

If not otherwise stated in special agreements accepted in writing by Fiorini Industries S.r.l., all business relationships with Fiorini Industries S.r.l. are governed by these General Sales Conditions.

Between

The Supplier: Fiorini Industries S.r.l.
Via Zampeschi 119
47122 Forlì (FC) Italia
P.I. e C.F. 03948070408
tel. +39 543 723197 Fax +39 543 720413
e-mail: comm@fiorinigroup.it

The Customer: The subject identified by the data indicated in the order confirmation issued by Fiorini Industries S.r.l.

Article 1 General information

The quotations issued by Fiorini Industries S.r.l. are not binding and can be subject to modifications. These General Sales Conditions set the terms of sales between Fiorini Industries S.r.l. and its Customers. These conditions are integral part of all purchase orders and exclude any other provisions, except for any special agreements accepted in writing by the Supplier. These terms cannot be modified unless previously authorized by the Supplier. These General Sales Conditions supersede and replace any prior agreements or arrangements entered into by the Parties. Fiorini Industries S.r.l. reserves the right to modify these General Sales Conditions at any time without notice.

Article 2 Acceptance of order

All orders placed by the Customer are irrevocable, although not binding for the Supplier unless accepted by the same. However, if the Supplier has already started to process the order, the order shall be considered as accepted.

Article 3 Shipment and transport

All goods travel at the Customer's risk and peril, even in case of free at destination delivery. Upon delivery, the Customer shall check that the goods correspond to the ones ordered and/or haven't been damaged during transport. Any claim shall be promptly notified to the carrier, by signing the Transport Document with reserve and confirming it by registered letter with acknowledgement of receipt within three days since the date of reception of the goods. All returns of products the subject of any claim and to be replaced with prior authorization, shall be delivered carriage paid to the Supplier's facility; failing this, the Supplier reserves the right to reject the goods with no liability whatsoever.

Article 4 Delivery

The date of delivery is indicative only and takes effect after all order details have been provided and irrevocably defined. In the event of outstanding invoices, even with respect to previous supplies, the Supplier shall be entitled to suspend the order processing until payment is made and proper guarantees are given for future payments. The date of delivery is calculated on the basis of working days. The Supplier reserves the right to partial deliveries. Should the ordered goods not be collected within the agreed time, they will be invoiced and stocked at the Customer's charge and at his own risk and peril.

Article 5 Force Majeure

The terms of delivery may be delayed due to Acts of God (such as, but not limited to, earthquake, fire, flood, epidemics, strikes, trade union actions, lock-outs) preventing order processing. Any delay in delivery caused by the said Acts of God, which might also involve Fiorini Industries S.r.l. sub-suppliers, shall not result in penalties or compensation for damage by the Supplier.

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Article 6 Incorrect use of purchased products

The Customer has no right and shall not hold the Supplier accountable for any damage or cost resulting from the incorrect use or changes to the purchased products which have not been authorized by Fiorini Industries S.r.l., and hereby releases the Supplier from any liability whatsoever or any request for compensation even by third parties.

Article 7 Modifications to products

All products' data and features contained in catalogues, pricelists, images, drawings, quotations and any advertising material in general provided by the Supplier are indicative only and not binding for the same.

The Supplier reserves the right to modify its products as deemed necessary with no prior notice to the Customer, provided that the use and safety of the products are not altered.

The Supplier shall have no obligation to modify the products already manufactured or being manufactured for the Customer, according to the modifications introduced after the order was placed.

Article 8 Withdrawal/Modifications to orders

It is hereby explicitly stated and agreed that the Customer has no right of unilateral withdrawal from the order.

If not agreed in writing by Fiorini Industries S.r.l., pending orders cannot be cancelled or modified, whether partially or totally.

If manufacture of ordered products has already started, even partially, changes or modifications shall not be accepted.

Any costs resulting from the cancellation or modification of orders shall be invoiced to the Customer.

Article 9 Termination

In the event of failure to pay the price on the due dates agreed in the contract, the Supplier shall either ask for and obtain the payment of the total outstanding difference or terminate the order in accordance with article 1456 of the Italian Civil Code, notifying the Customer by registered letter with acknowledgement of receipt or by fax, with no prejudice to the Supplier's right to compensation for any major damage incurred.

The Supplier reserves the right to terminate the order with immediate effect by registered letter with acknowledgment of receipt or fax sent to the Customer, should it get to know about the existence of protests, seizures, distraints or any other injurious acts, situations of winding up, suspension of payment, extraordinary administration, arrangement with creditors or bankruptcy of the Customer.

Article 10 Prohibition of proceedings

The Customer shall not sue the Supplier for any reason whatsoever unless it has previously paid all outstanding amounts indicated in the purchase order.

Article 11 Transfer of receivables

In accordance with article 1260 of the Italian Civil Code, the Supplier reserves the right to transfer the receivables resulting from orders to factoring companies or equivalent, with prior notification to the Customer by registered letter with acknowledgment of receipt.

Article 12 Payment

The invoices for the supplies shall be paid within the agreed dates.

Any delay in payment, even partial, can result in late payment interests, the rate of which is set by the legislative decree 231/2001, besides the immediate suspension of ongoing shipments.

