

GENERAL CONDITIONS OF SALE OF STOCCHETTA CILINDRI S.R.L.

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1. PREMISE

Stocchetta Cilindri S.r.l. (from now on our Company) has as its object the design, construction and supply of hydraulic and pneumatic cylinders special and also of large dimensions, on specific order and specific design, as well as production and supply of standard catalog cylinders and spare parts and components. Any order sent to our Company implies adherence, without reservation, to the following general conditions, even if not expressly signed.

2. GENERAL

The sales of our Company are carried out under the general conditions reproduced here, which are considered to all intents and purposes known to the customer and fully accepted by them also because being available on the site they are made known to all and therefore omitted from individual orders and / or documents.

3 ACKNOWLEDGEMENT OF ORDER

The order becomes binding for our Company only with the issue by our Company of the written order confirmation, which can be forwarded by fax and / or email or certified e-mail, or, if the Customer requests it, after the signature for acceptance of the order issued by the Customer. The text of our Company's confirmation or confirmation variant will in any case prevail over any document. The customer who does not intend to accept conditions that differ from his order must notify it in writing, by mail or fax or certified e-mail, within 8 (eight) days from the date of confirmation, without which, the order confirmation of our Company will be fully accepted.

4 PRICES

The supply prices as well as the terms of payment are only those established by our Company's order confirmation. Unless otherwise agreed in the contract, orders with a minimum value of 100.00 Euro (excluding VAT) are accepted and in which case the payment is always intended as a notice of ready goods, by bank transfer to the indicated bank and / or by bank check.

5 DELIVERY TERMS

The terms of design, preparation, testing, shipping and delivery resulting from the order confirmations of our Company are indicative and are always given without guarantee (except in the case of mandatory commitments for certain supplies and agreed upon ordering with express acceptance of our Company) and except, even in the case of mandatory commitments, of unforeseen or unforeseeable cases or due to facts of third parties, in addition to those of force majeure and others provided for by law that occur in our Company. Any delays will therefore in no case give rise to compensation for damages or even partial termination of the contract, unless these consequences have been expressly accepted at the time of the order and signed by the legal representative of our Company. The lack or exceptional increase in the price of raw materials, machine breakdowns or power cuts, lockouts, strikes, including company strikes and any other accidental event,

constitute just as many fortuitous cases or force majeure, even in the event that the our Company nevertheless manages to continue the exercise or operation of the department concerned. In such cases, our Company may by right implement its commitments in whole or in part, notifying the Client. In any case, the delivery deadline is observed with the communication of goods ready for shipment or testing. In no case or for any reason our Company will have to pay penalties, compensation or indemnities of any kind for any direct or indirect damage or loss of earnings, depending on delays in deliveries, the terms of which, in the absence of an express agreement to the contrary signed by the legal representative of our society, they must always be considered as indicative and not essential.

6 REMAINED AND STORED GOODS AND MATERIALS

Upon receipt of the notice of goods ready for shipment or testing, the Customer must collect the products / materials ordered, or, in the case of delivery to destination, must request their shipment. Failing that, the products / materials may be stored at the Company's premises and also outdoors, with exemption for our company from all liability, with forfeiture of all guarantees and with charge of handling and storage costs; our company also reserves the right to ship the products / materials carriage forward to the customer, or to deposit them at the customer's expense. From the notice of goods ready, a regular invoice will in any case be issued, and the payment terms will run. Any parking, storage or waiting costs are charged to the customer, even if the goods are sold free at destination and the transport takes place by means of our company or commissioned by it.

7 CONFORMITY CHECKS - MARKINGS - TREATMENT OF NON-CONFORMITY

The supplies are made in compliance with the conditions expressed by our internal provisions or with the specific ones agreed with the Customer reported in the order confirmation. The material found to be non-compliant must be separated by the Customer in the same state in which it was delivered and kept available until the dispute is resolved even if sold or processed by a company other than the Customer. The decision by the Customer and / or the user to put the disputed material into processing without the prior approval of our company does not give the right to compensation. The decision by the customer and / or user to process other material belonging to the same batch or to continue processing further or to carry out operations to restore conformity without the prior approval of the supplier does not give the right to compensation. If requested in the order, our company provides the certifications requested by the customer.

