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| Tubificio del Friuli | | GENERAL SALE TERMS AND CONDITIONS | | |
| Mod. CDV | Effective since 15/03/05 | Rev.01 | Approved RSQ: A.V. | Pag.1/1 |

1. INTRODUCTION

1.1 These General Conditions, apart from any exceptions specifically agreed in writing, govern all current and future sales contracts between the parties. Any general conditions of the Buyer will not apply unless expressly accepted in writing; in this case, however, unless otherwise written, they will not exclude the effectiveness of these General Conditions, with which they must be agreed. The term Products indicates the goods that are the subject of the single purchase and sale contract governed by these General Conditions (hereinafter referred to as "The Contract").

1.2 The acceptance of a Contract by the Buyer, no matter how carried out, implies his adherence to these General Conditions. In the event that the Seller has issued, even after the conclusion of the contract, an order confirmation, any additional terms or amendments to the contract contained in the order confirmation will apply, provided that the Buyer does not promptly object in writing, that is to say within 48 hours of sending the order confirmation.

1.3 Without prejudice to the provisions of point 1.2 above, any changes to the terms of the Agreement must be agreed in writing.

1.4 The supply includes only the Materials and quantities specified in the Order Confirmation letters and this will prevail over the non-compliant text of any offer and order.

2. FEATURES OF THE PRODUCTS

2.1 Any information or data on the features and/or technical specifications of the Products and their use, such as weights, dimensions, etc., and other data contained in catalogs, prospectuses, circulars, advertisements, illustrations, price lists, or other illustrative documents of the seller will be binding only to the extent that such data have been expressly mentioned in the offer or in the written acceptance of the Seller.

2.2 Any qualitative differences within the usual margins of tolerance in the sector and/or normally accepted in the relations between the parties will be considered compliant with the Contract. As far as quantities are concerned, unless otherwise agreed, a tolerance of 10% more or less than the quantity ordered. For products invoiced by weight, a tolerance of 0.3% more or less on the shipped weight is allowed.

2.3 The Seller guarantees the conformity of the Products and the tolerances as indicated in the reference standard EN 10305 -3/5. Any deviations from the aforementioned guidelines must be agreed in writing between the parties. Unless otherwise agreed and taking into account the information referred to in point 2.2, deviations (up to max. 1.5%) from the guidelines above are permitted.

2.4 The Seller does not guarantee in any way, unless specifically agreed in writing, the characteristics or specifications of the products made through the transformation of the Products.

2.5 The Seller supplies the Products with standard packaging. Any special packaging must be specifically requested by the Buyer at the time of ordering and will be invoiced at cost.

3. SAMPLES

3.1 Samples of quantities of less than 1000 kg, in consideration of the limited quantity, the consequent low productivity of the plants, the high incidence of scrap, etc., will be billed at cost.

3.2 For the above point, as well as for the testability features of the sample itself, for the materials ordered and confirmed as samples, no claims will be accepted in any way.

4. TERMS OF DELIVERY

4.1 Any delivery terms agreed by the parties are purely indicative and therefore do not bind the Seller. However, in the presence of a delay attributable to the Seller that exceeds 90 days, the Buyer may terminate the Contract relating to the products whose delivery is delayed with a written communication to the Seller.

4.2 Any delay due to major force (as defined in point 8) or to acts or omissions of the Buyer (e.g. failure or delay in communicating the data necessary for order fulfillment) is not considered attributable to the Seller.

4.3 Except in the case of willful misconduct or gross negligence by the Seller, any compensation for damage due to failure or delay in delivery of the products is expressly excluded.

4.4 In the event of cancellation of the order by the Buyer, the Seller has the right to compensation for the resulting damages. In this case, the Buyer will pay the Seller the agreed price at the agreed deadline and this amount, after deducting the damages suffered by the Seller as a down payment on subsequent Buyer orders.

5. RETURN AND SHIPPING - RESERVE OF OWNERSHIP

5.1 Unless otherwise agreed, the supply of the Products is understood to be Ex Works and this even when it is agreed that the shipment or part of it is handled by the Seller.

5.2 The risks pass to the Buyer at the time of the delivery of the Products to the first carrier, at the Seller's factory.

5.3 Any complaints relating to the state of the packaging, quantity or external characteristics of the Products (apparent defects), must be notified to the Seller in writing within 8 days from the date of receipt of the Products. Any complaints relating to defects not identifiable through a diligent check upon receipt (hidden defects) must be notified to the Seller in writing within 8 days from the date of discovery of the defect and in any case no later than 30 days from delivery. The complaint must precisely specify the defect found and the Products to which it refers (product identification tag and delivery note).

