

GENERAL TERMS AND CONDITIONS OF SALE

1. Interpretation

In these General Terms and Conditions:

- 1.1. "Customer" shall mean the person or entity named on the Invoice annexed hereto or the Applicant on the credit application annexed hereto, as may be applicable, or any other person or entity that purchases or offers to purchase the Products from the Vendor.
- 1.2. "Consumer" defined as such by the Law (as defined below)
- 1.3. "Law" means the applicable legislation under art 16 below.
- 1.4. "Products" means the goods and/or services acquired by the Customer to which these Terms and Conditions apply.
- 1.5. "Vendor" means Rollease Acmeda S.r.l. (VAT n. IT 03449930134), Via Conca Del Naviglio, 18, Milano, Italy
- 1.6. "Delivery" means either the moment in which the goods are picked up by the first carrier at Vendor's premises, or the moment in which the Vendor actually delivers the services to the Customer, as the case may be.

2. Offer and acceptance

- 2.1. Any quotation made by the Vendor is not an offer to sell or to provide the Products.
- 2.2. The Vendor shall not be bound by any order given in pursuance of any quotation until it is accepted in writing at the Vendor's absolute discretion.
- 2.3. These Terms and Conditions shall be deemed to be incorporated into any future agreement between the Vendor and the Customer, having as the subject the supply of products, unless explicitly amended by both parties in writing.
- 2.4. Any terms and conditions contained in any order, offer, acceptance or other document of the Customer and all representations, statements, terms and conditions and warranties (whether implied by statute or otherwise) not embodied herein are expressly excluded to the fullest extent permitted by law.
- 2.5. No order may be cancelled by the Customer except with consent in writing and on terms which will indemnify the Vendor against all losses.

3. Payment

- 3.1. Where a credit account has not been approved by the Vendor, cash on delivery (COD) will apply.
- 3.2. Where a credit account has been approved by the Vendor, COD will apply to the first purchase by the Customer. Subsequent purchases on the Customer's credit account will require payment by net cash within 30 days of the date of the Vendor's invoice for all Products, unless these terms are specifically varied in writing by both parties, or shown specifically on invoices.
- 3.3. The withholding or extension of credit shall be at the absolute discretion of the Vendor.
- 3.4. The Customer shall not withhold or set off payment of any amount due to the Vendor notwithstanding any claim for faulty or defective Products or any other reason.

4. Tax

- 4.1. Unless expressly stated otherwise, all prices, quotes or estimates provided by the Vendor do not include any value added tax (IVA).
- 4.2. Unless an invoice expressly states to include value added tax, the Customer shall simultaneously pay to the Vendor the amount of such tax in addition to the sales price stated to be owing on the invoice if applicable.

5. Title

- 5.1. The Vendor and the Customer acknowledge and agree that the Vendor shall retain legal and equitable right to title in the Products (i.e. ownership) until the Customer has paid the full purchase price of the Products and any other sums in any way outstanding from the Customer.
- 5.2. Upon Delivery of the Products, the risk in the Products shall pass to the Customer and the Customer agrees to hold the Products only as bailee and fiduciary agent for the Vendor up to full and final payment.
- 5.3. The Customer agrees to keep the Products safe and store them in a manner which enables the Products to be identified and ascertainable as the property of the Vendor and agrees to insure the Products on behalf of the Vendor at the Customer's expense.
- 5.4. The Vendor agrees that the Customer may sell or deal with the Products in its ordinary course of business, but only as the fiduciary agent and bailee of the Vendor. At all times the Customer shall keep a record of the Products sold or dealt with, which enables the Products to be identified, and the Customer shall keep any proceeds of such

