

LINEAMEC S.R.L. S.U.
GENERAL TERMS AND CONDITIONS OF SALE
Version no. 2/2020

**These General Terms and Conditions
supersede all the previous ones**

Art. 1 GENERAL PROVISIONS

These general terms and conditions, available and accessible by the web address [URL:\http://www.lineamec.com](http://www.lineamec.com) of the homepage of LINEAMEC S.R.L. S.U. , govern all the current and future contracts of sale/supply between the Parties, subject to any specific exceptions promptly agreed in writing between the Parties. Any exceptions to this document agreed between LINEAMEC S.R.L. S.U. and its Customer apply only for a single supply to which they refer and shall not deprive this document of its effectiveness. Therefore, this document continues to govern the current and future relationships between the Parties except as specifically agreed in writing for the specific case. In no event, LINEAMEC S.R.L. S.U. could be considered a Contractor with respect to the Buyer as the Parties wanted to subordinate their relationship to the sale regulations (Art. 1470 and subsequent ones of the Civil Code) with express exclusion of the discipline of the contract (Art. 1655 and subsequent ones of the Civil Code) that may not be invoked by the Buyer even by analogy. Approving specifically the former Art. 1341/1342 of the Civil Code of this Article, the Customer waives to implement its general terms and conditions against LINEAMEC S.R.L. S.U. Srl and agrees that the Principal LINEAMEC S.R.L. S.U. can unilaterally change the content of these general terms and conditions to be applied to all the subsequent contractual relationships with the Customer.

Art. 2 PREPARATION AND PURPOSE OF THE CONTRACT

PURCHASE ORDERS. CANCELLATION OF PURCHASE ORDERS. NEW PURCHASE ORDERS AND ADDITIONS

The purchase orders must be sent by fax or email.

LINEAMEC S.R.L. S.U. will only accept written order proposals complete in every part of (name of the Buyer, address, VAT number, telephone, fax, any item code and so on).

The order proposals are not binding for the Seller and the purchase orders are accepted only after transmission of the offer by LINEAMEC S.R.L. S.U. Srl and subsequent written acceptance by the Customer that has to return the offer of LINEAMEC S.R.L. S.U. duly stamped and signed. The offer signed by the Buyer and held by the Seller prevails between the Parties. The acceptance of the order by LINEAMEC S.R.L. S.U. may also consist in its processing. Each change in quantity and type of product than the order confirmation signed by the Buyer must be previously accepted by the Seller. If the purchase order is not under production and, therefore, it's possible to apply the change requested by the Buyer, the purchase order will be subject to the order confirmation procedure (order - offer - accepted offer). The order of the Buyer is firm and irrevocable purchase proposal. No purchase order can be canceled without the written consent by the Seller LINEAMEC S.R.L. S.U. In any case, the Seller LINEAMEC S.R.L. S.U. has the right to claim damages against the Buyer for the cancellation of any purchase orders. All the purchase orders in addition to the main supply will always be subject to the general terms and conditions of sale. Additions to an order proposal related to the supply for which LINEAMEC S.R.L. S.U. agreed in writing special conditions derogating from some provisions of this general terms and conditions with the Buyer will be subject to the general rules of supply under this document, provided that there is no contrary intention, expressed in writing by the Parties. The Supplier can delegate the execution of part of or all the works covered by this Contract to third parties, subject to the joint and several liability towards the Buyer. In addition, the Supplier can also cede the credits arising from this contract to third parties. The prices agreed for the materials and any other service are not fixed and invariable until the completion of the supplies. This applies also for the cases of supervenient burdensomeness (as per Article 1467 for the supplies and Articles 1664 of the Civil Code for any other service), when such cases depend on the commercial, monetary or wage dynamics: the Buyer acknowledges and states to have taken into account of the above when sending its purchase order to LINEAMEC S.R.L. S.U. The drawings, including the final ones, prepared by LINEAMEC S.R.L. S.U. srl and its employees and related to the supply in question, remain the exclusive property of the company LINEAMEC S.R.L. S.U. and the Buyer must use them in a private and exclusive manner.

