

GENERAL SALE CONDITIONS

INTERLAM S.R.L.

1. (GSC and Applicable Law)

1.1 These General Sale Conditions ("GSC") shall apply indefinitely and govern any contract - as better defined below ("Contract(s)") - which Interlam S.r.l. ("Seller") will enter into from time to time with the Purchaser for the sale of agricultural and forestry equipment and related components and accessories ("Product(s)").

1.2 The full text of the GSC is available online at www.interlam.it. The Seller reserves the right to amend these GSCs, provided that any amendment shall be deemed effective from the date of publication on the aforementioned website.

1.3 All Contracts entered into by the Seller from time to time shall be governed by the GSC and by Italian law ("Applicable Law"); being the Vienna Convention on Contracts for the International Sale of Goods, 11 April 1980, and/or other conventions, treaties and uniform and/or conflicting laws in force in relation to international sales are excluded.

2. (Formation of the Contracts)

2.1 The Contract is deemed executed upon acceptance - by the Purchaser - of the purchase order proposal ("Order Proposal") issued by the Seller. In particular, the Contract is entered into by the Purchaser by means of exact confirmation - analogue or digital - of the Order Proposal ("Confirmation"). Until receipt of the Confirmation by the Seller, offers and quotations communicated by the Seller or its agents, representatives and auxiliaries shall not be binding on the Seller.

2.2 Any general terms and conditions of the Purchaser shall never apply, even in part, unless expressly accepted in writing by the Seller. Any conclusive behaviour of the Seller shall not be relevant for this purpose. Therefore, any conditions referred to, even in writing, by the Purchaser in any documentation and/or commercial communication made known to the Seller at any stage of the contractual negotiations shall not be binding on the Seller. Nor shall Seller's performance, even in part, of the Order Proposal be construed as tacit or implied acceptance of any general terms and conditions of the Contract which have not been expressly accepted in writing by Seller.

2.3 The Contract shall be deemed to be executed when the Seller receives an unaltered Confirmation of the Order Proposal - within the time specified therein - duly signed by the Purchaser for acceptance or when the Seller has delivered the Products to the Purchaser prior to receiving the Confirmation or the Contract is otherwise executed by the Seller's conclusive behaviour. In any event, any oral agreement relating to the sale of Products shall not bind Seller unless confirmed by Seller in writing.

2.4 Each Order Proposal shall indicate the technical specifications of the Product, prices, delivery times and all other special purchase terms and conditions.

2.5 The GSC shall apply along with the terms and conditions of the Order Proposal and, therefore, to the Contract

executed between the Parties. In the event of a conflict, the special terms and conditions of the Contract shall prevail over the GSC.

2.6 The Purchaser shall be deemed to be aware of the content of the GSC upon receipt of the Seller's Order Proposal.

2.7 The Purchaser may only revoke a Confirmation - before the Seller has begun to perform its contractual obligations - by written agreement with the Seller.

2.8 If the Products are manufactured according to the Purchaser's instructions and the Purchaser revokes the Confirmation for reasons not attributable to the Seller, the Seller may charge the former for the costs incurred in designing the Products and executing the Order Proposal, in addition to the cost of components purchased for that purpose until the time of receipt of the notice of revocation.

3. (Products)

3.1 The configuration and technical and performance characteristics of the Products shall be exclusively those indicated on Interlam's website under the "Catalogo" section ("Standard Products") or, alternatively, those defined from time to time by virtue of the conclusion of specific Contracts subject to the GSC.

3.2 The requirements of the Products shall be carried out in accordance with the Applicable Law. Any special needs, requirements, performance standards of the Products shall be expressly requested in writing by the Purchaser and agreed in the Contract; in respect of such special requirements, the Purchaser shall be responsible for the suitability of the Products for their intended use and their compliance with the laws and regulations of the place where they are to be used. In this case, the Seller reserves the right to have the technical drawing and/or the technical design and/or the sample approved in writing by the Purchaser before the start of production. Any cost related - by way of example but not limited - to the manufacture of components, certificates, laboratory tests in connection with the manufacture of customized Products other than Standard Products shall be borne by the Purchaser. Any cost related to the modification of the Products in order to differentiate them from the Standard Products or the technical drawing and/or the approved sample shall be borne by the Purchaser.

