

**GENERAL CONDITIONS OF SALE FOR SPARE PARTS
(Forming an integral part of the conditions of offer and sale)**

1. **PAYMENT** Should the Buyer fail to promptly collect the ordered goods 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, except the right of Gamma Meccanica SpA for eventual compensation for damages.
2. **DELIVERY TERMS** The delivery terms have to be considered only estimated and shall run from the date on which the ORDER or order's confirmation (or any other document certifying the consent between the parties regarding the purchase and sale of spare parts) will arrive at Gamma Meccanica SpA signed by the Buyer, completed in all its parts (Gamma Meccanica SpA will naturally do all its possible to ensure that delivery is fulfilled within the indicated terms). In any case, penalties or compensation for damage to the buyer for any delayed delivery are excluded. The orders cannot be canceled by the Buyer except in the cases indicated in this contract. The delivery date is the date when machines are made available to the Buyer at the workshops of Gamma Meccanica SpA.
In cases of war emergencies, 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 issue of bills does not constitute payment nor novation of the effects of this agreement and the bills themselves shall always be understood as accepted by Gamma Meccanica SpA on a "subject to collection" and pro solvendo bases. However, it remains prohibited to the Buyer to sell, transfer, pawn or dispose of any part of the above during periods of pending payment without the explicit written consent of the Seller, which will therefore have the right to claim the goods wherever they may be, all alienation prior to full payment of the price being 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 GOODS sold to him against damage from theft, avian, fire, water and other risks, at his own expense and to communicate to Gamma Meccanica SpA any executive act performed on the same.
4. **RISK TRANSFER** With 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 chosen means of transport and route.
5. **BURDEN OF PROOF** The Buyer will be obliged to prove the existence of any defects in the product, and Gamma Meccanica SpA shall offer no guarantees for the GOODS that are not put in operation by one of the Seller's specialized installers.
6. **EVENTUAL REFUND** If for any reason the Seller agrees to take back delivered GOODS, he shall be obliged to reimburse only the received payments, but not to pay any kind of compensation or damages.
7. **WARRANTY** If not expressly indicated in the order or order's confirmation, the warranty is 12 months from the exit of the goods from the Gamma Meccanica SpA warehouse. Consumables or goods of normal wear and tear are not subject to warranty unless defects are found even before their use, or if they are clearly detectable. In any case, at the discretion of the Seller, in order to be able to obtain replacement under warranty, the buyer may be required to return the pieces to the seller's headquarters in order to verify the

claims. Under no circumstances will be replaced parts whose breakdown or breakage depends on normal wear or bad use of the GOODS. It is excluded any compensation for inactivity of the machine and any other direct or indirect damages for any reason. Once the warranty term has expired, the Buyer shall have no right to make any claims regarding the conformity and operation of GOODS.

8. **INVOICES** The invoices pertaining to each contract shall be considered as an integral part of the same to all effects.
9. **ADDITIONAL COSTS** All additional costs (such as transport costs, insurance, export authorizations, transit import and others, as well as certifications, authentications) are at Buyer's charge. They are equally at the Buyer's charge all kinds of taxes, customs duties and so on that will be redeemed by Gamma Meccanica SpA on the basis of documents proving the burden.
10. **EXCLUSIVE COURT** The exclusive court that has the jurisdiction to decide any dispute regarding this contract is the court of Reggio Emilia, it is understood that any relationship between the parties on the supply will be governed by Italian law.
11. **RESOLUTION AND DAMAGES** Should the Buyer fail to fulfil even only one of the obligations assumed by the buyer with the signing of the order or order's confirmation (or any other document certifying the consent between the parties regarding the purchase and sale of spare parts) and for the non-payment of even one of the installments of the price, it is expressly agreed that the Seller shall be entitled to demand an 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 case, the company will return the collected amounts, unless deduction of 10% on the price which he may withhold as reimbursement of damages and 5% for each month of use (considering the fraction of a month as a full month) which is considered by the parties as payment for hire.
The Buyer expressly renounces to request a reduction of the above-mentioned indemnity in accordance with article 1526 of the Civil Code.
12. **RESPONSIBILITY FOR ACCIDENTS AT WORK** The goods are delivered with eventual protections that the Seller considers sufficient and conformable to the requirements in force to prevent work accidents. The Buyer will inform the Seller about the rules and standards in force applicable to the implementation of foreign supplies and the prevention of diseases and injuries.
However, the Seller declines all responsibility for any accidents and relative damages, thus allowing the Buyer to install any other protection that he considers necessary or that is prescribed, so any responsibility arising from the breach of the rules on safety and health at the working site during the assembly and in the subsequent functioning of the machinery, will be exclusively applicable to the Buyer.
13. **PENALTY** 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 penalty pursuant to Legislative Decree from 9 October 2002 N° 231.
14. **NOTARIAL ACT, TRANSCRIPTION AND DELIVERY** The Buyer authorizes the Seller and is obliged to proceed with the registration or record 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 fulfill the necessary formalities at the expense of the Buyer.

The Buyer in accordance with the art. 1341 cc declares to have carefully read and approved the above mentioned clauses, particularly 1) PAYMENT; 2) DELIVERY TERMS; 3) RETENTION OF TITLE and FACULTY OF THE SELLER TO OPERATE; 7) WARRANTY; 9) ADDITIONAL COSTS; 10) EXCLUSIVE COURT 11) RESOLUTION AND DAMAGES 12) RESPONSIBILITY FOR ACCIDENTS AT WORK; 13) PENALTY 14) NOTARIAL ACT, TRANSCRIPTION AND DELIVERY.