

General Sales Conditions di E.C.S. S.r.l.
Via dell'Artigianato n. 20/24, Belluno, Italy

IMPORTANT NOTE: this is a translation of the original document, for every doubt, problem or controversy refer to the original version.

Art. 1 - Contractual regulations

1.1. These General Sale Conditions (hereinafter also referred to as "GSC"), except for any exceptions specifically agreed in writing, govern all current and future sales and supply contracts for E.C.S. S.r.l. products (hereinafter ECS) concluded with the buyer.

1.2. The application of any general conditions of the buyer to the relationships between the parties is excluded.

Art. 2 - Stipulation and object of the contract

2.1. Unless otherwise agreed in writing, The estimates/offers sent by ECS to the buyer are void if, within 30 (thirty) days of their receipt, the buyer has no placed any purchase order

2.2. The order by the buyer constitutes a firm and irrevocable contract proposal based on these GSC.

2.3. For products that comply with the requested and technical specification provided to ECS by the buyer (including drawings, blueprints, etc.), the buyer himself will be responsible for the hypothesis of defects and/or malfunctions of the said products. The buyer, therefore, will not be able to make any request for compensation for damages to ECS nor, much less, delay and/or refuse to pay the price agreed between the parties.

2.4. ECS is free to modify and update it GSC at any time, including its price lists, prices and offers.

2.5. ECS has the right, at its sole discretion, to apply an increase on the price to cover management, logistics and internal transport costs in relation to orders of less than one thousand euros (1000,00=). Likewise, ECS will have the right to apply an increase on the price for urgent deliveries (defined as those deliveries carried out outside the normal transport terms) to cover additional management, logistics and transport costs.

2.6. Except as provided in article 2.7, if after sending the order confirmation by ECS, the buyer communicates to ECS the total or partial cancellation of an order, he will be required to pay ECS, as a compensation for damages, 70% of the value of the products referred to in the cancelled order. Unless otherwise agreed between the parties, following the cancellation of an order, ECS will not be obliged – in any way, for any cause and/or reason – to deliver to the buyer the products of which the latter has communicated the cancellation. It is understood that the buyer will not be able to claim anything, for any reason and/or cause, for the above.

2.7. Once the production of the good ordered by the buyer has been completed, cancellations, even partial, of the orders are no longer permitted and the buyer will have to pay the entire price. Transport costs and any other related charges will be the sole responsibility of the buyer and must be paid immediately upon simple request from ECS. In case of refusal to take delivery of the aforementioned goods, unless otherwise agreed between the parties, the buyer will be required to pay ECS a lump sum of €100.00 for each day of storage. In this case, any risk connected to the Products is to be considered exclusively borne by the purchaser.

Art. 3 - Delivery

3.1. Unless otherwise agreed in writing between the parties, the transport of the products will be carried out with FCA delivery (INCOTERMS CCI in fore at the time of delivery), ECS choosing the means of transport that it deems most appropriate.

3.2. Unless otherwise agreed in writing between the parties, the delivery terms indicated by ECS in the order confirmation are to be understood as indicative and not mandatory. It is understood that the failure or delay in payment of the price and/or advances and/or the delay in opening the agreed letters of credit, the failure or poor availability of components and/or raw materials on the market and/or the delay by the buyer in the transmission of the technical data necessary for the preparation of the products suspends for ECS the start of production and delivery terms of the products ordered until the elimination or overcoming of the respective impediment.

3.3. Failure or delayed fulfilment of a partial delivery does not entail non-fulfilment of the obligation of the main delivery and will have no effect on other partial deliveries.

3.4. In the event of total or partial non-delivery of the Products, ECS may, as its discretion, replace the Products with equivalent ones or issue a credit note for the relevant contractual value. However, any liability of ECS for damages resulting from delay or non-delivery, total or partial, for any cause and/or reason, of the products is excluded.

