

GENERAL SALES CONDITIONS

1. Applicability

1.1 These general sales conditions between LEDAL S.p.A. (hereafter named the Vendor) and the purchaser (from here on the Buyer) will apply exclusively to any current or future business relationship between the Vendor and the Buyer related to the sale of the products of the Vendor, as the integral part of each sales contract and/or order confirmation concluded by the parties - 1.2 Any order or acceptance of supplies at all times following the conclusion of this contract in any event constitute acknowledgment and acceptance of these terms and conditions without any further reservation. Eventual general purchase conditions that are in contrast with the present conditions are entirely rejected. - 1.3 Any references made to national or international contract regulation (Incoterms, Iso, etc...) is intended to such regulation in force at the time of execution of the contract.

2. Execution of the Contract

2.1 The contract is finalized (I) when the Vendor receives the order confirmation signed by the Buyer, and according to the conditions stated therein (II) with the execution of the order by the Vendor through the consignment of the goods to the carrier or the forwarder, if foregoing. The Contract is also to be considered as finalized, according to the present General Conditions, when the Buyer starts the fulfilment of the contractual obligations burdening on him. - 2.2 In case of differences between these General Conditions and the order confirmation, the latter prevails.

3. Terms

3.1 All prices are subject to changes until the order confirmation is received by the Buyer. The prices are to be considered net and do not include VAT, transport costs, insurance, custom fees, etc. - 3.2 The Buyer must pay the full amount even if he has placed a claim on the goods or he has started a proceeding, according to Italian law (art. 1462 c.c.) The Buyer is not entitled to set off his debts for supplies against any possible credit he may have toward the Vendor, unless such credits are judicially acknowledged. - 3.3 In the event of outstanding credits, the Vendor is entitled to apply default interests as provided by Italian law by decree no. 231/2002. The Vendor is also entitled to other remedies set forth by the applicable law. - 3.4 Should the Buyer not comply with the conditions of payment, here included delay in payment exceeding 10 days, the Vendor is released from the obligation to deliver, also with reference to supplies different from the one affected by such non compliance. The Vendor is also entitled I) to claim the immediate payment of all the due amounts, regardless of their expiry date, II) to other remedies set forth by the applicable law.

4. Delivery terms

Conditions, expenses and risks of the delivery are regulated by the order confirmation. Should the delivery be at Vendor's charge it is understood that the risks of loss and/or damage of the goods are borne by the Buyer starting from the moment when the goods have been identified, also if they are still at Vendor's premises.

5. Warranty

5.1 The Vendor warrants that the products supplied conform to what is stated in the order confirmation. -5.2 A tolerance in the quantity supplied of +/- 5% with respect to the amount stated in the order confirmation is accepted. With reference to the specifications of the products, are considered acceptable tolerance set forth by I) the rules of the textile synthetic and artificial fibres registered at the Biella (Italy), Chamber of Commerce, and II) the technical product data sheet. In case of differences the latter prevails. -5.3 The warranty for non conformity of the products is given with reference to the first quality products and for non conformities in materials and workmanship referable to the Vendor only. The warranty is given to products in their original condition i.e. before the Buyer has started any use, application or transformation of the products. -5.4 The Vendor's warranty is valid for 90 days from the delivery date subject to the goods being in their original condition. -5.5 The warranty consists of, at Vendor's discretion: I) substitution, free of charge, of the products proven to be non conforming; or II) reimbursement to Buyer for the invoiced price of the products. -5.6 The Buyer shall inform the Vendor, by fax or by registered mail with return receipt, of the products non conforming, outlining them in details and specifying his requests. Subject to foreclosure, such information shall be given within 8 (eight) days from the discovery. -5.7 Exception made for fraud or gross negligence, the Vendor's responsibility for the refund of whatsoever claim for damages, shall not exceed in any case the value of the non conforming products. The warranty set forth in art.5.1 substitutes I) any kind of responsibility for non conformity of the products, and II) any further express or implied contractual or legal liability. The Buyer is prevented from any further claim for damages, reduction of price, avoidance of the contract, or loss of products.

6. Technical details and application instructions.

6.1 All the products are manufactured in compliance with Italian law and regulation. Should the Buyer be located outside Italy, he shall be responsible for any differences in conforming to his national laws and regulations and shall I) bear any cost that may result, and II) hold harmless from any consequences the Vendor. - 6.2 Working instructions are outlined in detail in the product technical data sheets. The Buyer must obtain the necessary working instructions from the Vendor in case they are missing. The Vendor recommends avoiding any treatment in acid or alkaline bath even if such treatments give acceptable results in testing; therefore the Vendor is discharged from any liability.

7. Manufacturer liability.

7.1 Exception made for fraud or gross negligence, the Vendor is not liable for any damage that may occur to individuals or goods and that can be attributed to the sold products. Having stated the above, the Buyer is liable for any whatsoever liability in connection with the introduction of the products in the market, here included any damages to individuals or goods. The Purchaser shall hold the Vendor harmless from any whatsoever claim of third parties. -7.2 Moreover, the Buyer undertakes to adequately insure himself against any risk in connection with use, possession and custody of the products, without recourse towards the Vendor.

8. Force Majeure

In case of fires, collapses, floods, lacks in supplying, transport-disturbances, strikes, lock-out, stoppages by public authority or any other force majeure event that does not allow or in any way makes worse the fulfilment, totally or partially, of the Vendor's obligations, the Vendor can choose to postpone the products delivery for the whole period of the above mentioned event or to withdraw from the contract without any kind of costs.

9. Competent Court

For any dispute deriving from or in connection with the contract are competent the Torino (Italy) Courts only.

As an exception of what here above stated, the Vendor has the option to bringing the dispute at any other competent Law Court.

10. Applicable Law

This contract is governed by the Italian law. It is expressly excluded, by agreement of the parties, the applicability of even laws referring to the drawing up of the International Sales Contract or relative to the international Sales of movable properties.

11. Confidentiality

11.1 The parties acknowledge that the personal data communicated and / or exchanged even in the phase of pre-contractual information, have formed and will be handled in accordance with and for the purposes set out in the Law dated 31/12/96 number 675, and as future amended, and the D.Lgs. 30/6/2003, n° 196.

-11.2 The parties agree to maintain the strictest confidentiality with respect to any information, and commercial application of the products of the Buyer as they will become aware with this agreement.