

GENERAL CONDITIONS OF SALE FOR USED MACHINE
(Forming an integral part of offer and sale conditions)

1) **PAYMENT** Should the Buyer fail to promptly collect the machinery or to effect the payment according to the agreed deadlines, the contract shall be considered cancelled with full rights and the Seller (Gamma Meccanica spa) may withhold all received sums without any advance warning or formal notice, without prejudice to the right of Gamma Meccanica spa to seek compensation for any damages.

2) **DELIVERY TERMS** The delivery terms are to be considered merely indicative and shall begin from the date on which the contract and the advance payment are received by Gamma Meccanica spa. The contract must be received signed by the Buyer and complete in all of its parts (Gamma Meccanica spa will naturally do everything in its power to ensure that delivery is fulfilled within the indicated terms). Whatever the case, there shall be no penalties or reimbursements for damages sustained by the Buyer for late delivery. The orders cannot be cancelled by the Buyer except in the cases indicated in this contract. The delivery date is the date when the machines are made available to the Buyer at the workshops of Gamma Meccanica spa.

In emergency situations, such as war, social upheaval, strikes or lock-outs, as well as in cases of restrictions on the consumption of energy and, more generally, in all cases of force majeure, Gamma Meccanica SpA will have the right to extend the delivery time appropriately.

3) **RETENTION OF TITLE.** By express agreement it is understood that the parties agree that everything included in this supply shall remain the property of the Seller until the payment has been completely fulfilled as per Articles 1523,1524,1525 and 1526 of the Civil Code. The issuance of promissory notes does not constitute payment, nor the novation of the effects of this agreement, and the promissory notes themselves shall always be understood as accepted by Gamma Meccanica SpA on a “subject to collection” and pro solvendo bases. However, it remains prohibited for the Buyer to sell, transfer, pawn or dispose of any part of the above during periods of pending payment without the express written consent of the Seller, which will therefore have the right to claim the goods wherever they may be, as any alienation prior to the full payment of the price is to be considered as an act done in bad faith to his injury. The Seller shall in any case be entitled to exercise his rights in accordance with art. 2762 of the Civil Code, with expenses paid by the Buyer and without further notification to the same.

The Buyer shall also be obliged to insure the machinery sold to him against damage from theft, malfunction, fire, water and other risks, at his own expense and to communicate to Gamma Meccanica spa any executive act performed on the same.

4) **TRANSFER OF RISK** From the product delivery to the carrier the risk of loss and / or damage caused by any event, is the responsibility of the Buyer regardless of the chosen means of transport and route.

5) **EVENTUAL REFUND** If, for any reason, the Seller agrees to take back the used machine already delivered, it will only be required to refund the payments received, and not any kind of indemnity or compensation.

6) **WARRANTY** The machines are sold without any kind of functional, qualitative or performance warranty.

7) **INVOICES** The invoices relating to each contract are an integral part of the same in every effect.

8) **ADDITIONAL COSTS** All additional costs (such as transport costs, insurance, export authorizations, import transit and others, as well as certifications, authentications, etc.) are at Buyer's expense. All taxes, fees, customs duties and other similar charges are likewise at the Buyer's expense, and shall be reimbursed to Gamma Meccanica spa in the amounts documented as having been incurred.

9) **TERMINATION AND DAMAGES** Should the Buyer fail to fulfil even only one of the obligations under this agreement and should he fail to pay even one instalment of the price, it is expressly agreed that the Seller shall be entitled to demand immediate full payment of the remaining part, the Buyer thereby forfeiting benefit of the term ipso jure et facto, or to proceed with immediate collection of the sold goods. In this latter case, the company will return the collected amounts, less a deduction amounting to 5% of the price, which he may withhold as reimbursement of damages, and 5% for each month of use (considering any fraction of a month being considered as a full month), which is considered by the parties as payment for hire. The Buyer expressly waives the right to request a reduction of the above mentioned indemnity in accordance with article 1526 of the Civil Code.

10) **INTEREST** In all cases of non-payment or delayed payment as well as banking overdue, the Seller shall be automatically entitled to collect, without any notice, the interest pursuant to Legislative Decree no. 231 of 9 October 2002.