Art. 4 - Price

4.1. Unless otherwise agreed in writing between the parties, the price of the products is that indicated in the latest ECS offer valid on the date of the order, to be understood not including VAT, nor costs or expensive relating to loading, unloading, transport and to the insurance which will be charged to the buyer at the time of the payment. Any applicable taxes are those in effect on the date of invoicing.

4.2. In the event that a law or regulation entailing an increase or reduction in the costs of executing the Contract come into force at a time following the listing or offer of ECS, the contractually established price will be adjusted accordingly.

4.3. If increases greater than 20% occur in the costs of the components used by ECS such as to modify the original balance of the contract, the price may be adjusted proportionately, unless otherwise agreed between the parties.

Art. 5 – Payment conditions – retention of title

5.1. Any delay or irregularity in payment will give ECS the right to modify the payment conditions and/or suspend further supplies, as well as to terminate contracts and/or cancel orders in progress, even if not relating to the payments in question, as well as the right to compensation for any damages.

5.2. Under no circumstances can the buyer reduce or offset the price with any credits, however arising, against ECS, unless previously authorized in writing by the latter. The buyer is required to pay in full for the products even in the event of a dispute or controversy.

5.3. In the event that payment must be made, in whole or in part, after delivery, the delivered products remain the property of ECS until full payment of the agreed price, pursuant to art. 1523 c.c.

Art. 6 - Warranty

6.1. Unless otherwise agreed in writing, ECS guarantees the products for 18 (eighteen) months from the production date printed on the adhesive label showing the product identification data (with the exclusion of those parts of the products which are not produced by ECS or parts supplied on account work by the buyer) for design defects, manufacturing defects, non-compliance with the technical specifications released by ECS or agreed with the Buyer.

6.2. The Warranty does not cover all the defects attributable to: (i) normal wear and tear; (ii) accidents, negligent or improper use, neglect, use outside the scope of supply; (iii) repairs or modifications to the products carried out by the purchaser or third parties without the written authorization of ECS; (iv) design and technical specifications provided by the buyer, instructions given by the buyer, software and firmware programs developed by the buyer and used on the product and more generally any defect attributable to fault or in any case to activities on the product carried out by the buyer without the written consent of ECS; (v) damage caused during transportation; (vi) failure to comply with ECS instructions relating to the assembly and/or operation on the products.

6.3. Complaints for any defects in the products must be sent by the buyer to ECS, under penalty of forfeiture, within eight days (8) of delivery for obvious defects of conformity and within eight days of their discovery for defects that are hidden or not detectable by a person of medium diligence.

6.4. Complaints must be made, under penalty of nullity, in writing and must indicate in detail the disputed defects or non-conformities as well as the references to the relevant invoice or Transport document or ECS order confirmation.

6.5. According to the provisions of article 6.6, the products subject to the complaint must be sent to ECS, subject to the written authorization of the latter, or to any other place that the latter will indicate from time to time, at costs and expenses borne by the buyer, in order to allow ECS to carry out the necessary checks.

6.6. If a complaint is found to be totally or partially unfounded, the buyer will be required to reimburse ECS for the expenses incurred for the investigation (travel, appraisals, etc.).

6.7. The Buyer will not be able to assert warranty rights towards ECS if the price of the products has not been paid under the agree conditions and terms, even if the failure to pay the price under the agreed conditions and terms refers to different products by those claimed.

6.8. Provided that the buyer's complaint is covered by warranty and notified within the terms set out above, ECS will undertake, at its discretion, to replace or repair the product or parts of it that presents faults or defects.

6.9. Except in the case of wilful misconduct or gross negligence, ECS will not be liable for any damage deriving from and/or connected to product defects. In any case, ECS will not be held responsible for indirect or consequential damages of any nature, such as, by way of example, losses resulting from the Buyer's inactivity or lost profits.

6.10. ECS is not responsible for the costs of dismantling, transport, reassembly, reinstallation, or testing of defective products covered by this warranty.

