

General Sales Conditions

Rev. 0 – 20/07/2016

Art. 1 - Contract regulations

1.1. These General Sales Conditions (hereinafter "GSC") of CONDUCTIX- WAMPFLER S.r.l, with legal headquarters in Agrate Brianza (MB), Italy, Via de Capitani no.14/16. (hereinafter "CONDUCTIX" or "Seller"), available for download in pdf format from <http://www.conductix.com>, shall, unless otherwise specifically agreed in writing, regulate all the sale and supply contracts with any buyers (hereinafter "Buyer"), both for the first supply (hereinafter "Products") and any subsequent supplies made to the same Buyer on the basis of subsequent orders forwarded to Seller, and accepted by the same by issue of appropriate Order Acknowledgement.

1.2. No existing general conditions of Buyer shall apply to the relationship between the parties, unless clearly stated in writing by CONDUCTIX. In this case, unless otherwise indicated in writing, they shall not exclude the application of these GSC, with which they will have to be coordinated.

1.3. All sales contracts between the parties, as well as these GSC, shall be regulated by Italian law or, in case of international sales, by the 1980 Vienna Convention on the international sale of movable goods.

1.4. Customs and/or practices applied between the parties shall not be binding for CONDUCTIX.

Art. 2 - Creation and object of the contract

2.1. The order issued by Buyer is a firm and irrevocable contract proposal.

2.2. The forwarding of an order by Buyer entails the immediate and full recognition, as well as the knowledge and the acceptance of these GSC.

2.3. Orders shall be considered as accepted subject to approval of CONDUCTIX, who reserves the right to provide it at its own exclusive and unquestionable discretion, upon receipt of the order proposal, by sending the corresponding order acknowledgement.

2.4. Notwithstanding the provisions of the previous article, CONDUCTIX shall only accept orders undersigned by Buyer and issued as follows: (a) on headed paper of Buyer, or (b) by fax on headed paper of Buyer, or (c) confirmed by Buyer with its own stamp and signature on Seller's official offer, or (d) by e-mail, which shall include an attachment issued as per letter (a). Acceptance of telephone orders shall be at the discretion of CONDUCTIX, and shall only be binding for CONDUCTIX if confirmed in writing.

2.5. Any orders received from Buyer not in accordance with a previous offer by CONDUCTIX shall be rejected, unless expressly confirmed in writing by CONDUCTIX.

2.6. CONDUCTIX reserves the right to accept orders for minimum quantities of 300.00 Euro. For orders of lower value, CONDUCTIX reserves the right to apply a fixed fee for administration handling costs.

2.7. CONDUCTIX shall be entitled to change and update at any time its own GSC, including any price lists and offers. In case of written offer, the conditions stated shall be maintained for Buyer for the specified time limit.

2.8. Any printing, writing and calculation errors in the offers, order acknowledgements or invoices issued by CONDUCTIX, identifiable with a normal level of due diligence, shall not be binding for Seller, who reserves the right to account for any differences at a later date.

2.9. The forwarding by CONDUCTIX of advertising material (catalogues, leaflets, price lists, or other product description material) not expressly containing the wording "offer", or any other equivalent term, shall not constitute a sale proposal and shall not commit CONDUCTIX in any way whatsoever.

The wording "without commitment", "subject to availability", "unless sold", or other similar wording included by CONDUCTIX in an offer, shall indicate that Seller is not bound by the terms of such offer, even in case of acceptance of the same by Buyer, unless in case of subsequent written acknowledgement, or compliant fulfilment by CONDUCTIX.

Art. 3 – Technical details and documents; samples

3.1. The technical details, sizes, characteristics, capabilities, colours, weights, prices and any other product characteristics found on the website, or in the technical and advertising material of CONDUCTIX (e.g. catalogues, prospects, circulars, price lists, drawings, technical data sheets, illustrations), as well as the characteristics of samples and models forwarded by CONDUCTIX to Buyer, are only indicative. These details are not binding unless they are expressly indicated as such in the offer and/or order acknowledgement issued by CONDUCTIX. Any third party declarations or advertising, shall in no way be binding for CONDUCTIX.

3.2. CONDUCTIX shall remain the exclusive owner of all intellectual and industrial property rights for the products supplied.

3.3. Together with the product, CONDUCTIX shall supply the related technical documentation that it will deem appropriate, or previously agreed with Buyer, in accordance with the regulations of reference.

Art. 4 - Responsibilities of the manufacturer

4.1. The products sold by CONDUCTIX are manufactured in accordance with current Italian and European Union regulations. Any specific technical requirements must be agreed beforehand in writing between the parties. In this case, Buyer shall be fully liable for any discrepancies between the Italian standards and those of the country of destination, relieving Seller of any liabilities.

