

1. ORDERS

1.1. The fulfillment of an order implies the Customer's acceptance of these general sales terms.

1.2. Our sales office will send you an order confirmation. This confirmation will include all the information necessary for the sale, including the delivery date. The delivery date is intended as the dispatch date from our warehouse or the date of arrival at destination according to the shipping term agreed with customer. The order confirmation will be considered accepted only if returned signed and stamped, or at least confirmed by e-mail, TecnoPlastic won't proceed further if not authorized by the customer. Any amend to order confirmation shall be advised immediately, any request sent just before the dispatch date will be accepted at TecnoPlastic complete discretion... It is in the Customer's interest to check that all the details are exact. The Order confirmation that TecnoPlastic S.r.l. will send to the Customer is to be considered as being merely a manner of formalizing the Contract, following the Customer's order transmission.

1.3. Any changes to the material that may be necessary will be performed by TecnoPlastic Srl in agreement with the Buyer except those which do not affect its essential technical features, even if made after ordering.

1.4. In any case, if after order confirmation the seller should become aware of protests, confiscations, seizures and events of default in general regarding the purchaser, or if it becomes known that the purchaser is in financial difficulty, TecnoPlastic Srl may, at its discretion, suspend the Contract and collect particular guarantees, or it may resolve the Contract for default on the purchaser's part by means of notice to be sent via registered letter with return receipt or telegram.

2. PRICES AND PAYMENTS

2.1. The order prices which are to be considered as being net of taxes and transportation costs are those indicated in our order confirmation.

2.2. In case as a result of exchange rate fluctuations, due to circumstances which are beyond the control of TecnoPlastic Srl (but not limited to: an increase in the price of raw materials and labour costs or changes in exchange rates), the order should become overly onerous for TecnoPlastic Srl, the latter will reserve to renegotiate the Contract or terminate it.

2.3. The payments must be made within the agreed term and will not be recognized as being valid unless made directly at our offices.

2.4. The late or non-payment of a single batch order will authorize TecnoPlastic Srl to suspend the execution of the Contract with the authority to resolve it, and with the consequent obligation of the Customer to return the material received immediately with charges against him, and to compensate the seller any consequential damages resulting from its failure.

2.5. In any case TecnoPlastic will retain ownership of the Products until the complete payment of the price of the same. Even in the case of hire purchase, as long as the purchaser has provided full payment of the price, the goods object of the supply will remain the property of the seller and can be claimed by the same wherever they are, even if combined with or incorporated in assets owned by the purchaser or third parties. During that period the Buyer will assume the obligations and responsibilities of the guardian of the goods provided and he will not sell, give or pledge in use, move, or leave seize or confiscate such products without declaring the ownership of the seller and not immediately inform the same by registered letter with signed return receipt.

2.6. Any complaints and exceptions in relation to the goods supplied, or in relation to the warranty, shall under no circumstances give the Customer the right to suspend payments or modify the agreed terms. Buyers defaulting on payments will have no right to enforce any complaints or exceptions in relation to the goods supplied, meaning that any relative legal claims will be void.

3. CONSIGNMENTS AND DELIVERIES

3.1. Unless otherwise specifically agreed on the order confirmation, goods will usually be delivered ex works.

3.2. The delivery terms are to be considered as for reference only. Delivery delays as the result of force majeure, or due to circumstances over which we have no control, as for example, strikes (even if in our own company), supplier delivery delays, the suspension or interruption of production or transport problems, will not give the Customer the right to cancel the order to make any damage compensation claims.

3.3. Our company may make partial deliveries of the goods ordered, which may be staggered over time, but for which the total delivery time corresponds to that requested.

3.4. Any shipment made by the purchaser for goods in dispute, to be replaced for previously authorised exchange, must be made carriage paid to the seller's establishment; should this fail to be the case, the seller will have the right to refuse receipt and be relieved from all and any liability.

4. COMPLAINTS

4.1. Complaints lodged for defects or deviations of the supply must be made in writing to the seller within 8 (eight) days of receipt of material. Failure to comply with these terms will mean that they will be without any effect; no returns will be accepted unless authorized and carriage paid.

4.2. All communications will be sent in the client's home, or alternatively in different registered office, at the discretion of the seller.

5. GUARANTEES

5.1. Unless otherwise agreed in writing by the parties, TecnoPlastic Srl guarantees that the Products are free from flaws/defects (with the exception of those parts of the Products which are not manufactured by TecnoPlastic Srl) and that they are covered under warranty for material or production defects for a period of 12 months running from the delivery date of the same to the Customer.