3.3 It is understood and agreed that the Products - once delivered to the Purchaser - shall not be exposed to elements and natural agents which may alter, deteriorate or in any way compromise their structure, consistency, appearance or quality.

3.4 The Seller shall be free to make technical or design changes to the Products without any obligation to notify the Purchaser in advance. The Seller shall not be obliged to make any changes to the Products already manufactured or in the course of production. The Purchaser shall be charged for any additional costs beyond those agreed and necessary for the manufacture of the Products as a result of modifications requested by the Purchaser and accepted by the Seller.

3.5 The Purchaser shall be the sole responsible for any modifications made by him to the Products after delivery thereof by the Seller. In particular, the Purchaser undertakes to indemnify and hold Seller harmless against any damage

and claims by third parties (including public authorities) caused by the Purchaser's choice to independently modify the Products purchased, even if only aesthetically; the Purchaser shall therefore be responsible for and hold Seller harmless in the event of any modification that is likely to cause uncertainty in final purchasers with respect to the identification of the manufacturer the Products and to their origin. Without prejudice to the foregoing, it is understood that the Purchaser shall not be entitled to bring any of the actions referred to in Article 9 of these GTCS against the Seller in the event that the Purchaser has independently modified the Products (for example, by adding, removal or replacing parts and components) and that the Purchaser undertakes to indemnify and hold Seller harmless against any damage or claims by third parties in connection with defects in the operation of the Products disassembled, reassembled or otherwise modified by the Purchaser.

4. (Designs, Seller's documentation, industrial property rights)

4.1 The prices and all the data, technical or not, including those related to the functionality and performance of the Products and contained in any descriptive and commercial documentation of the Seller (for example the data reported in brochures, leaflets, price lists, catalogues, websites, sales offers, or other paper, electronic and/or computer supports, etc.), except for what is specified in the accepted Order Proposal, shall not represent a commercial or contractual offer, but shall be understood as merely indicative and not binding for the Seller. Therefore, the Seller, at any time and without notice, reserves the right to make any changes that, at its sole discretion, it deems appropriate to improve the functionality and performance of the Products, as well as to meet the technological and production requirements agreed with the Purchaser.

4.2 Any drawings, documents, industrial and intellectual property rights, technical information or software relating to the manufacture, assembly or maintenance of the Products, as well as those relating to parts of the Products, and any other drawings, documents, industrial and intellectual property rights of the Seller transferred to the Purchaser before or after the execution of the Contract shall remain the exclusive property of the Seller. Such material shall not be exploited or otherwise used, directly or indirectly, for any purpose by Purchaser without Seller's written consent. Any trade marks, signs or logos identifying the Products shall be the exclusive property of the Seller and shall not be altered, changed, removed or deleted in any way by the Purchaser.

4.3 The Seller makes no warranty that the manufacture, use and marketing of the Products will not result in the infringement of any third party's intellectual property rights (patents, trademarks, designs, know-how, etc.), and shall therefore not be obliged to indemnify and/or hold harmless the Purchaser against any damages and/or claims by third parties in this respect.

4.4 If the manufacture of the Products is carried out by the Seller on the specific request and technical documentation of the Purchaser, the Seller shall not be liable for the infringement of third parties' industrial property rights, which

shall instead be the exclusive responsibility of the Purchaser, who undertakes to indemnify and hold harmless the Seller from any damage or claim.

