

Agreed that all the sales that will be done from Moveco srl to your Company/Society (hereafter so called "Buyer") will be ruled by the General Terms and Conditions of Sale, as detailed below that are completely accepted by yourself, also as per arts. 1341 and 1342 of the Civil Code, by the double signature done at the bottom of this document.

### **General Terms and Conditions of Sale of Moveco srl**

1. All sales are done by Moveco srl (hereafter called "Seller") following these stated General Conditions, so that in the relationships with Moveco srl, no other terms will be valid, either handwritten, typed and/or printed, coming from the Buyer. Any eventual modifications even if partial to the present General Conditions must be written, agreed, approved and countersigned by Moveco srl.

2. The P.Orders are intended as accepted only after a written Order Confirmation has been issued by the Seller, since all its agents, sellers, or any other distributors and persons have no representative powers. The Buyer is committed to keep fixed and irrevocable his buying proposal for 15 days from its date of shipment, as stated in Art. 1329 Civil Code. In case the confirmation contains new or different elements, other than those stated in the order, the same will be considered as accepted if written notes from the Buyer are missing within seven (7) days from the shipment of that confirmation from the Seller.

3. The goods sold are any way considered as delivered by the premises of the Seller. The delivery of the sold goods will be considered as done any way (so that both the price and the warehouse costs will be due to the Seller) after ten (10) days from the advice of the goods being ready, when the collection of those goods is at charge of the Buyer and he has not taken care to collect them.  
But on the other hand the Seller can instead withdraw from the contract following what is stated in the following Art.16. In such case the Seller will keep as compensation (even outside and on the contrary of art.1526 of the Civil Code) the amounts eventually already cashed, excepting the refund of the possible higher damage.

4. The risks for the deterioration, damaging, stealing of the goods sold, is transferred to the Buyer when those are loaded onto the transport vehicle by the factory of the Seller, even if the Parties agree by writing the delivery as free at destination

5. The delivery terms are not binding and, if the delivery is agreed ex works of the Seller, those terms are fulfilled at the moment when the goods are delivered to the Forwarder.  
The Buyer acknowledges to the Seller the possibility to make advanced deliveries as well as partial deliveries, according to qualities, models and types, by Buyer's own decision.  
Act of God, circumstances beyond one's control, including all strikes, suppliers' issues on the materials to be used in the manufacture of the sold goods, difficulties raised from the producers of the products to be used and/or of the transportation Companies, damages or stealing in the production plants, warehouse and so on, cannot allow to raise any request for refund from the Buyer, the Seller, in such occasions can communicate the new possible delivery terms.

6. Any eventual claim referring to the goods sold has to be done by a registered letter with receipt advice, addressed to the legal seat of the Seller, valid only subject to being received within 8 days from the delivery date, not later, otherwise the Claim cannot be valid and accepted. The goods have to be held at Seller's disposal, in the original condition, for the necessary inspection, otherwise the Claim cannot be valid and accepted.  
Eventual hidden defects of the goods must be reported from the Buyer, subject to being no longer valid, by a registered letter, addressed to the legal seat of the Seller, within the terms of 8 days and not later, from the receipt of the goods, any way after the 5<sup>th</sup> day from the delivery date all eventual defects are considered as recognizable. Any way all the necessary inspections and controls must be allowed, on the goods sold, by man in charge of inspection from the Seller, otherwise any right to raise any claim will be dropped.

The liability of the Seller will be, any way, limited to the repair and/or eventual substitution of the sold goods. So that it is excluded any right of the Buyer to ask for the cancellation of the contract neither the reduction of the contract nor the reduction of the price as well as the refund of eventual damages. The Seller doesn't take any responsibility for any damages occurred during the use or the work, applications, assembly of the sold goods, even if combined among them; this is valid also in the possibility of legal actions against the Buyer.  
Every claim related to what stated in the invoice must be communicated by registered letter with delivery note, that must reach the legal seat of the Seller within 8 days from the invoice's date.

7. Catalogues, samples and technical documents eventually delivered from the Seller to the Buyer have only indicative purpose. The Buyer cannot raise any claim in case of any discrepancies between what is featured in those illustrative materials and the goods sold, even in case of combination and/or assembly of products featured in the catalogues.

8. Payments must be done directly to the Seller to his seat in 28075 Grignasco (NO) as his agents, salesmen or other appointees, have no permission to cash money, if not by a specific written authorization from the Seller.  
The eventual issue of bills or drafts to the seat of the Buyer doesn't mean the change of the seat of payment.

