

General conditions of sale

SCOPE

The Conditions of Sale stated herein are applicable to all supply agreements between the parties. Even in the case of waivers agreed in writing, the Conditions herein will be applied to the parts not explicitly mentioned in the waiver agreement. In case of General Conditions of Sale drafted by the Purchaser, conditions shall not be applied without Minuterie Eredi Baitelli's prior acceptance in writing and in any case shall not nullify the conditions stated herein with which they shall be coordinated.

FORMATION OF CONTRACT

The Purchaser's acceptance of the offer or the order confirmation issued by Minuterie Eredi Baitelli S.r.l., independently of how they are carried out, brings as a consequence the application of these General Conditions of Sale. The offers made by Minuterie Eredi Baitelli's agents, sales representatives and assistants are not binding unless confirmed in writing by Minuterie Eredi Baitelli S.r.l.

The validity of sale offers is linked to the daily prices of raw material at the moment of the offer and is limited to the complete supply of the ordered quantity.

Any requests of termination of contract must be submitted within 7 working days of the signature (Saturday is not considered a working day) by registered letter with return receipt requested, to the following address:

MINUTERIE EREDI BAITELLI S.r.l. - Via Salvella, 18/20 - 25038 Rovato (BS) Italy

PRICES - PAYMENTS

The prices of the goods refer to the offer accepted by the Purchaser or to the order confirmation issued by Minuterie Eredi Baitelli S.r.l.; the prices are net, exclusive of VAT.

The prices are always inclusive of shipping charges unless otherwise agreed in writing by the parties.

All payments must be made according to the directions stated in the offer or in the order confirmation. Payments and all other amounts due on whatever basis must be made to Minuterie Eredi Baitelli S.r.l.

Payments made to Minuterie Eredi Baitelli S.r.l.'s agents, sales representatives or sales assistants shall be considered as not made and therefore they shall not free the Purchaser from its obligation until the amounts due in Euros are not paid to Minuterie Eredi Baitelli S.r.l.

Unless otherwise agreed, all payments shall be made in Euros.

If the prices are not quoted in Euros they could vary due to currency exchange rate fluctuations.

Failure to make payment by the due date or irregularity in payment entitles Minuterie Eredi Baitelli S.r.l. to:

- a) suspend ongoing supplies even if they are not related to the payment in question;
- b) change the payment methods and the discount for the subsequent supplies even requiring customer to make payment in advance of delivery or to provide further guarantees;
- c) claim interest on the overdue payments at the lending rate set by the valid law on trade transactions (in particular D.lgs. 231/2002 and subsequent amendments and additions) without the formal necessity of a default notice. Interest shall be calculated from the due date of payment. Minuterie Eredi Baitelli S.r.l. reserves the right to claim for compensation arising out of late payment. Furthermore in the above cases any amount of money due to Minuterie Eredi Baitelli S.r.l. on whatever basis shall become immediately payable. The Purchaser is requested to pay completely the products even in case of exceptions, complaints or disputes which will be settled only after the payment of the sum due.

RETENTION OF TITLE

Legal title does not pass to the Purchaser until Minuterie Eredi Baitelli S.r.l. has received in full the payments due to it in respect of the goods supplied.

DELIVERY

Unless otherwise agreed the purchased products are shipped to the client's address.

Should the Purchaser not be up to date with payments in respect of other supplies, terms of delivery shall be suspended and Minuterie Eredi Baitelli S.r.l. shall be entitled to withhold or suspend all deliveries until all overdue payments are received in full.

On the delivered products the Purchaser allows Minuterie Eredi Baitelli S.r.l. a quantity tolerance.

If for reasons not attributable to Minuterie Eredi Baitelli S.r.l., the Purchaser shall not take delivery of the products Minuterie Eredi Baitelli S.r.l., upon notice to the Purchaser, could stock the goods charging the costs to the Purchaser.

JUSTIFIABLE DELAYS

Minuterie Eredi Baitelli S.r.l. shall not be held responsible for not meeting its punctual contractual obligations if such non-fulfillment is directly or indirectly caused by:

- a) reasons not attributable to it and/or force majeure;
- b) Purchaser's actions or omissions including the non-communication of the required information and of the approval needed by Minuterie Eredi Baitelli S.r.l. in order to manufacture and consequently deliver the products;
- c) failure to make payment on due date by the Purchaser;
- d) impossibility to obtain the materials, the components or the services needed for the fulfillment of the order and for the delivery of products.

Should one of the aforementioned problems occur, Minuterie Eredi Baitelli S.r.l. shall promptly inform the Purchaser of the delay and of the new delivery date. Should Minuterie Eredi Baitelli S.r.l.'s delay be caused by the Purchaser's actions or omissions or by other contractors or by the Purchaser's suppliers Minuterie Eredi Baitelli S.r.l. shall have the right to a fair price review.

TECHNICAL REGULATIONS AND LIABILITY

All supplied products comply with the laws and with the technical regulations in force in Italy; therefore the Purchaser is held liable for the assessment of any differences between Italian regulations and the regulations in force in the country where the goods are destined and Minuterie Eredi Baitelli S.r.l. is relieved of all liability.

Minuterie Eredi Baitelli S.r.l. guarantees the performance of the products it manufactures only and exclusively for the usage, applications, tolerances explicitly specified by Minuterie Eredi Baitelli S.r.l.

COMPENSATIONS FOR DAMAGES

Minuterie Eredi Baitelli S.r.l.'s liability both for the performance and for the non-performance of the contract, for the guarantee, for tort or for objective liability shall never exceed the value of the product which the liability is related to. In no case shall Minuterie Eredi Baitelli S.r.l. be held liable for lost revenue or for the non-use or for the loss of use of the product or of any machines related to it, for the Purchaser's or for a third party's claims in respect of the aforementioned damages or for any other damages even if indirect or consequential.

CONFIDENTIALITY

The Purchaser agrees to keep all information / data / drawings/ know how / documentation received and/or learnt from Minuterie Eredi Baitelli S.r.l. confidential, and to use all this information / documentation only for the performance of the contract. The confidential information / documentation shall not be exhibited or duplicated without prior written consent from Minuterie Eredi Baitelli S.r.l. All copies of the documents shall be immediately returned on Minuterie Eredi Baitelli S.r.l.'s request.

GOVERNING LAW AND JURISDICTION

These General Conditions of Sale and all the Supply Contracts shall be governed by Italian Law.

Any disputes arising out of the contracts to which the General Conditions above apply shall be settled by the Court of Brescia (Italy).