



GENERAL SALES CONDITIONS

Art. 1. - Applicability of conditions

1.1. The general conditions here to (hereafter called "the Conditions") form an integral part of all contracts for the sale of materials (hereafter the Products) signed by LAMPPIA S.r.l. (herein LAMPPIA) With the exception of specific cases in which the conditions are waived by express written agreements signed by LAMPPIA, these conditions shall be the sole rules governing such sales. If one or more parties to the Conditions hereto or the individual contracts incorporating the same should prove null, the general or specific Conditions shall prevail as a whole; the invalid parts shall be replaced by agreements which reflect as close as possible the original will of the parties.

1.2. Any offer, acceptance of order and all deliveries shall be made under the Conditions hereto except in case of express waiver in writing signed by LAMPPIA; acceptance of such offers and acceptance of deliver of the Products, shall imply acceptance by the buyer of the Conditions hereto as well as of any additional agreement between the parties.

Art. 2. - Conclusion of the sale contract - Enforcement

2.1. The sale contract shall be deemed concluded when the proposer or the orderer are personally informed of the written agreement of the other party. Should such agreement not be expressed in writing, such written notice of agreement shall be substituted solely by written notice of "goods at disposal" or by dispatch of goods to the orderer.

2.2. In no case shall an order not confirmed in writing be deemed accepted except in case of execution of the same by LAMPPIA by notice of goods ready for dispatch, or delivery of the Products. Partial delivery of products ordered shall not imply acceptance of the whole order, but only that of the Products actually delivered.

2.3. Any offer on the part of LAMPPIA shall be free and without commitment; if such offer is agreed in writing to be irrevocable, it shall remain valid for 15 days after dispatch.

2.4. For contractual purposes this contract shall be deemed to have been performed at the head offices of LAMPPIA.

Art. 3. - Delivery of Products

3.1. All dates indicated as terms for delivery shall be solely indicative; LAMPPIA expressly reserves the right to make partial deliveries of any order. By accepting of the delayed delivery the buyer waives all claims in relation to such delay

3.2. Delivery of Products shall be made according to the term "Carraige Pald to" (CPT) place agreed with the client; such term as well as any other delivery term that may be agreed in writing, refers to the Incoterms 2010 of the International Chamber of Commerce in Paris.

Art. 4. - Tolerances

4.1. The Products supplied by LAMPPIA may feature slight differences with respect to the order specifications, according to the following tolerance tables.

Dimensions: according to what defined in the drawings or to dimensional reports approved by the customer at the time of samples delivery.

Quantity: differences in excess or default, depending on multiples of Minimum Order Quantity.

Color tone: these tolerances will be defined each time with the buyer.

Special requirements with respect to tolerance levels, which differ from those established by LAMPPIA, shall be agreed in written form.

Within the above limits the Products will be considered as being faultless and corresponding to the order.

Art. 5. - Packaging



5.1. In general, Products will be supplied in cardboard boxes on pallets.

5.2. Possible requirements for different packing must be specifically agreed with LAMPPIA.

Art. 6. - Samples

6.1. At the buyer's request, before the first supply, LAMPPIA sends samples of the Products required, which are approved by the client.

6.2. When no samples are provided, acceptance by buyer of the first supply will be considered as specific approval of the type and quality of the Products ordered.

Art. 7. - Liability

7.1. LAMPPIA supplies Products, which quality corresponds to buyer's order. LAMPPIA is not responsible for the use the buyer makes of these Products. Upon client's request LAMPPIA provide specific declaration concerning the characteristics of the employed raw materials. Also in this case the buyer determines the modality and the opportunity of industrial use of the purchased Products, according to the standards and rules that apply to the specific manufacturing process and to the product to be packed, also in connection with the possible coloring of the ordered Products.

7.2. LAMPPIA will not be liable in case of unsuitable use of the supplied Products. Moreover, LAMPPIA is not responsible, in case of non conformity of the supplied Products, if the special technological requirement has not been specifically mentioned in the order and accepted by LAMPPIA.

Art. 8. - Guarantee - Claims

8.1. The Buyer can not reject the delivery of Products, the expenses caused by such reject and/or return of Products to LAMPPIA are at the client's charge.

LAMPPIA guarantees the good quality of the supplied Products, except those defects which may occur because of wrong storage by the client, of exposure to sun rays, rain and other weather conditions which are harmful to the Products, or because of industrial use, which is not suitable for the ordered Products.

8.2. The buyer is bound to check the goods upon arrival and before using them in his manufacturing process.

8.3. Possible faults of the supplied Products shall be notified in writing to LAMPPIA within 60 days from delivery, and in any case before using the Products.

