

F.P.Z. S.p.A., hereinafter referred to as the SELLER with headquarters in 20049 Concorezzo (MB) Via F.lli Cervi 16, fiscal code 05933070962, VAT No. 05933070962, in the person of its legal representative, Mr. SERGIO ETTORE FERIGO, declares that the following general terms and conditions of sale shall be applied to its commercial transactions with third parties, hereinafter referred to as the BUYERS.

GENERAL TERMS AND CONDITIONS OF SALE

PREAMBLE

The parties agree that all commercial relationships between them shall be governed by these General terms and conditions, which, once they are signed, shall be valid as far as any provisions or changes, to be made in writing, are introduced.

PRICES

1 - Supplies are carried out at the agreed prices, except for evident transcription and calculation mistakes.

PACKING

2 - The standard packing is included in the sales price, unless agreed otherwise.

ILLUSTRATIONS

3 - All illustrations in catalogues, price lists, leaflets, drawings, tables with sizes and weights, are for information purposes only and do not oblige the seller to stick to them.

DELIVERY

4 - The term established for delivery shall start from the day following the receipt of the buyer's acceptance of our proposal.

5 - Any recourse by the customer and/or user for the failure to comply with the delivery terms is excluded.

Any liability on our side for any delays in delivery caused by force majeure, which cannot be attributed to us, is excluded.

6 - The delivery shall be considered as carried out, for all purposes, in the place and at the time of the receipt of the goods as per the INCOTERMS procedures established by the Chamber of Commerce for Industry, Agriculture and Handicraft. For goods delivered ex-works, the buyer authorizes the seller, now for then, to give the carrier the instructions on behalf of the buyer itself, without this implying any taking of responsibility by the seller, and expressly releasing the seller from every liability in this connection.

SHIPPING

7 - Any duties shall be charged to the buyer.

8 - The parties agree that the refusal of an order, for any reason whatsoever that occurs after the shipment of the contractual goods, automatically implies that all the transportation, delivery and shipping costs will be charged to the buyer.

PAYMENTS

9 - Payments must be made to us only to our Concorezzo headquarters.

10 - Also in those cases when the payment is agreed to be made by draft, promissory note or bank transfer, the fact that it is agreed to be made to the seller's address still holds, so that, in case of failure, the buyer shall immediately send the amount owed right to the seller.

11 - Any coverage by bills will be understood as subject to collection and never as a novation.

12 - In case of a full or partial failure to comply with the payments at the established dates, or if, in the unquestionable opinion of the seller, the legal or financial situation of the buyer looks changed, the buyer accepts the right of the seller to stop the supply.

13 - In case of late payment, the buyer shall pay the seller the bank interest that is current from the established date and without any need of placing the buyer in default.

14 - In spite of any pending claim, the buyer accepts the settlement of the payments at the agreed dates, expressing the reservations that it will hold as the most suitable in its interest.

RESERVED DOMAIN

15 - The property of the materials sold will be only transferred to the buyer when the full price owed to the seller is fully paid, except for the case in which the full payment is made in cash or in advance. The global price is not considered as paid until each cheque or other legal tenders of the buyer are collected or in any way honoured according to their specific terms.

The buyer undertakes the obligation to promptly return to the seller all the products that were sent to it, which are not its property yet, if the buyer does not promptly comply with the payment of any sums owed to the seller. For this purpose, the buyer will let the seller, its employees and agents access its premises in order to collect the unpaid products.

16 - The buyer shall insure all the materials against fire and any other unintentional accidents for up to the full amount of the goods.

GUARANTEES

17 - The seller guarantees that any device manufactured by it is free from material and manufacturing defects under standard use and service conditions. The guarantee is valid for 36 months starting from the shipment date of the materials supplied from its warehouse or from the deposits of its representatives or agents, provided the buyer reports any vices within 8 days, as established by art. 1495 of the Italian Civil Code.

18 - Within the above-mentioned guarantee terms, the seller is considered obliged to supply the defective part to our manufacturing plant free of charge.

19 - The damaged part shall be replaced by the seller in what it will consider to be the best way and in the shortest possible term.

20 - The guarantee does not include the components subject to wear and tear, like the stuffing-boxes and the relevant gaskets, valves, gaskets, coupling plugs and rubber, wood, leather gears and the like, belts, ropes, and so on.

21 - The guarantee does not include: damages suffered during transportation, bad storage, tampering, troubles caused by a wrong assembly, inexperience in the use, excess of the performance limits or excessive electrical or mechanical stresses, as well as for all the other causes that cannot be attributed to a direct fault by the seller, and also whenever the effects came from wrong or incomplete information provided by the buyer.

22 - The guarantee automatically expires when repairs or changes of any nature are made to our machines or equipment without our consent.

23 - In case of default, including a partial one, of payments, the buyer shall immediately lose any rights to any guarantee.

24 - The guarantee terms have an absolutely peremptory character, and start even if the material is not used.

- 25 - The material that is considered faulty shall be sent carriage free, after notifying the seller, and the replaced material will remain the property of the seller.
- 26 - Any obligation of the seller to refund indirect and or consequential damages is explicitly excluded. In any case, the amount of damages will be limited to the value of the machines and any refunds for any reason or by any way required by the buyer and/or third parties are expressly excluded. Therefore, the buyer expressly holds the seller harmless from any claim for damages that any third party may raise against the seller.

INSPECTION

- 27 - Should the buyer carry out inspection tests, it shall notify the seller, under penalty of cancellation, with at least eight day notice. The seller shall have the right to send a representative. Tests shall be carried out within 30 days after delivery and at the buyer's risk. If this term has elapsed without carrying out the inspection, the machine will be considered as inspected and objections can be no longer made. Any relevant costs shall be borne by the buyer.
- 28 - If the results of the inspection tests show that the machine does not comply with the contractual terms, the seller undertakes the obligation to collect all the materials supplied and to refund any sums that may have been collected. This way, the agreement will be considered as mutually terminated and neither party may lay any claims against the other party.

COMPLAINTS

- 29 - see guarantees

COURT

- 30 - For any litigation that is not regulated by these "General terms and conditions of sale", the competent court is the court of Monza.

MISCELLANEOUS

- 31 - Any covenant adding to or deviating from, fully or partly, these general terms and conditions, shall only result from documents coming directly from the parties. Any agreements that were or may be executed with agents, representatives, officers or any other people who are not provided with a specific written power by the seller, is null and void.
- 32 - Any registration or recording costs that may arise from the present are at the buyer's expense.
- 33 - These general terms and conditions cancel and replace those that were previously registered at the Revenue Office of Vimercate.

F.P.Z. S.p.A. in the person of its legal representative, Mr. SERGIO ETTORE FERIGO

Place and date: Concorezzo 01.07.2008

According to and for the purposes of articles 1341-1342 of the Italian Civil Code, the buyer expressly agrees on the following articles: 5 DELIVERY, 12-14 PAYMENTS, 15 RESERVED DOMAIN, 17-19-20-21-22-24-25 GUARANTEES, 27 INSPECTION, 30 JURISDICTION, 31 MISCELLANEOUS

Read, signed and underwritten for acceptance.

DEPOSITED AND REGISTERED AT THE REVENUE OFFICE OF VIMERCATE ON 04.07.08 UNDER N. 3367 SERIES 3