Art. 7 – Intellectual and industrial property rights

7.1. No title to the Industrial and Intellectual Property rights of ECS is transferred to the buyer under these Conditions. All intellectual and Industrial Property right are retained by ECS and/or its suppliers.

Art. 8 - Responsibility

8.1. The products are manufactured in compliance with the regulations in force in Italy and the European Union; any specific requirement must be previously agreed in writing between the parties and the buyer assumes the entire risk of any discrepancy between the Italian regulations and those of the country of destination of the products, holding ECS harmless.

8.2. Without prejudice to the hypothesis of wilful misconduct or gross negligence, the overall liability of ECS for all claims for any kind of loss or damage deriving from the execution or non-execution of these GSC cannot, in any case exceed the value of the order.

Art. 9 – Force majeure

9.1. Without prejudice to the payment obligations provided for in articles 4 and 5, ECS is not responsible for failure to fulfil or delay in fulfilling the obligations indicated in these conditions, if said failure or delay is due to unforeseeable events or force majeure.

9.2. In the case provided for in Article 9.1, the deadline for compliance is deferred accordingly, ECS will not be held to any obligation to compensate the buyer for any direct or indirect damages connected to or deriving from the delayed or failed execution of the contract.

Art. 10 - Confidentiality

10.1. The parties are prohibited, both during and after the termination of the commercial relationship regulated by these GSC, from disclosing or communicating to third parties, without the written consent of the party that transmitted them, the other's confidential information and from using said confidential information for purposes unrelated to the contractual relationship.

Art. 11 - Resolution

11.1. ECS has the right to immediately terminate any contract, upon written notice to be sent to the other party, in following cases:

a) The Buyer commits a continuous and substantial breach of any provision of these GSC and. In the event that such breach is remediable, does not remedy it within 21 (twenty-one) days from ECS's request to remedy it; and/or

b) The Buyer becomes insolvent, or bankruptcy proceedings have been initiated against it, or its liquidation has been decided or it is subject to controlled administration or similar procedures in relation to its assets or its corporate composition is changed; and/or

c) The Buyer ceases or transfers its business to third parties.

11.2. In the cases provided for in the previous article, ECS has the right to request the return of those products for which the Buyer has not yet made payment and which are located at the Buyer's premises or in any case in his possession as well as the return of any machinery or mold that owned by ECS.

Art. 12 – Various provisions

12.1. The invalidity, illegitimacy, nullity, voidability or ineffectiveness of any provision of these GSC or part of it does not affect the validity, legitimacy or effectiveness of the remaining provisions.

12.2. Any tolerance by a party of any failure, even repeated, by the other party to the obligations deriving from these GSC, are not acts of acquiescence and do not entail any waiver of its rights towards the other party, nor do they invalidate the validity of any of the clauses contained in this contract.

12.3. Any modification or addition made by the parties to the contracts to which these GSC apply must be made in writing, under penalty of nullity.

Art.13 – Applicable law – Competent court

13.1. These GSC and any related sales and supply contracts between the parties are governed by Italian law. All disputes arising from or connected to these Conditions fall under the exclusive jurisdiction of the Court of Belluno (Italy).

(Date and place)

The buyer

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian civil code, the following articles are specifically approved: art.1 (contractual regulations); 2.2. (Buyer proposal); 2.3. (Buyer Responsibility); 2.5. (Price increase for quantities lower than a certain minimum value); 2.6. (Order cancellation); 2.7. (Product completion); 3 (Delivery); 4.3. (Price increase); 5.1. (Delay in payment); 5.2. (Credit compensation); 5.3. (Retention of ownership); 6 (Warranty); 7 (intellectual and industrial property rights); 8 (responsibility); 9 (force majeure); 10.1. (Confidentiality); 11.1. (Resolution); 12 (various provisions); 13 (Applicable law, competent court).

The Buyer