

1. Definitions

For the purposes herein, the following terms shall have the following meaning:

“OMFB”: shall mean OMFB S.p.A.

“Acknowledgment of Receipt”: shall mean the acknowledgment of the order issued by OMFB, including possible amendments and integrations thereof signed by OMFB.

“Contract”: shall mean all the contractual documents regulating the relationship between the Buyer and OMFB and concerning the sale of the Products.

“Products”: shall mean the products sold by OMFB, as specified in the Offer.

“Buyer”: shall mean the subject who entered into or wishes to enter into the contract with OMFB.

“Order”: shall mean the order issued by the Buyer to purchase the Products.

“Offer”: shall mean the offer of the Products sent by OMFB and signed for acceptance by the Buyer.

2. General Conditions of Sale – Acknowledgment of Receipt

Sale of all OMFB's Products are subject to these General Conditions of Sale and to the Offer. The Buyer's general condition of purchase are not binding for OMFB.

Once the Buyer issues an Order, OMFB shall be bound only following the issuance of the Acknowledgment of Receipt.

3. Proposal and acceptance

3.1. The Offer sent to the Buyer is valid for a period of 30 days or for a different period as indicated in the Offer itself.

3.2. Should the Buyer not accept the Offer within such term OMFB is free to consider it as revoked without giving the Buyer any further notice.

4. Delivery terms

4.1. The delivery terms are those indicated in the Offer and make express reference to

INCOTERMS 2010, to be considered as an integral part of these General Conditions. It is

understood that OMFB shall in no way be liable for delays on delivery terms unless if expressly

provided for in the Offer, in which case OMFB shall be liable for delays exceeding 5 days from the agreed date of delivery.

4.2. In any case, (i) OMFB's liability shall be limited to the compensation of damages incurred by the Buyer for the delay in the delivery as long as the relevant term is indicated in the Offer, as

jointly ascertained by the parties and (ii) such liability shall not exceed 5% of the total amount, net of taxes, of the price, or part thereof, referring to the parts delivered in delay.

4.3. Should the Buyer be in delay in the payment of the price or in the fulfilment of any of its contractual obligations, OMFB shall be entitled to suspend the delivery of the Products, in accordance with article 1460 of the Italian Civil Code and, as a consequence thereof, it shall not be liable for the delayed delivery.

5. Prices and Payment Terms

5.1. The invoices shall be paid in accordance with the terms indicated in the Acknowledgment of Receipt.

Notwithstanding what provided for by article 9 of these General Conditions of Sale, should the Buyer be in delay with respect to the payment terms provided for under point 4 of the Offer, interests as provided for by article 5 of Italian Legislative Decree n. 231/2002 shall accrue.

5.2. Should the Offer provide a payment by Irrevocable Letter of credit, this latter shall be issued in accordance with UCP n. 600 rules of the International Chamber of Commerce which shall be notified to OMFB at least 15 days prior to the delivery of the Products. The Letter of Credit shall be confirmed by an Italian Bank approved by OMFB and shall be at first demand.

6. Retention of Title - Transfer of Risk

Products delivered shall remain the property of OMFB until full payment of the contractual price. Should the parties provide for a payment in separate instalments, article 1523 and followings of the Italian Civil Code shall apply and title to the Products shall therefore be transferred to the Buyer only upon payment of the last instalment. In any case, all risks relating to the Products shall pass to the Buyer on the date of delivery notwithstanding the INCOTERM chosen.

7. Certifications and tests

The Products' test shall be carried out at OMFB's premises exclusively and, only whether previously requested, at the Buyer's presence.

8. Acceptance following us of the Products – Refusal to receive the Product

The use of the Products or part thereof by the Buyer implies acceptance of the same. Should the Buyer refuse to accept the Products without any reason or in case of unjustified claims by the Buyer, OMFB shall deposit the Products in its warehouse, giving the Buyer written notice thereof, by registered mail; should this occur, OMFB shall invoice and immediately request to the Buyer the entire price as well as the custody and insurance costs. The Products shall remain at the Buyer's disposal for 3 (three) months during which the Buyer, following payment of the full amount due, and of the above costs, to OMFB, is entitled to request to OMFB, through written communication sent by registered mail, the delivery of the Products.

Delivery of the Products shall be made taking into account OMFB's organisational needs. Following two months without a request from the Buyer this latter shall lose any right on the Products and it shall pay the relevant price as compensation of losses and of all costs accrued for custody of the Products.