- sale of the Products in a separate account until the Customer has paid the full purchase price of the Products to the Vendor.
- 5.5. If the Products are sold by the Customer, used by the Customer to make or manufacture any product which is sold by the Customer, or used by the Customer as part of services offered by the Customer to its own customers, the Customer shall, upon the receipt of the proceeds of such sale of product or services, hold in trust for the Vendor that amount from the proceeds of sale which represents the purchase price of the Products. Upon receipt by the Customer of the said proceeds of sale, the Customer shall pay that sum, which represents the amount owing to the Vendor for the Products, to the Vendor forthwith; or if a period of credit has been granted or extended, pay the sum owing to the Vendor within the period of credit.
- 5.6. The Vendor may revoke the authority given to the Customer to use the Products or sell the Products that have not been paid in full by giving written notice at any time if the Vendor in its absolute unfettered discretion deems the credit of the Customer to be unsatisfactory or if the Customer is in default of its obligations under these Terms and Conditions or any other agreement between the Vendor and the Customer.
- 5.7. While the Products remain the property of the Vendor, the Customer agrees that it has no right or claim to any interest in the Products to secure any liquidated or unliquidated debt or obligation the Vendor may owe to the Customer and the Customer cannot claim any lien over the Products.
- 5.8. The Customer shall inform its creditors of the terms upon which it buys the Products from the Vendor of the rights of the Vendor and title to the proceeds from the sale of the Products.
For this purpose the Customer undertakes:
- (i) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Vendor may reasonably require
 - (ii) give the Vendor at least seven (7) days written notice prior to any material change in its business practices of selling the Products which may result in a change in the nature of proceeds derived from such sales;
 - (iii) give the Vendor at least seven (7) days written notice prior to any proposed change in the Customer's details that is likely to affect a registration, including but not limited to any change to the Customer's address, facsimile number, email address, business or trading name, or other contact details.
- 5.9. The Customer warrants that all information and representations made to the Vendor by the Customer, or a person acting on the Customer's behalf are true, complete and correct and agrees to indemnify the Vendor for any loss, claims or costs incurred as a result of a breach of any of these warranties by the Customer.
- 5.10. Money paid by the Customer must be applied in the following order unless the Vendor agrees otherwise and irrespective of any declaration of the Customer:
- (a) to expenses incurred by vendor to recover overdue amounts, then
 - (b) to interest accrued on overdue amounts, then
 - (c) to overdue invoices, starting from the eldest, then
 - (d) to the invoices expected to be due, starting from the eldest.
- 6. Risk**
- 6.1. Risk in the Products shall pass to the Customer:
- (a) for Products that are to be picked up by the Customer or the Customer's agent, the earlier of:
 - (i) the time of arrival of the Customer or the Customer's agent for the purposes of pick-up; or
 - (ii) at 5pm on the day on which the Customer is advised that the Products are available for pick-up.
 - (b) for Products that are to be delivered to the Customer, at the time of Delivery
- 6.2. The Products shall remain at the Customer's risk at all times thereafter unless and until the Vendor retakes possession of the Products pursuant to these Terms and Conditions.
- 7. Claim**
- 7.1. The Customer must immediately and accurately inspect the Products upon receipt.
- 7.2. The Customer must notify the Vendor in writing of any claims for damage in transit, shortages, loss or for any other visible defect within eight (8) business days of receipt of delivery.
- 7.3. The Customer must notify the Vendor in writing of any claims for all non visible defects of Products within 8 (eight) days of discovery, and in any case within one (1) year of Delivery.

7.4. Products are deemed to be received in good order, condition and quantity if no claim is received by the Vendor within the time limits set out in this clause and no claim can be lodged after the lapse of such time limits.

8. Goods returned for credit

8.1. Products will be accepted from the Customer for credit only by prior written agreement with the Vendor, or to the extent that they have been wrongly or over supplied. Any claims must be reported to the Vendor within eight (8) days from receipt of delivery.

8.2. If the Vendor accepts a return of any Product in accordance with clause 8.1, the Product shall be returned to the Vendor:

- (a) at the Customer's cost in good order and condition, unused and in its original packaging;
- (b) accompanied by a dispatch note stating the original invoice number, date of supply and the reason for return.
- (c) and, except where the Products have been wrongly or oversupplied, the Vendor will apply a charge of 15% of the list price of the Products or Euro50.00, whichever is greater, to the Customer's account to cover handling and restocking costs.

8.3. Products made to special or customary order by the Vendor cannot be returned nor credited unless they do not meet specification, or otherwise are not in accordance with the specific terms of the contract.

9. Warranty

9.1. Except as provided herein or prohibited by Law, there are no express or implied warranties, guarantees, conditions or other terms regarding the supply of the Products and the Vendor shall not be liable to the Customer for physical or financial injury, loss or damage or for any indirect or consequential loss or damage of any kind arising out of the supply, layout, assembly, installation, operation or use of the Products, whether caused by tort, breach of contract or arising out of the Vendor's negligence or in any way whatsoever to the maximum extent permitted by the Law .

9.2. If the Customer is not a Consumer , any warranty, guarantee, condition or other term arising out of or in connection with the supply of the Products which might apply or which might be implied into or incorporated into the contract by statute, Law, or otherwise (including, without limitation, any implied term or guarantee as to acceptable quality, fitness for purpose, due care and skill) is hereby expressly excluded to the maximum extent permitted by law.

9.3. If the Customer is a Consumer the Vendor is required to make certain guarantees regarding the supply of the Products (including guarantees as to acceptable quality, fitness for purpose, due care and skill) and the Vendor makes those guarantees only to the extent it is mandatorily required by Law to do so. If these guarantees are not required by Law to be made by the Vendor, the Vendor does not make them.