5 (Delivery)

5.1 The Products are supplied EX WORKS Remedello Sopra (BS), Italy, Incoterms® 2020, unless otherwise agreed between the parties in the relevant Contract. The Purchaser acknowledges and accepts that the Seller may increase the price of the Products by up to 1%. If there is an overall increase in the cost of production factors (including raw materials, energy, labour, etc.) of 1% or more between the date of conclusion of the Contract and the agreed delivery date, the Purchaser undertakes to renegotiate in good faith with the Seller the price of the Products in such a way as to safeguard the economic balance of the Contract.

5.2 The Purchaser warrants that the Products may be freely imported into the country/place of delivery and/or destination and undertakes to pay for the Products even if, at the time of import into the country/place of destination, there will prohibitions or restrictions to import.

5.3 Delivery terms shall be deemed to be in favour of the Seller and in any case with the application of a reasonable tolerance of up to 30 working days.

5.4 In case of split deliveries, delay or failure to make a delivery shall not entitle the Purchaser to terminate the Contract.

5.5 The Purchaser shall always accept delivery of the Products, even in the case of partial deliveries.

5.6 If the Purchaser fails to collect the Products at its own expense within 30 working days as of the receipt of the notice that the Products are ready for delivery - for reasons not attributable to the Seller - the Purchaser will bear all risks and costs arising from the presence of the Products at the Seller's premises and any sum due to the Seller for any reason whatsoever will become immediately payable.

5.7 The delivery term will be extended for a period equal to the duration of the impediment, upon the occurrence of any inconvenience qualifying as a Force Majeure Event pursuant to article 12, including any breakdown and damage to the Seller's production facilities, as well as any other impediment beyond the control of the parties which would make delivery temporarily impossible or excessively onerous.

5.8 In the event of delay in accepting delivery, the Seller may charge the Purchaser for the costs of storage of the Products already manufactured and ready for transport and delivery, to the extent determined in accordance with the criteria set out below. The Seller shall not be liable for any loss, damage and/or deterioration of the Products, which shall be borne exclusively by the Purchaser. In particular, if the Products are ready for collection from the Purchaser and the delivery does not take place because of a reason not attributable to the Seller or due to any Force Majeure Event pursuant to article 12, the delivery will be duly made upon simple communication "goods ready for collection" sent to the Purchaser by registered letter, fax, PEC or e-mail. As of the day following receipt of the above notice, the Purchaser shall pay the Seller, in addition to the agreed price, the cost of storage at the Seller's warehouse, or at any other warehouse

designated by the latter, at the rate of 1 % of the price of the Products, for each full week of delay, up to a maximum of 8 % of the amount indicated on the invoice as compensation (or indemnity, in the event that collection is not possible due to force majeure). If the Purchaser's refusal to collect the Products persists for more than 60 calendar days from the notice stating that the Products are ready for delivery, the Seller will be entitled to terminate the Contract forthwith pursuant to Article 1456 of the Italian Civil Code, without prejudice to the Seller's right to compensation for damages which shall be determined taking into account also: storage costs, costs of disposal of such Products (if made according to Purchaser's special techniques), investments in equipment and machinery for the manufacture of such Products. Without prejudice to the right to compensation for greater damages, the Seller is entitled to retain as a penalty the amount of the sums paid by the Purchaser as an advance payment and, at the same time, shall be entitled to freely dispose of the Products in respect of which the Seller has not accepted delivery.

5.9 The Purchaser waives any indemnity or claim against the Seller for direct or indirect damages caused by transport operations, as well as for delays or partial deliveries, provided that these damages are not attributable to the Seller's fraud or gross negligence.

6. (Transfer of risk)

The transfer of the risk of damage or loss of Products shall take place at the same time as the transfer of ownership, in accordance with the provisions of Article 7. However, it is understood that if ownership of the Products is transferred to the Purchaser prior to their collection, the Seller shall not be liable for any loss or damage to the Products, except in cases of fraud or gross negligence. The Products may be insured by the Seller only upon the written request of the Purchaser and, in any event, the costs of insurance shall be borne by the Purchaser.

