

## GENERAL TERMS AND CONDITIONS OF SALE

1. These "General Terms and Conditions of Sale" apply to any supply relations between the parties. Tecnica Gasket commits itself to supply such goods only after receiving a written purchase order. Moreover, any quotation of Tecnica Gasket which is accepted by the Buyer is subject to the present General Terms and Conditions of Sale. No change is effective unless made in writing and agreed by each of the parties.

2. By placing the order the Buyer confirms to be aware of the technical and functional features of the ordered products and to consider them suitable for their intended use.

3. The goods supplied will be invoiced at the price indicated in the order confirmation and previously agreed by a corresponding offer. Shall any order be placed out of the terms of validity of the offer, Tecnica Gasket reserves the right to increase the price and commits itself to inform the Buyer by submitting a new offer.

4. Payments will have to be made in compliance with the terms specified in the invoice. In case of overdue invoices, their overdue interests will be charged according to the current rate without notice. Tecnica Gasket shall be entitled to suspend all further deliveries on any contract without any penalty, until the payment of all overdue invoices is made in full. If Tecnica Gasket learns about financial problems of the Buyer, it is allowed to ask for payment of all invoices - that are about to expire or not -, of all outstanding orders and to ask for advance payment before supplying any further deliveries.

5. Delivery of the goods occurs according to the Incoterms agreed in the offer. Unless otherwise provided for, delivery is intended to be Ex Works and therefore starting from the delivery to the carrier, the Buyer is responsible for any risk of loss or damage occurred and/or caused by the goods.

6. The quantity invoiced has to be considered right, except for evident mistakes. Any differences in the quantity of the goods supplied does not give any right neither to terminate the agreement nor to suspend payments. Tecnica Gaskets shall only supply the balance. Unless differently agreed, the Buyer commits itself to accept a tolerance on quantity of  $\pm 10\%$  on each supply. In case of any claims concerning the delivered quantity or the integrity of the packaging or the product, the Buyer shall inform Tecnica Gasket immediately on receiving the goods by writing "accepted with conditions" on the shipping documents. In any case, the return of the goods shall be accepted by Tecnica Gasket.

7. Tecnica Gasket guarantees that the goods are according to the specifications given. The Buyer takes any risk and responsibility for the results obtained using the goods both on its own or in its combination with other products. The Buyer shall notify any defect of the goods delivered in written. The return of the goods shall be authorized in written by Tecnica Gasket. Shall the goods be subject to any process by anyone after its sale, any warranty of Tecnica Gasket shall be null and void, because the warranty applies only to goods in its original state.

7.1. Any claim of reimbursement concerning both the goods supplied and the missed delivery shall not exceed the value of the product such liability is related to. In no event shall Tecnica Gasket be liable for any indirect or emerging damage or loss of profit. If no claim of clearly defective goods or of missed delivery is notified within 60 days after the delivery date or, in case of no delivery, after the delivery date confirmed, the Buyer cannot enforce its rights on such goods anymore. Hidden defects have to be notified to Tecnica Gasket immediately on their discovery. When any claim is accepted by Tecnica Gasket, the Seller may at its discretion: repair or replace the defective goods or apply an appropriate discount to the Buyer. The claimed products cannot be given back to Tecnica Gasket or scrapped or reworked or transferred without written approval of Tecnica Gasket.

8. Tecnica Gasket shall not be liable for any delay or failure to perform due to circumstances beyond its reasonable control, such as fires, explosions, accidents, floods, union disputes or lack of labour, war or activism, government actions, impossibility to get raw materials, instruments, fuel, energy or transports. Tecnica Gasket shall notify immediately the Buyer about those circumstances and it shall find a solution that causes both parties the minimum economical damage possible.

9. It is expressly known that any piece of information or any technical suggestion concerning the use of Buyer's products provided by Tecnica Gasket is free of charge. Therefore, Tecnica Gasket does not assume any obligation and does not take any responsibility for any given piece of information or obtained result since such information has been given and accepted at Buyer's full risk.

10. The present General Terms and Conditions of Sale shall be construed and interpreted in accordance with the Italian law. Any disputes arising out of or in connection with such General Terms and Conditions shall be settled by the ordinary law courts of Brescia (Italy).

Paratico,.....

Tecnica Gasket Spa

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