

GENERAL CONDITIONS OF SALE

This document contains the general conditions of sale (hereinafter "General Conditions") of Company ERGON LINE S.r.l., with registered office in Via dei Pioppi No. 2, 46019 Viadana (MN), Italy, (hereinafter referred to as "Seller").

1. Object

1.1 The General Conditions set out below govern all sales contracts to be stipulated between the Seller and the buyer to whom this offer is addressed (hereinafter referred to as "Buyer") concerning the Seller's products (hereinafter referred to as "Products").

1.2 Exceptions or changes to these General Conditions will be valid only if expressly accepted in writing by the Seller and will be valid only for the sales to which they refer. Therefore, any provision, introduced by the Buyer in the order sent to the Seller or in another document, which is in contrast or in addition to these General Conditions, will be considered null and void unless expressly accepted in writing by the Seller.

2. Completion and Conclusion of the Sales Contract

2.1 The Seller's offer is valid for a period of thirty (30) days from the date of the offer itself, unless otherwise indicated therein about the validity period. Therefore, the Seller will not be required to take into consideration any purchase orders received after the expiry of this period.

2.2 The order that the Buyer sends to the Seller following the offer shall contain the precise identification of the Products, the quantities requested and any other essential element for the conclusion of the sales contract, as well as the express reference to the offer itself.

2.3 The sales contract is concluded when the Buyer receives written confirmation of his order from the Seller. This written confirmation can also be sent by e-mail or fax. No order will be binding unless, and until it is accepted by the Seller.

2.4 Any agents and intermediaries do not bind the Seller in any way and any order received from the aforementioned agents and intermediaries is subject to written order confirmation by the Seller.

3. Products

3.1 Any information or data on the characteristics of the Products contained in catalogues, price lists, leaflets, websites or other similar documents are purely indicative and do not bind the Seller unless expressly referred to in the sales contract.

3.2 The Seller reserves the right to make changes to the Products that, without altering the essential characteristics of the Products, may be necessary and appropriate.

4. Retention of title

The parties expressly agree that the sale is carried out with retention of title on the Products in favour of the Seller and, therefore, the Buyer will acquire ownership only upon full payment of the agreed total price, in addition to ancillary charges, but assumes the risks from the time of delivery as per art. 1523 of the Italian Civil Code.

5. Prices

5.1 The sale prices are calculated in Euro "FCA Viadana" currency unless otherwise expressly agreed in writing.

5.2 It is understood that the list prices in force at the time of the offer may be subject to periodic changes at the discretion of the Seller.

6. Terms of Payment

6.1 The terms of payment are indicated, from time to time, in the Seller's order confirmation sent to the Buyer for the individual sales contract.

6.2 Unless otherwise agreed, all payments must be sent to the Seller by bank transfer to the bank indicated by the Seller. Payment is deemed to have been made when the sum becomes available to the Seller at its bank in Italy. Payments may be made to a person in charge only if duly authorized, with a written mandate authorizing him to collect the amount due on behalf of the Seller.

6.3 In the event of non-payment, in whole or in part, of the sale price at one of the established deadlines, the Seller reserves the right to charge the Buyer, without the need for formal notice, default interest pursuant to Legislative Decree no. 231 of 9 October 2002 and subsequent amendments, until the date of actual payment, without prejudice to any other remedy provided in favour of the Seller by these General Conditions and / or by law.

6.4 Failure or incomplete payment, within a period of 14 (fourteen) days from the established deadline, gives the Seller the right to suspend deliveries and immediately terminate the sales contract, without prejudice to the right to obtain compensation for damage including reimbursement of legal costs related to the action for debt recovery, even out of court.

7. Delivery of Products

7.1 Unless otherwise agreed, documented in the Seller's order confirmation, the delivery of the products to the Buyer takes place "FCA Viadana" on the basis of the INCOTERMS published by the International Chamber of Commerce (ICC).

