

## 1. GENERAL TERMS

1.1 These General conditions of Sale (GCS), shall govern all present and future sales contracts between the parties.

1.2 These GCS, which are also published on the website of the Seller, [www.officinevarisco.it](http://www.officinevarisco.it), and are deemed to be expressly accepted by the buyer and thus, bind the latter, when have signed the order proposal.

1.3 Any modification or integration of these GCS and to the Contract are valid only if agreed between the parties upon in writing.

## 2. CONCLUSION OF THE CONTRACT

A Contract shall be deemed to have been validly concluded only: (a) where the Seller, hereinafter referred to as Officine Varisco, expressly accepts the order sent by the Buyer in writing ("Order Confirmation"); or (b) impliedly, in the exceptional absence of an Order Confirmation, if Officine Varisco, unequivocally starts to process the referred Order.

## 3. OFFERS

3.1 All offers and quotations submitted by Officine Varisco in the form of price lists, printed matter, brochures or otherwise (including oral offers and quotations) and other statements made by Officine Varisco's representatives are without engagement at all times.

3.2 The Buyer declares to know and accept all technical information and data released by Officine Varisco in its publications by paper or electronic means.

3.3 Officine Varisco reserves the right to make, without any notice, all necessary changes and modifications, at its own discretion, that represent a product improvement, or to stop production of any model, without thereby entitling the Buyer to request any costs, expenses or other claims for compensation whatsoever against Officine Varisco on that regards.

3.4 Officine Varisco shall deliver to the Buyer goods in accordance with the laws in force in Italy. The Buyer shall check that goods are in accordance with the laws of the destination country, and promptly inform Officine Varisco, at the latest before placing the order, of any changes to make to the goods and/or the packaging.

3.5 The documentation attached to Officine Varisco offers is for exclusive use of the Buyer. Therefore, the Buyer can not disclose it, either fully or partially, to third parties, without written authorisation from Officine Varisco.

## 4. ORDERS

4.1 Every order received from the Buyer shall be deemed as accepted by Officine Varisco, only after the latter issues a written Confirmation Order. Orders received shall be definitively binding upon the Buyer and cannot be modified or canceled without the prior written consent of Officine Varisco.

4.2 Officine Varisco reserves the right to cancel an order in the event that its execution becomes impossible or unreasonably expensive by an unforeseen impediment or that is beyond its control. The parties agree that Officine Varisco it is not liable for damages resulting from such cancellation.

4.3 Buyer declares that goods and products requested are for civilian purposes only.

## 5. PRICES

5.1 Prices of goods are ex-work (Incoterms 2010) at Officine Varisco's facilities in Rovigo (RO), whereupon title to the goods shall pass to the Buyer, unless otherwise agreed in writing between the parties.

5.2. Prices are in Euros (€) and are VAT excluded, which will be indicated (if applicable) separately in the invoice according to the rate in force when the invoice is issued.

5.3 if VAT reverse charge mechanism (or other special regime, also in the field of exportation outside the territory of the EU) applies, the Buyer shall timely provide to Officine Varisco all information, documentation and declarations required by the law. Otherwise, the Buyer shall indemnify and hold Officine Varisco harmless from and against any claims, bills, assessments, fines, made by tax authorities as well as from any relevant damages (such as, e.g., legal fees).

5.4 The prices are based on the cost prices that apply at the time at which the offer is made. If those cost prices increase as a result of price adjustment of raw materials, auxiliary materials, other materials, parts, transport charges, taxes, customs duties and exchange rates, etc., Officine Varisco will be entitled to increase the price accordingly prior written notice to the Buyer.

## 6. DELIVERY

6.1 Delivery terms are indicative and not essential terms pursuant to article 1457 of the Italian Civil Code and calculated in business days.

6.2 For the purpose of this contract, a business day is considered every official work day of the week from Monday to Friday and do not include Italian holidays and weekends.

6.3 The date of delivery will become effective after all documents required for the implementation of the contract have been received by Officine Varisco (drawings, orders, signed GCS, etc.) and shall be subject to the written communication of available goods from Officine Varisco.

6.4 If delivery is delayed by a force majeure event, as indicated in clause 8 of this GCS,

the delivery time will be automatically extended for a time period equal to that of the event that caused the delay.

6.5 In case of delivery date deferred by Buyer's request, Officine Varisco shall be authorized to request the total payment of the available goods, or to postpone the delivery, at its own discretion.

## 7. SHIPMENT AND TRANSFER OF RISK

7.1 All our products are sold ex works (Incoterms 2010) at Officine Varisco's facilities in Rovigo (RO), packing excluded.