9.4. In any case, The Vendor's liability is hereby limited, at Vendor's option, to:

- (a) in the case of goods, any one or more of the following:
 - (i) the replacement of the goods or the supply of equivalent goods; or
 - (ii) the repair of the goods; or
 - (iii) the refund of the price paid by Customer for the goods; or
 - (iv) the payment of the cost of having the goods repaired;
- (b) in the case of services:
 - (i) the supplying of the services again; or
 - (ii) the refund of the price paid by Customer for the services.

Any other liability is hereby explicitly excluded; being understood that any Vendor's obligation above is subject to the Customer's full and complete payment of its dues to the Vendor.

9.5. Notwithstanding all the above, to the maximum extent permitted by Law, the Vendor shall not be liable to the Customer for any Products which have been installed, used, maintained or modified:

- (a) outside the Vendor's specifications;
- (b) outside Product specifications;
- (c) outside system specifications;
- (d) and which are showing signs of normal wear and tear;
- (e) for any damages which the Customer could have avoided or mitigated using ordinary diligence;
- (f) and such installation, use, maintenance or modification of the Products will render any claim by the Customer null and void.

9.6. The Vendor may provide a Manufacturer's Warranty ("Warranty") in respect of certain Products. The terms of the Warranty are contained in a separate document and (where applicable) form part of, and are incorporated into, these Terms and Conditions. The Warranty contains exclusions and other obligations of the Customer and

it is the Customer's responsibility to review the terms carefully. A copy of the Warranty (where applicable) is available upon request.

10. **Default**

10.1. Should the Customer fail to make a due payment for any Products supplied by the Vendor e/or is declared bankrupt or subject to any procedure seeking protection from creditors or undergoes a voluntary or mandatory liquidation, the right of the Customer to sell the Products in the ordinary course of business or otherwise terminates immediately without the need for the Vendor to provide written notice or confirmation thereof.

10.2. In the above mentioned cases the Vendor may, without prejudice to any other rights it may have, do any or all of the following:

- (a) withdraw any credit facilities which may have been extended to the Customer and demand immediate payment of all moneys owing to the Vendor;
- (b) withhold any further deliveries of goods or performance of services required under these Terms and Conditions;
- (c) suspend and/or terminate performance of any other contracts and the existing orders which the Vendor has with the Customer without any liability whatsoever.
- (d) require any Carrier in course of transportation/delivery to interrupt the delivery and to return the Products to the Vendor's premises.

11. **Indemnity**

The Customer indemnifies the Vendor against any costs (compensation), fees, charges and disbursements:

- (a) incurred by the Vendor; or
- (b) charged by any mercantile or collection agent or solicitor engaged; for the purpose of the collection or recovery of Products under clause 10 or moneys due and payable by the Customer to the Vendor on an indemnity basis and all such costs shall be recoverable as a liquidated debt.

12. **Change of ownership**

The Customer shall give the Vendor seven (7) days written notice prior to any change of ownership of the Customer or its business, or of directorships in the case of a corporate customer, which brings about a change in the effective control, or in the partnership, or of any other change whatsoever affecting this contract within seven (7) days from the date of such change and indemnify the Vendor against any loss or damage incurred by it as a result of the Customer's failure to notify the Vendor of any such change. Following such a case the Vendor has the right at its sole discretion to terminate all the Contracts and any existing orders with the Customer with the immediate effect without any liability whatsoever. Article 10.2 shall apply.

13. **No Variation**

All Products sold by the Vendor are sold subject to these Terms and Conditions. No variation or modification or substitution of these Terms and Conditions shall be binding on the Vendor unless specifically accepted by the Vendor in writing.

14. **Severability**

Should individual provisions of this Terms and conditions be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. However, the parties shall do their best efforts to replace in good faith the affected provisions with new ones that shall have the closest economic effect.

15. **Notices**

Any notice to be served on any party must be in writing and sent to the party to whom it is addressed at the given address on the order form by prepaid post. Any notice has to be sent by registered letter (raccomandata AR) or by certified email (PEC) or by email/facsimile followed by registered letter and shall be deemed received at the moment of delivery at the address of either of the parties.

16. **Governing Law and disputes**

These Terms and conditions as well as all the consequent relations between the parties shall be governed and construed in accordance with the laws of Italy with the only exclusion of conflict of law rules and principles. For any dispute arising out or connected to the present General Terms and Conditions e/or out of any supply of the products between the parties the Courts of Milan shall have the exclusive jurisdiction.

Date _____

Customer _____

For the purpose of the legal effects of articles 1341 and 1342 of the Italian Civil Code the Customer accepts as clear, understandable and well known the following articles: 3.4 (prohibition to withhold payments); 5 (Title retention, waiver of any right and claim of the Customer against the Products, as long as they are property of the Vendor); 6 (transfer of risk); 7 (time limits to lodge claims); 9 (Vendor's warranties and limitation of liability); 10 (Vendor's rights for Customer's default); 16 (Governing law and jurisdiction).

Date _____

Customer _____