7.2 The Seller will package the Products according to the ordinary methods used by the Seller. Any special packaging may be provided at the express request of the Buyer and will be charged separately.

7.3 The delivery terms indicated by the Seller or agreed between the parties are established in favour of the Seller and are indicative, so any delays cannot give rise to any claim for compensation or cancellation of the order by the Buyer. Any penalty clauses for late delivery will have no effect against the Seller. Delivery terms are intended to start from the date of order confirmation.

The aforementioned delivery terms are in any case superseded by the occurrence of any force majeure for which reference is made to art. 9 of this text.

Any delay due to acts or omissions of the Buyer is not considered attributable to the Seller.

7.4 If the Buyer requests the Seller to appoint a carrier or shipper for the collection and transport, it must do so in writing and, if the Seller accepts, the carrier or shipper shall be deemed to be directly appointed by the Buyer at its own risks and expenses.

7.5 In the event that the Buyer delays in collecting the Products made available to him by the Seller, all risks relating to the Products are transferred to the Buyer, who is also responsible for the costs of storage, custody and insurance or whatever.

8. Warranties and liability

8.1 The Seller guarantees that the Products supplied by it will correspond to the agreed characteristics and of good quality, and that the production and packaging activities will take place in accordance with the Italian regulations in force.

8.2 In the event of defects or discrepancies in the Products attributable to it, the Seller undertakes to remedy them at its discretion by replacing the non-conforming products or crediting all or part of the price provided that such defects or discrepancies are reported in writing within 15 (fifteen) days of delivery of the Products and the dispute is substantiated and founded and documented by sending the non-compliant samples. Any other remedy is excluded. The Seller shall not be liable for any direct or indirect damages (e.g. loss of profits) suffered by the Buyer or third parties. The Seller will also not respond

or be required to perform any performance if defects, discrepancies, damages or prejudices of any kind are due to the fact of the Buyer, third parties or any fact not attributable to the Seller.

8.3 If the labelling, packaging or other ancillary services to the sale are made according to the specifications provided by the Customer, the Seller declines any and all responsibility for their compliance with laws or regulations of any kind. Furthermore, the Seller declines any and all responsibility for the compliance of supplies with laws and regulations of any kind other than the Italian one, unless otherwise agreed in writing between the parties. Any and all charges, costs, liabilities and risks associated with the possible export and import into the Buyer's country of the products supplied by the Seller, remain with the Buyer.

8.4 The Buyer shall be fully responsible for the charges, costs, responsibilities and risks arising from any changes to the Products not expressly authorized in writing by the Seller that the Buyer may decide to make to them.

8.5 It is expressly agreed that, if the contract between the parties concerns the sale, by the Seller in favour of the Buyer, of Products labelled by the Seller according to the specifications provided by the Buyer, the latter guarantees to be the owner and / or legitimate user of the trademarks and / or any other distinctive signs covered by the sales contracts stipulated between the parties, and that these trademarks do not violate the rights of third parties, undertaking to indemnify and hold the Seller harmless for any damages and negative consequences deriving from any violation of the rights of others.

9. Force Majeure

In any case, the Seller shall not be liable to the Buyer for the non-fulfilment of any clause of these General Conditions and/or the sales contract, if the fulfilment is made impossible or excessively burdensome due to unforeseeable events not attributable to it. These events include, but are not limited to, the following: fires, floods, earthquakes, explosions, accidents, wars, riots, insurrections, sabotage, epidemics, quarantine restrictions, strikes, lack of labour, transport blocks, lack of energy, lack of raw materials or machinery for the production of the Products, natural events and acts of any public authority, also foreign.

If force majeure prevents or delays the delivery of the Products to the Buyer or the performance of any other obligation of the Seller for a period exceeding six (6)

consecutive months, the Seller shall have the right to terminate the sales contract without any liability whatsoever to the Buyer.

10. Distinctive Signs of the Products

10.1 The Buyer undertakes not to cancel or remove or damage the trademarks and other distinctive or identifying signs affixed by the Seller to the Products.

