

### 1) GENERAL CONDITIONS

The validity of this order is subject to it being underwritten by our company.

No order will be valid unless it bears a signature authorised by LUCCHINI RS S.p.A.

All the general conditions stated below, as well as the special ones included in this order, are understood to be known to and accepted by the supplier who must return a duly dated and underwritten copy (stamp and signature) to us.

Any departures from, modifications and/or supplements to the conditions provided for herein and to the orders, must be agreed and authorised in writing by LUCCHINI RS S.p.A.

Any clause stated or applied by the supplier in his letters, invoices, bills or notes will not prevail or, in any case, modify the general conditions and/or special conditions of this order unless expressly approved by the buyer.

### 2) TERMS OF DELIVERY

The terms of delivery stated in this order are understood to be fundamental insofar as they have been established according to the requirements of our company organisation.

Failure to meet the terms, even of just a part of this order, will give LUCCHINI RS S.p.A. the right to act as follows:

- A) To cancel the whole order, or the part that is outstanding or a part of the same, without any obligation towards the supplier, and to charge any damages that may have been incurred to the non-fulfilling party.
- B) To take steps to purchase the materials from another source to replace those that were ordered but not delivered, charging all the expenses incurred and the damage suffered.
- C) To apply a penalty for the delayed and/or non-fulfilled delivery starting from the ..... day/week after the agreed date. For each day/week of delay, a penalty will be applied equal to ..... of the value of the material up to a maximum of 10% of the total value of the supply.

LUCCHINI RS S.p.A. reserves the right to apply the above-mentioned penalties irrevocably and at the company's discretion, the measures as stated in points A and/or B and/or C may be applied.

### 3) DELIVERY DOCUMENTS

The materials delivered must always be accompanied by delivery notes completed according to the tax regulations in force and stating amongst other things, the date, order number, a description of the material, as well as our code for each individual item, where applicable.

If requested, a control and/or inspection certificate may be an integral part of the document as well as the analysis certificates. Our company reserves the right to refuse material provided with irregular accompanying notes, or notes that have been filled in incorrectly or incompletely.

### 4) TERMS OF ACCEPTANCE

The goods will be accepted following the inspection in our plants. If, following our acceptance, the goods should prove to be faulty in any way, the material will be returned to the supplier, carriage forward. Any costs for new inspections and/or damages incurred due to such faults, will be charged entirely and irrevocably to the supplier.

### 5) PLACE OF DELIVERY

Unless other written agreements are made, it is established that the material ordered is to be delivered: free LUCCHINI RS S.p.A. warehouse. Risks regarding loss, theft and/or damage during transportation are the sole responsibility of the supplier.

### 6) SUPPLIER'S GUARANTEE

By accepting this order, the supplier declares and guarantees, assuming full responsibility, that the materials to be supplied:

- A) Have been checked in a workmanlike way, in compliance with the technical and safety standards prescribed by the laws in force on the subject, with particular reference to the provision made in Presidential Decree 24/05/1988 n. 224.
- B) Have been checked in order to verify, by means of a positive outcome, the safety and functionality and the materials have proven to be free of faults and/or defects.
- C) Are suitable for the use that our company expects to make of them.
- D) Are covered by an 18 (eighteen)-month guarantee from start-up, or from the start of use, which will be considered, in any case, to take place within 6 (six) months from the date of delivery.

7) INVOICING

Apart from the details required by law, the invoices for the materials referred to in this order must also state:

- Number and date of the order
- Number and date of the delivery note
- Total quantity delivered
- Agreed unit price
- Resulting total amount
- Agreed terms of payment

LUCCHINI RS S.p.A. reserves the right not to accept and, therefore, to reject any invoices that do not comply with the requirements above and our company will be relieved of any consequent liabilities.

8) CONVEYANCE OF PATENTS

By accepting this order, the supplier undertakes not to convey to third parties, for any reason whatsoever, parts made according to our drawings. The supplier guarantees that the supply or the product sold by the same complies with the regulations concerning patents and/or sole rights of all kinds and that the products, or even separate parts of the same, are not covered by third parties' sole rights. If our company should be involved in legal action or measures taken by third parties laying claim to sole rights for all or part of the product, under these conditions, the seller provides a complete guarantee and relieves LUCCHINI RS S.p.A. from any consequences that may arise as a result.

9) PRICES

The prices in the contract are understood to be accepted by the supplier to his advantage or to his risk and are absolutely unalterable regardless of any event or increase in the cost of material, labour, freight charges, exchange rates, transport costs, taxes, duties, variations in circumstances or anything else.

10) RIGHT OF INSPECTION

It is our right to send one of our representatives in the ways and at the times convenient to us and without any prior warning, to check that the orders are being carried out appropriately.

11) ADVERTISING

Any advertising that refers to supplies made to LUCCHINI RS S.p.A. must be authorised each time by LUCCHINI RS S.p.A.

12) NO TRANSFERENCE

This order and the rights arising from the same, including those concerning payment of the price due to the supplier, may not be transferred to third parties without our company's prior consent.

13) NOVATION

The general conditions and special conditions as referred to in this order, cancel and replace all other agreements whether written or verbal, that may have been made previously between our company and the supplier. Any general conditions and special conditions agreed for orders other than this one, will not modify in any way the general conditions and special conditions provided for herein.

14) COMPETENT COURT OF LAW

For any controversy that may arise of any kind, the competent, exclusive and mandatory court of law is that in Brescia, even if arrangements have been made for payments to be effected in other places and regardless of the place of delivery and/or destination of the goods.

15) READ, CONFIRMED AND UNDERWRITTEN

Date ..... Stamp and signature .....

According to articles 1341 and 1342 of the civil code, the clauses referred to above under points 2-4-6-8-9-11-12-13-14 are understood to be specifically approved, as well as all the conditions regarding the order on the back of this document.

Read, confirmed and underwritten

Date ..... Stamp and signature .....