9. The times of payments are established from the date of the invoices. In case of delayed payments the Buyer loses the agreed terms, so every credit towards him become immediately due.  
Besides the Seller can hold without any previous advice, the eventual furthermore deliveries of goods to the Buyer, even if corresponding to another different contract of sale. The late payments allow the right of the Seller to charge the Buyer for the interests as per the official interest rate increased by the 5% in addition to the refund of the eventual greater damage.

10. The Buyer has to do the full payment of any invoice and is not allowed, for any reason, to do any compensation and/or deductions if not with the written approval in advance by the Seller. The Buyer cannot raise any exception in order to avoid or to delay the payments. Any eventual claim has to be raised by the Buyer under separate seat. For no reason any return of goods will be accepted, even if partial, without the written authorization in advance by the Seller.

11. The Seller, notwithstanding the existing provisions of the contract, can ask for different terms of payment or hold the delivery of the goods sold or even cancel the order confirmed, being any way exempt from any responsibility for the eventual damages, in case the references about the financial situation of the Buyer are such as to raise doubts on the fulfilment of his obligations.

12. Until the complete payment of the price as established, the goods are property of the Seller.

13. The missing payment at the due date, of one instalment, besides dropping any way for the Buyer the benefit of the terms for the future eventual instalments, will give right to the Seller to terminate the contract at once, giving written notice. In such a case the Seller will have the right, besides the return of the goods delivered, with all costs also for the transports at full charge of the Buyer, to retain the money already paid by the Buyer, as a compensation for the eventual use of the goods as well as refund for the damage, keeping the right to require the eventual greater damages.

**14.** The Seller can terminate the contract of sale effective at once, giving written notice by registered letter with advice of receipt in case of insolvency, bankruptcy, assignment of property to creditors, transformations, merger, liquidation, concurrence of creditors, involving the Buyer.  
The Buyer must inform at once the Seller when any of the above situations happens.

**15.** Keeping firm the right of cancellation effective at once as per the previous points 15 and 16, in case of breaking by the Buyer of anyone of the obligations put at his charge by the here detailed conditions, the contract of sale will be terminated for all legal purposes, within 15 days from the receipt of the intimation foreseen at the article 1454 of the Civil Code, if the Buyer, who resigns from now to claim the lean importance of the default, has not obeyed to the intimation giving correct demonstration to the Seller within that limit. Is firm any way the right of the Seller to get the refund of the damages. The eventual tolerance from the Seller about one or more defaults of the Buyer, for any length of time, cannot be considered as a renunciation of the Seller to make himself heard for furthermore defaults, through the laws and the present conditions

**16.** The Buyer cannot modify or delete, on the goods bought from the Seller, the trade marks (both registered or not) of the Seller, as the Buyer cannot add on those goods any other marks.  
The Buyer cannot any way use the marks of the Seller, if not duly authorized in advance, by writing by the Seller, even to define his activity.

**17.** The signature at the bottom of this document, means the complete approval of the products, of the quantities, of the prices as well as of all the additional terms and conditions as specified in the P. Order's Confirmations when enclosed.

**18.** The contract of sale is regulated exclusively by the Italian Law, the same will be under the exclusive right of the Italian Jurisdiction. In case of disputes, claims or breakings concerning the contract of sale, the exclusive competence will be of the Court of Novara Italy, but with the possibility of choice for the Seller of any other Court, with competence under the general rules

The Buyer, also according to and for the effects as per art. 1341, 1 paragraph Civil Code, declares to have carefully read the above detailed General Sales Terms and Conditions of Moveco srl.

**Date, stamp and signature.....**

The Buyer furthermore declares to approve and to confirm in detail, according to and for the effects as per the arts. 1341 2<sup>nd</sup> paragraph and 1342 2<sup>nd</sup> paragraph of the Civil Code, the clauses of the articles stated here below, being part of the above itemized General Terms and Conditions of Sale of Moveco srl.

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|-------------|-----------------------------------------------------------------------------|
| - Art. 3    | Delivery                                                                    |
| - Art. 4    | Risks of deterioration, loss and so on.                                     |
| - Art. 5    | Terms of delivery.                                                          |
| - Art. 6    | Claims and limit of liability.                                              |
| - Art. 7    | Catalogues and samples.                                                     |
| - Art. 9.10 | Delays in payments and Interests.                                           |
| - Art. 11   | Various payment modality, right to withdraw and/or to hold the performance. |
| - Art. 12   | Reservation of property.                                                    |
| - Art. 13   | Cancellation ipso jure.                                                     |
| - Art. 18   | Court with competence.                                                      |

**Date, stamp and signature.....**