

SALE GENERAL TERMS AND CONDITIONS

1 – General

- 1.1 Sale general terms and conditions reported below are applicable to any order received by MA-TER S.r.l. and are an essential part of the order. Possible changes to these clauses as well as possible special conditions shall be expressly agreed in writing, otherwise they cannot be applied.
- 1.2 MA-TER S.r.l. does not accept purchase terms and conditions from customers and considers not applicable terms and conditions other than these sale terms and conditions.

2 - Orders, cancellations and suspensions

- 2.1 Written orders received from customers shall be considered valid and binding for parts only after order written confirmation by MA-TER S.r.l.
- 2.2 All telephone or oral orders as well as orders carried out through agents are to be confirmed in writing by MA-TER S.r.l. to be considered valid and binding.
- 2.3 It expressly agreed that offers are not binding also in case of order compliant to offer.
- 2.4 The Customer can cancel orders within and not beyond eight days from the order written confirmation by MA-TER S.r.l. and commits to pay to MA-TER S.r.l. costs possibly born by the same up to then to meet the order and/or to pay the amount for the products possibly already made by the same.
- 2.5 Orders can be suspended by the Customer once within their validity and for a maximum period of two months, without prejudice to the obligation for the customer to pay to MA-TER S.r.l. possible charges to be born for the suspension.
- 2.6 In case of orders that foresee subdivided deliveries the customer can ask, with written communication to be sent to MA-TER S.r.l., to require the rescheduling of the subdivided deliveries without any obligation, from MA-TER S.r.l. to accept such request.

3 Prices, payments, terms and delivery methods, delay, order cancellation, termination, prohibition to offset or to assign the debt.

- 3.1 Sale prices are in Euros and considered VAT excluded where applicable and are fixed and unchanged for the quantity identified in confirmed order and only and exclusively for the period identified as delivery term.
- 3.2 Payments shall be made at expiries identified in the order confirmation. In case of delay in payments, MA-TER S.r.l. shall apply penalty interest rates envisaged by Legal Decree 231/02 without obligation of default notice and shall suspend deliveries even if already confirmed until due payment.
- 3.3 Unless otherwise agreed in writing between the parties, the products shall be delivered Ex-Works according to Incoterms 2010, in Pessano con Bornago (MILAN), Via Torricelli 8.
- 3.4 MA-TER S.r.l. shall do its best to comply with delivery terms agreed in each order, without prejudice they are not binding. Possible delays in delivery cannot lead to claims or give rise to cancellations or order reduction and in any case cannot lead to claim damages.
- 3.5 In case products are not picked up at the agreed date, MA-TER S.r.l. in addition to the payment of the products, can require the payment of warehouse costs.
- 3.6 In case products are not picked up within 30 days from the agreed pickup date, the contract is considered terminated for default or cause of the customer with obligation of integrally pay the amount due plus warehouse costs.
- 3.7 In any case the customer shall not have the right to withhold money at any title and due to MA-TER S.r.l. and/or to delay and/or not to execute payments for the supply due to faults and/or defects reported even if acknowledged by MA-TER S.r.l. and/or to offset possible debts of MA-TER S.r.l. with credits of the same for any title, reason and/or cause.
- 3.8 The Customer cannot assign its debt to third parties without the express written consensus to such assignment by MA-TER S.r.l.

4 -Tolerance of the supply

- 4.1 MA-TER S.r.l. shall, for any reason concerning production, deliver a quantity lower or higher than 5% every 100 pieces ordered without this accounts for a contract default or can bring the customer to require a price change.

5 –Quality

- 5.1 Products shall be made in compliance with the better quality standards available from time to time according to state of the art and technology.

6 – Guarantee

- 6.1 MA-TER ensures the products made are free from faults and are made in compliance with customer's requests.
- 6.2 MA-TER ensures the good operation of the product according to the use declared by the customer.
- 6.3 MA-TER is not responsible for any change of the product made by the customer and it is not responsible for any problem the customer might encounter in using the product along with products made by other parties if not previously declared and/or without having complied with instructions supplied by MA-TER.
- 6.4 The customer is responsible for the product custody.
- 6.5 It is expressly agreed, in any case, that the customer is the only responsible for the compatibility of the product with the use declared by the customer and for the purpose it was selected for.
- 6.6 The guarantee is provided for two years from the delivery of each product.
- 6.7 MA-TER, in any case can be called only to replace faulty products or, at its discretionary selection, to refund the amount received for the faulty products and not to refund any other business damage.

7 -Faults report

- 7.1 The customer shall report possible faults and/or defects of individual products within and not beyond eight days from their delivery or within and not beyond eight days from the discovery of faults and/or defects in case of hidden defects.
- 7.2 Faulty products or which are reported to be faulty, shall be kept by the Customer and made available to MA-TER for possible analysis and cannot be destroyed without the prior written consent of MA-TER.
- 7.3 Reports of defects shall be made in writing and provided with photo documentation.

8 -Force Majeure

- 8.1 MA-TER is not responsible for any defect, fault, delay in executing or default due, related, deriving and connected to force majeure.

9 -Applicable Law and Competent Courts

- 9.1 These sale general terms and conditions and relating contracts are exclusively governed by the Italian law.
- 9.2 The Courts of Milan shall be competent for ruling in case of dispute in executing, terminating, constructing and/or apply these sale general terms and conditions and relating sale contracts.

Pessano con Bornago

MA-TEAS.r.l.

the Customer

Pursuant and for the effects of articles 1341 and 1342 and subsequent, the following articles are specifically approved in writing: 2 Orders, cancellation and suspensions; 3 Prices, payments, terms and delivery method, delay, termination and prohibition to offset and to assign the debt; 6 Guarantee; 7 Faults report; 8 Force Majeure; 9 Applicable Law and Competent Courts

PessanoconBornago, _

MA-TERS.r.l.

the Customer