9. Warranties and liabilities

9.1. OMFB warrants that the Products are, for a period of twelve months from the relevant acceptance as provided for under point 8, free from any defect in material or workmanship. During the warranty period OMFB shall repair or, whether necessary, replace the defective parts. To this aim, the defective parts to be substituted shall be returned to OMFB at the Buyer's costs. This warranty substitutes any other warranty connected with the Products and it does not cover transport costs, workmanship and any costs connected thereto (travel, lodging).

OMFB shall have the right to extend the warranty for a further period upon Buyer's payment of an additional price, which shall be indicated in the Offer.

The warranty does not apply if the Product is damaged as a consequence of:

- a) normal wear and tear;
- b) Buyer's negligence or failure in the use of the Products;
- c) use, maintenance or operation of the Products not in compliance with OMFB's manuals and instructions, overcharge in the use of the Products or direct repair of the Products by the Buyer or by third parties without OMFB's previous authorisation;
- d) use of oils or liquids different from those indicated in OMFB's manuals and instructions;
- e) modifications of the Products by the Buyer without OMFB's prior written consent;
- f) Products subject to pressure higher than that indicated by OMFB and /or used not in compliance with the technical specifications contained in OMFB's manuals;

g) damage or break of the material and/or products which contain the Products.

9.2. The warranty shall not be applicable to Products which, at the time of OMFB's intervention, are lacking certificates, labels, warranty labels existing at the time of delivery or if the same have been removed, broken or tampered. It is understood that the warranty shall apply only if the Buyer is in full compliance with all its contractual obligations.

9.3. OMFB shall in no way be liable for damages to persons and properties or for any indirect damage, such as those deriving from production and/or business loss, arising from defects or lack of quality of the Products, which shall be borne entirely by the Buyer, exception made for OMFB's gross negligence or wilful misconduct.

9.4. The Buyer shall not be entitled to oppose against OMFB any exception nor claim any unfulfilment by this latter until and unless it has paid the price and any other sum provided in general by the Contract.

9.5. The Buyer shall provide OMFB, upon its request, with all necessary data to allow the traceability of the lot of Products sold, for each single client, and keep those data for a period of two years from the sale of the Products to the final client.

10. Taxes, Duties and Fees

Price of the Products does not include any tax, fee, duty or fiscal charge of any kind, present or future, due and applicable in the Buyer's country.

Should OMFB be subject to payment of any tax, duty or other charge in the Buyer's country, according to the local applicable laws, the Buyer undertakes to reimburse to OMFB the amounts paid, within 30 days from the relevant request and upon submittal of all supporting documents. Failing reimbursement in the above terms, the price of the Products shall be increased accordingly.

11. Termination

OMFB shall be entitled to immediately terminate the Contract, as provided for under article 1456 of the Italian Civil Code, whether the Buyer, in case of sale according to article 1523 and followings of the Italian Civil Code, fails to pay an instalment exceeding one eighth of the total price.

Following termination of the Contract, the Products shall be returned to OMFB. The Buyer authorises, as of now, OMFB to take back the Products without a judicial order, waiving as of now any right to act against OMFB with reference to the repossession of the Products and, in particular, to the actions provided for by article 1168, 1169 and 1170 of the Italian Civil Code.

12. Confidentiality

The Buyer acknowledges that all Confidential Information is and remains the sole property of OMFB.

The Buyer undertakes not to disclose to third parties, reproduce, copy or in any way divulge the Confidential Information without the prior written consent of OMFB.

13. Governing Law - Jurisdiction

13.1. Without regard to any conflict of law doctrine, the Contract shall be governed and construed according to Italian law.

13.2. All disputes which may arise in connection with the execution, interpretation, performance and termination of the Contract shall be submitted to Italian exclusive jurisdiction and the Court of Brescia (Italy) shall be competent.

14. OMFB's Organisation, Management and Control Model and Ethical Code

The Buyer undertakes to fully comply with the behaviours and procedures of OMFB's Organisation, Management and Control Model and Ethical Code, of which it declares to be fully aware. Should the Buyer be in breach of this provision, OMFB shall be entitled to immediately terminate this agreement, as provided for under article 1456 of the Italian Civil Code, according to this clause.

[Date and Place]

According to articles 1341 and 1342 of the Italian Civil Code, the Buyer declares to have read and to specifically approve the following articles of this General Conditions of Sale:

- 4. (Delivery terms)**
- 6. (Retention of title – Transfer of risk)**
- 8. (Acceptance following use of the Products – Refusal to receive the Products)**
- 9. (Warranties and liabilities)**
- 12. (Governing law- Jurisdiction)**

For specific acceptance
The Buyer