11) **NOTARIAL ACT, TRANSCRIPTION AND DELIVERY** The Buyer authorizes the Seller and is obliged to proceed with the registration or recording of the reservation of ownership in the appropriate public registers or similar documents in accordance with the rules of the respective country (In Italy - Article 1524 of Civil Code) and to fulfil the necessary formalities at the expense of the Buyer.

12) **DISCLAIMER OF SELLER'S LIABILITY** It is specifically agreed between the parties that the eventual disassembly, transport, and assembly, or, alternatively, the simple delivery of the used machine, for example using a carrier, are the Buyer's complete responsibility, just as the safety profiles concerning the future use of the machines and their inherent work equipment shall be (are) mediated by the activity of the fitter and/or assembling specialist appointed by the buyer, with transfer of any risks that may arise to the buyer itself.

In this latter case, he assumes the capacity of "customer" in every effect.

In the event that it is necessary, for buyer's own purposes, to make additions or replacements, it would be necessary to consider the principle according to which the safety of the used machine would also depend significantly on the way in which it is reassembled and/or installed by the buyer at buyer's premises.

13) **SALE "AS IS"** As a general principle, the used machine is sold "seen and approved in the state in which it is found"; this means that it does not show any apparent or immediately verifiable defects, acknowledging that each of the parties, in their own interest, has examined the used machine with diligence, skill and attention.

14) **HYPOTHESIS OF NON-ASCERTAINED HIDDEN DEFECTS** If, after the sale and thereafter, faults and defects should emerge and be perceived that were not ascertained at the time of the machine's delivery, thus constituting hidden defects, not perceptible at the time of the contract and of delivery, even with careful diligence and with the necessary expertise, involving issues that presuppose difficulty/inability of ascertaining any anomalies, the buyer shall be required to report them in writing, without delay, to the seller, under penalty of termination of the ipso jure contract,

so that the same can communicate to the buyer the prohibition to put it into operation and/or to market it as it is.

The situation would become such that it would no longer be a simple purchase and sale of a used machine, but the simple delivery of an asset which would have been carried out, in such a case, only in view of the buyer's prohibition to put it into operation immediately, much less to put it on the market, and to repair it at the buyer's expense, or, regardless, to entrust it to a qualified person, primarily for repair at the buyer's expenses, in order to avoid contravening the ban on the sale of used machines, work equipment, protective devices and systems, if they are able to be deemed non-compliant with the laws and regulations on workplace health and safety after the fact.

In this case, this contract would have and has an exclusive restorative purpose in view of a subsequent use and/or further possible marketing of the same used machine and of the same related devices, but only once they have already been restored to compliance with the current Italian laws concerning workplace health and safety, as mentioned above.

15) JURISDICTION It is understood that any relationship between the parties regarding the supply contract will be governed by Italian law, and that the law courts of Reggio Emilia shall have exclusive jurisdiction over any disputes concerning this contract.

The Buyer

The Seller

Date

Pursuant to Sections 1341 of the Italian Civil Code, the undersigned declares to have carefully read and specifically approve the following clauses 1) PAYMENT; 2) DELIVERY TERMS; 3) RETENTION OF TITLE; 6) WARRANTY; 8) ADDITIONAL COSTS; 9) TERMINATION AND DAMAGES 10) INTEREST 11) NOTARIAL ACT, TRANSCRIPTION AND DELIVERY; 12) DISCLAIMER OF SELLER'S LIABILITY; 13) SALE "AS IS"; 14) HYPOTHESIS OF NON-ASCERTAINED HIDDEN DEFECTS (i case of sale for exclusive restorative purpose and for mandatory repair and restoration of compliance at the buyer's expense, and for compliance with the workplace health and safety regulations, with the prohibition on use/marketing before the repair for these purposes has been carried out; obligation of the buyer to immediately notify the seller of any hidden anomalies and defects under penalty of termination of the ipso jure contract); 15) JURISDICTION: Judicial authorities of Reggio Emilia.

The Buyer