

GENERAL CONDITIONS OF SALE OF SPAZZOPLASTICA S.r.l.

Version dated 01/01/2018

These general conditions regulate the contractual sales relationships between SPAZZOPLASTICA S.r.l. (hereinafter the "Supplier") and its clients, implemented through single orders and relative order confirmations.

1.1. Orders - Orders, even negotiated or proposed, received by the Supplier are only considered as final if specifically accepted by the latter and further confirmed by the Client if the Supplier has modified the order received.

2.1. Price - The price of the supply is the one given in the price list in force when the order is sent, or the one negotiated by the parties and indicated in the order confirmation.

3. Transport of goods - As we are referring to sales regulations with transport (pursuant to art.1510, second paragraph, Italian Civil Code), please note that, regardless of who assigned the assignment to the carrier, the risks pass to the Client when the goods are delivered to the first carrier. Any complaints for breakages, deterioration, tampering or missing items must be reported to the carrier within terms established by law; however, also notifying the Supplier.

4.1. Terms of delivery - Unless agreed otherwise, the delivery terms foreseen in the order are purely indicative and not essential. Any delays in delivery shall not give right to any indemnity and/or compensation.

4.2. However, any variations requested during the production stage relieve the Supplier for what concerns terms agreed. In that case delivery terms and conditions will be renegotiated.

5.1. Product characteristics. Improvements and modifications -Product technical data and information, including conditions for storage, use and maintenance of products that the Client is obliged to comply with, are notified through price lists, catalogues and/or similar documents.

5.2. The Supplier reserves the right to make all the improvements and modifications to its products, even aesthetic ones, deemed opportune or necessary, without this meaning that the Client may contest them or has a right to cancel any orders in progress and/or claim indemnity and/or request reductions of the price agreed.

6.1. Force majeure circumstances - The Supplier and/or the Client may not be considered responsible for non compliance, even partial, with even one of its obligations if it is established or they prove that the non compliance was due to an obstacle that did not depend on their control; that they could not reasonably foresee when the order was finalised, the presence of that obstacle and its effects on the capacity to perform its obligations; and that they could not have been reasonably able to avoid or overcome that obstacle or its effects.

6.2. The party invoking exemption of responsibility is obliged to notify the counterpart, as soon as possible, and immediately after acquiring knowledge of the obstacle and its effects on the capacity to fulfil its obligations, of the existence of the obstacle, and its effects on the capacity to comply with commitments. A similar notification must be made as soon as the cause for exemption from responsibility ceases. Whoever omits one or the other notification will be responsible for the damages that could otherwise have been avoided.

6.3. In any case, if the causes for the exemption continue for a period of longer than 60=(sixty) days, each party shall have the right to terminate the contractual relationship by a written communication to the counterpart; excluding that in that case either party should have a right to supplementary expenses or rights.

7.1. Products guarantee. Disputes - Products purchased must be checked and controlled on arrival to make sure they comply with the order. Any differences, related to quantity, nature or type of products supplied and any claims concerning the external characteristics of products, must always be reported in writing by PEC (certified e mail), within a maximum of 8=(eight) working days from their receipt, mentioning all details for an immediate control. Once that term has gone by, the products will be considered as accepted for all purposes. Moreover, use of the products displaying evident defects excludes the possibility to contest or make claims related to the defects themselves.

7.2. The products are guaranteed by the Supplier for design, material or processing defects for a period of 6=(six) months starting from the delivery date.

7.3. Product defects or flaws, not ascertainable based on a diligent external control, must be reported in writing to the Supplier by PEC (certified e-mail), under penalty of cancellation, within 8=(eight) working days from when they are detected; in any case, no later than the above guarantee term. Any claim must specify the defect found. Products being disputed must be made available for the Supplier's representatives to be controlled.

7.4. Disputes will not imply cancellation of the single order, but, at the discretion of the Supplier, repairs or free replacement of the products proving to be defective; unless decided otherwise for objective reasons when it is not possible to adopt one of the above remedies. With no prejudice to cases of fraud or serious negligence, the above excludes any other responsibility for the Supplier caused by the products supplied or their resale. In particular, no claims may be made for compensation and/or indemnity for direct or indirect damages of any kind arising from the non or limited use of the products.

7.5. The Supplier will not be liable on detection of improper use of products, not compliant with Supplier indications, their negligent storage, tampering, and for force majeure circumstances. The Supplier declines all liability for any damage that could, directly or indirectly, be the result of not complying with all product storage, use and maintenance provisions indicated by the Supplier.

7.6. Any claims related to a single delivery do not exempt the Client from the obligation to collect the remaining quantity of products in the specific order, or from other orders that are not the one being considered.

8.1. Payments - Payments must be made solely to the Supplier under the conditions agreed or indicated in the order.

8.2. It is understood that any complaints and disputes shall not give the Client the right to suspend or delay payments for the products being disputed nor for other supplies. More generally, no action or objection may be taken by the Client if it has not made full payment for the products for which the claim or objection is being made.

8.3. The Client is not authorised to make any deduction to the price agreed (e.g. if product defects should be claimed) unless agreed in advance in writing with the Supplier.

9. Returning goods - The Supplier does not accept return of goods unless that return is authorised in writing. However, returns must be intact and packed (possibly in their original packaging or packed using similar techniques) and be accompanied by a return bill with the Client assuming all costs and risks.

10. Suspension or cancellation of orders - If the Client should not comply with, even partially, one of the general supply conditions, or with ascertained payment difficulties or if the solvency guarantees or, more generally, its economic capacity should no longer exist or should decrease, the Supplier has the right to suspend or cancel orders in progress, or to subordinate delivery of products to provision of suitable payment guarantees.

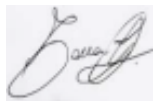
11. Settling disputes - The Court of Law of where the Supplier has its registered office shall have sole jurisdiction for any disputes arising over the execution and interpretation of the contractual relationship.

12.1. Final provisions - These general conditions of sale and single orders are regulated by Italian law.

12.2. If a contractual provision in these general conditions of sale should no longer be valid or be null, that will not prejudice the validity of the other provisions which will remain in force and effective.

San Zenone degli Ezzelini (TV), date 01 January 2018

The Supplier



The Client

SPAZZOLPLASTICA S.r.l.

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the following clauses are specifically approved by the Client: 3. (transport of goods); 4.1. (terms of delivery not essential); 5.1. (product characteristics); 5.2. (improvements and modifications); 6.3. (termination for force majeure circumstances); 7.1 (disputing evident defects); 7.2 (guarantee); 7.3 (disputing hidden defects); 7.4 (limits to responsibility); 7.5 (complying with technical, storage, use and maintenance documentation); 7.6 (execution of subsequent orders); 8.2 (non suspension of payments); 10. (suspension or cancellation of orders); 11. (settling disputes).

The Client