S.P.I.I. S.p.a.

General Conditions of sale of products and services

1. Range

The kind and the range of products and services shall be exclusively subject to the mutual written statements and to the present General Conditions of Sale. Further General or Special Conditions provided for by the Purchaser shall have no binding effect for S.P.I.I. S.p.a. (hereinafter even only "SPII"), with the exception of what the same company clearly agrees on. The Purchaser shall not be allowed to transfer any right deriving from the present contract.

2. Modalities and terms of delivery and order cancellation

SPII shall be entitled to perform partial deliveries, as long as they do not produce added costs neither justified nor explained by the Purchaser. SPII shall have the right to rescind the contract, pursuant to and as per art. 1456 of the Civil Code, if, after the relative agreement, SPII shall become acquainted with circumstances that indicate solvency problems for the Purchaser which may compromise SPII's credits.

The respect of the delivery terms shall depend on the prompt receipt of all the documents supplied by the Purchaser to SPII (programs, approvals and authorizations in particular), as well as on the compliance with the payment conditions and other preliminary obligations of collaboration to be borne by the Purchaser. Should the Purchaser not comply with said obligations, or in case the delivery is obstructed by any case of *force majeure* or similar, as trade disputes within SPII or relative sub-suppliers, or other unexpected circumstances not ascribable to SPII, the delivery term shall be postponed with no right for the Purchaser to make any representations against SPII.

Should the Purchaser not accept the delivery, he shall be obliged to pay the deposit costs equal to the 0.5% of the item price: in no case shall the total amount be higher than the 5%. Said monetary obligation shall begin as from 30 days after the receipt of the communication that the items are ready to be shipped or collected.

The cancellations of each order, even if partial, shall be subject to a penalty equal to the 30% of the order value, if the cancellations occur within 30 (thirty) solar days as from the Order confirmation date. For no reason, no cancellation shall be accepted beyond that term.

The order cannot be modified, closed or otherwise cancelled, if not upon written agreement between the Parties. The Supplier reserves the right to pre-purchase and start the production in order to be able to respect the delivery terms provided for by the Client, as per the Supplier's warehouse conditions and considering his own suppliers' schedules.

The Client, in case of proved or provable manual mistake, shall be entitled to cancel the Order with no charge by the Supplier, if this happens before the eighth week after the confirmed date for the delivery. After the beginning of the fourth week after the Order confirmation date, the same Order shall become final for the Client.

3. Prices, payment and guarantees.

Prices are intended Ex-Works, net of packaging and guarantee costs, as well as the applicable VAT provided for by the applicable law. All the invoiced amounts are collectable and due by and no later than 30 (thirty) days as from the invoice date. In any case, SPII shall be entitled to perform deliveries subject to direct remittance or payment at invoice. In case of Purchasers whose financial situation is unknown, the delivery shall be performed only upon advanced payment or direct remittance when the goods are delivered. Drafts or checks shall be accepted only upon the so-called agreement "subject to collection/execution". In said cases, the payment shall be deemed concluded only after the total deposit of the relative amount. In case the supplier performs assembling activities, the Purchaser shall undertake to bear all subsequent costs relative to said activity, thus including costs due to waiting time and, in any case, to any other cost caused by delays for the assembly not ascribable to SPII. With the exception of a different clear agreement, the Purchaser shall in no way repay any credit and shall not be entitled to any right of lien exclusively founded on the same credit. Should the Purchaser hold back the payment for more than 30 calendar days as from the set deadline, SPII shall be entitled, pursuant to art. 1461 of the Civil Code, to interrupt any service still due to the Purchaser. Should this be the case, in order to resume the fulfillment of the contract, the Purchaser shall be obliged, specifically and unconditionally, within 45 days after the interruption, to provide SPII with real guarantees, or first-demand bank guarantees or sureties and with the exclusion of the benefit of the early enforcement of the main debtor, for an amount equal to the supply or to the residual debt. Should the purchaser not issue the real, bank guarantee or surety by the set term, the contract shall be rescinded, pursuant to and as per art. 1456 of the civil code and the Purchaser, in addition to the not paid amount, shall reimburse the damages suffered by SPII.

Apart from other credits due to payment delays, as from the payment expiry term, delay interests shall accrue pursuant to and as per Law Decree 192/2012.

4. Risk transfer

The risk is transferred to the Purchaser as per the following modalities:

– in case of delivery with no assembly, when the products leave the purchaser's plant, or when the communication that they are ready to be shipped or collected is sent;
– in case of delivery with assembly, when the Purchaser acquire them at his offices.

Shall the Purchaser delay the delivery receipt, the risk will be transferred on the day of the missed acceptance of the products.

5. Rights on tools

Any partial contribution of the Purchaser for the tool costs shall not be deemed as an entitlement of any right concerning the same tools.

