

MULTICONN DAS

General terms and conditions of Supply

1.OBJECT - EFFECTIVENESS

1.1 The General Terms and Conditions of supply (henceforth "GTCS") will be applicable to all purchase orders (henceforth PO) regarding products (henceforth Products) sent by any company (henceforth "CLIENT") to Multiconn S.r.l. as above identified (henceforth "SUPPLIER").

The parties agree to use these GTCS to regulate all the present and future PO and supplies so that the present GTCS will be applicable to all POs and similar documents even if the SUPPLIER has not specifically referred to.

The parties agree that these GTCS will prevail on any other GTCS (or similar document), even if sent to the SUPPLIER before or after the hereinafter-mentioned date.

Each single supply could be regulated by different terms and conditions solely in case of explicit acceptance of the SUPPLIER, in writings, together with the PO confirmation.

These GTCS will be sent to the CLIENT together with quotations, PO confirmations, proposals and will be considered known and agreed to, by sole reception or the documents even if not underwritten by the CLIENT or by sole acceptance of proposals or by accepting the Products delivery, as defined hereinafter at art. 4.

1.2 The parties could renounce to the wrights and remedies provided by the GTCS in writings only. In no case the renounce to a wright or remedy, or the delayed exercise of a wright or remedy could be considered as a renounce to exercise further wrights or remedies.

1.3 Any term or provision of these GTCS which is invalid or unenforceable in any jurisdiction will be ineffective to the extent of such invalidity or unenforceability to the remaining terms and provisions of the GTCS or affecting the validity or enforceability of any of the terms or provisions of these GTCS in any other jurisdiction.

2.PURCHASE ORDER

2.1 Each order of Products or quotation should be send in writings.

Any the POs sent by the CLIENT or any quotation sent by the SUPPLIER end accepted by the CLIENT within 90 days since the date of delivery, (weather sent by Fax, mail, email) (henceforth "Orders") will be considered as an irrevocable purchase offer of the CLIENT to buy the Products regulated by these GTCS.

2.2 In no case, neither in case the CLIENT has confirmed a quotation sent by the SUPPLIER, the SUPPLIER will be forced to sell its products to the CLIENT before having send a PO confirmation in writings (henceforth "PO Confirmation").

2.3 Except the case of different understandings, the SUPPLIER will be free, under art. 2.4 and 2.5, to modify or cancel any PO, if the CLIENT's written request to do so is received:

2.3.1 in case of standard Products, within 48 hours counted from Client order date or within 48 hours from the PO Confirmation;

2.3.2 in case of customized Products or in case the PO fulfilment needs special components or special materials, o, within 48 hours counted from Client order date or within 48 hours from the PO Confirmation .

2.4 Any PO cancellation or modification will be confirmed by sending a new PO Confirmation indicating the total amount of cost/expenses which the CLIENT must pay for Order modification/cancellation. The new PO Confirmation will be binding after 2 working days by the date of the new PO Confirmation.

2.5 Except the provision of art. 2.4 or except different understandings, in case of PO cancellation/modification required by the CLIENT, the SUPPLIER will be entitled to bill to the CLIENT the whole cost of the original PO.

3.PRODUCTION – QUANTITY

3.1 The quantity of Products for each PO or consignment will be indicated in the quotation or in the PO Confirmation both for standard and custom made products.

4. CONSIGNMENT

4.1 Except different understandings, the Products will be consigned (henceforth Consignment) to the shipper within the date of delivery indicated in the Po Confirmation with a tolerance of 15 working days. In any case Products are shipped at CLIENT's risk, reserved any right to act against the shipper.

5. PRICE - PAYMENT

5.1 The SUPPLIER will bill all the Products basing on the prices listed in the PO Confirmation. Prices do not include packaging costs, shipping costs, VAT and other tax or charges which will separately indicated in the bill.

5.2 The invoices will be paid in Euros, according to the deadlines set out in the Order Confirmation, or quote, or offering the SUPPLIER, by bank transfer, without the possibility of reduction in case of advance payment.

Payment expenses will be entirely paid by the CLIENT. Partial payments, except different understandings, will be considered as follows: (i) unpaid invoices (starting from the oldest); (ii) Interests payment; (iii) SUPPLIER's credit management expenses.

5.3 In case of failure to pay, overdue interest and legal expenses will be charged according to D.lgs 321/2002 art. 4-5, over legal fees.

Except what stated above, in case of failure to pay or late payment, regarding one or more invoices, the SUPPLIER, reserved any right to obtain damage compensation, will be entitled to communicate in writing a new date of payment . In case the payment is not executed within the new date, the SUPPLIER will be entitled to cancel or delay the execution of PO, or to ask guarantees, or advance payment for future POs.

5.4 The CLIENT will pay net price, no compensation (except for credits regarding the same PO and stated by judicial final sentences), or deduction allowed, (except the ones provided for by law), without possibility to obtain reduced payments.

6. DELIVERY CHECK – COMPLAINTS

6.1 All the Products will be examined by the CLIENT once received, in order to check correspondence and conformity of the Products with the PO.

6.2 The CLIENT, within 5 working days since the date of delivery of the Products, will have to inform the SUPPLIER in writings in case of non-conformity or defective products found out after a brief check, reserved any right to act against the shipper. In other way, the delivery will be considered as accepted by the CLIENT and the SUPPLIER will not be responsible any more in case of non-conformity or defective products.

6.3 In case the CLIENT find non-conformity or defective products which he was not able to discover after the brief check, according to art. 6.1, ('hidden defects'), will have to inform the SUPPLIER in writings within 3 working days since the date of discovery. In other way, the SUPPLIER will not be responsible any more in case of hidden defects.

In no case the SUPPLIER will be responsible for hidden defects discovered after 12 months from the date of Consignment.

