

## GENERAL CONDITIONS OF SALE

1) The following General Conditions of Sale will be applied to and constitute an integral part of all orders relative to goods ("Products") produced by COROTRAT S.r.l. ("Seller") with individuals, firms or companies ("Purchaser") to whom the Seller has made an offer for Machinery, Plant, Products, Services and parts relative to these ("Products").

Any terms proposed by the Purchaser which are in contrast with the following General Conditions of Sale will not be valid unless they are expressly approved in writing by the Seller. The following agreement prevails over any terms whatsoever proposed by the Purchaser if they have not been accepted in writing by the Seller.

No other conduct by the Seller can be considered acceptance of terms proposed by the Purchaser.

2) Orders will be considered binding only after a written Confirmation of Order by COROTRAT S.r.l.

Unless there are different written conditions, the order will be accepted when the Contract, signed by the Purchaser in acceptance of the terms and conditions stipulated in said Contract, is returned to COROTRAT S.r.l..

3) Except for changes made and approved by the Seller at the moment of the Contract all deliveries are Ex Works.

4) Goods travel at the cost, risk and danger of the Purchaser.

5) Delivery dates are to be considered indicative. Eventual delays and/or damages caused by late deliveries can never constitute cause for compensation for damage or resolution of the Contract by the Purchaser.

6) On receiving goods, the Purchaser must verify the compliance with the specifications indicated in the Purchase Order, and, in the case of any complaint, notify the Seller immediately. The Seller must be notified of any complaint within 8 days of the delivery date or complaints will be considered invalid.

7) If the Purchaser, for any reason, does not collect the order according to the terms fixed in the Contract, the Purchaser will be liable to pay the entire amount agreed in the said Contract, including the part relative to goods which have not yet been consigned. Furthermore, the Purchaser will be liable to pay storage costs and any other taxes or risks sustained in maintaining the goods. There is also the possibility of further compensation for eventual major damages.

8) Apart from what is foreseen and approved in the Contract, prices, measurements, weights and every other piece of technical data present in catalogues, offers, newsletters or other publicity must be considered indicative, due to necessary variations caused by technical changes. The written contents of the Contract are binding and non negotiable to the exclusion of all else.

9) Payment must be made by the Purchaser within the terms specified in the Contract and the Order Confirmation. These are the basic terms essential for COROTRAT. Payments must be made to the registered office of the vendor. In the case of late or missed payment interest rates will be applied to the amount owed according to the law D.Lgs 231/2002, separate from compensation for eventual major damages.

10) If an agreement has been made for payment to be made in instalments, the missed payment of even one instalment within the established terms will cause the immediate closure of the Purchaser's terms of payment for all successive instalments, with the consequent obligation to immediately pay the total amount of the goods purchased, according to the law art. 1186 c.c., separate from any further compensation for damages, unless the vendor prefers to opt for the resolution of the Contract (explicitly specifying that the missed payment of only one instalment constitutes non-compliance of the resolution).

11) In the case of goods paid by instalment such goods will become the property of the Purchaser only after the last instalment has been paid, intended as a Reserved Property Sale (or Reserved Dominion) according to article 1523 of the Civil Code. Any movement of goods which are the object of such a sale from the registered office indicated in the Contract before the total amount has been paid must be authorized in advance in writing by the Producer.

12) Regarding any goods paid for by instalment, said goods remain the property of COROTRAT S.r.l. until the last instalment is paid and invoiced. In the case of missed payment, including a single missed instalment, goods must be returned to COROTRAT S.r.l. on simple demand. Whatsoever has already been paid of the total amount will be withheld in title of indemnity and, furthermore, compensation for damages will be owed as established for the entire sales price, unless further damage occurs separate from any further damages.

Law D.Lgs n.231/02 will be applied. Therefore, further interest and accessory taxes may be owed according to articles 4, 5 and 6.

Delivery dates are not to be considered mandatory.

Refers in full to clause E of the Offer.

13) Late completion of an order due to causes which are not the responsibility of the Vendor is not a reason for resolution of the Contract until these causes cease. In which case the Seller must inform the Purchaser in writing at the beginning and the end of the impediment.

14) The Vendor guarantees Products against production faults for twelve months functioning for forty hours a working week. The guarantee starts from the moment the product is consigned to the Purchaser. Within this period COROTRAT S.r.l. will repair or substitute parts which are examined and judged by them to be faulty. Substitute parts will be available delivered ex works.

Packing and transport costs of both the faulty parts and their substitutes are excluded from this guarantee as is the cost of manpower necessary to carry out said substitution.

The guarantee does not cover the following:

- defects caused by external forces
- improper use of the system (including programming errors), other than declared use, and in particular for mistakes or negligence by the user, as well as breakdowns or faults due to knocks, improper installation or improper use.
- any intervention or changes made by the Purchaser or by unauthorized persons.
- defects caused by imperfect installation.
- defects caused by insufficient maintenance or cleaning.
- defects caused during transport, unloading or installation.
- normal usage consumption of parts and all accessories completing leads, tubes, fuses, washers, relè, electrical valves, sheaths, gaskets etc.

Notification of breakdowns must be made to the technical services of COROTRAT S.r.l. Precise information about the problem should be given including as much specific information as possible regarding the parts and pieces which are broken or do not function.

The authorized maintenance personnel for the plant must carry out all the tests or manoeuvres suggested to them on the telephone to avoid any inconvenience or to diagnose the problem.

The guarantee excludes any compensation for the period of inefficiency of products, machines or plant.

15) In no case can the Vendor be held responsible for damages to the Purchaser which derive directly or indirectly from defects in the goods sold.

16) The responsibility of COROTRAT S.r.l. with respect to the goods it sells, on consignment and during installation of the same, cannot exceed the value of the said product. Furthermore COROTRAT S.r.l. will not be responsible with regards to the Purchaser, successors or beneficiaries, except when the purchaser can demonstrate fraud or severe fault for indirect, unforeseeable or extraordinary

damage which derive from the Sales Contract, from its execution, nor from single products, with regards to missed profits, missed proceeds, loss of production, interruption of work, closure or inoperability of the company, increased conduction costs or the expectations of the Purchaser's customers derived from an interruption of services. Indirect or derived damage are excluded unless there is a written agreement, signed by both parties, in which such cover is accepted.

17) The Purchaser must not sell, export or re-export the Product, directly or indirectly, to persons or territories forbidden by the exportation laws of the United States or the European Union, or by other laws which apply to exportation of goods.

18) COROTRAT S.r.l. cannot be controlled by, nor obliged to respect, any terms or clauses of the Purchaser's Contract, special offer, tender, credit note or similar documentation or any law or customs law which could cause COROTRAT S.r.l. to violate any exportation law, statute or tax law in the nation in which the Product is made or into which it is exported or to which it is subject for diverse reasons.

19) Any controversy will be dealt with by the Courts of Law in Turin.

SIGNATURE OF ACCEPTANCE  
BUYER

COROTRAT S.r.l. a socio unico  
l'Amministratore