Art. 3 DELIVERY AND TERMS AND CONDITIONS OF DELIVERY

Deliveries may at any time be interrupted, suspended or canceled by the Seller, without any obligation for compensation. The Seller, in particular, will be able to cancel or modify the payment terms granted to the Buyer if the latter does not give the promised guarantees or if, at the discretion of the Seller, the commercial, economic and financial references of the Buyer, even if subsequent to the start of the supply, do not provide adequate assurance for its good end, or in case of non-payments even related to supplies other than those subject to suspension. In this case, the Buyer is obliged to pick up, if not already done, the items ordered paying their full price subject to the coercive execution set forth in Article 1515 of the Civil Code and the compensation of any damages.

If the Buyer requires the Seller LINEAMEC S.R.L. S.U. to directly deliver the supply, the risk and the transport cost will be charged to the Buyer that must pay their price to LINEAMEC S.R.L. S.U. before their delivery.

The delivery of goods does not provide in any case the unloading that must be performed by the Buyer.

The terms of delivery are only indicative and not mandatory and refer to working days from the date of acceptance by LINEAMEC S.R.L. S.U. Any delays on the timing agreed attributable to the Supplier, if less than 60 days, cannot give rise to compensation for damages or cancellation or reduction of the ordered items and the unexpected events, such as strikes, suspension of electricity, fire, transport difficulties, machine breakdown, raw materials supply shortage and so on, are cases of force majeure for the Seller. If the goods ordered are not delivered for reasons not depending on the Seller, the payment terms will commence equally from the submission of goods readiness notification. Moreover, the Buyer will cover the storage costs and the Seller will not be responsible for any fire or damage.

If, prior to their execution, the performance of the obligations of LINEAMEC S.R.L. S.U. has become - for whatever reasons unpredictable by an entrepreneur in the industry with normal experience - too burdensome in relation to the consideration originally agreed - so as to let the ratio being equal to or greater than 20% - LINEAMEC S.R.L. S.U. may request a review of contractual terms and conditions or, failing an agreement, declare the termination of the contract.

The material produced and not picked up for reasons not attributable to LINEAMEC S.R.L. S.U. will, unless otherwise specifically agreed by the Parties, invoiced at the end of the same month when the Seller notified the Buyer, net of transportation and any assembly.

Art. 4 TRANSPORT. PACKAGING AND RETURN

The goods travel at the risk of the Buyer unless otherwise agreed in writing. The goods are always delivered at the time of delivery by the carrier or freight forwarder and the contract is concluded always at the headquarters of the Seller even if the negotiations were conducted by Agents who must always be understood as having no representative power and cannot collect the consideration on behalf of the company. The dispositions of the second paragraph and the third paragraph of Article 3 above apply.

The packaging of the goods sold complies with the legislation on transportation by land, on vehicles and by sea. Packaging different from the standard one followed by the Seller will result in a higher price to be agreed at the time of the purchase order.

In the absence of specific agreements for special packaging, the Seller will pack the goods autonomously and the packing shall be recognized by the Buyer as performed in a workmanlike manner. The Seller will not accept any return of the packaging above, unless there are special arrangements for special packaging or pallets or other.

LINEAMEC S.R.L. S.U. does not accept RETURNED goods unless expressly authorized in advance and in writing by it.

If LINEAMEC S.R.L. S.U. authorizes in writing the return of products, they must be returned in their original packaging and must be placed on a properly numbered pallet. The returned goods must be accompanied by a bill of transport showing the quantity and description of the items returned. In the event of returns not authorized by LINEAMEC S.R.L. S.U. Srl, these will be rejected and returned at the expenses of the Sender that will cover the return costs.

Art. 5 COMPLAINTS. PAYMENTS AND LOSS OF THE TERM BENEFIT

To be valid, **CLAIMS** of any kind and those related to visible defects must be made by registered letter to be sent directly to the Seller' headquarters or by certified email within 8 (eight) days after the arrival of the goods, since this is a contract of sale and not a tender.