7.WARRANTY - ASSISTANCE

7.1 The SUPPLIER warranties that the Products will be, for a period of 12 months from the date of Consignment:

7.1.1 free form defect;

7.1.2 of satisfying quality.

7.2 The SUPPLIER excludes any warranty of compliance or adaptability of the Products with CLIENT's needs or with other products even when the Products are used to be incorporated or assembled with other products.

7.3 It is CLIENT's responsibility only:

7.3.1 to check that the Products are suitable for use intended by the CLIENT;

7.3.2 to check that the products realized using the purchased Products will be compliant with applicable laws and regulation.

7.4 The SUPPLIER exclude any warranty in case:

7.4.1 the CLIENT or third parties has modified the Product;

7.4.2 of incorrect use, incorrect storage of the Product, lack of respect for user guide provided by the SUPPLIER.

7.4.3 of negligence, or incorrect care;

7.4.4 deterioration or wear of the Product.

7.5 The CLIENT will inform its contractors and suppliers, about these GTCS, about storage instruction, deterioration and wear conditions and will provide them with the Supplier's user guide.

7.6 In the widest extent permitted by law, shall not include any additional warranty with respect to the provisions of these GTCS.

7.7 In case the CLIENT find non-conformity or supposed defective Products will have to inform the SUPPLIER in writings (art. 6.2) and only on SUPPLIER's request will have to send the supposed defective Product to the SUPPLIER together with a detailed description of the defect in order to allow the SUPPLIER to verify if the product is defective or nor. In no case the Client is entitled to send to the defective product to the SUPPLIER without the SUPPLIER itself has confirmed that the Product is defective basing on the CLIENT's description (Defective Product). In other way, supposed defective products will be sent back to the CLIENT, at client's delivery costs.

The CLIENT, except different written understandings, will not try to repair or will not have the Products he considers defective repaired by third parties.

7.8 The SUPPLIER will repair or replace the Defective Product within ordinary production and delivery terms. If the SUPPLIER didn't wanted to or wasn't able to repair or replace the Defective Product, or in case of failure of two attempts of repair or replacement, the CLIENT could break the contract or cancel its PO. CLIENT's damage compensation under art. 9. The CLIENT will keep the Defective Products which has been replaced in good conditions (including original packaging), delivering them to the SUPPLIER on its request. The Shipping costs for the replaced or repaired Products will be paid by the SUPPLIER.

7.9 The SUPPLIER could charge the costs of technical assistance in case failure to function of one Product depends on incorrect use, incorrect installation or wiring, ignorance of information and instruction already communicated or written in the user guide or depending on the CLIENT or third party action; no defect found .

7.10 Any warranty offered to the CLIENT and any responsibility of the SUPPLIER for breach of warranty caluse (art. 7.1) are regulated by the provisions of art. 6 and 7.

8. WARRANTIES

8.1 To the extent permitted by law, the liability of the SUPPLIER (arising out of or related to these GTCS and to any order, whether contractual liability or tort law or for any other reason, for any reason, and / or arising from a breach, failure or delay in performance of any obligation borne by the CLIENT under the GTCS or order and / or any defect of the Products) will be limited to the price of the Products that have given rise to such liability.

8.2 Without prejudice to the above Clause 8.1, the SUPPLIER shall not be in any way contrattually liable to the CLIENT for any damage including, but not limited to for example.:

8.2.1 loss of any parts or components and related manufacturing costs of finished products, semi-finished or intermediate of the CLIENT;

8.2.2 costs incurred by the CLIENT to obtain replacement products;

8.2.3 reputation damage ;

8.2.4 third-party claims against the CLIENT or other damages or sums paid by the CLIENT in favour of its customers;

8.2.5 indemnity for defective product, requested by consumers, final buyers. In this case the CLIENT will be the sole responsible regarding compliance with current regulations and the marketing of finished products purchased or finished products that include the Products.

8.3 The CLIENT agrees to indemnify and hold harmless from and against all costs, expenses, indemnities, any direct, indirect or all consequential damages, which include actual damages, lost profits, damages, claims, demands, costs, legal and procedural and the sentences in which the CLIENT may incur as a result of direct or indirect violations of these GTCS.

9. FORCE MAJEURE

9.1 In any case the unforeseeable circumstances or *force majeure*, the SUPPLIER shall be entitled to cancel the Order, interrupt the execution or postpone the date of delivery, as well as the grace period provided for in Article.

4. without the CLIENT may claim any compensation for this reason, cancel its order or to entrust them to a third party run.

In particular, it is intended as *force majeure* or as any other similar events beyond the control of the SUPPLIER that objectively prevent the latter to deliver the goods.

9.2 Following the occurrence of an event that integrates the hypothesis of unforeseeable circumstances or *force majeure*, the SUPPLIER shall promptly inform the CLIENT and will try to find a solution by consulting the CLIENT.

10. TREATMENT OF PERSONAL DATA

10.1 To record and process the orders of the CLIENT and / or respond to requests for information, the SUPPLIER may be required to collect personal data.

10.2 The processing of personal data of interested parties will be governed by European Directive 95/46/EC and the national law applicable.

10.3 The CLIENT may at any time exercise the right to request information and to access, correct, oppose and request deletion of such data, in accordance with the applicable national law. Such requests should be sent by email or by post to the registered office of the SUPPLIER.

11. GOVERNING LAW - JURISDICTION

11.1 GTCS and all agreements concluded under the GTCS will be governed by and construed in accordance with Italian law.

11.2 The parties agree that any dispute arising out of or related to a contract concluded between the parties in accordance with these GTCS (including, without any limitation, all disputes relating to tort) shall be referred to the exclusive jurisdiction of Varese.