8 PACKAGING - RETURN - SHIPPING

The products are normally shipped on pallets and / or cardboard boxes and / or in wooden crates, protected and packed with "bubble wrap" and / or "poliespanso" and any specific protections for sensitive parts and for sea transport, and finally closed with stretch film. Only if expressly agreed during the order confirmation phase, together with the products, the technical drawings and the certifications of origin and conformity of the materials can be delivered. Any variation must be agreed in advance and the related costs will be charged to the customer. Unless otherwise agreed, supplies are intended for goods delivered Ex-factory, including

packaging. Product shipments are carried out in different ways and in some cases, by our company which therefore also verifies the load on the vehicle. If the shipment is made by the Customer, the responsibility of our Company ceases with the provision of the goods and therefore any deficiencies or failures will be requested from the carrier. In the event of shortcomings in the transport performed by our company, at the time of unloading or of the accident, adequate photographic documentation must be made and timely written notice must be given to our company by fax, email or certified email; the damaged supply must be kept at the disposal of our company and its experts.

9 PAYMENT CONDITIONS

The payment of the supplies of our Company must be made, unless otherwise agreed, as indicated in the order confirmation and in the invoice, to be made at the administrative offices of the Company, i.e. at the domicile of our company or at the indicated credit institution expense, discount or tax in the manner and with the deadline set in the sales confirmation or invoice. Any payments in transfers, bills or drafts made in derogation of the normal payment must be evaluated in advance and may also not be accepted; in any case they are intended subject to successful completion. The delay in payments, even if partial, gives our Company the full right to charge default interest on the amounts invoiced, as established by Legislative Decree 231/02.

10 NON-PAYMENT OR DELAYED PAYMENT

In case of default in payments, our Company reserves the right to take any other action and to demand advance payment for the remaining supplies to balance any contract in progress, or to consider the contract terminated and the shipment of the remaining orders even if relative to other contracts in progress. However and in any case the retention of title in favor of our Company, pursuant to art. 15, is applicable. The Customer will be required to pay compensation for any damages and will not be able to make claims for compensation or reimbursements and will have to pay for the goods already prepared or in progress, if requested by our Company. Where a deposit is required to confirm the order, this will not be started if the deposit is not received within the time specified by the order.

11 WARRANTY

The supplies of our Company are governed by Italian law to which reference must be made for any dispute. Our Company guarantees the conformity of the products supplied, meaning that the products are free from defects in materials and / or workmanship and that they comply with the provisions of a specific contract accepted by the parties. No liability is accepted for the commitment and operations to which the final product will be subjected after delivery. Requests for supplies of products developed according to rules other than Italian ones will be evaluated separately by the parties. The duration of the guarantee is twelve months starting from the delivery of the products.

12 DRAWINGS, MANUALS, TECHNICAL DOCUMENTATION - KNOW HOW and INDUSTRIAL PROPERTY

The technical documentation and drawings made by our company using its specific technical skills for the construction, design and supply of special hydraulic and

pneumatic cylinders are the assets of our company, they are and remain the property of our company and cannot be disclosed to third parties without written authorization from our company. The duplication or even partial reproduction of the drawings and documentation by the Customer is also prohibited. The assumption of the obligation of confidentiality also applies to officials, employees, collaborators and consultants who, due to their duties, become aware of the documentation. This obligation extends for the entire duration of the relationship. In any case, the use of unauthorized third parties of our company's designs does not imply any assumption of responsibility for the creation, by third parties, of new products. All cylinders in our company have a plaque with our company logo which cannot be elided or removed.

