

General Terms and Conditions of Supply

1. SUBJECT - EFFECTS

1.1 The General Terms and Conditions of Supply (henceforth "GTCS") will be applicable to all purchase orders (henceforth PO) regarding products (henceforth Products) sent by any company (henceforth "CUSTOMER") to Multiconn S.r.l. as above identified (henceforth "SUPPLIER").

These GTCS regulates all the present and future PO and supplies so that the present GTCS will be applicable to all POs and similar documents even if the SUPPLIER has not specifically referred to.

These GTCS will prevail on any other GTCS (or similar document), even if sent to the SUPPLIER before or after the PO or supplies.

Each single supply could be regulated by different terms and conditions solely in case of explicit acceptance of the SUPPLIER, in writing, sent back to the CUSTOMER together with the PO confirmation.

These GTCS are available on the company website www.multiconn.it and will be considered well known and agreed to, by sole reception of the documents even if not underwritten by the CUSTOMER or by sole acceptance of proposals or by sole acceptance of Products delivery, as defined hereinafter at clause 4.

1.2 The parties could renounce to the wrights and remedies provided by the GTCS in writing only. In no case the renounce to a wright or remedy, or the delayed exercise of a wright or remedy could be considered as a renounce to exercise further wrights or remedies.

1.3 Any term or provision of these GTCS which is invalid or unenforceable in any jurisdiction will be ineffective to the extent of such invalidity or unenforceability to the remaining terms and provisions of the GTCS or affecting the validity or enforceability of any of the terms or provisions of these GTCS in any other jurisdiction.

2. PURCHASE ORDERS

2.1 Each order of Products or quotation should be send in writing. Any PO sent by the CUSTOMER or any quotation sent by the SUPPLIER end accepted by the CUSTOMER within 5 days since the date of delivery, (weather sent by Fax, mail, email) (henceforth "Orders") will be considered as an irrevocable purchase offer of the CUSTOMER to buy the Products and it will be regulated by these GTCS.

2.2 In no case, neither in case the CUSTOMER has confirmed a quotation send by the SUPPLIER, the SUPPLIER will be forced to sell its products to the CUSTOMER before having sent a PO confirmation in writing (henceforth PO Confirmation).

2.3 Except the case of different understandings, the SUPPLIER will be free, under Clause 2.4 and 2.5, to modify or cancel any PO, if the CUSTOMER's written request to do so is received:

2.3.1 in case of standard Products, at last 48 hours (2 days) from the date indicated in the PO Confirmation;

2.3.2 in case of customized Products or in case the PO fulfilment needs special components or special materials, at last 48 hours (2 days) from the date indicated in the PO Confirmation

2.4 Any PO cancellation or modification will by confirmed by sending a new PO Confirmation indicating the total amount of cost/expenses which the CUSTOMER must pay as a consequence of PO modification/cancellation. The new PO Confirmation will be binding after 5 days by the date of its delivery.

2.5 Except the provision of Clause 2.4 or except different understandings, in case of PO cancellation/modification required by the CUSTOMER, the SUPPLIER will be entitled to charge to the CUSTOMER the whole price of the original PO.

3. PRODUCTS - QUANTITY

3.1 The quantity of Products for each PO or consignment will be indicated in the quotation or in the PO Confirmation both for standard and custom made products.

3.2 The products sold by the SUPPLIER must be used only and exclusively for the purposes indicated by the respective original manufacturers. the CUSTOMER must comply with the manufacturer's or supplier's product specifications

4. CONSIGNMENT

4.1 Except different understandings, the Products will be consigned to the shipper within the date of delivery indicated in the PO Confirmation with a tolerance of 15 working days (Grace Period). In any case Products are shipped at CUSTOMER's risk, reserved any action against the shipper.

The delivery dates are indicative and not binding and are subject to changes due to the availability of the goods from the SUPPLIER's suppliers, and to the fact that the CUSTOMER has paid any overdue amounts relating to previous supplies. Likewise, the prices shown in the previous Order Confirmation may undergo changes in the event of sudden and exceptional price increases made by the manufacturer due by the changed market situations. Multiconn reserves the right to deliver the products in advance of the scheduled date.

4.3 The goods are sold ex-works by the SUPPLIER, therefore the transport risk is fully borne by the CUSTOMER and the goods will be considered delivered to the CUSTOMER when they are collected by the carrier or by the CUSTOMER himself at the warehouse of the SUPPLIER.

5. PRICE - PAYMENT

5.1 The SUPPLIER will bill all the Products depending on the prices listed in the PO Confirmation. Prices do not include packaging costs, shipping costs, VAT and other tax or charges which will be separately indicated in the bill.