7.2 Parties agree that costs for transport and packing shall be borne by the Buyer.

## 8. FORCE MAJEURE

8.1 Officine Varisco shall not be liable for non-fulfillment of any of its obligations, if it proves that non-performance is due to a force majeure event beyond its control, and which it could not reasonably be expected to have taken into account at the time of the conclusion of the Contract or to have avoided or overcome it, or its consequences, including, but not limited to late delivery or non-delivery of materials by suppliers, suspension of or difficulties in transportation, strikes, lock-outs, labor disputes of any kind, fires, accidents, earthquakes, tornados and other natural events, epidemics, pandemics and outbreaks, riots, war (whether declared or undeclared), uprisings, delay of carriers, government seizures, embargos, laws or regulations of any political sub-division or agency (including government controlled export credit agency), or any government. During the persistence of the Force Majeure Event Officine Varisco shall be exempt from performing its obligations and all terms (including the delivery term) are suspended.

8.2 In the event of untimely delivery, under force majeure circumstances, the Buyer shall offer to Officine Varisco a reasonable term in which to comply with its duty to deliver.

8.3 If the force majeure event continues for more than 3 months from the date of agreed delivery, either party shall have the right to terminate this Contract, without prejudice to Officine Varisco's right to seek compensation for any further damages incurred as a result of the events referred.

8.4 The parties agree that Officine Varisco is not liable for damages resulting from non-fulfillment due to such events.

## 9. RETURN OF GOODS

9.1 The return of goods requires prior written authorisation from Officine Varisco.

9.2 The notice of reason for returning goods, shall include: (a) the production number of the product; (b) the date of the order; (c) the date of delivery of the product; (d) a detailed description of all claimed defects, documented by means of photographs and possibly video and in any case in a manner so as to enable Officine Varisco to exhaustively evaluate the claim from distance.

9.3 In the event of an agreed return of goods, Officine Varisco reserves the right to make additional reductions of the value of the returned goods.

9.4 Costs for returning goods shall be borne by the Buyer, unless otherwise agreed in writing by the parties.

9.5 Officine Varisco will not accept returned goods after 3 (three) months from Delivery.

## 10. PAYMENT CONDITIONS

10.1 all payments must be made according the terms and conditions stated in the invoice issued by Officine Varisco.

10.2 Buyer may not offset their debt for the supply of goods with any credit towards Officine Varisco, without written authorisation of the latter.

10.3 Payment shall be deemed effected when the price, has been credited to the bank account specified by Officine Varisco.

10.4 It is agreed that bank charges shall be entirely borne by the Buyer.

10.5 Officine Varisco shall be entitled to late payment interests on the amount outstanding, according to Italian current legislation.

10.6 Any payments made by third parties will not extinguish the debt towards Officine Varisco, unless they are previously authorised in writing by the latter. Therefore, Officine Varisco holds the right to refuse payments made by unauthorised third parties.

## 11. SUSPENSION OF SUPPLY

In case of late payment, Officine Varisco reserves the right to suspend supply of goods, until payment is fully made by the Buyer and Officine Varisco shall not be liable for such suspension.

## 12. WARRANTY

12.1 Officine Varisco gives the statutory warranties for a period of 12 months from delivery, set forth in connection with defects and lack of quality of the goods. Officine Varisco does not give any further warranty, neither of a statutory, nor of a contractual nature.

12.2 warranties offered by Officine Varisco shall be in lieu of any legal warranties for defects and dissimilarities, and excludes any other responsibility of Officine Varisco however originating from the products supplied, in particular, the Buyer may not claim any other request referring to compensation for damages, price reductions or termination

of the contract.

12.3 Any repair or intervention arising from this warranty is subject to prior payment of the goods by the Buyer.

12.4 warranties contained in Officine Varisco catalogue are offered according to the conditions described for each item and do not cover damages due to electrochemical corrosion.

12.5 warranties will not apply whenever instructions reported in Officine Varisco diagrams, manuals and data sheets have not been followed by the Buyer.

12.6 warranty will not cover damages caused by incorrect Buyer behavior, such as negligence, carelessness, inaccuracy, disassembling of components, tampering with the machine, accidental breakage, transport damage (if at buyer's care), incorrect handling, as well as improper use and inapt / unsuitable maintenance.

12.7 If the statutory warranty applies, Officine Varisco's obligation shall be limited, at its discretion: (a) to repair the product, it being understood that Officine Varisco shall always have the right to repair products at its office and that any repair may be only made by Officine Varisco or by a person that has been authorised in writing; or (b) to replace the product.

