

## “GENERAL CONDITIONS”

### 1.0 SCOPE

**1.1** These General Conditions O.ME.CA. di Cavalletto Paolo are the only valid and binding, and shall apply to all contracts for the sale and purchase of products by O.ME.CA. di Cavalletto Paolo. These cover all current and future contracts and agreement accessories except as otherwise provided by any special conditions.

**1.2** By the term "special conditions" are meant all the conditions set out below the order confirmation. In the case when O.ME.CA. di Cavalletto Paolo sends more than one document or counterproposal, it shall always prevail the last document sent by O.ME.CA. di Cavalletto Paolo.

**1.3** The partial invalidity of any provision of the present General Conditions will not lead to the invalidity of the whole provision. The invalidity of a provision does not entail the invalidity of the whole contract.

**1.4** In case of discrepancy between these “General Conditions” and the ones provided by the customer and/or supplier, shall always prevail the one provided by O.ME.CA. di Cavalletto Paolo

### 2.0 CONCLUSION OF THE CONTRACT

**2.1** The process of selling the products of O.ME.CA. di Cavalletto Paolo is normally embodied in the request for a "quote" performed by e-mail, fax or phone by the customer. The request will be follow as soon as possible by an "offer" to the customer processed by O.ME.CA. di Cavalletto Paolo and sent by fax, email or web site to the addresses provided by the customer. The steps described above constitute any contractual obligation neither for the customer, nor for O.ME.CA. di Cavalletto Paolo

**2.2** If the “offer” performed by O.ME.CA. di Cavalletto Paolo meets the favor and interest of the customer, the customer shall necessarily perform an "order" that shall contain all the necessary information to identify the products and quantities and send it to O.ME.CA. di Cavalletto Paolo by e-mail, certified mail or fax. O.ME.CA. di Cavalletto Paolo shall therefore prepare an order confirmation which will contain the quantities and the products required by the customer, as well as any special conditions of contract, discounts, delivery terms and the passage of the risks of the goods, and shall send it to the customer by the above described ways (by e-mail, certified mail or fax).

The confirmation of the order must be returned by fax, dated and signed within 24 hours from the sending: over that period, the confirmed order is considered accepted and binding on the parties. The confirmations of the orders sent via e-mail shall be signed and faxed within 24 hours, except in cases in which the party uses the digital signature.

**2.3** The acceptance of the order confirmation constitutes acceptance also of the General Conditions of the contract. Any change in the confirmation of the order requires the written consent of both parties.

**2.4** The execution of the contract by conclusive behavior implies the acceptance of specific and General Conditions, even if not undersigned by the parties. The consent means provided, in any case, on the basis of documents received by the parties till the moment when the first conclusive behavior has been realized properly and effectively.

**2.5** In case O.ME.CA. di Cavalletto Paolo purchases raw materials from suppliers, then shall be applied, as far as possible, the same provisions set in these "general conditions" which have been already stated in the case of sale. In particular, O.ME.CA. di Cavalletto Paolo assuming the position of customer, will request to the supplier a quote for the supply of necessary materials for its business; after receiving the quote, if it meets the characteristics of price and quality, O.ME.CA. di Cavalletto Paolo shall issue an order that will contain the quantity of products. The supplier shall necessarily send to O.ME.CA. di Cavalletto Paolo an order confirmation which shall contain the quantities and the products required by O.ME.CA. di Cavalletto Paolo, and in addition any special conditions of contract, discounts, delivery terms and the passage of the risks of the goods. In the case when all the data reported in the order confirmation match with the demand of O.ME.CA. di Cavalletto Paolo, it will return it to the supplier duly stamped and signed. Otherwise, O.ME.CA. di Cavalletto Paolo shall require within 8 days of receipt of order confirmation by the supplier, a review of the data or product and prices included.

**2.6** The customer and/or supplier may not assign the contract without the written consent of O.ME.CA. di Cavalletto Paolo; even in this case, the customer will still be jointly and severally liable with the assignee for the contract assigned.

**2.7** The customer and/or supplier agrees not to use any distinguishing mark, whether or not under copyright, reference, transport equipment, documents of O.ME.CA. di Cavalletto Paolo, unless this is expressly permitted in advance in writing. The customer and/or supplier also agrees not to be engaged in behaviors that harm the image and integrity of O.ME.CA. di Cavalletto Paolo. both with regard to personal behavior and the one of others.

### 3.0 DELIVERY

**3.1** The delivery times are approximate and may vary according to production needs: extending the deadline can never lead to the request for termination of contract by the customer. In case of extending the deadline, O.ME.CA. di Cavalletto Paolo shall communicate in writing in advance the new deadline of delivery.