5.2 Except different understandings indicated in the PO Confirmation or in the quotation sent by the SUPPLIER, invoices will be paid in Euros, according to the deadlines- indicated in the PO Confirmation, or in the quotation sent by the SUPPLIER, using the payment method showed in the same ones , without the possibility of discount in case of advance payment.

Payment expenses will be entirely paid by the CUSTOMER. Partial payments, except different understandings, will be considered as follows: (i) unpaid invoices (beginning from the oldest); (ii) Interests payment; (iii) SUPPLIER's credit management expenses.

5.3 In case of failure to pay, overdue interest and legal expenses will be charged according to D.lgs 321/2002 Clause 4-5.

Except the provisions stated above, in case of failure to pay or late payment, of one or more invoices, the SUPPLIER, reserved any right to obtain damage compensation, will be entitled to communicate in writing a new date of payment. In case the payment is not executed within the new date, the SUPPLIER will be entitled to cancel or delay the execution of PO, to ask guaranties, or advance payments for future POs.

5.4 The CUSTOMER will pay net price, no compensation (except for credits regarding the same PO and stated by judicial final sentences), or deduction allowed, (except the ones provided for by law), without possibility to obtain, for any reason, reduced payments.

6. DELIVERY CHECK – COMPLAINTS

6.1 All Products will be examined by the CUSTOMER once received, in order to check correspondence and conformity with PO.

6.2 The CUSTOMER, within 5 working days since the date of delivery of the Products, will have to inform the SUPPLIER in writing in case of non-conformity or defective products found out after a brief check, reserved any right of action against the shipper. In other way, the delivery will be considered as accepted by the CUSTOMER and the SUPPLIER will not be responsible any more in case of non-conformity or defective products.

6.3 In case the CUSTOMER find non-conformity or defective products which he was not able to discover after the brief check, according to Clause 6.1, ("hidden defects"), he will have to inform the SUPPLIER in writing within 3 working days since the date of discovery. In other way, the SUPPLIER will not be responsible any more in case of hidden defects.

In no case the SUPPLIER will be responsible for hidden defects discovered after 12 month from the date of Consignment.

7 WARRANTY - ASSISTANCE

7.1 The SUPPLIER warranties that the Products will be, for a period of 12 month from the date of Consignment:

7.1.1 free from defect;

7.1.2 of satisfying quality

7.2 The SUPPLIER excludes any warranty of compliance or adaptability of the Products with CUSTOMER's needs or with other products even when the Products are used to be incorporated or assembled with other products.

7.2.1 samples, prototypes and products under development are as they are and without warranty

7.3 It is CUSTOMER's responsibility only:

7.3.1 to check that the Products are suitable for use intended by the CUSTOMER;

7.3.2 to check that the products realized using the purchased Products will be compliant with applicable laws and regulation.

7.4 The SUPPLIER excludes any warranty in case:

7.4.1 the CUSTOMER or third parties has modified the Product;

7.4.2 of incorrect use, incorrect storage of the Product.

7.4.3 of negligence, or incorrect care;

7.4.4 normal deterioration or wear of the Product.

7.5 The CUSTOMER will inform its contractors, customers and SUPPLIERS, about these GTCS, about storage instruction, deterioration and wear conditions

7.6 The guarantee is effective exclusively towards the direct CUSTOMER of the SUPPLIER; any complaints presented by third parties, including those of the SUPPLIER's customers, will not be accepted.

7.7 Any other warranty is excluded if not explicitly referred to.

7.8 In case the CUSTOMER finds non-conformity or supposed defective Products will have to inform the SUPPLIER in writing (Clause 6.2) and only on SUPPLIER's request will have to send the supposed defective Product to the SUPPLIER together with a detailed defect description in order to allow the SUPPLIER to verify if the product is defective or nor. In no case the CUSTOMER is entitled to send supposed defective products to the SUPPLIER except whether the SUPPLIER has confirmed that the Product is defective basing on the CUSTOMER's description (Defective Product). In other way, supposed defective products will be sent back to the CUSTOMER, charging delivery costs.

7.9 Any return of products must be previously authorized in writing by the SUPPLIER

7.10 The SUPPLIER will replace the Defective Product within ordinary production and delivery terms. If the SUPPLIER didn't want to or wasn't able replace the Defective Product, or in case of failure of three attempts of replacement, the CUSTOMER could break the contract or cancel its PO. CUSTOMER's damage compensation is regulated by Clause 9. The CUSTOMER will keep the Defective Products, which has been replaced, in good conditions (including original packaging), shipping them to the SUPPLIER on its request. Shipping costs for Defective Products will be paid by the SUPPLIER.

