

ANNEX C

GENERAL SALES CONDITIONS

ART. 1: PREMISE

1.1 These General Conditions of Sale are applied, unless expressly agreed otherwise, to all supplies relating to the products marketed by Evozell srl (Hereinafter the "Seller").

These general conditions are considered known and accepted by the buyer (hereinafter "Customer") for the mere fact or implication

ART. 2: SUPPLY ORDER AND ENDING OF THE CONTRACT

2.1. Unless expressly agreed otherwise, the supply order shall be deemed accepted and, consequently, the sale and purchase agreement concluded as a result of its signature for acceptance by the seller, the buyer or following submission, by the seller, the order confirmation, or for concluding facts. Notwithstanding any other agreement, any quotation sent by the seller to the customer therefore does not constitute any contractual sales proposals but a mere invitation to the formulation of the order by the customer.

2.2. The supply order sent by the client does not bind the seller until its acceptance as specified in art. 2.1 and is intended as an irrevocable proposal to acquire provided art. 1329 cc (Italian Civil Code, hereafter named c.c.) having effectiveness. 5 (five) days from the date of receipt by the vendor itself. The supply order sent by the customer is therefore irrevocable.

ART. 3: TERMS OF DELIVERY

3.1. The delivery times, calculated in working days, are never binding on the seller and must therefore be regarded as purely indicative and not essential. In no event shall the seller will then be liable for any damages, including indirect and / or any kind that may arise to the customer as a result of failure to deliver the goods in terms that may be designated.

The terms of delivery are considered starting from the completion of the purchase agreement, as indicated in art. 2.1., and can in any case be terminated in the following cases:

a) unforeseeable and / or force majeure and / or other circumstances not attributable to willful misconduct and / or negligence of the seller, such as, without limitation, strikes, labor

disputes, lock-outs, fire, flood, unexpected business difficulties, unforeseen shortage of labor, unanticipated shortages of raw materials and / or energy;

b) obstacles, delay or non-delivery of materials by the suppliers of the seller for reasons not attributable to the latter;

c) default of the customer if not promptly provide what is required by the vendor for the proper fulfillment of the order and in particular does not deliver any technical and / or constructive sheets deemed essential by the vendor for installation and / or assembly of the products;

d) failure to pay the agreed consideration at the agreed dates;

e) occurred changes to the order of delivery by the customer, even if accepted by the seller.

The deadline for the delivery will resume from scratch the day following that on which cease the reason that determined the interruption.

3.2. The deadline is met and the delivery made to any effect from the day of mailing of the notice of ready goods to the buyer and / or at the withdrawal or shipping of goods to the customer.

3.3. In the event that should be borne by the buyer protests, kidnappings, seizures and / or, more generally, any act detrimental enough to question the solvency and the consequent payment of the consideration within the agreed time (eg revocation of a trust), the seller may, at its sole discretion, suspend the execution of the contract pursuant to and for the purposes of art. 1461 Italian cc until the buyer has not provided a suitable guarantee.

ART. 4: DELIVERY AND SHIPPING

4.1. Unless otherwise agreed, the goods are usually sold at warehouse of the seller and must be collected by the buyer, and / or a third party by these specifically instructed, no later than 10 days after the dispatch of the goods are ready. It is the responsibility of the customer to the seller promptly notify the name of the carrier possibly in charge of the collection of the goods.

4.2. In the event that the buyer does not provide for collection of the goods within the period stipulated in article 4.1, or does not promptly communicate written

instructions relating to the preferred mode of delivery, the seller will be deemed free to make delivery as it sees It considered more appropriate with expressed exclusion of any responsibility and for the exclusive buyer costs. In any case, the seller shall be entitled to proceed with the invoicing of products ordered as well as the right to request the purchaser, by way of damages, the costs of storage, filing and safekeeping of goods.

4.3. Since delivery, the risks, the costs of caretaking and / or maintenance and / or insurance are transferred to the buyer, with the total liberation of the seller.

4.4. The conclusion of any insurance policies to cover risks arising from the transport is left to the free determination that the buyer also bear the costs.

ART. 5: PRICE AND TERMS OF PAYMENT

5.1. Without prejudice to any different agreement, the provision will apply the prices indicated in the official price list to the brand of the product bought and sold and in force on the date of completion of the contract as identified in art. 2.1

5.2. Payments must be made directly to the seller's domicile according to the procedures and terms agreed. Any such expenditure taxes, packaging, loading, transport, insurance, freight, customs stops, etc. etc. It is exclusively the buyer and will be shown separately on the invoice.