5.2. The warranty will not be valid in reference to those products with defects due to: (i) damage caused during transport; (ii) negligent or improper use of the same (including incorrect choice of product, exceeding the prescribed limit operation values, use of the material with fluids having characteristics different than those prescribed or in the presence of solid bodies in suspension in quantities greater than those which may be allowed, use of inadequate or poorly adjusted protection or electrical power lines); (iii) failure to observe the technical prescriptions and service instructions relative to operation, maintenance, installation and conservation of the products provided by TecnoPlastic Srl with the products themselves (this is also with reference to parts damaged due to incorrect connection, electrical or hydraulic connection not in conformity with the current standard requirements, regulations and laws, normal wear and tear, galvanic currents and chemical corrosion); (iv) tampering, repair or modifications made by the Customer or third parties without the prior written authorisation of TecnoPlastic Srl; (v) damage caused by alterations stemming from environmental or climatic conditions, or of another nature which can in any case not be attributed to factory defects.

5.3. The warranty is subject to the requesting Customer having in any case duly fulfilled all obligations in a timely manner.

5.4. The material supplied must be sent to TecnoPlastic S.r.l. together with a copy of the fiscal documents issued by TecnoPlastic S.r.l. at the time of delivery, that prove the purchase of the product, and which clearly and specifically states the product for which guarantee application is required. Should it not be possible to clearly identify the product for which guarantee application is required, the guarantee period will be taken to be a period of 30 months from the date of production as indicated on the product's identification plate.

5.5. Assuming that the Customer's claim is covered under warranty and reported within the terms set forth in this article, TecnoPlastic undertakes, at its sole discretion, to replace or repair each product or the parts thereof which manifest flaws or defects, free of charge and in as little time as possible.

5.6. The repair operations undertaken under guarantee may be undertaken by the TecnoPlastic S.r.l. factory or in any other workshop indicated by TecnoPlastic S.r.l. at the time of defect notification, that will undertake either repair or replacement operations, before then re-despatching the material to the Customer.

5.7. For repair the goods must be sent carriage paid and will be returned carriage forward.

5.8. Should the Customer require that the material under guarantee be repaired at the installation site, the respective means will be agreed with TecnoPlastic S.r.l. each time according to the time of product involved and the intervention site.

5.9. The costs involved in organizing the technical equipment in order to ensure safe operations will be at the Customer's expense, as may be required in order to ensure the success of the repairs at the installation site of the product, together with assisting labour which must be promptly placed at the disposal of TecnoPlastic S.r.l. personnel.

5.10. In any event no damage claim, of either a direct or indirect nature, may be made of TecnoPlastic S.r.l. relative to defects that are covered by the warranty.

5.11. The Customer must report to TecnoPlastic in writing and in such a way as to attest to receipt of the claim, the presence of flaws or defects within 8 days of delivery of the Products in case of clear flaws or defects or within 8 days of discovering flaws or defects which are hidden or undetectable to the average eye.

5.12. The products reported must be immediately sent to the TecnoPlastic plant or, in any location that TecnoPlastic indicates on each occasion, at the cost and expense of the Customer unless specifically agreed otherwise by the parties (which must in any case be formalised in writing) in order to allow TecnoPlastic to carry out the necessary controls. The warranty does not cover damage and/or defects to the products stemming from anomalies caused by or connected to parts assembled/added by the Customer or the end user.

5.13. In any case the Customer has no right to claim under the warranty if the price of the products was not paid within the agreed terms and conditions, even if failure to pay the price at the agreed terms and conditions refers to products different from those for which the Customer intends to have serviced under warranty.

5.14. Without prejudice to cases of fraud or gross negligence, TecnoPlastic S.r.l. will not be held liable for any damage stemming from and connected to flaws in the product. In any case, TecnoPlastic will not be held liable for indirect or consequential damages of any nature such as, but not limited to, losses stemming from Customer down time or lost earnings.

5.15. In the event that an identical defect in a product occurs repeatedly and is attributable to the same cause during the 24 month period following delivery of the product to the end customer and, in any case, not longer than 24 months from delivery to the Customer, TecnoPlastic S.r.l. will reimburse, within the limits pursuant to the following Art. 5.16, all direct damages suffered by the Customer and appropriately documented in relation to a market recall campaign of the defective products, and any other additional cost relative to the distribution and replacement of the products at the condition that the Customer is reasonably committed to limiting the losses which TecnoPlastic may have suffered. The Customer will follow the instructions from TecnoPlastic for withdrawal of the products from the market.