LINEAMEC S.R.L. S.U. reserves the right to change the technical and aesthetic characteristics of its products based on the evolving technology and without prior notice. It must however ensure in any case the quality of the material manufactured and sold.

When the Buyer will receive the material, it shall be deemed accepted and liked by the Buyer as certified by the signature on the delivery note. The acceptance will involve the quality as well as the number of parts and accessories. The Seller assumes no responsibility for shortages or alteration of the materials after delivery for any reason. The recipient agrees to thoroughly examine the goods upon delivery and to detect any differences or transport damage in writing. Any missing, damaged or tampered packs must be strictly specified on the delivery note of the goods before signing it by the recipient. A copy of this document can be promptly sent to the Seller LINEAMEC S.R.L. S.U. under penalty of forfeiture of the rights of the Buyer no later than three working days after delivery. LINEAMEC S.R.L. S.U. will not accept generic reserves. The recipient of the goods/items/products supplied by LINEAMEC S.R.L. S.U. shall be always deemed provided with the representative power of the transferee as per the purposes referred to in this Article.

Complaints against the invoice items must be made equally within 8 days from the receipt of the invoice, which will be issued within the period of the law or conventionally agreed between the Parties. In the absence of a specific written agreement on any delays, the payment of the consideration shall be deemed always "immediate upon invoice receipt".

Any conformity lacks that are not detectable following the inspection of the goods made upon delivery must be reported by the Buyer, subject to revocation, by registered letter or certified email to be sent directly to the Seller within 8 (eight) days starting from the moment when the goods have been made available.

Any other form to notify the existence of defects and/or lack of conformity of the goods purchased will not be suitable to stop the non-validity, if not made in the manners provided in paragraphs above.

There is no provision for compensation and/or any reimbursement to the Buyer for alleged damage caused by the stop of the system during the wait and the execution of the repair, whether made under warranty or under fee.

Payments are not valid unless made directly to the headquarters of the Seller and any delays will be subject to the interests of the law according to the provisions set forth in Art. 5 of Legislative Decree 231/02. The extent of the above-mentioned interest is to be considered conventionally applicable also to the Buyer not owing a VAT number and, in any case, to the

Purchaser acting for purposes unrelated to its business. Payments can never be suspended or delayed - even in part - for any reason and the Buyer cannot raise any objection before having properly and fully fulfilled with its obligation of payment. Pursuant to the former Art. 1460 of the Civil Code, the Seller can suspend the production of the material to be delivered and/or otherwise it can refuse to fulfil with the obligations imposed on it in every case of non-payment in full (i.e. a rate of the price if it's agreed on a deferred payment of the supply) of the consideration by Buyer also if it is related to supplies other than the ones subject of suspension. Compensation with any amounts due by the Buyer to LINEAMEC S.R.L. S.U. is not admitted except upon written consent of the Seller. After the payment terms provided on a purchase order, the Seller is authorized to issue a cash order without further notice and the related costs shall be borne by the Buyer. Any exemptions or tax breaks must be specifically notified by the Buyer when ordering, otherwise the Seller will charge the normal rates of Law. The signer of the purchase order is responsible for the payment of the supply even if ordered on behalf of third parties and severally with these. The signature on the purchase order obliges jointly the signer with the Buyer shown in the purchase order header with no time limits, in expressed derogation of Art. 1957.

In the case of installment payments, the failure to pay even a single installment will result in immediate and automatic loss of the benefit of the term for the successive installments with the right for the Seller to demand the full payment, also related to different purchase orders. The release of the bank effects and, more generally, of the debt securities and any commercial arrangements agreed between the Parties do not constitute novation of the original payment obligation.