6. Industrial property rights and Copyright / Lack of property

1. Unless a different agreement exists, SPII shall undertake to provide goods free of third-party industrial property rights and copyright (hereinafter Property Rights) exclusively in the country where the delivery takes place. Shall a third party make justified representations against the Purchaser, based on the infringement of Property Rights relative to products supplied by SPII and used according to the modalities provided for in the contract, SPII shall take on the following responsibilities towards the Purchaser for the term indicated in Article 11.
    a. As an alternative, SPII shall be entitled to choose to obtain the right to use the interested products, to modify the same items in order to avoid the infringement of the Property Rights, or to change the products at his own expenses. Should it not be possible at conditions deemed reasonable for SPII, the Purchaser shall be entitled to exercise the rights provided for by the law to rescind the contract or to reduce the purchase price.
    b. The obligation to reimburse the damage shall be applied, without prejudice to what provided for in Article 1.
    c. The above obligations shall be applied only if the Purchaser immediately sends a written communication to SPII concerning any third-party objection, if the same refrains from admitting any infringement and all rights relative to defense proceedings and settlement negotiations still belong to SPII. Should the Purchaser interrupt the use of the products to minimize damages of for any other reason, the same shall undertake to communicate to said third parties that the interruption is in no way associated to the infringement of the Property Rights.
2. The Purchaser shall not lay any claim if responsible of the infringement of the Property Rights.
3. The Purchaser shall not be entitled to lay any claim if the infringement of the Property Rights is the result of precise requests by the same Purchaser, of an application not provided for by SPII, of a modification of the product performed by the Purchaser or of the combination with products not supplied by SPII.
4. Should the Property Rights be infringed, the provisions regarding substantial defects of Article 12 shall be applied; said regulations shall also be applied in other hypothesis of lack of property.
5. Further reclamations by the Purchaser, or other claims different from the ones provided for in Article 6, against SPII or the respective representatives due to lack of property, are excluded from now on.

7. Control and acceptance of products

The possible acceptance of products requiring particular testing conditions shall be performed by the Purchaser, or by a deputy owning a written proxy, at the SPII's plant. The acceptance cost shall be borne by the Purchaser. Should the Purchaser not perform said test, the products shall be deemed delivered pursuant to what provided for in the contract when leaving the SPII's plant and, signally, as seen and approved pursuant to and as per the effects of art. 1491 of the Civil Code.

Should SPII, simultaneously to the order completion, ask the Purchaser to accept the products, the Purchaser shall be obliged to comply with the request within and no later than two weeks. Failing the Purchaser's acknowledgment by the above term, the acceptance shall in any case be deemed performed as per *facta concludentia*.

8. Differences in dimension, weigh and quantity

Differences in dimension, weigh and quantity up to a maximum rate of 10% shall be accepted, unless otherwise provided for by the applicable regulations.

9. Rights on documents and software

SPII shall preserve all property rights and copyrights on quotations, drawings and any other supplied document (hereinafter the Documents). Third parties shall be allowed to access the Documents only upon SPII's written consent and the same Documents shall be used exclusively for contract purposes and returned upon request.

The Purchaser shall be entitled of the non-exclusive right to use the software supplied by SPII with the non-altered agreed-on performance features and the agreed on tools. The Purchaser shall produce two backup copies upon clear consent by SPII.

10. Illustrations and technical characteristics

The illustrations and the technical characteristics, as well as the technical data, shall represent real facts and intentions when printing the list or another document composing the order. SPII reserves the right to apply any kind of modifications, in particular modifications for technical progresses, projects or similar modifications.

SPII shall provide advice regarding the application design at the best of their know-how. Details and information regarding the suitability of use of the SPII's products shall neither represent a guarantee on the items nor release the Purchaser from the obligation to perform the tests. The Purchaser shall only be responsible of the respect of law regulations on the use of the products supplied by SPII.

11. Substantial defects

1. Any Purchaser's reclamation for defects shall be subject to the Purchaser's compliance with the obligations regarding the product control and the communication of defects, as per what provided for in articles 1490 and subsequent of the Italia civil code.
2. Should the sold item result faulty, SPII, upon their own unquestionable opinion, may either deliver the item eliminating the defect or deliver a new item void of defects. In case of defect elimination, SPII shall undertake to bear all necessary costs to eliminate the defect, in particular costs of transportation, travel, workforce and material, under the condition that said costs are not worsen by the transport of the sale object to a different place with respect to the execution place.
3. Should the *a posteriori* execution not be successful, the Purchaser shall have the possibility, at his own discretion, to ask for the rescission of the contract or for the reduction of the purchase price.
4. SPII shall be subject to the obligations provided for by the law in case the Purchaser asks for the compensation of damages due to gross negligence and willful misconduct, including gross negligence and willful misconduct of his representatives or sub-suppliers. Should a willful infringement of the contract not be ascribable, the damage responsibility shall be limited only to predictable damages.
5. SPII shall be subject to the law obligations in case of substantial infringement of their own contract obligations. Should this be the case, the damage responsibility shall anyway be limited only to predictable damages.
6. With the exception of what provided for in the above articles, any other form of responsibility ascribable to SPII is compulsorily and contractually excluded.
7. Only with reference to hidden faults, by derogation of what provided for in art. 1495, par. 1°, Italian Civil Code, the term to present reclamations for defects or hidden faults is set at 365 days as from the day of the risk transfer.

12. Jurisdiction and Applicable law

The present General Conditions of Purchase, as per any other order, including all the obligations there provided for and relevant to, shall be ruled by the substantial and processual law of the Italian Republic. The application of the UN Convention on Contracts for the International Sale of Goods (Vienna Convention on Sales) is therefore excluded. In case of dispute of any kind, SPII and the Supplier shall undertake *bona fides* to settle the dispute via negotiations between the respective representatives with the faculty to settle the dispute. Should this not be the case, each and every dispute regarding the interpretation, the execution, the settlement, as well as any reimbursement request relevant to the present General Conditions of Purchase or to each order, shall be ascribable to the exclusive jurisdiction of the Court of Busto Arsizio (Varese – Italy).

SPII informs the Purchaser that their personal data shall be registered in compliance with Law Decree 30 June 2003, n. 196 and subsequent modifications.

Date Signature

Pursuant to and as per the effects provided for in articles 1341 and 1342 of the Civil Code, the Purchaser declares to clearly and specifically agree on the following articles: 1) Range; 2) Delivery obligations and terms; 3) Price, payment and guarantees; 4) Risk transfer; 8) Control and acceptance of products; 10) Rights on documents and software; 12) Substantial defects; 14) Jurisdiction and Applicable law.

Date Signature

[As of September 2016]