5.3. In case of late or non-payment within the agreed terms will be charged to the purchaser default interest to the extent determined by art. 5 of Legislative Decree 231/2002, starting from the day following the date that the final date for payment, without prejudice to any further damages. If not by the parties indicated any payment term, we will refer to the provisions of art. 4 Legislative Decree 231/2002.

5.4. It is understood that the possible extension of the agreed terms of payment and / or renewal of promissory notes issued securities and / or recall, at the request of the customer, checks already carried to the collection, do not constitute in any way novation of the contract in be but mere tolerance by the seller and do not

exclude the payment of interest of the Contract in be but mere tolerance by the seller and do not exclude the payment of interest on arrears to the extent indicated in the previous art. 5.3 .

5.5. Unless otherwise agreed, any advances paid by the customer the time of conclusion of the contract will be retained by the seller as a deposit confirmation pursuant to and for the purposes of Art. 1385 cc

5.6. For no reason and for no title the buyer may suspend and / or defer the payment of the agreed consideration, even in the event of litigation and / or claims regarding possible defects and / or defects of the goods supplied.

5.7. The customer may not offset its debt arising from the supply with possible own claims against the Seller without the written consent of the latter.

5.8 In case of payment by installments, granted by the seller non-payment of even one installment will result in the buyer's loss of the benefit of the term granted to him with full power of the seller to request at once the entire own credit plus interest and costs .

ART. 6: WARRANTY

6.1 Unless otherwise agreed, the vendor provides its customers a guarantee of 12 (twelve) months from the date of delivery of the goods. Apply the terms and conditions set out in Article. 1495 cc .

6.2. The guarantee covers the mere repair or replacement, partial or total, ex works of the seller, the defective goods. Any possible additional expenditure is therefore in charge of the purchaser.

6.3. The guarantee is still subject to the traceability of the detected malfunction to a manufacturing defect of the product on the basis of 'the sole discretion of the seller. It is therefore excluded any form of guarantee by mishandling, carelessness, negligence or incompetence by the buyer, or to a failure on the part of the latter, follow the instructions contained in the eventual installation manual and operation and maintenance. It is also excluded any form of warranty for defects and / or defects caused by external components (chemicals and / or pollutants) or by repairs, operations and / or replacements performed on the product directly by the buyer and / or third parties acting on

their behalf, without the authorization of the seller.

6.4. The buyer forfeits his security pursuant to this Article in the event that fails to fulfill its contractual obligations, and in particular is not in good standing with the payment of the consideration in the manner and within the agreed time.

ART. 7: COMPLAINTS AND DISPUTES

7.1 Upon delivery of the goods the buyer is obliged to check compliance with the order of the product purchased. Any claims and / or objections must be submitted in writing at the headquarters of the seller, subject to revocation, no later than 8 (eight) days from delivery. Within the delivery, any claims for shortages, tampering and / or signs of damage will be considered only if reported to the carrier upon receipt of merchandise and indicated in the delivery note. In the absence of reports in the terms and conditions above the delivered goods shall be deemed fully accepted.

7.2. Any dispute relating to a single supply does not affect the validity of the remaining supplies or orders present or future, and not in any way authorize the buyer to not fulfill its payment obligation of the price payable for deliveries made.

ART. 8: PROJECTS AND TECHNICAL DOCUMENTATION

8.1. The illustrations and specifications contained in the catalogs and / or other documentation relating to the product brands sold by the seller to be considered merely indicative. To marketed products may therefore be made by the seller and / or producers those modifications deemed technically appropriate, without prior notice to the purchaser, but with mere communication to it, provided that no functionality is impaired.

8.2. Expressly they ban the use, reproduction, copying and / or sale to third parties, even free of charge, information and know-how contained in the technical documentation and projects delivered together with the products, subject to express authorization in this sense of the seller.

ART. 9: EXPRESS TERMINATION CLAUSE

9.1. In case of failure and / or delay in payment, the contract regulated by these general conditions of sale shall be deemed

terminated as of right pursuant to and by effect of art. 1456 cc

ART. 10: RETURNS OF GOODS

10.1. The seller reserves the right to accept the return of delivered products and not used provided in original packaging. The return of goods must take place no later than fifteen days from delivery care, risks and expenses charged to the customer. In this case the seller will issue relative credit note, prior, in each case, the integrity verification of the returned material.

ART. 11: TERMINATION

11.1 It is attributed to the seller the right to withdraw unilaterally and with immediate effect from the sales contract if prior to delivery of the products purchased and sold were to rise to serious doubts about the buyer's solvency, even on the basis of the assumptions referred to in art. 3.3, and the latter, despite corresponding request, is willing to make an advance payment and / or to pay any more suitable guarantee. The exercise of this option gives the purchaser is not entitled to any compensation and / or damages.