**3.2** The terms of delivery applied by suppliers to O.ME.CA. di Cavalletto Paolo shall be clear and not suffer, as much as possible, significant changes. The production requirements and delivery of the final product to the customers of O.ME.CA. di Cavalletto Paolo are directly related in compliance with such terms of delivery of the suppliers. In case of delays of more than 5 (five) business days of the date provided by the suppliers, O.ME.CA. di Cavalletto Paolo will be free to request the termination of the contract or an appropriate reduction of the price of the supply. In case of delayed delivery by suppliers they will be charged 3% for each day of delay, without prejudice to rights to additional damages.

**3.3** The Incoterms of I.C.C. Paris in their updated version are applied only if they are specifically mentioned. Otherwise are applied the terms set out in the order confirmation, even if tacitly accepted or by conclusive behavior.

### 4.0 PRICES AND PAYMENT

**4.1** Unless otherwise agreed in writing, the prices of products include the costs of packaging but do not include any other costs related to product delivery. Any discounts and any references to price lists no longer in force or not updated shall be construed as special conditions confidential to the customer receiving the order confirmation and not as a business practice. Any price changes (rounding, rebates, compensation or others) shall be agreed and accepted in writing by the parties. Auto reduction in price shall not be permitted.

**4.2** The recipient of the payment is only O.ME.CA. di Cavalletto Paolo Every obligation of a financial nature shall be performed at the site of O.ME.CA. di Cavalletto Paolo in Gambarare di Mira (VE), Via Maestri del Lavoro 19, 30034, except as indicated in the special conditions.

**4.3** The methods of payment are clearly specified in the special conditions. In all cases of deferred payment, non-payment of one installment will result in loss of eligibility period and O.ME.CA. di Cavalletto Paolo. may take action for the full price, without any prior warning or notice.

**4.4** The price lists are expressed in euro, do not constitute a contract offer and are valid for six months.

**4.5** In case of variation of prices of raw materials at a level equal to or greater than 3% O.ME.CA. di Cavalletto Paolo will give prompt notice in writing. The customer within 24 hours of the notification will have the right to cancel the order confirmed in writing, otherwise the change is considered accepted.

**4.6** In case of price variation of raw materials in a range equal to or greater than 3%, the supplier must give prompt written notification. O.ME.CA. di Cavalletto Paolo within 5 working days from receiving the notification will have the right to annul the order confirmed in writing, otherwise the change will be considered accepted.

### 5.0 TAILER-MADE PRODUCTS OR NON-STANDARD PRODUCTS

**5.1** Tailor-made products and in any case non-standard products ordered by the customer must be picked up by the customer no later than 60 days from the scheduled date in the order or in the order confirmation. Only for tailor-made products and / or non-standard products the payment is required in advance. The customer with the first order of tailor-made products or non-standard products authorizes O.ME.CA. di Cavalletto Paolo to buy from its suppliers, the minimum quantities of raw materials and packaging, even if over the customer's order, as specified in Art. 2.1. O.ME.CA. di Cavalletto Paolo is not in any way responsible for the destruction, loss and deterioration of tailor-made products ordered and not taken within the period fixed in the contract.

### 6.0 TITLE RETENTION

**6.1** The goods are sold under reservation of title until full payment is made by the customer of the invoice price referred to the goods delivered and any other incidental charges at its own expense.

**6.2** The issuance of checks, promissory notes, drafts and transfers do not constitute payment unless the proper execution of those. In the event of termination of the contract O.ME.CA. di Cavalletto Paolo may withhold as a penalty for default, the installments paid until half of the price. O.ME.CA. di Cavalletto Paolo will have even the right to claim additional damages.

**6.3** The customer agrees to cooperate with O.ME.CA. di Cavalletto Paolo to the extent necessary to protect the property rights of O.ME.CA. di Cavalletto Paolo on products sold. The eventual resale to third parties pending the reserve should be expressly authorized by O.ME.CA. di Cavalletto Paolo in writing. O.ME.CA. di Cavalletto Paolo is authorized to undertake, at the expense of the customer, all the necessary formalities to make it enforceable against third parties for the retention of title.

## **7.0 LONG-TERM SUPPLY**

**7.1** O.ME.CA. di Cavalletto Paolo will not be bound by any requests for long-term supply if these requests are not expressly covered by a detailed program of orders. Long-term supply means a request made for more postponed deliveries in time and order confirmations routed properly by the customer and/or supplier. Detailed program of orders and orders confirmation shall be considered as an order in which are content type, quantity and delivery times.

**7.2** Except as provided in Art. 7.1, the expected purchase of the customer and the expected sell of the supplier are not binding on O.ME.CA. di Cavalletto Paolo: in any case O.ME.CA. di Cavalletto Paolo reserves the right to change more favorably the price list in force in accordance with forecasts of customer purchases.

