

GENERAL TERMS AND CONDITIONS OF SALE

1. General Provisions. (a) The terms and conditions set out below (the "General Terms and Conditions of Sale") are intended as accepted with the conferment of the order and implies a clear surrender to any other condition set by Buyer. (b) The General Terms and Conditions of Sale shall apply to all transaction executed between the Seller and the Buyer without any need of express reference thereto or agreement thereon at the conclusion of such transaction. Any dissenting terms and conditions shall only apply if confirmed in writing by the Seller. (c) The Seller reserves the right to change, integrate or vary the General Terms and Conditions of Sale, by including such variations in the quotations or in any other written correspondence sent to the Buyer.

2. Offers and Orders (a) The Seller's offers shall not be binding, in particular with reference to quantities, price and delivery time. (b) Orders placed by the Buyer shall not be regarded as accepted before these have been confirmed by the Seller in writing. If the Seller should fail to confirm an agreement in writing which it has entered into verbally, the Seller's invoice or the execution of the order by the Seller shall be regarded as confirmation. (c) Orders and/or amendments of orders placed verbally or by telephone, must be confirmed in writing by the Buyer. Otherwise the Seller does not accept any responsibility for errors or consequent misunderstandings. (d) The Supply includes only products and services specified in the order, any other service must be considered excluded. (e) Data reported on commercial catalogue, brochure and marketing material must be considered as indications and may be changed by the Seller without any duty of notification. (f) The product installation and activation is under Buyer responsibility unless specified in writing by the Seller.

3. Prices and Terms of Payment. (a) The prices of the Products shall exclude any statutory VAT, local taxes, import taxes and transportation. (b) Taxes, duties, shipping, insurance, installation, end user training, after sales service are not included in the prices unless separately quoted. (c) The Seller

reserves the right to ask for a price as consequence of any cost increase in the time between the date of the order and the date of the invoicing. (d) Payments must be executed to legal residence of Baltur S.p.a. by bank transfer or payment transfer. The Seller declines any responsibility in case of payment method in different ways except in case of written confirmation by the Seller. (d) Delay of payments by the Buyer implies the application of default interest on commercial transactions according to Italian law as specified on Dlgs n.231 of 9th Oct. 2002. (e) If the Buyer fails to take payments in the time and manner specified by the Seller, without limitation, when seizure or protest has been made, payments shall be delayed or insolvency proceedings shall have been petitioned or opened, the Seller shall have the right to suspend or cancel, at its sole discretion, further delivery and to declare all its claims arising from the business relationship as immediately payable. Moreover the Seller may in such event request for anticipation on the payments or a warranty deposit. (f) The Buyer shall have no right to make any compensation, retention or reduction unless the counterclaims have been conclusively determined by the court.

4. Terms of Delivery. (a) Unless otherwise expressly agreed in writing any indicated time of delivery shall be nonbinding for the Seller. Unless different agreement between the parties, the approximate term for the delivery is the one specified in the confirmation of order. (b) Any liability to supply as a result of force majeure or other unforeseen incidents outside the Seller responsibility including, without limitation, strike, lock out, acts of public authorities, subsequent cease of export or import opportunities shall, for their duration and in accordance with their impact, relieve the Seller from the obligation to comply with any agreed time for delivery. (d) The Seller is not obliged to accept the Products returns, unless otherwise agreed in writing. Any costs arising thereof shall be at the expense of the Buyer.

5. Duty to Inspection and Acceptance of Products. (a) Upon taking possession of the Products, the Buyer shall immediately: (i) check

quantities and packaging of the Products and record any objections on the delivery note; and (ii) conduct a conformity check on the Products compared to the data indicated in the confirmation of order and record any objections on the delivery note. (b) In case of a notice of defect the Buyer shall comply with the following procedures and deadline: (i) the notification shall be made by no later than [5 (five) working days] from the taking possession of the Products by the Buyer. In the event of an objection to a defect which, despite a first inspection has remained undiscovered, the objection must be raised within the early of the expiry of the working day on which the defect has been discovered but in any event by no later than [2 (two) weeks] after take over of the Products; (ii) the detailed notice above mentioned shall be delivered in written form to the Seller within the deadlines. Any notice by telephone conversation shall not be accepted; (iii) the notice must clearly specify the kind and amount of the alleged defect; (iv) the Buyer agrees to make available for inspection the objected Products; such inspection shall be done by the Seller or by any expert designated by the Seller. (c) No objections with regard to the quantities, quality, type, and packaging of the Products shall be possible unless a note has been placed on the delivery note in accordance with the above mentioned procedure. (d) Any Product to which objection shall not have been raised in accordance with the procedures and deadlines set out above shall be regarded as approved and accepted by the Buyer.

6. Terms of Warranty. (a) The Seller hereby represents and warrants that the Products shall be free from defect and shall comply with the technical specifications forwarded by the Seller (b) The warranty shall be valid only on the products used for suitable applications in appliance with technical specifications forwarded by the Seller; every improper use of the products is forbidden (c) The warranty shall not be valid if the defect or not conformity will prove to be depending on not correct on not suitable applications of the product, or if the product has been incorrectly placed in

operation. Any change or replacement of product parts, which has not been authorized by the Seller releases the manufacturer from any civil or penal liabilities, and makes the warranty invalid. The warranty does not cover the normal products parts subject to consumption.

7. Limitation of Liability. (a) Unless in case of justified objection which shall have been raised in accordance with the procedure and deadlines set forth in paragraph 5 above, the Buyer shall not be entitled to any further rights or remedies. In particular, the Seller shall not be responsible for any compensation based on breach of contract or default, for any direct or indirect damage or loss of profit due to the use, the inability to use, or the incorporation of the Products in other products, unless under warranties granted in paragraph 6 or in cases of willful misconduct or gross negligence on the Seller's part. (b) The Seller shall do its best endeavor to deliver the Products within the time agreed (if any), but it shall not be liable for any loss or damage of any kind whatsoever caused directly or indirectly by any delay in the completion of the contract or delivery of the Products. (c) Catalogues, price lists or other advertising matters of the seller are only an indication of the type of Products and no prices or other information contained herein shall be binding for the Seller. The Seller does not accept any responsibility for errors or omissions contained in its price lists or promotional matters.

8. Controversy right. (a) If the CUSTOMER intends to notify any not correspondence or appropriateness of one of the items delivered from the SUPPLIER, it is obliged to give written notice as specified in the paragraph "Duty to Inspection and Acceptance of Products."; otherwise this element is to be considered accepted in its entirety. (b) The legal competency is mandatory established on Foro di Ferrara. The controversy do not relieve the Buyer from payment duty linked to stipulated contract which remain in act until the controversy have been conclusively determined by the court.