10.2 It is understood that, neither with these General Conditions, nor with the individual sales contracts, are granted to the Buyer rights of any kind (by license or for any other reason) on the distinctive signs of the Seller. Any use by the Buyer of distinctive signs of the Seller is to be considered prohibited, unless previously authorized in writing to that effect by the Seller.

11. Termination of the Sales Contract

The Seller has the right to immediately terminate the sales contract concluded on the basis of these General Conditions, as well as in the cases expressly provided for by these Conditions and by applicable legislation, if there is any change in the economic conditions of the Buyer that compromises its ability to meet its obligations or in the event that the Buyer is placed, by way of example, in liquidation, is subject to bankruptcy or other insolvency proceedings, or is otherwise in a state of insolvency.

In this case, the Seller will have the right to request full payment in a single payment of the amount still due by the Buyer.

12. Industrial and intellectual property rights

The Seller is and remains the exclusive owner of all industrial and intellectual property rights connected with the Products sold except as provided for in art. 8.5 of these General Conditions.

13. Autonomy

Should any clause of these General Conditions be deemed invalid or ineffective by a competent Court, such invalidity or ineffectiveness will not affect the validity of the other clauses that will continue to have full effect.

14. Applicable Law

These General Conditions, as well as any sales contract concluded between the Seller and the Buyer, will be governed and interpreted in accordance with Italian law.

15. Incoterms®

The use of the term "FCA Viadana" in these General Conditions, as well as any other delivery term agreed between Seller and Buyer, shall be interpreted in accordance with

the INCOTERMS® of the International Chamber of Commerce (CCI) in force on the date of conclusion of the sales contract.

16. Jurisdiction and Competent Court

For any and all disputes arising from these General Conditions and from the sales contracts concluded on the basis of same, the exclusive jurisdiction will be the Italian one and the competence will belong exclusively to the Court of Mantua (Italy).

17. Provision and processing of personal data

Legislative Decree no. 196 of 30/06/2003 and subsequent amendments and additions provide for the protection of persons and other subjects regarding the processing of personal data. The treatment is based on principles of correctness, lawfulness, transparency and protection of the confidentiality of the person who provides their personal data.

Pursuant to art. 13 D.lgs. 196/2003 with reference to common and sensitive personal data that are intended to be processed, the following information is provided:

a) Purpose of the processing: accounting archive, commercial archive, technical office archive.

The data are collected and processed to provide for mandatory accounting, fiscal, commercial and technical obligations related to the economic activity of the Seller and the contractual relationships undertaken by it.

b) Processing methods: manual and computerized management.

c) Provision of data: mandatory to allow the regular flow of accounting, tax and technical data; Any refusal could result in failure or partial execution of the contract.

d) Communication and dissemination: the data may be communicated by the Seller to any other external parties for the performance of technical, commercial, tax obligations, management of receipts and payments deriving from the execution of contracts and to other subjects according to the law.

e) The interested party enjoys the rights referred to in art. 7 of Legislative Decree no. 196/2003.

f) The data controller is the company Ergon Line Srl via dei Pioppi 2, 46019, Viadana (Mantua – Italy).

g) The data controller is, domiciled in ..., Via, tel., e-mail... .

The signing of these General Conditions also authorizes the processing of personal data for the performance of contractual relationships with reference to the information received.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Buyer declares to have examined and specifically approved the following clauses: Art. 1 (Object); Art. 2 (Completion and Conclusion of the Sales Contract);); Art. 3 (Products); Art. 4 (Retention of Title); Art. 5 (Prices); Art. 6 (Terms of payment); Art. 7 (Delivery of Products); Art. 8 (Guarantees and Liability); Art. 9 (Force Majeure); 10 (Distinctive Signs of the Products); Art. 11 (Termination of the Sales Contract); 12 (Industrial and intellectual property rights); Art. 16 (Jurisdiction and Competent Court).