7. (Ownership)

7.1 The Purchaser acquires ownership of the Products upon delivery, provided that the price of the Products has been paid in full at that time, or the specific payment terms set out in the Contract have been complied with. It is the Purchaser's responsibility to check that the technical specifications of the Products comply with the regulations in force in the place of destination of the Products.

8. (Price and payment terms)

8.1 Unless otherwise specified in the Confirmation, the prices of the Products are exclusive of VAT for Products delivered EX WORKS Remedello (BS), Italy, Incoterms® 2020. The prices of the Products are always net of taxes, duties, transport, insurance, excluding any form of packaging, which will be charged separately. The method of payment shall be specified in the Contract from time to time.

8.2 Unless otherwise stated, the price stated in Seller's Order Proposal shall remain effective for a period of 30 calendar days from the date of dispatch of the Order Proposal. Unless

otherwise agreed, the Purchaser shall pay the Seller 20 % of the price of the Products within 15 calendar days as of the date of the Order Confirmation, as an advance payment, and the balance shall be paid by the Purchaser to the Seller within 15 days as of the date of the Seller's notice that the Products are ready for delivery. In the event of Purchaser's failure to pay the downpayment by the aforementioned deadline, the Seller shall be free to withdraw from the Contract by sending the Purchaser a simple written communication by registered letter with return receipt or certified e-mail and to demand payment of a penalty equal to 20 % of the contractually agreed price, without prejudice to the right to compensation for greater damages.

8.3 The price of the Products and any other sum payable to the Seller for any reason whatsoever shall be deemed to be due - net - at the Seller's domicile and shall not include expenses, which shall be borne by the Purchaser.

8.4 In the event of the Purchaser's failure to comply with the terms and conditions of payment, or in the event of Purchaser's financial difficulties occurring after the conclusion of the Contract, as well as in the event of the Purchaser's failure to make partial and/or total payment or to provide adequate security - if agreed - the Seller shall be released from any obligation to commence production and/or deliver the Products. This applies both to Products covered by the unfulfilled Contract and to Products subject to be delivered pursuant to other Contracts. In such cases, the Seller shall be entitled to terminate the Contract(s), demand immediate payment of the full amount due, without prejudice to its right to retain - as penalty and without prejudice to its right to claim for further damages - any sums already paid by the Purchaser.

8.5 The Purchaser may only rely on any breach of the Seller's obligations or the warranty set out in article 9 below if it has made all payments due; any breach of the Seller's obligations shall not entitle the Purchaser to suspend or delay payments.

8.6 Any delay, even partial, in making payments within the agreed terms will result in the waiver of the guarantee referred to in article 9 until the overdue payments are settled, as well as in the automatic charging of interest, without prior notice, at the rate calculated on the basis of the legal rate in force in the Seller's country, increased by three points.

8.7 Payments shall always be made in currency which is legal tender in Italy. The Purchaser agrees that any change in economic and market conditions, currency fluctuations, interest rates and the like in the Purchaser's country at any time shall not constitute or be construed as constituting force majeure and/or an unreasonable burden releasing the Purchaser from its contractual obligations to the Seller. Accordingly, the Purchaser shall bear any detrimental consequence and/or loss caused by any such event or circumstance until full and complete performance of any Contract.

8.8 All payments due to Seller shall be made in cleared funds, without any deduction or set-off, free and clear of all taxes, duties, charges, contributions and withholdings of any kind now or hereafter imposed by any governmental authority, taxing authority or any other authority. If Purchaser is required to make any deduction, Purchaser shall pay Seller any additional amount necessary to ensure receipt by Seller

of the full price due and owing to Seller in the absence of such deduction.

9. (Warranty)

9.1 The warranty is limited, at the Seller's exclusive and unquestionable discretion, to the repair or replacement of the parts of the Products which are defective due to design or manufacturing defects (provided that the design was exclusively carried out by the Seller without the design contribution of the Purchaser), excluding materials not produced by the Seller and parts subject to normal wear and tear.

