Agreement implementation process as under Art. 13 of the Italian Leg. Decree No. 196/2003.

11. APPLICABLE LAW AND JURISDICTION

These terms and the Agreement are interpreted and governed by Italian law. The Court of Forlì shall have exclusive jurisdiction over any lawsuit which might arise out of or in connection with the contract.

12. APPLICABLE LANGUAGE

The terms herewith are drawn up in Italian, which is acknowledged as the only effective and official language by both parties. Any interpretation dispute arising out of the terms herewith shall be settled based on the meaning that the used legal terms have in Italian. Translated versions of these terms in other languages shall not be considered as being effective. A copy of the official version in Italian is published on the website www.softerspa.com and may be requested at any time by the Client.