5.16. In any case, the Customer's right to compensation for damages will be limited to a maximum amount equal to the value of the defective or flawed products.

6. EXCLUSION OF LIABILITY

6.1. TecnoPlastic S.r.l. will not assume any specific or implied liability concerning either the sales potential of the product sold or its suitability for specific purposes.

6.2. TecnoPlastic S.r.l. products are not authorised for use as critical components in equipment intended to save human lives or for purposes where its failure or poor function may give rise to personal injury or risk of death.

6.3. TecnoPlastic S.r.l. cannot in any way be held liable for the death of any person, or for any loss, injury or damage to either persons or property as the result of the use of the products in applications which may include, by way of example only and in no way exhaustive, either military appliances or relative to military uses, traffic control appliances, accident prevention applications and medical appliances or relative to medical uses.

6.4. The entire responsibility of TecnoPlastic S.r.l. in accordance with the terms of the present or other guarantees, either specific or implicit, is limited to the repair, replacement or reimbursement of the product.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. Intellectual property rights are the full and exclusive property of TecnoPlastic and their communication or use under the scope of these Sales Terms and Conditions does not create any right or claim in relation to them on the part of the Customer. The Customer undertakes not to perform any act incompatible with the ownership of Intellectual Property Rights.

7.2. The Customer declares that: (i) TecnoPlastic is the exclusive owner of the Brands; (ii) it will abstain from use of registered trademarks similar or liable to be confused with the Brands; (iii) it will utilise the Brands exclusively in observance of the instructions from TecnoPlastic and exclusively for the purposes indicated in these Terms and Conditions of Sale.

8. EXPRESS TERMINATION CLAUSE

8.1. TecnoPlastic S.r.l. will have the right to resolve the individual sale at any time by means of written notice to be sent to the Customer in case of failure to fulfil the obligations set forth in articles: 1 (Orders); 2 (Prices and Payments); and 7 (Intellectual Property Rights).

9. DISPUTE RESOLUTION AND JURISDICTION

9.1. The Customer and TecnoPlastic S.r.l. undertake to negotiate in good faith any and all dispute relative to performance, resolution and interpretation of this Contract.

9.2. Each party may initiate negotiation by sending the counter party written notice indicating the subject of the dispute and the compensation requested. The counter party must respond in writing indicating its position regarding to the dispute and the proposal for its resolution. Should the dispute not be resolved through this exchange of letters, the representatives of the parties with power to reach an agreement regarding the dispute will meet at the administrative office of TecnoPlastic S.r.l. on a mutually decided date in order to negotiate an amicable solution to the dispute.

9.3. Should the dispute not be resolved within the term of [90] days from the beginning of the negotiation procedure, the dispute will be resolved in conformity with the reconciliation regulation of *Padua Chamber of Commerce*.

9.4. In the event of negative results of the attempt to reconcile, the dispute will be definitively resolved exclusively by the Court of Padua.

10. APPLICABLE LAW

10.1. This Contract is regulated by Italian law, by EU legislation and by the provisions of private international law compatible with the Italian and European Community order.

Sole Director
Guerrino Gastaldi

**Stamp complete with VAT number
and signature of the legal representative**

"I, the undersigned, hereby declare that I have read all of the foregoing and specifically I have read and accept without reservation the general conditions of the Contract established therein and, specifically: Art. 1.2. (tacit acceptance of order confirmation); Art. 1.4. (faculty to suspend the Contract in the event of probable Buyer insolvency); Art. 2.4. (faculty to terminate the Contract due to late payment by the Buyer); Art. 2.5. (reservation of ownership of supplies); Art. 4.1. (terms for complaint); Art. 5.1. (duration of warranty); Art. 5.10. (compensatable damages); Art. 5.11. (terms for the declaration of flaws and/or defects); Art. 5.13. (conditions for enforcing the warranty); Art. 5.14. (limitation of liability deriving from product flaws or defects); Art. 6.4. (exclusions of liability); Art. 8.1. (express termination clause); Art. 9.4. (Court of jurisdiction); Art. 10.1. (applicable law)".

**Stamp complete with VAT number
and signature of the legal representative**

Place: _____ Date (day/month/year): _____/_____/_____

Please return completed and signed to info@tecnoplasic.it or fax to: +39 0498791140