9.2 Furthermore, the Seller shall not be liable for any lack of conformity of the Products and for any defects deriving, even indirectly, from any documentation, technical or otherwise, and from anything else supplied, indicated or requested by the Purchaser or by third parties who have acted in any capacity on behalf of the Purchaser.

9.3 The Seller shall not be liable for defects of conformity of the Products and for defects caused by the Purchaser's or any third parties' failure to comply with the precautionary rules and good practices in the field of maintenance, as well as in the event of accidents and use of the Products that does not comply with the prescriptions of the use and maintenance booklet. The Seller shall not be liable for non-conformity and for defects resulting from improper use of the Products by the Purchaser or from modifications or repairs carried out by the Purchaser without Seller's prior written consent or, in any case, for defects due to causes arising after the transfer of risk.

9.4 This warranty is valid for a period of 12 months from the date of delivery and shall not be subject to any extension; it is understood that the Purchaser will lose the right to the aforementioned warranty if the use of the Products does not comply with the above criteria or if it is not possible to ascertain their conformity. The original warranty period shall apply to the individual components of the replaced or repaired Products.

Any repair or replacement carried out by the Seller shall never be intended as acknowledgement of the existence and/or consistency of any defects. Repairs may only be carried out provided that the Purchaser grants and allows Seller and its appointed technicians unrestricted access to the location where the Products have to be repaired.

The warranty for replaced or repaired parts expires on the same day as the expiry of the warranty under Article 9.1.

The Purchaser must report the lack of conformity or defect of the Products to the Seller, specifying the nature of the defect in detail in writing, within the following deadlines:

- within 8 calendar days of delivery of the Products in the case of apparent defects;
- within 8 calendar days of discovery in the case of hidden defects which become known after delivery and in any event within 12 months of delivery.

If the Purchaser fails to notify the Seller of the non-conformity/defect of the Product(s), the warranty referred to in this article shall not apply. This warranty will not apply in the cases provided under articles 8.6 and 9.10, or if the Seller has requested the return of the defective part of the Product at its own expense and the Purchaser does not return said part within fifteen (15) calendar days of replacement.

9.5 In order for a claim to be admissible, the Purchaser must prove in writing the validity and effectiveness of the warranty,

the correct storage, installation and use of the Products, as well as provide the Seller with adequate documentation proving the defects/defects. It is understood that any claims will not allow the Purchaser to suspend or delay payments due to the Seller.

9.6 Repairs and any other intervention on the Products will be carried out exclusively by the Seller or in workshops authorised by the Seller, under penalty of forfeiture of the warranty.

9.7 If the defective Products are to be returned to the Seller for repair, they must be shipped DDP (Delivery Duty Paid - Incoterms® 2020) to the Seller's premises and, in the same way, the Seller will return the Products to the Purchaser EX WORKS Incoterms® 2020 Seller's premises.

9.8 The warranty referred to in this article supersedes any and all warranties or liability provided for by law and excludes any other liability of the Seller as a result of the supply of the Products; in particular, the Purchaser shall not be entitled to make any further claims for damages, not even for production stoppage, price reduction or even partial termination of the Contract, for damage to reputation, loss of goodwill. Once the warranty has expired, no claim may be made against the Seller.

9.9 In the event of any breach of Seller's obligations, all remedies available under applicable law shall be excluded, except for the remedies of repair and replacement referred to in the paragraphs above. It follows that the Seller shall not be liable to pay compensation for any damage and/or loss of profit, whether direct, indirect and/or consequential, whether to property or persons. The Seller's liability shall also be excluded in respect of any warranty obligations arising from laws or regulations in favour of the Purchaser, including any implied warranties for lack of conformity, merchantability and fitness for a particular purpose.

9.10 The use by the Purchaser of parts of the Products not manufactured and/or supplied by the Seller - and/or non-original spare parts - combined with the Products of the Seller will cause a complete forfeiture of the warranty.

