

The Company, FPZ S.p.A., hereinafter referred to as the SELLER, with registered office in 20863 Concorezzo (MB) Via F.lli Cervi 16, Italian Tax Code no. 05933070962 , Italian VAT no. 05933070962 , duly represented by its Legal Representative Mr. SERGIO ETTORE FERIGO, declares that for its commercial transactions with third parties, hereinafter referred to as the BUYERS, the following shall be applicable

GENERAL CONDITIONS OF SALE

WHEREAS

The parties agree that all business relations between the same shall be regulated by these General Conditions which, once signed, shall remain effective until any amendments or modifications are made in writing to the same.

PRICES

1 - Supplies shall be executed at the agreed prices, save any obvious transcription and calculation errors.

PACKAGING

2 - Standard packaging is included in the sale price, save for different agreements.

ILLUSTRATIONS

3 - All illustrations in catalogues, price lists, pamphlets, drafts, size and weight tables are for information purposes only and do not bind the seller to respect the same.

DELIVERY

4 - The period fixed for delivery shall run from the day following that on which we receive acceptance of our offer on behalf of the buyer.

5 - We shall not respond to and any claims on behalf of the client and/or user due to the lack of compliance with the delivery conditions.

We shall not be responsible for any late deliveries due to an event of force majeure not ascribable to us.

6 - Delivery shall be considered carried out, for all purposes, at the place and time when the goods are picked up pursuant to INCOTERMS procedures of the ICC. For goods ex-works, the buyer hereby authorises the seller to instruct the party assigned for transportation on behalf of the buyer, without the same giving rise to any undertaking of responsibility on behalf of the seller and expressly holding the same harmless.

SHIPMENT

7 - Any Duty payable is to be paid by the buyer.

8 - The parties agree that the refusal of an order, for any reason subsequent to the shipment of the contractual goods, shall automatically give rise to the buyer being charged for all transportation, delivery and shipment expenses.

PAYMENTS

9 - Payments must be exclusively made to the seller at the Concorezzo office or other authorised offices.

10 - Even when payment occurs by a draft, bill of exchange or cash order, it remains understood that it was executed at the domicile of the seller, hence, in the case of default; the buyer must forward the amount due directly to the same.

11 - Any coverage with bills of exchange shall be understood as subject to collection and never by novation.

12 - In the event of default, including partial, of payments as at the due dates or, at the discretion of the seller, should the legal or financial conditions of the buyer appear to have changed, the same shall accept the faculty of the seller to suspend the supply.

13 - In the event of late payment, the buyer shall pay the bank interest in effect as at the due date to the seller and without the necessity of placing the purchaser in default.

14 - Notwithstanding any outstanding complaints, the buyer approves the regulation of the payments as at the dates agreed expressing the appropriate reservations appropriate in its interests.

RESERVED DOMAIN

15 - The ownership of the purchased and sold material shall be transferred to the seller only when the entire amount due for the same is fully paid to the seller, save for the case in which the full payment is made in cash or in advance. The overall price is not considered paid until every cheque or other means of payment of the buyer is collected or in any case honoured within the terms of the same.

The buyer undertakes the obligation to immediately return all the products sent to the same to the seller, but not yet owned by the buyer, in the event that the buyer fails to fulfil the timely payment of any amount due to the seller. To this end, the buyer shall consent to the seller, its employees and agents to access its premises in order to pick-up the unpaid goods.

16 - The buyer is required to insure the material at its own expense against fire damage or any other fortuitous event until full payment of the asset.

WARRANTY ON NEWLY MANUFACTURED PRODUCTS

17 - *The seller guarantees that every device manufactured by the same is free of material and factory defects under normal use and service conditions. The warranty itself has a duration of 36 months from the shipping date of the material supplied from the warehouses of the seller or of its representatives or agents, provided that the buyer reports any defects within 8 days, pursuant to art. 1495 of the Italian Civil Code.*

18 - Within the above-mentioned terms of warranty, the seller undertakes to carry out free ex works freight of the defective part.

19 - The damaged part shall be replaced by the seller in the manner it believes best and as quickly as possible.