12.8 All related costs and expenses (such as, e.g., for labour, travel expenses, transport, installation/uninstallation, materials, etc.) are not covered by the warranty and shall be borne by the Buyer.

### 13. CLAIMS

13.1 Upon delivery, Buyer must immediately check the conditions and conformity of the goods.

13.2 All claims of any kind, nature or description are barred and waived unless made in writing, with proof of receipt, within eight (8) days from the date of receipt of goods.

### 14. SUPPLY TO COUNTRIES SUBJECT TO SANCTIONS AND OR RESTRICTIONS

14.1 The buyer is aware of EU, US, ONU regulations and all applicable laws, concerning restrictive measures against countries or parties subject to sanctions and/or restrictions. Therefore, the buyer, in any case, shall involve Officine Varisco in any kind of commercial and/or financial transaction, relating, directly or indirectly the above countries or any other countries that may be affected by restrictive measures.

14.2 The buyer declares to be aware that none of Officine Varisco products can be exported to the countries subject to sanctions and/or restrictions, and shall observe these regulations in their entirety regardless of whether they are applicable to him or not, and (i) shall not sell directly or indirectly Officine Varisco products to such countries or resell these products to anyone he knows intend to do so (ii) shall not waive these provisions in any way. (iii) The buyer shall be responsible for compliance with all applicable export control laws, and shall indemnify and hold harmless Officine Varisco from any liability arising from failure to comply with the provision of this clause.

### 15. LIMITATION OF LIABILITY

15.1 in no event shall Officine Varisco be liable for loss of profit, damages and direct or indirect losses of any kind claimed by the Buyer.

15.2 Officine Varisco shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing any of Officine Varisco's obligations in relation to the products, if the delay or failure is due to an import or export law or a Regulation that empowers national authorities to prohibit the export of the products subject to this agreement.

### 16. TERMINATION

Officine Varisco may terminate this contract as follows: (a) Immediately, for any breach or default of this Agreement by the buyer, which has not been cured within 3 days after the delivery of notice thereof to the buyer specifying with particularity the condition, act, omission or course of conduct asserted to constitute such breach or default; (b) Immediately, upon dissolution, insolvency or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by the buyer or if the latter ceases to conduct business in the ordinary or normal course; (c) Immediately, if required by law or by any rule, regulation, order, decree, judgment or other governmental act of any governmental authority.

### 17. PROPERTY RIGHTS AND TRADEMARKS

Officine Varisco remains the exclusive owner of any property rights related to the products, whether they have been formally protected or not, and the Buyer shall not register or however obtain, directly or indirectly, any relevant right (e.g. patent, trademark or domain name).

### 18. MISCELLANEOUS

18.1 In the event any clause of these GCS is determined to be partially or totally invalid or unenforceable, the remaining terms and clauses that are not effected thereby shall remain in full force and valid. The contracting parties undertake to replace the invalid or unenforceable clause with another one through which the business purpose can be legally achieved.

18.2 Any notice under these conditions shall be deemed to be validly transmitted only if received at the following address: Officine Varisco S.r.l. IT 45100-Rovigo (RO) Viale delle Industrie, 53.

18.3 The terms and conditions of this contract constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to their subject matter.

### 19. APPLICABLE LAW AND JURISDICTION

19.1 These GCS are regulated by Italian law. The parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG), if applicable, will not apply to this contract.

The buyer acknowledges that it has read, and does hereby accept the terms and conditions contained in this General Conditions of Sale.

Date \_\_\_ / \_\_\_ / \_\_\_\_\_

\_\_\_\_\_  
The Buyer

\_\_\_\_\_  
Officine Varisco S.r.l.

General Terms & Conditions of Sale - Approval of Clauses according to article n° 1341 and n° 1342 of Italian Civil Code.

Pursuant to and by effect of art . 1341 and 1342 of the Civil Code , the buyer declares to have read and to expressly accept the content of the following clauses : Clause 3 "Offers"; Clause 5 "Prices"; Clause 6 "delivery"; Clause 9 "Return of goods"; Clause 10 "Terms conditions"; Clause 11 "Suspension of Supply"; Clause 12 "Warranty"; Clause 13 " Claims"; Clause 14 "Supply to countries subject to sanctions and or restrictions"; Clause 15 "Limitation of Liability"; Clause 16 "Termination"; Clause 19 " Applicable Law and Jurisdiction" .

Date \_\_\_ / \_\_\_ / \_\_\_\_\_

\_\_\_\_\_  
The Buyer

\_\_\_\_\_  
Officine Varisco S.r.l.