Art. 6 RETENTION OF TITLE

Ownership of the goods/items/products supplied by LINEAMEC S.R.L. S.U. Srl is reserved to the Seller, with express prohibition for the Buyer to sell, alienate or incorporate in property the goods until full payment of the invoice, even if paid with promissory notes, that is, until their actual payment. In the event of default by the Buyer, the payments will benefit the Seller as compensation of costs for disassembly, material depreciation and transport, unless major damage and this notwithstanding the provisions set forth in Art. 1526 of the Civil Code without the possibility of reduction by the Judge. The Seller is authorized to bring the contract and the confidential agreement entered into with the Buyer to the attention of interested parties by means of the receipt of the proposed order. Subject to the compensation for damages, the Buyer is obliged to inform any entity about the existence of the confidential agreement in force.

Art. 7 OBLIGATIONS OF THE SELLER. CONTENTS OF THE WARRANTY

When specifically agreed in writing, the Seller LINEAMEC S.R.L. S.U. must manage the works at the premises and during assembly and must prepare the declaration of conformity of the materials purchased and sold based on the specific requests by the Buyer and/or the Law. The works management at the premises and during assembly is not a valid qualification for the application to the relations between the Parties of the rules on the tender rather than those on sale.

LINEAMEC S.R.L. S.U. ensures compliance of the materials to the specified quality, drawings, technical specifications or samples. In any case, these qualities will not be lower than those established by the official rules or standards applied by the authorized bodies to the quality brand. The Supplier guarantees the correspondence of the materials, their good quality and their normal behaviour. The Buyer will grant the Seller all tolerances of use on the dimensions and ancillary types of the material supplied. If the product supplied by LINEAMEC S.R.L. S.U. could not be used due to any defects in materials or other defects objectively attributable to the Seller, it undertakes to repair and/or replace it as quickly as possible or, in case of impossibility of repair and/or replacement of the product, to proceed to a reduction of the amount agreed. Any other right or claim does not belong to the Buyer. The extent of the reduction of the amount paid by the Buyer to LINEAMEC S.R.L. S.U. will never exceed 50% of the agreed price for the product disputed, and in any case the determination of the reduction will be submitted to the technical evaluation of third parties designated by LINEAMEC S.R.L. S.U.

LINEAMEC S.R.L. S.U. does not guarantee the compatibility of products with other products used by the Buyer.

Those complaints received in manner other than the one shown in Art. 5 "COMPLAINTS. PAYMENTS AND LOSS OF THE TERM BENEFIT " will not be taken into account. Any credit will be transferred only after that the Seller has authorized the pick-up and has received the claimed goods and checked the reasons of the complaint. If the analysis of the material returned and the complaint reasons were not attributable to the Seller, the Buyer shall not be entitled to any credit. All the items supplied by the Seller are guaranteed for quality and workmanship for 12 months from the date of delivery. No costs of repair performed by the Buyer in its own will be recognized without specific prior written approval of the Seller LINEAMEC S.R.L. S.U.

ART. 8 OBLIGATIONS OF THE BUYER AND FINAL TESTING

If the subject of the supply is material not series-manufactured by LINEAMEC S.R.L. S.U. and in any case in which the material supplied by LINEAMEC S.R.L. S.U. should be built in and/or otherwise used within the production layout of the Customer, the Buyer shall provide the Seller the proof of the adjustment of the tolerances, processing standards of its machinery and anything else upon the specific requests by LINEAMEC S.R.L. S.U. In any case LINEAMEC S.R.L. S.U. will not proceed to the manufacture and supply without the prior written approval of the final drawings that, duly countersigned, must be returned in original to the Seller within 10 days of their delivery to the Buyer. In case of rejection of the executive drawings by the Buyer, it cannot claim any difference between what executed with respect to what was designed and, in any case, the failure to achieve the performance expected from the machinery involved in the sale, always subject to the power of LINEAMEC S.R.L. S.U. to suspend the execution of the supply as per the former Art. 1460 of the Civil Code. All the final tests, including the performance one, of the material supplied and sold/purchased by LINEAMEC S.R.L. S.U. are borne by the Buyer, unless otherwise specified in writing in the purchase order. In such case, the consideration for the final testing carried out will not be included in the supply price shown in the purchase order and will be paid by the Buyer by wire transfer required in writing by the Seller. The declarations of conformity of the materials purchased and sold based on the specific requests by the Buyer and/or the Law and the certifications related to the final testing will be delivered by the Seller to the Buyer only when the entire price of the supply agreed in the purchase order will be paid.