4.2. CONDUCTIX shall only be deemed responsible for any damage to individuals or property caused by the products sold in case of proven serious negligence in the manufacturing of the same. Under no circumstances, it shall be deemed responsible for indirect or consequential damages, including, but not limited to, production losses or stops, or lack of revenue.

4.3. Notwithstanding the above, Buyer shall relieve CONDUCTIX of any actions from third parties based on responsibilities originated from the products sold, and shall reimburse any damages resulting from such claims.

Art. 5 – Delivery

5.1. Unless otherwise agreed in writing by the parties, CONDUCTIX shall deliver the products ex works at its plant of Agrate Brianza (Mb). Buyer shall be responsible for sending to the CONDUCTIX plant qualified freight forwarders previously appointed through appropriate contracts, with appropriate vehicles for the safe transport of the goods sold, and for taking charge of any costs. As an alternative, if requested in the order and confirmed in the order acknowledgement, CONDUCTIX may organise the transport of the products in the name and on behalf of Buyer, selecting the transport vehicle that it will consider more appropriate, unless specific instructions are provided by Buyer. Transport and packaging costs shall always be considered additional to the price of the products purchased and shall be debited to Buyer as separate items, unless otherwise agreed. All risks connected with the transport shall be borne by Buyer.

5.2. Product delivery terms are indicative and not imperative, and are expressly agreed with the clause "unless in case of unexpected circumstances".

5.3. The terms are calculated as working days from the date of completion of the individual sale transaction. Any changes or integrations to the order requested by Buyer may result in a new calculation of the terms, and the issue of a new order acknowledgement.

5.4. Irrespective of the delivery conditions confirmed, Seller shall be exempt from all responsibility for late deliveries, and from any direct and indirect damages as a consequence of a delay, unless in case of default or serious responsibility attributable to the same.

All responsibility for late supplies for the following reasons shall be rejected:

- a) Failure of Buyer to comply, in full or in part, with the payment conditions, with Buyer having the right to take advantage of the provisions of art. 1460 and 1461 of the Italian Civil Code. CONDUCTIX shall not be bound to start production until the obstacle has been resolved.
- b) Force majeure or unforeseeable circumstances;
- c) Failure of Buyer to forward within the agreed terms any technical details or free issue goods for processing that may be required for the completion of the products.

5.6. It is implicit that any complaints or claims shall not entitle Buyer to stop, or in any case delay, payments for the Products object of the complaints, as well as other supplies.

5.7. If Seller has authorised a total or partial return, the goods shall always be promptly returned in the same conditions as supplied, without damage, wear or tampering, or any other conditions not present at the moment of delivery. All the costs for the return shall be the sole responsibility of Buyer.

5.8. In case of ex works transports, or other delivery conditions for which the selection of the freight forwarder is the responsibility of Buyer, the same shall be responsible for ensuring that any vehicles arriving to the CONDUCTIX plant for the collection of the goods are appropriate for the transport ordered and the load, in good conditions and suitable for the type of transport requested. Should CONDUCTIX consider that the vehicle is not appropriate in terms of type of loading capacity, or other condition that may make circulation unsafe, the same shall be entitled to refuse to hand over the load, without the possibility for Buyer to issue any complaints on the matter.

5.9. Irrespective of the type of transport agreed, Buyer shall only send qualified freight forwarders, regularly registered with the National Register of freight forwarders or, in case of non Italian freight forwarder, possessing appropriate EU license, or other similar authorisation for transport. Buyer acknowledges that before loading the goods CONDUCTIX shall be entitled to check the regularity of the documentation of the vehicle sent for loading, the driving license of the driver, and any other vehicle documentation. In case of abnormality, CONDUCTIX shall reserve the right to refuse to hand over the load, without the possibility for Buyer to issue any complaints on the matter. In case of road legs as part of another type of transport (flight, sea, or multi-mode transport, etc.), the responsibility of Buyer shall be full and exclusive starting from the moment when the load is loaded on to the vehicle at the CONDUCTIX plant. Irrespective of the insurance cover, Buyer shall therefore be bound to the full payment of the price of the supply, even in case of damage or loss of the load before this is loaded on the vessel or the plane.

5.10. The loading of the vehicle sent by Buyer shall only be carried out by Buyer's personnel, using their own means. CONDUCTIX shall only be responsible for placing the goods, duly packed and palletised, on the loading dock. Under no circumstances, including when its own personnel takes part in the loading operations, shall CONDUCTIX take charge as loader, and therefore be held responsible in case of accident, damage to the goods, losses, wetting, crushing, that may occur during transport. All damage to goods shall be the sole responsibility of Buyer and the appointed freight forwarder, irrespective of the transport method.