10. (Use of the Products and limitation of liability)

10.1 Any use of the Products that deviates from the technical specifications indicated by the Seller or from the standards normally accepted by the market in relation to the type of Products must be agreed in advance with the Seller. Otherwise, the Seller will not be liable for the level of performance of the Products; in the aforementioned cases, the guarantee for defects and/or non-conformity of the Products is excluded as well.

10.2 The Purchaser shall obtain, at its own expense, all certifications and/or licences required by the laws and regulations of the country of the Purchaser and/or place of destination of the Products, in order to ensure that the Products and all their parts and components are fully compliant with the technical and safety standards and requirements applicable in such places and may be imported there. Purchaser shall indemnify and hold Seller harmless against the costs of obtaining such certificates and licences and against all liabilities and other legal consequences arising from the total or partial lack of such certificates and licences.

10.3 The Seller shall not be liable for any damages arising out of the use of the Products by the Purchaser.

11. (Confidentiality obligations)

Each party undertakes to keep secret and confidential, for the period as of the date of execution of each Contract until the end of the fifth year from the date of its complete performance, all information that should reasonably be considered confidential, including, but not limited to, technical and commercial data concerning the Products and their development, data concerning quality, performance tests, prices and commercial conditions applied, financial information, sales and marketing plans, lists of customers and suppliers.

12. (Force Majeure - Hardship)

12.1 The occurrence of an event or circumstance ("Force Majeure Event") which prevents a party from performing one or more of its contractual obligations shall constitute a Force Majeure Event if, and to the extent that, the party suffering the event ("Affected Party") proves

- (a) that such impediment is beyond its reasonable control,
- (b) that the event could not have been reasonably foreseen at the time of the conclusion of the Contract, and
- (c) the effects of the impediment could not have been reasonably avoided or overcome by the Affected Party.

12.2 If a party is prevented from performing one or more of its obligations by the non-performance of a third party whose activity is necessary for the performance of the Contract (e.g. a strategic supplier who is in default of delivery), that party may rely on this clause and qualify as an Affected Party to the extent that the requirements of the preceding paragraph are satisfied in respect of both itself and the third party. In the absence of evidence to the contrary, the following events shall be presumed to satisfy the requirements of the preceding paragraph of this clause:

- (a) war (whether declared or not), hostilities, invasion, acts of a foreign enemy, extensive military mobilisation;
- (b) civil war, riot, rebellion, revolution, military force or usurpation of power, insurrection, acts of terrorism, sabotage or piracy;
- (c) currency or trade restrictions, embargo, sanctions;
- (d) acts of authority, whether lawful or unlawful, compliance with laws or governmental orders, *ius superveniens*, and administrative acts of disqualification, including expropriation, confiscation of property, requisition, nationalisation;
- (e) epidemic, pandemic, natural disaster or extreme natural phenomena;
- (f) explosion, fire, destruction of equipment, prolonged suspension of transport, telecommunications or power;
- (g) generalised social conflicts, in particular boycotts, strikes and lock-outs, white strikes, occupation of factories and buildings.

The Parties agree that any change occurring at any time with respect to economic and market conditions, as well as currency fluctuations and the like, in the place of the Purchaser's domicile shall never represent and/or be construed as a Force Majeure Event or a cause of hardship in relation to the Purchaser's obligations to collect and pay the Products. The Purchaser acknowledges that it may not invoke any force majeure to refuse or suspend payment for Products already delivered by the Seller or for Products which are made

ready for delivery as per Seller's notice sent to the Purchaser in accordance with Article 5.6.

The Affected Party shall notify the other without delay of the occurrence of the Force Majeure Event.

12.3 In the event that this clause applies, the Affected Party shall be released from its obligation to perform its contractual obligations, any liability for damages or other contractual remedy for non-performance. The other Party may at the same time suspend performance of its obligations, if any, as soon as it has received the notice referred to in Clause 12.2 from the Affected Party.