5.4 It is understood that any complaints or disputes do not entitle the buyer to return the Products without the prior approval of the Seller, nor to suspend or otherwise delay payments for the disputed products, nor, much less, for other supplies.

5.5 The Products remain property of the Seller until full payment of the price.

6. PRICES

6.1 The established sales prices are subject to change and will be those in force at the time of the individual deliveries of the materials. Unless otherwise agreed, prices are intended ex works, including normal packaging. Unless otherwise agreed in writing, any special packaging requested by the Buyer, insurance, transport, as well as any other service or accessory cost are not included in the price.

6.2 The prices are net of VAT, any taxes or duties, as well as taxes, duties and charges of any kind that may be imposed on the Contract.

7. PAYMENT TERMS

7.1 Payment must be made within the agreed terms and currency. In the event of late payment with respect to the agreed date, the Buyer will be required to pay the Seller, without the Buyer's formal notice being required, an interest on arrears equal to the ABI prime rate, plus five percentage points, starting from the day where the payment was to be made. Any late payment of more than 15 days, will give the Seller the right to terminate the Contract, with the right to demand the return of the Products supplied, at the Buyer's expense and care, without prejudice to compensation for damage.

7.2 The Buyer is not authorized to make any deductions from the agreed price, except by prior written agreement with the Seller.

7.3 If the seller has reasons to fear that the buyer cannot or does not intend to pay for the Products on the agreed date, he may make the delivery of the products subject to the provision of adequate payment guarantees (eg surety or bank guarantee). Furthermore, in the event of late payment, the Seller may unilaterally change the terms of any other supplies and/or suspend their execution until adequate payment guarantees are obtained.

8. WARRANTY FOR DEFECTS

8.1 Any complaints for evident defects must be communicated in writing within 8 days from the date of delivery of the goods. Any complaints for hidden defects must be communicated in writing within 60 days from the date of supply of the goods. The Seller undertakes to place any defect or lack of quality of the Products attributable to him, occurring within 60 days of delivery of the Products, provided that the same is been notified in due time, providing for the replacement or repair (at its choice) of the Products found to be defective in the manner indicated below. In the event of the discovery of defective Products, the Buyer must segregate the suspect material and immediately stop its use, inviting the Seller to verify the alleged defects, under penalty of forfeiture of the right to assert the defect. If the existence of defects is ascertained and their attributability to the Seller, the latter will, as soon as possible, replace or repair the defective Products. The Seller will not accept any claim against Products not stored in a suitable place and condition or in non-original packaging. The transport costs of the products to be replaced and of the replaced products are charged to the Seller.

8.2 The Seller guarantees the compliance of the Products with particular specifications or technical characteristics or their suitability for particular uses only to the extent that these characteristics have been expressly agreed in the Contract or in documents referred to for this purpose by the same contract.

8.3 Except in the case of willful misconduct or gross negligence, the seller will be required, in the event of defects or lack of quality of the Products, only to repair or supply Products to replace the defective ones. In any case, any right on the part of the buyer for damages and / or refunds incurred for any reason is excluded. It is understood that the aforementioned guarantee (consisting of the obligation to repair or replace the Products) is absorbing and replacing the guarantees or liabilities

provided for by law, and excludes any other liability of the Seller (both contractual and extra-contractual) in any case originating from the Products supplied (e.g. compensation for damages, loss of earnings, etc.).

9. MAJOR FORCE

9.1 Each party may suspend the execution of its contractual obligations when such execution is made impossible or unreasonably burdensome by an impediment independent of its will such as eg. strike, boycott, lockout, fire, earthquake, flood, war, riot and revolution, requisition, embargo, power outage, delay in the delivery of components or raw materials. Any circumstances of the type indicated above occurring before the conclusion of the Contract will give the right to the suspension referred to above only if the consequences on the execution of the Contract could not have been foreseen at the time of the conclusion of the same.

9.2 The party wishing to make use of this clause must immediately notify the other party in writing of the occurrence and termination of the circumstances of force majeure.

9.3 If the suspension due to major force lasts more than 120 days, each party will have the right to terminate the Agreement, subject to 30 days' notice, to be communicated to the other party in writing.

10. JURISDICTION

10.1 For any dispute, the Court of the Province in which the supplier is based is competent.