5.11. Any insurance covers for the goods being despatched and transported required by Buyer shall exclusively be for the account of the latter, unless specifically agreed otherwise between Buyer and CONDUCTIX.

Art. 6 – Prices

6.1. The prices specified by CONDUCTIX in the offers, order acknowledgements and invoices (and any foreign currency value agreed, if the case), are based on the internal price list in Euro, exclusive of any VAT, in force on the day of the order acknowledgement, and on considerations made by CONDUCTIX.

6.2. CONDUCTIX invoices shall be deemed accepted if not disputed in writing by Buyer within 10 (ten) days of their receipt, after which any rights of complaint shall automatically be waived.

Art. 7 – Payment

7.1. Unless otherwise stated in writing, the agreed individual order price for the supply shall always be for delivery ex works at the CONDUCTIX plant. Payment methods and terms shall be those agreed beforehand with CONDUCTIX for the individual orders. Payments shall only be made to the own bank account of the same.

7.2 Under no circumstances, shall Buyer's payments be suspended or delayed, even in case of complaints issued against Seller. Any payment delays or irregularities shall authorise CONDUCTIX to stop the supplies, and/or terminate contracts, and/or cancel current orders, including those not relating to such payments, as well as to demand the reimbursement of any damages suffered. In case of late payments, interests to the levels indicated in Italian Legislative Decree no. 192/2012 shall automatically become due for all overdue payments.

7.3. Under no circumstances, shall Buyer be entitled to reduce or compensate the price with any credits due by CONDUCTIX, irrespective of their origins, unless agreed in writing by the latter. For the allocation of the payment, reference is made to the provision of art. 1193, paragraph 2 of the Italian Civil Code.

Art. 8 - Property reserve

8.1. Pursuant to article 1523 of the Italian Civil Code, in those cases when payments must be made, in full or in part, after delivery, the products delivered shall remain the property of CONDUCTIX until the agreed prices are paid in full.

8.2. CONDUCTIX shall retain the right to take back possession of any products sold with property reserve, and Buyer shall be responsible for all the costs, for which CONDUCTIX shall be entitled to retain as penalty any amounts received as payment. The property reserve extends to any products sold by Buyer to third parties, at the price of such sales, within the maximum limits permitted by the law of the country of the Buyer that regulates this clause.

Art. 9 – Warranty

9.1. Notwithstanding the provisions of article 1490 and subsequent of the Italian Civil Code, and unless otherwise agreed between the parties, CONDUCTIX guarantees that its products are exempt from faults and defects for a period of 12 (twelve) months starting from the date that they are handed over to the freight forwarder. The goods covered by warranty shall be sent by Buyer for repair, after allocation of an RMA number by CONDUCTIX, free delivered to the plant of the latter. Once repaired, they will be made available to Buyer for collection, also from the CONDUCTIX plant.

9.2 In case of need of intervention by CONDUCTIX on products covered by warranty, they shall be delivered by Buyer to the premises of the same. Only in some residual cases, shall CONDUCTIX reserve the possibility of carrying out such interventions at the location of installation of the products at the user's premises. In these cases, CONDUCTIX reserves the right to send an appointed representative within 15 (fifteen) days from the request. Buyer shall ensure that the material object of the intervention is fully accessible and available for repair, without the need of intervening on equipment or structures not provided by CONDUCTIX. It is implicit that the warranty, if applicable, shall only cover for material costs and the man hours required for the elimination of the defect. All personnel travel costs shall only be payable by Buyer.

9.3. The warranty shall not apply to products the which defects are due to: (i) transport damage; (ii) negligent or improper use of the products by the customer; (iii) incorrect storage of the products, inconsistent with the instructions; (iv) incorrect installation of the products by Buyer.

9.4. Upon arrival of the load at destination, Buyer shall carry out a quantity and quality check. In case of clear defect, Buyer shall issue a reserve for the freight forwarder. Following the reserve, Buyer shall notify, under penalty of invalidation, CONDUCTIX of the defect within 8 (eight) days from delivery, or within 8 (eight) days from the discovery of hidden faults or defects, or not later than 30 (thirty) days from the date of delivery, for any faults or defects impossible to detect by a person with average capabilities.

9.5. Complaints must be made in writing and must provide a detailed explanation of the faults or non-conformities, as well as the relevant CONDUCTIX invoice, transport document or order acknowledgement references, or the product identification plate details, where applicable. Photographic evidence shall also be provided, if requested by CONDUCTIX. Incomplete complaints shall not be processed.

9.6. In case of fully or partially unjustified complaints, Buyer shall compensate CONDUCTIX for all the costs sustained for their assessment.