The Buyer acknowledges that in the event of A) Supply of complete system: the responsibilities of the declaration of conformity and the application of the CE mark are the sole care of the Supplier LINEAMEC S.R.L. S.U.; B) Supply of a part of the system (the so-called "quasi - machine"): LINEAMEC S.R.L. S.U. will prepare the Manufacturer's declaration concerning the goods delivered. The identification of the Project Manager that will provide for the application of the CE mark on the entire work station, with the resulting costs, such as the preparation of the documentation are the sole care of the Buyer. The Supplier has always recognized the right to declare its inability to operate the machinery provided until the application of the CE marked or, otherwise, in the event that the Customer has not previously complied with the requirements of Article 3, paragraph 7, of Legislative Decree 17/2010 (the so-called "Machinery Directive").

Art. 9 INTERPRETATION. CHANGES

Each recall to the general terms and conditions or other information material of LINEAMEC S.R.L. S.U. refers to the documents in force at the time of the recall itself, unless otherwise specified.

Except as provided by these general terms and conditions, any changes made by the Parties to the contracts to which these general terms and conditions refer must be made in writing, under penalty of nullity. The exception to one or more provisions of these terms and conditions shall not be interpreted extensively or by analogy and does not imply willingness to waive the general terms and conditions in their entirety. Any ineffectiveness of one or more provisions of this document does not make ineffective the entire document that, notwithstanding the unenforceability of the invalidated clause, will continue to govern the current and future relationships between the Parties.

Art. 10 JURISDICTION. APPLICABLE LAW. DISPUTES

All the supplies and contracts concluded under the validity of these terms and conditions shall be governed by Italian law and assigned to the exclusive knowledge of the Italian Judge identified as shown in the following paragraph.

Any dispute relating to the interpretation, performance and termination of the contracts concluded under the validity of these general terms and conditions will be exclusively managed by the Justice of the Peace and/or the Court of Pordenone based on the contract value. All the other alternative and/ or competing Courts will be expressly excluded as per Article 18 and subsequent ones of the Criminal Procedure Code, even if the payment is agreed by cash order or promissory note/s domiciled at the debtor seat. The dispute cannot be derogated even by warranty call and for reasons of connection or communion.

AS ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS ABOVE

STAMP AND SIGNATURE OF THE BUYER

DATE

SPECIFIC APPROVAL OF PROVISIONS

The entity proposing the purchase order above declares to be perfectly informed about the general terms and conditions of delivery as per Ed. 1/2014 applied by LINEAMEC S.R.L. S.U. SRL (conditions that the entity proposing the purchase order declares however to be already known because it sees them on the [URL:\http://www.lineamec.com](http://www.lineamec.com)), specifically approving, by signing this document, the provisions of Articles 1 "GENERAL PROVISIONS", 2 "PREPARATION AND PURPOSE OF THE CONTRACT. PURCHASE ORDERS. PURCHASE ORDER CANCELLATION. NEW PURCHASE ORDERS AND ADDITIONS", 3 "DELIVERY AND TERMS OF DELIVERY", 5 "COMPLAINTS, PAYMENTS AND LOSS OF TERM BENEFIT ", 6 "RETENTION OF TITLE", 7 "OBLIGATIONS OF THE SELLER. CONTENTS OF THE WARRANTY", 8 "OBLIGATIONS OF THE BUYER. FINAL TESTING", 9 "INTERPRETATION - CHANGES", 10 "JURISDICTION - APPLICABLE LAW - DISPUTES" even under Articles 1341-1342 of the Civil Code.

STAMP AND SIGNATURE OF THE BUYER

DATE