12.4 If the effect of the impediment or Force Majeure Event invoked is temporary, the consequences referred to in the preceding paragraph shall occur only to the extent and for as long as the impediment prevents the Affected Party from performing its contractual obligations. The Affected Party shall inform the other as soon as the impediment ceases to prevent the performance of its contractual obligations and - at the same time - resume the performance of the Contract.

12.5 The Affected Party shall take all appropriate measures to limit the effects of the event invoked on the performance of its contractual obligations. If the duration of the alleged impediment has the effect of substantially depriving one or both Parties of what they could reasonably expect under the Contract, either Party may terminate the Contract by giving notice to the other within a reasonable period. The Contract may be terminated by either party if the duration of the impediment caused by a Force Majeure Event exceeds 90 days.

12.6 Without prejudice to Clause 5.1 in relation to price adjustments, if the Seller proves that:

- a) fulfilment of the delivery obligation or obligations ancillary thereto has become excessively onerous due to an event beyond his reasonable control which he could not reasonably have taken into account at the time of conclusion of the Contract (e.g. the manufacture of the Products has become excessively costly or unexpectedly time-consuming due to exceptional market conditions resulting from extraordinary events);
 - b) it could not have reasonably avoided the occurrence of such event or its consequences,
- the parties shall negotiate in good faith alternative contractual terms (e.g. postponement of the delivery period) which would maintain the balance of the Contract's terms. If the parties are unable to agree on alternative contract terms, the Seller will be entitled to terminate the Contract.

13. (Privacy)

The Seller informs the Purchaser that he is the Data Controller and that his personal data will be collected and processed in accordance with the methods and criteria provided for by EU Regulation 2016/679 and subsequent amendments and additions. The provision of the requested data is indispensable for the signing of these GSC and their processing is lawful and necessary for the performance of the possible contractual relationship between the Parties regarding the supply of the Products, pursuant to art. 6 of Reg. REG 2016/679. It should also be noted that the aforementioned data will be processed on paper and/or by automated means and may be communicated to parent, subsidiary and associated companies, bodies, consortia, banks and associations operating in Italy and abroad. The

Purchaser may at any time exercise the rights granted to him under Articles 15 et seq. of EU REG 2016/679. By signing these GSC, the Purchaser expresses his consent to the processing of his personal data.

14. (Exclusive jurisdiction)

Any dispute arising out of or in connection with the Contract shall be subject to the exclusive jurisdiction of the Court of Brescia (Italy); notwithstanding the foregoing, the Seller shall always be entitled to act with the Court of the place of the Purchaser's domicile.

15. (Language - non assignment)

15.1 If the GSC and/or the Contract are drawn up in more than one language, the Italian version shall prevail.

15.2 The Contract may not be assigned by the Purchaser without the prior written consent of the Seller.

The Purchaser (stamp and signature)

Express approval: the Purchaser represents to expressly accept, pursuant to and for the purposes of art. 1341 of the Italian Civil Code, the following articles as above: 1.3 (applicable law), 2.2 (ineffectiveness of the Purchaser's general conditions), 2.3 (conclusion of the Contract), 2.8 (withdrawal of the Proposed Order and relative modifications) 3.4 (specific characteristics of the Products), 3.5 (Alterations to the Products by the Purchaser); 4 (drawings, Seller's documentation, intellectual property; 5.1 (price variation and obligation to renegotiate); 5.2 (waiver of exceptions), 5.3 (indicative deadlines), 5.4 (partial deliveries and exclusion of termination of the Contract), 5.5 (obligation to accept delivery), 5.6 (non-acceptance of Products); 5.8 (charge and limitation of Seller's liability), 5.9 (limitation of liability); 6 (transfer of risk), 8.1 (price, taxes, transport costs), 8.2 (price change), 8.4 (withdrawal and penalty), 8.5 (limitation of the right to raise objections), 8.6 (exclusion of warranty), 8.7 (change of economic conditions), 9 (warranty for defects), 10 (limitations of liability), 15 (exclusive jurisdiction), 15.2 (non-assignment of the Contract)

Purchaser (stamp and signature)