13 LIMITATION OF LIABILITY

Our Company cannot be held responsible for any direct and / or indirect damage, of any nature whatsoever, deriving from the original defect of the material and / or non-correspondence of the same to the specific requests; any complaint must be made towards the manufacturing companies. The provisions of this article remain valid and effective even after the termination of the duration of the contract, due to expiry of the terms, termination or withdrawal of the same.

No compensation for damages may be requested from our Company for direct and / or indirect damages caused by the use or non-use of the processed material.

Any liability for indirect damage, loss of image, loss of profit, loss of earnings, loss of operation, of profits, downtime, or in any case as an indirect consequence of the manufacturing defect is expressly excluded. Likewise, our company will not be liable for any direct or indirect damages suffered by the Customer due to the use by the same of the technical documents, information, supply data, indication of technical or functional characteristics, etc., when such use has not been previously and specifically authorized in writing by fax, email or certified e-mail; In no case will our company be liable for lack of performance of the work carried out.

14 RECLAMI – RESI - SOSTITUZIONI

Any complaints for supplies that do not comply with what is indicated in the order confirmation must be submitted in writing by fax, email or certified e-mail within 8 (eight) days. from receipt of the goods, this means the term in a restrictive sense and not the use or installation. This term is extended to no later than 14 (fourteen) from the moment of the discovery of the defect in the case of hidden defects. If the complaint is justified, the obligation of our Company is limited to the simple replacement of the non-conforming material, in the conditions and in the place of delivery of the first supply. Any right of the Customer to cancel the order or to obtain any compensation for expenses or damages is therefore formally excluded. Any right of the Customer to obtain the replacement of the disputed material lapses if any processing is not immediately suspended or if the disputed material is not previously returned to the place of delivery. Any complaint does not entitle the Customer to suspend payment in whole or in part, even if it refers to the failure or partial sending of documents relating to the supply itself. The participation of our company in the preliminary checks to ascertain any discrepancies cannot be understood, in any case, as acceptance of the complaint but only as a preliminary

and exploratory activity. The acceptance of the complaint, in fact, must be the subject of a specific and specific communication signed by whoever has the power.

15 SAFEGUARD CLAUSE

In cases of force majeure and in other cases provided for by law, our Company will have the right to withdraw in whole or in part from the supply / performance / sale contract definitively concluded, as well as from those being defined when they occur, wherever this occurs, facts and circumstances that substantially alter the state of the markets, the exchange rate risk (including devaluations of currencies in the European Community area) and the conditions of the Italian industry. In such cases and in general when our Company, with a specific communication, withdraws from the contract due to an impediment or fact that does not depend on its own fact or fault, the Customer will not be entitled to compensation, compensation, reimbursement and must, if requested by our Company, pay for the goods prepared or in progress.

16 RESERVE OF OWNERSHIP

In the event that the payment must be made, in whole or in part after delivery, the delivered products remain the exclusive property of our Company until the complete payment of the price pursuant to art. 1523 of the Italian Civil Code. The Customer who has to work the pieces or who has to resell them undertakes to do what is necessary to establish a valid retention of title in his country in its widest form permitted, or to put in place a similar form of guarantee in favor of our Company.

17 CUSTOMER CREDITS The Customer may not for any reason or title issue, without the consent of our company, debit notes or invoices for credits within its competence or in any case charge our company amounts of which the latter has not, expressly and in writing, recognized as debtor. The Customer will therefore not be able, unless authorized in writing, to compensate or withhold sums due to our company; in this case, our company may request interest for non-payment or delayed payment as required by art. 7.

In the event of the existence of credits in favor of the Customer, our company may bring these sums in compensation with what is due to him by virtue of the supplies made or to be made.

18 VALUE ADDED TAX

The V.A.T. is applied according to the regulations in force on the date of invoicing.