7.11 Any warranty offered to the CUSTOMER and any responsibility of the SUPPLIER for breach of warranty clause (Clause 7.1) are regulated by the provisions of Clause 6 and Clause 7.

7.12 Returns will be accepted only if accompanied by the R.M.A. (Return Material Authorization). All returned products must be in original packaging and properly packaged. All returned products must be returned following the instructions described in the R.M.A.

7.13 The products found not conforming to the standard specifications and / or in the conditions referred to in point 7.12 will be returned to the CUSTOMER at its expense

8. RESPONSABILITY

8.1 To the extent permitted by law, the liability of the SUPPLIER (arising out of or related to these GTCS and to any order, whether contractual liability or tort law or for any other reason and / or arising from a breach, failure or delay in performance of any obligation regulated by the GTCS and / or any defect of the Products) will be limited to the price of Products which have given rise to such liability.

8.2 Without prejudice to the above Clause 8.1, the SUPPLIER shall not be in any way liable for any damage including, but not limited to:

8.2.1 loss of any part or component and related manufacturing costs of finished, semi-finished or intermediate products of the CUSTOMER;

8.2.2 costs which the customer has incurred to obtain replacement products;

8.2.3 reputation damage;

8.2.4 third-party claims against the CUSTOMER or other damages or sums paid by the CUSTOMER in favour of its customers;

8.2.5 indemnity for defective product, requested by consumers, final buyers. In this case the CUSTOMER will be the sole responsible of Products compliance (or compliance of finished products manufactured including Products) with current regulations.

8.3 The CUSTOMER agrees to indemnify and hold the SUPPLIER harmless from and against all costs, expenses, indemnities, direct, indirect or consequential damages, which include actual damages, profits loss, damages, claims, demands, legal and procedural costs, and all conviction in which the CONTRACTOR may incur as a result of direct or indirect violations of these GTCS.

9. PRODUCT CONFORMITY AND INFORMATION

9.1. The SUPPLIER provides the CUSTOMER with information on the products as it is received by the producers; and they do not form an integral part of the properties of the products. The evidence of the conformity of the products therefore refers to what is declared by the manufacturer. The SUPPLIER does not provide any guarantee on the accuracy or completeness of the product information and does not guarantee that the information made available to the CUSTOMER is up-to-date, accurate and complete; they may be subject to change at any time and are not to be considered as a substitute for the official information issued by the producers of the goods trades by the SUPPLIER.

9.2 The SUPPLIER recommends the CUSTOMER to always check all information on the products before their use or before acting in compliance with them. All product information is subject to change without notice.

9.3 The SUPPLIER is not liable for any damage that may occur to the CUSTOMER or to third parties as a result of and as a consequence of the information on the products.

10. FORCE MAJEURE

10.1 In any case of unforeseeable circumstances or *force majeure*, the SUPPLIER shall be entitled to cancel the PO, interrupt the execution or postpone the date of delivery, as well as the grace period provided for in Clause 4. In this case the CUSTOMER will not be entitled to claim any compensation, cancel its POs or entrust them to a third party run.

In particular, it is intended as *force majeure* any other similar event beyond the control of the SUPPLIER that objectively prevent the SUPPLIER from delivering the Products.

10.2 Following the occurrence of an event that integrates the hypothesis of unforeseeable circumstances or *force majeure*, the SUPPLIER shall promptly inform the CUSTOMER, trying to find a solution by consulting the CUSTOMER.

11. TREATMENT OF PERSONAL DATA

11.1 To record and process the POs and / or respond to requests for information, the SUPPLIER may be required to collect personal data.

11.2 The processing of personal data will be governed by European Directive 95/46/EC and by national law applicable.

11.3 The SUPPLIER may at any time exercise the right to request information and to access, correct, oppose and request deletion of such data, in accordance with the applicable national law. Such requests should be sent by email or by post to the registered office of the SUPPLIER.

12. GOVERNING LAW - JURISDICTION

12.1 The GTCS and all agreements concluded under the GTCS will be governed by and construed in accordance with the Italian Law and these GTCS are written both in Italian and English, anyway the Italian version will prevail.

12.2 Any dispute arising out of or related to a contract concluded between the parties in accordance with these GTCS (including, without any limitation, all disputes relating to tort) shall be referred to the exclusive jurisdiction of the Court of Varese.