

LAVORGOMMA S.r.l.

General conditions of Sale

1. General provisions

"Supplier" in accordance with these General Terms and Conditions of Sale applies to Lavorgomma S.r.l. Unipersonale that is based in via Molino 9/10 - 61026 Belforte all'Isauro (PU).

"Product", in accordance with these General Conditions of Sale must be understood as the material supplied by the Supplier and produced in accordance with the technical description requested by the Buyer;

"Buyer", in accordance with these General Conditions of Sale, must be understood as any company that purchases the Product from the Supplier to resell it to third parties in the context of its commercial activity.

"Intermediate Buyer", in accordance with these General Terms and Conditions of Sale, must be understood as any company that buys from the Buyer the single or assembled Product to resell it to third parties.

"Final Buyer", in accordance with these General Terms and Conditions of Sale, shall mean any end user who purchases the Single Product or assembled by the Buyer or Intermediate Buyer.

"Order Confirmation", according to these General Terms and Conditions of Sale, shall mean the purchase order of the Product accepted by the Buyer, with the prices, terms and methods of payment and delivery times indicated .

2. Supply

The supply includes only what is specified in the Supplier Order Confirmation at prices and in the quantities indicated in it and is governed by these conditions.

For all the "Order Confirmations" of the "Buyer" subsequent to the signing of the above mentioned, all the clauses contained in it are fully effective.

These general conditions of supply prevail over the conditions of sale of the Buyer and any special provisions in derogation must be agreed and signed by both parties.

The Order Confirmation must be sent to the Supplier in writing by e-mail or fax and the order is deemed accepted upon receipt of the Order Confirmation.

3. Industrial information

Any design, project, document or technical information, and any other information transmitted or communicated, even verbally, to the Buyer, before or after the conclusion of the contract, (collectively referred to as "industrial information") remain the exclusive property of the Supplier and may be used by the Buyer only within the limits necessary for the correct execution of the contract. In particular, such industrial information cannot be exploited by the Buyer, copied or reproduced, transmitted, communicated or disclosed to third parties without the prior written consent of the Supplier. The Purchaser agrees not to construct, for third parties, products made on designs owned by the Supplier.

4. Prices and terms of payment

Prices, terms, payment methods and delivery times are those indicated in the Order Confirmation.

Non-compliance with the deadlines for payments that authorizes the Supplier will lead to suspension of production and delivery of orders in progress, even when the non-payment follows a complaint about the conformity of the Product.

5. Warranty for defects and limitations of liability

The Supplier is not aware of the final use of the assembled product and ensures that the product will be manufactured in accordance with the technical description requested by the Buyer, remaining solely responsible for the intermediate buyer or final buyer's account.

Compliance must be verified within 8 (eight) days from the delivery. Once this term has expired without the Buyer having reported in writing the existence of defects and / or lack of conformity, the product is deemed to be accepted and compliant.

Any complaint of late defects will be ineffective.

Regarding this, the values declared by the Supplier in the Product data sheets are merely indicative and the Buyer will be held within 8 days of delivery and verify the actual values. If, as a result of this verification, a deviation of more than $\pm 10\%$ is found between the declared value and the actual value or the different tolerance indicated in the technical

documents if requested, the Buyer must immediately inform the Supplier that, at its discretion, it will be held to replace the Product without delay or to reimburse its economic counter value.

In the event that, despite the negative verification and even if such verification is not carried out within 8 days from the delivery, the Buyer sells the Product to the Intermediate Buyer or to the Final Buyer, the Supplier will not be obliged to replace the Product or to reimburse its economic counter value. Furthermore, the recoverability of the direct, indirect and consequential damages from the Buyer, Intermediate Buyer or the Final Buyer is always excluded.

The Buyer shall, in any case, always be obliged to relieve the Supplier from any damage request by the Intermediate Buyer and the Final Buyer.

6. Confidentiality

With regard to this contract and the information exchanged or to be exchanged between the parties for the purposes of this contract and its actual implementation will be strictly confidential. The existence and the content of this contract and, in concrete, the operation that is the object, will be treated by the parties as strictly confidential and will not be given any news to third parties, or related companies, even indirectly, unless prior written agreement between the subjects mentioned in the epigraph. Regarding the operation agreed upon and regulated by this document and all the annexes, the information can be communicated jointly by the parties, in written form or/and in the manner that they will agree upon.

7. Jurisdiction

For all disputes that may arise in relation to the interpretation and execution of this contract, the Court of Urbino will be competent.

Read approved and signed in Belforte - _____, on _____

SUPPLIER

CUSTOMER

LAVORGOMMA S.r.l. UNIPERSONALE

(The legal representative)

Alessandro Mariotti

For the purposes of art.1341 Italian Civil Code the parties declare to have agreed and to unconditionally and explicitly approve the clauses contained in the following articles:

Art. 2 (*Supply*); Art. 3 (*Industrial Information*); Art. 4 (*Prices and terms of payment*); Art. 5 (*Guarantee for defects and limitations of liability*); Art. 6 (*Confidentiality*); Art. 7 (*Jurisdiction*)

SUPPLIER

CUSTOMER

LAVORGOMMA S.r.l. UNIPERSONALE

(The legal representative)

Alessandro Mariotti