Article 13 Retention of title

In the event of instalment sale, the goods being supplied shall remain the property of the Supplier until the Customer has fully paid them; the Supplier shall have the right to claim them wherever they are, even if they have been combined or integrated into goods owned by the Customer or third parties, in compliance with article 1523 and following of the Italian Civil Code.

During this period, the Customer shall assume the obligations and responsibilities of guardian of the goods supplied and shall not transfer, lease or pawn, move them or have them seized or distrained, without declaring that

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they are the property of the Supplier and without immediately notifying it by registered letter with acknowledgment of receipt.

Article 14 Prices

Prices are not binding and can be modified with no prior notice.

Prices can be modified according to any variations which might occur until delivery.

Prices shall be intended ex-works from the factory of Forli (FC), if not otherwise agreed.

Article 15 Warranty validity/Limitation

Warranty is valid provided that all indications and operation instructions are abided by and the product sold is properly serviced

For the warranty to be valid, keep the invoice issued upon purchasing the product.

The warranty does not cover any interventions on: hydraulic system, electric system or other accessories which are not supplied by Fiorini Industries S.r.l..

This warranty does not cover all product malfunctions and/or non-conformity due to the following causes:

- a) Transport;
- b) Lack of evidence and non-execution of the maintenance interventions indicated in the operation and maintenance manual;
- c) Failure to respect the instructions and warnings on assembly and/or operation provided by Fiorini Industries S.r.l.;
- d) Tampering with, interventions and maintenance operations carried out by non qualified or unauthorized personnel;
- e) Incorrect or improper use of the product, failure to respect the use and scope of the same;
- f) Damage worsening caused by the use of the product by the Customer after any malfunction has been detected;
- g) Use of non original spare-parts, components or accessories or however not recommended by Fiorini Industries S.r.l. and any damage they may cause;
- h) Incorrect or poor operation of electric and/or hydraulic power supply.
- i) Corrosion, deposits or breakdown caused by stray currents, improper water hardness, limescale, sludge deposits, condensation, water corrosivity or acidity, incorrect anti-scale treatments;
- j) Acts of God such as, but not limited to, frost or overheating (excluding envisaged operation conditions), fire, lightning, theft, vandalic acts, unforeseeable circumstances.

Article 16 Complaints – Communications

Any supply shall be accepted after checking its conformity to the conditions and quantities indicated in the contract. Any latent defect shall be notified in writing, failing which any right is lost, within eight days since it is detected, within the time period set by the legislation in force.

Any complaint and dispute of any type whatsoever shall be notified in writing to the Supplier, failing which any right is lost, within eight days since reception of the supply; after such a deadline, the Customer shall have no right of complaint for bad quality and/or non conformity of the product sold.

In any case, the Customer shall lose the right of complaint or product replacement, should he continue to use the product the complaint refers to.

The products complained about shall be returned by the Customer to the Supplier within fifteen working days starting from the date of formal complaint.

In the event of any delays not agreed upon with the Supplier, the nonconformity will not be acknowledged and the warranty will be void.

Should the timely complaint be considered as well grounded after a technical inspection is performed by the Supplier, the Supplier shall pay to the Customer a compensation not exceeding the value of the product, provided that the Customer has previously returned the product the subject of complaint, unless the parties explicitly agree on the replacement of the non-conforming product.

However, the Customer shall not be entitled to the termination of the supply contract and/or the compensation for damage and/or refund of the costs incurred for any reason whatsoever.

Any complaints or notifications shall not entitle the Customer to suspend the payment, even partial, of the invoice of the product, or not to collect and/or pay further supplies.

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Article 17 Confidentiality

Throughout the whole duration of the order and for a period of three years after the end of business relationship, the Customer shall consider as strictly confidential all documents and information (know-how) communicated in any way whatsoever by the Supplier, whether covered or not by fundamental industrial property right.

In particular, the Customer shall make all its co-workers and/or employees fulfil this obligation and prohibit any misuse of the information received, such as, but not limited to, the undue dissemination of confidential information to unauthorized persons.

Article 18 Prohibition against advertising

The Customer shall not make any advertising using the name of Fiorini Industries S.r.l. or its registered trademarks. Any derogation shall be explicitly authorized by Fiorini Industries S.r.l..

Article 19 Jurisdiction and arbitration

The purchase order is governed and interpreted from any viewpoint whatsoever by Italian law, except for any special provisions contained in these General Sales Conditions or in the Special Conditions contained in the order. Any dispute arising out of the order shall be settled by arbitration in compliance with the Regulation of the Arbitration Court at the Chamber of Commerce of Forlì-Cesena.

The Arbitration Court will consist of a panel of three arbitrators; each party shall appoint one arbitrator, while the third one acting as President shall be appointed by mutual agreement by the two arbitrators or, failing any agreement, by the Arbitration Court.

The language of arbitration shall be Italian.

The seat of arbitration shall be Forlì.

Fiorini Industries S.r.l.
(Date, Stamp)

The Customer
(Date, Stamp)

In accordance with articles 1341 and 1342 of the Italian Civil Code, the Customer hereby explicitly declares to accept the provisions of articles: 1;3;4;5;6;8;9;10;16;17;18;19.

The Customer
(Date, Stamp)

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