## **8.0 RESPONSIBILITY AND LIMITATIONS**

**8.1** The products are manufactured in accordance with the legislation in force at the place of manufacture; any special requirements must first be agreed in writing between the parties. The raw materials sold by the supplier must necessarily meet the requirements of the production needs of O.ME.CA. di Cavalletto Paolo and by national and international laws.

**8.2** O.ME.CA. di Cavalletto Paolo is not responsible for direct and indirect damage to persons and/or property if the product defect that caused the damage did not exist at the time of the sale of that product.

**8.3** Whenever O.ME.CA. di Cavalletto Paolo may be held responsible for eventual damage caused by defects in its products, O.ME.CA. di Cavalletto Paolo will recognize only physical damage or personal injury and damage to personal property. All other types of damage are excluded.

**8.4** In reference to damage to personal property, O.ME.CA. di Cavalletto Paolo will recognize as damage the maximum amount equal to the amount paid by the customer to purchase the product.

**8.5** Without prejudice to the limits of the law, in no event O.ME.CA. di Cavalletto Paolo is responsible for the following:

- a. Claims for compensation by the end user.
- b. Loss of profits, revenue, goodwill or anticipated savings possible;
- c. Damage to the image;
- d. All other relevant indirect damage, incidental, special or other damage or loss.

**8.6** The customer shall indemnify O.ME.CA. di Cavalletto Paolo from any claim for damages for improper use of the product and will work to ensure any risk associated with the products adequately without recourse against O.ME.CA. di Cavalletto Paolo

## **9.0 REPORTING DEFECTS AND COMPLAINTS**

**9.1** Claims for any deficiencies and product defects must be made only in writing by registered letter within 8 days from receipt of goods. Place of receiving means the place of final destination of the goods. The registered letter must state clearly the type of defects and be accompanied by the required photo references. In case of ascertained such defects, O.ME.CA. di Cavalletto Paolo will work to replace all or part of the defective products, reserving the right to request the return of the defected products.

**9.2** In any case, complaints or claims, raised for any reason, will not qualify for suspension of payment for supplies effected by O.ME.CA. di Cavalletto Paolo

**9.3** The fault and defects found by O.ME.CA. di Cavalletto Paolo on raw materials sold by the suppliers will be reported in writing to the supplier via email, fax or registered letter within 8 days from the initial processing of the material or otherwise by the discovery of the defect. The fault and defects found will cause the suspension of payments for the supply until the replacement or partial reduction of the price.

## **10.0 JURISDICTION AND COMPETENT COURT**

**10.1** In case of dispute about the interpretation, validity and effectiveness of this contract and its terms and conditions the parties agree to submit the same to mediation service of the Venice Chamber of Arbitration at the Venice Chamber of Commerce. If the attempt to settle any such dispute is not possible or fails, the disputes shall be settled by arbitration under the Arbitration Rules of the Venice Chamber of Arbitration which shall appoint the Sole Arbitrator or Arbitral Tribunal. In case it would be impossible to route the arbitration procedure, the parties agree to refer exclusively to the Court of Venice (Italy).

**10.2** The order confirmation, the General Conditions and any amendments thereto shall be governed by the Italian law.

**10.3** In case of discrepancy in interpretation between the Italian version of Contract and General Conditions and the translated version, the Italian version shall prevail in all cases. The Italian version will be the only one to have legal value.

**10.4** Without limitation or exclusion of the provisions of art. 10.3, it is given the opportunity to the customer or seller to require the translation of these general conditions in the language that they consider most congenial to their own understanding.

## **11.0 PRIVACY**

**11.1** O.ME.CA. di Cavalletto Paolo undertakes, in accordance with Italian legislation in force (D.Lgs. no. 196/03), to treat personal data from individuals and / or companies only for the purposes necessary to carry out sales and purchase transactions. Those data will not be in any way subject to disclosure to any third parties unconnected with the sale report except as necessary for the operations of shipping and delivery of the goods.

**11.2** The customer also agrees not to disclose to any third parties or subsidiaries, without the express consent of O.ME.CA. di Cavalletto Paolo, any personal data, particularly relating to selling arrangements and corporate structure of O.ME.CA. di Cavalletto Paolo

Date.....

The Customer (seal and signature)

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*In accordance and for the effects of articles 1341 and 1342. of the Italian Civil Code customer declares to have read and approved specifically in writing the following clauses:*

- 1) Scope.*
- 2) Conclusion of the contract.*
- 3) Delivery.*
- 4) Prices and payments.*
- 6) Title Retention.*
- 8) Responsibilities and limitations.*
- 9) Reporting defects and claims.*
- 10) Jurisdiction and competent court.*

Date.....

The Customer (seal and signature)

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