20 - The warranty does not include components subject to wear and tear, such as stuffing boxes and relevant packing, valves, gaskets, rubber, wooden, leather and similar joining and gear bolts, belts, ropes, etc.

- 21 - The warranty shall not apply to: damage during transport, poor storage, tampering, problems arising from faulty installation, incapacity of use, exceeding performance limits or excessive electrical or mechanical stress as well as for all other causes which are not directly ascribable to the seller and should the consequences derive from erroneous or incomplete information supplied by the buyer.
- 22 - The warranty is automatically void when, without our consent, repairs or changes of any type are made to our machinery or equipment and when the machine sent back to us results as being without the plate bearing the identification number.
- 23 - In the event of default, including partial, of the payments, the buyer immediately loses every right to any type of warranty.
- 24 - The warranty conditions are absolutely mandatory and shall elapse even if the product is not used.
- 25 - The product considered defective must be sent, upon prior notice to the seller, postage paid and the part which is substituted shall remain the property of the seller.
- 26 - Any and every obligation for compensation of indirect and/or consequential damages on behalf of the seller is expressly excluded. In any case, the amount of the damages shall be limited to the value of the machinery and further compensation for any other reason or purpose requested by the buyer and/or third parties is expressly excluded. The buyer, moreover, expressly holds the seller harmless from any request for damages which may be made towards the same by third parties.

WARRANTY ON REPAIRED PRODUCTS

- 27 - Products repaired at our premises have a warranty period of 6 months.

TESTING

- 28 - Should the buyer wish to execute acceptance tests, the same must notify the seller, penalty of forfeiture, at least eight days in advance. It shall be the faculty of the same to have a representative present. The tests must be performed within thirty days of delivery at the risk and perils of the buyer. Once the above-mentioned time period has elapsed without the test having been carried out, the machinery shall be deemed as tested without exception. Any expenses relevant to the testing shall be charged to the buyer.
- 29 - Should it result from the test that the machinery does not correspond to the contractual conditions, the seller undertakes to pick-up the product provided and return any amount collected. To this end the contract shall be understood as consensually terminated and neither party can make any type of claim towards the other.

PENALTY

- 30 - Any cancellation of orders underway shall be treated as indicated in the order confirmation and FPZ reserves the right to charge the warehousing fees for unclaimed material.

COMPLAINTS

- 31 - see warranty.

APPLICABLE LAW AND COMPETENT COURT

- 32 - For any controversy not regulated by these "General conditions of sale", relevant to the interpretation, execution and/or termination of the "General conditions of sale" and contracts between the parties the competent court shall exclusively be the court of Monza.
- 33 - For the aspects of contractual relations which are not specifically regulated by these General Conditions of Sale, please make reference to the Vienna Convention for the International Sale of Goods ratified in Italy by Law 765/1985 and which came into effect as at 1 January 1988. Should additional issues not be regulated neither by these General Conditions of Sale nor by the mentioned Vienna Convention, please make reference to the Italian Law. Business relations between the parties are regulated by the laws of the Republic of Italy, including in derogation of the mandatory laws contained in the Vienna Convention for the international sale of moveable items.

VARIOUS

- 34 - Any agreements in addition or in total or partial derogation of these conditions must be the result of contracts executed directly between the parties. Any agreement made or which has been made with agents, representatives, executives or other persons not provided with an express written proxy from the seller shall not be considered valid.
- 35 - Any registration or transcription fees deriving from the present are payable by the buyer.
- 36 - These conditions void and substitute those previously deposited with the Inland Revenue Office in Vimercate.

The Company, FPZ S.p.A, duly represented by the Legal Representative Mr. SERGIO ETTORE FERIGO

Place and date: Concorezzo 19 April 2011

Pursuant to and for the purposes of arts. 1341-1342 of the Italian Civil Code, the buyer expressly approves the following articles 5 DELIVERY, 12-14 PAYMENTS, 15 RESERVED DOMAIN, 17/27 WARRANTIES, 27 TESTING, 30 PENALTIES, 33-33 APPLICABLE LAW AND COMPETENT COURT, 34-36 VARIOUS

Read, signed and undersigned for acceptance.

Deposited at the Inland Revenue Office of Monza and Brianza Office of Vimercate on 21 April 2011, registered at no. 2373 series 3