19 PRIVACY

The customer has been made aware by our company of the privacy legislation, Legislative Decree 196/03, as he has been given the required information. The Customer is aware that his Personal Data are necessary for the execution of this contract and will be processed by each, and possibly communicated to third parties, exclusively in relation to the fulfillment of contractual, legal and tax obligations arising from the signing of the contract. of sale and consequent and connected thereto, for the time strictly necessary. The Personal Data will be processed by the Parties in compliance with Legislative Decree 196/03 with paper, computer and telematic means designed to store, manage and transmit the data

themselves and suitable for guaranteeing its security and confidentiality. The Customer may exercise the rights provided for by the article 7 of Legislative Decree 196/03 and, in particular, to know the existence of treatments, obtain the cancellation, rectification, updating and integration of Personal Data, as well as, if necessary, oppose their use for the above purposes indicated, addressing the specific request to the pro tempore manager of our Company.

20 CONFIDENTIALITY OBLIGATION

Each party undertakes towards the other to take all measures to ensure adequate protection and protection of the information, drawings, specifications and technical documentation received, undertaking not to disclose or make available to third parties in any way data and confidential information received (excluding those already in the public domain), with the sole exception of communication to its staff (employees, collaborators and / or consultants), or to third parties when this is necessary to execute the contract, provided that the subjects indicated above are bound by confidentiality obligations.

Each party undertakes towards the other to ensure that the data and information received, as well as any paper and / or electronic document that constitutes the support, are kept secret and confidential.

In particular, each party undertakes to:

1. use the data, drawings and information received solely and exclusively for the purposes relating to the execution of the supply;
2. not to transfer, deliver, make available for any reason or in any case communicate or disclose for any reason the content of the data, drawings and information received to third parties, other than its partners, without prior written authorization, which cannot be denied if the communication and / or disclosure are necessary for the correct execution of the supply;
3. limit their knowledge of or access to the content of the data provided to their strictly indispensable staff, making said staff individually and previously aware of the confidentiality obligations provided for in these general conditions;
4. prepare and use with the utmost care and attention all the necessary tools so that unauthorized third parties cannot access the data provided;
5. except as necessary for the execution of the supply, do not copy or reproduce in any way the content of the information and data received, without prior written consent.

The aforementioned confidentiality obligations will bind each party both during the period of validity of the Agreement and after its termination, without prejudice to the use of the data for reasons of justice. Any unauthorized use of the designs of our company, gives rise to an undue and implies for the user the penalties provided for by the relevant law, with the right of our company to obtain any necessary injunction, in addition to compensation for the damage.

21 TERMINATION OF THE CONTRACT BY OUR COMPANY

The contract must be considered terminated by law without the need for prior notice if the Customer fails to fulfill, even partially, the obligations referred to in these contract conditions. However, our company has the right to request payment for the greater damage suffered. Our company also has the right to terminate the

contract by law, pursuant to art. 1456 cc, in the event of insolvency, voluntary and / or judicial liquidation of the customer, or subjecting the same to bankruptcy or other insolvency procedure provided for by the R.D. March 16, 1942 n. 267 and subsequent amendments and additions, or an extraordinary administration procedure pursuant to Legislative Decree 8 July 1999 no. 270 and of the Law 18 February 2004 n. 39.

22 TERMINATION OF THE CONTRACT BY THE CUSTOMER

The Customer has the right to terminate the Contract by law only in the case of overt, repeated and serious breach pursuant to the civil code.

23 WITHDRAWAL FROM THE CONTRACT

Our company will also have the right to withdraw from the contract without any charge, if it knows of the existence of protests of titles, as well as of the initiation of monitory, ordinary, insolvency and even extrajudicial judicial procedures against the customer.

24 JURISDICTION AND APPLICABLE LAW

The parties declare that they expressly elect the Court of Brescia as an optional forum, where contemplated by law, competent to know, exclusively, of any dispute arising in relation to the contract.

25 APPLICABLE LAW

Although not expressly provided for or governed by the contract, reference is made exclusively to Italian law.

26 CONDITIONS

The conditions contained in this document may be modified without any prior notice and will be valid on the date of publication on the website.