8.4. Any damages, suffered by Products during the transport must be immediately notified to the carrier, by means of a special reservation clause to be written on the bill of lading or on the CMR.

8.5. Buyer shall state the type of defects he has noted; LAMPPIA reserves acceptance of the claim and possible inspection of the challenged goods. The pertaining Products shall be kept at LAMPPIA's disposal, who will arrange their collection in case of acceptance of the claim.

8.6. Each pallet / box is identified by LAMPPIA by means of a label bearing the data relevant to the type of Product and the manufacturing lot . In case of claim, the buyer shall notify these label data to LAMPPIA.

8.7. LAMPPIA will not accept any claim concerning Products already processed, except in case of hidden defects, which cannot be identified before processing. In the latter case the defect shall be notified to LAMPPIA as soon as detected.

In case of quality defects exceeding 5% of each single delivery, buyer will inform immediately LAMPPIA, with whom he will agree on the remedies, to limit as much as possible the damages for the concerned parties.

8.8. As for hygroscopic Products, relevant to moisture defects, the guarantee is limited to 30 days from delivery.

8.9. If the claim is acknowledged, LAMPPIA will replace the faulty Products by faultless ones of the same type, or at its choice, it will credit buyer with the corresponding amount. Any different or further type of refund or indemnity is excluded.

Art. 9. - Prices and Conditions of payment

9.1. The prices indicated in quotations and offers are deemed net of any discount. Unless otherwise agreed in writing the terms and conditions of payment shall be as follows:

9.1.1. For sales in Italy and other countries of the EC 30 days, date of the invoice.



9.1.2. For Products to be delivered in any other country, payment shall be made by opening an irrevocable, indivisible Letter of Credit (L/C) confirmed by a leading Italian Bank. Such L/C shall be issued by the buyer and confirmed at least three weeks before the date agreed for shipping of the Products and shall remain in force for at least three weeks after delivery of the Products. The L/C shall be cashable by LAMPPIA against simple presentation to the bank of shipping documents.

Should payments be delayed, LAMPPIA shall be entitled, over and above possible damages and without necessity of notice of default, to receive moratory interests. Such interests for sales in Italy shall be equal to the official Italian discount rate increased by 5%; for sales in other countries the interest rate shall be equal to EURIBOR, increased of 5%.

9.3. In case of buyer's nonfulfillment, over and above the right of LAMPPIA for the damages, the contract sales already concluded shall be deemed lawfully terminated, without the necessity of any further notice to the buyer.

9.4. Buyer is not entitled to compensate any sum due to LAMPPIA for Products supplied with possible credits may have towards.

Art. 10. - Retention of title

10.1. Save for provisions of the applicable law which cannot be waived, title of the Products shall be transferred to the buyer only when the same has effected payment of the price. If the Products are sold and delivered to third party customers before the transfer of the title in the course or the buyer's normal business relation with the latter, retention of title in favor of LAMPPIA will continue in respect of the third party; in alternative LAMPPIA shall be entitled to any sums owed to third parties or, if not provided by law, such sums shall be retained by the buyer in his capacity as the supplier's trustee with an undertaking to transfer on request entitlement to the same. Products subject to retention of title must be kept by buyer physically separated and identified as property of LAMPPIA.

10.2. The buyer shall not sell outside his ordinary business relations, nor deliver to third parties, give as security or in any way dispose of the Products subject to retention of title by LAMPPIA, further, the buyer shall promptly inform LAMPPIA of any right which third parties may have acquired over the products.

In case of default of the buyer, LAMPPIA shall be entitled, without any formality, including notifying the buyer of such default to collect all goods subject to retention of title and any moneys, including paper titles, which third parties may have consigned for such goods, reserving the right to any further opportune redress by legal proceedings for damages suffered.

Art. 11. - Force majeure

12.1. LAMPPIA shall not be held responsible towards the buyer for any non-performance, including failure to deliver or delays caused by events outside his reasonable control such as, not by way of limitation, unfulfilled or delayed delivery of raw materials to LAMPPIA, plant breakdowns, strikes or other industrial action, energy black-outs, transport stoppages or difficulties.

Art. 12. - Applicable law

12.1. Export sales contracts by LAMPPIA shall be governed by Italian law.

Art. 13. - Competent Jurisdiction

13.1. The competent Jurisdiction for all disputes relating to the sale of the PRODUCTS by LAMPPIA and all relations connected with such sales shall be the Court of Monza (Italy).

13.2. When LAMPPIA is the plaintiff it will have the choice to bring the dispute before the competent Court of the buyer's registered seat.