9.7. In any case, Buyer shall not be entitled to the application of the warranty terms if the price of the products has not been paid in accordance with the agreed terms and conditions, including if the failure to pay the due price at the terms and conditions agreed is for products other than those for which Buyer wishes to enforce the warranty. The receipt of the payment, including outside the terms, shall result in the reinstating of the validity of the warranty until its original expiry.

9.8. CONDUCTIX shall not be held responsible for any damages whatsoever resulting from, and/or connected with, product defects. In any case, CONDUCTIX shall not be held responsible for any indirect or consequential damages of any nature whatsoever, such as, as a way of example, reimbursement for damages, line stop, loss of revenue, etc.

Art. 10 - Force majeure

10.1. In case of force majeure events (including but not limited to: full or partial lack of supply and raw materials, significant or unpredictable increase in the price of the same, fire, collapse, flooding, transport disruption, strike, closures, or other events that might reduce the production capacity of CONDUCTIX, or prevent transports between the CONDUCTIX plant and the product destination), CONDUCTIX shall have the right to an extension of the delivery terms, to be agreed between the parties, subject to prompt notification of such event to Buyer. Should the force majeure

situation continue after the extension, Buyer shall have the right to terminate the contract, notifying CONDUCTIX by recorded delivery with acknowledgement of receipt, to be forwarded in advance by fax or e-mail. Under no circumstances, shall CONDUCTIX be liable for any reimbursements to Buyer for any direct or indirect damages, connected or resulting from the delay or the failure to fulfil the contract.

Art. 11 Termination

Seller reserves the right to terminate the contract and/or the single order, should it become aware of circumstances that may put at risk the solvency of Buyer for the payment of the price within the agreed terms.

Art. 12 – General dispositions - Applicable law - Competent tribunal

12.1 The agreed location for the fulfilment of the contract, the payment of the price, and the fulfilment of all the obligations resulting from the legal relationship between CONDUCTIX and Buyer, is Agrate Brianza (MB), Italy.

12.2. These general sales conditions, as well as the individual supplies of products by Seller to Buyer, are regulated solely by Italian Law; the United Nations Convention of 11th April 1980 on the sale of movable goods (**Vienna Convention / CISG**) shall only apply if its provisions are not in contrast with these general sales conditions. For the purpose of the interpretation of the delivery conditions and any other commercial terms used by the parties, reference is made to **INCOTERMS 2000** issued by the International Chamber of Commerce, taking into account the discipline of these general sales conditions.

12.3. The completion of the contract - and in particular the agreement on the competent tribunal and the inclusion of these general sales conditions -, as well as the rights and duties of the parties - including pre-contract responsibilities and additional obligations -, and its interpretation, are solely regulated by these GSC, the Italian Civil Code and, for whatever not contemplated by them, the Vienna Convention.

12.4. For any disputes on the conclusion, validity, interpretation, execution and termination of the supply and the contractual relations resulting from these GSC, the competent judicial authority shall solely be the Italian Judicial Authority, and in particular the Tribunal of Monza. The parties explicitly exclude the competence of any other jurisdictions, or any other concurrent Tribunals.

12.5. These general conditions are issued both in Italian and in English. In case of discrepancies between the two versions, the Italian language version shall apply, which shall be considered as the valid one for the purpose of their interpretation.

Art. 13 – Confidentiality

13.1. All CONDUCTIX production and commercial information acquired by Buyer during the supplies (including but not limited to: technical information, drawings, specifications, commercial conditions), including any information not covered by industrial property rights, shall be treated as essentially confidential and shall not be used or disclosed without previous written authorisation.

Art. 14 – Final disposition

14.1. All communications between the parties shall be forwarded to their addresses indicated in the commercial correspondence. All communications, declarations, notifications etc., shall be in Italian language. In case of foreign buyer, they shall be in English language, unless otherwise agreed between the parties.

14.2. Any omission of CONDUCTIX at any time to: a) demand the application of any provisions of these GSC, or b) request at any time that Buyer complies with any provisions of these GSC, shall not be deemed as a present or future waiver of such provisions, and shall have no effect whatsoever on the right of CONDUCTIX to demand the application of such provision or compliance with the same in the future. The express waiver by CONDUCTIX of any of the provisions of these GSC shall not prevent it from demanding that they are complied with by Buyer in the future.

Place and date

Buyer's Signature

Pursuant to and in accordance with art. 1341 of the Italian Civil Code, following careful assessment of the above sales conditions, Buyer hereby declares to expressly agree to the following articles: Art. 2 (Creation and object of the contract); Art. 4 (Responsibilities of the manufacturer); Art. 5 (Delivery); Art. 7 (Payment); Art. 8 (Property reserve); Art. 9 (Warranty); Art. 10 (Force majeure); Art. 11 (Termination); Art. 12 (Applicable law and competent tribunal).

Place and date

Buyer's Signature
