

1 - SCOPE OF APPLICATION OF THESE GENERAL CONDITIONS

1.1 - These general conditions (hereinafter "GCS") govern all current and future relationships between the parties relating to the supply of products in general of Nuova Kiwi S.r.l. (hereinafter "Supplier"). The GCS can be waived, even for individual provisions, exclusively as a result of a document signed by the Supplier and contemplated in the order confirmation sent by the same.

1.2 - Unless they have been specifically approved in writing by the Supplier, however, general or special conditions that differ from these GCS and that are indicated or referred to by the Purchaser (hereinafter "Customer") in communications to the Supplier shall be considered null and void, while any general or special conditions of the Customer not expressly referred to by the latter shall have no value.

2 - CONTRACT FORMATION

2.1 - Any offers of the Supplier shall be considered valid only for the period of time indicated on the same and exclusively for the complete supply of as indicated therein. In the absence of express indication of the period of duration of the offer of the Supplier, it shall be considered in any case lapsed and not binding for the same once 30 days have elapsed from the date of sending, unless otherwise stated by the Supplier.

2.2 - The supply contract between the Supplier and the Customer shall be finalized with the written confirmation of the Supplier accepting the order. No principle of execution shall start without written confirmation from the Supplier.

2.3 - However, if the conditions indicated in the order of the Customer differ from those of the written confirmation of the Supplier, the latter shall be valid as a new proposal and the contract shall be finalized when the Customer begins execution or accepts the products without express written reservation.

2.4 - Once confirmed in writing by the Supplier, the order shall be irrevocable. If the Customer does not execute the commitment undertaken with the order accepted as above by the Supplier, the latter shall be reserved the right to request execution in specific form, or alternatively to consider terminating the contract for fact and fault of the Customer, with consequent payment by the Customer as compensation for the damage of a penalty equal to one third of the amount of the supply, in addition to the reimbursement of expenses incurred.

3 - TECHNICAL DATA, DRAWINGS, DOCUMENTS RELATING TO SUPPLY

3.1 - The data and illustrations resulting from the catalogues, prospectuses, circulars or other illustrative documents of the Supplier are indicative and are therefore subject to tolerance. Said data is not binding unless explicitly mentioned as such in the order confirmation of the Supplier.

3.2 - The Supplier reserves the right to make changes to its products at any time that it considers convenient, giving notice to the Customer if concerning the installation.

3.3 - Should the Customer propose modifications to the products, in order for them to become mandatory, there must be full written agreement between the parties on the acceptance of the modifications, on the variations that said modifications may have on prices and delivery periods previously established. Prices may also vary if the quantities ordered are reduced or a more prompt delivery is requested than as previously agreed.

3.4 - The Customer expressly undertakes not to use, for reasons other than those provided for in the supply contract, drawings, technical information and findings relating to the supply, which shall remain the property of the Supplier and that the Customer may not communicate/deliver to third parties or reproduce without the written permission of the Supplier.

3.5 - The Customer is obliged to inform the Supplier, at the pre-contractual phase, of the existence of any special regulations to be met in the country of final destination of the goods to be supplied. In any case, the Customer is responsible for compliance of the products with the relevant legislation, and undertakes to relieve the Supplier from any prejudicial consequence arising from the placing on the market of destination of goods not compliant with the legislation of the country of destination.

3.6 - The product transport document contains the internal code assigned by the Supplier, together with the Customer's reference order, the description of the material and the quantity. Any reference to further data must be requested in writing by the Customer to the Supplier at the time of order, without prejudice to the Supplier's right not to process the request.

3.7 - In any case, the Customer must inform the Supplier in the pre-contractual phase if specific documents are required, such as test certificates, special instructions, etc. The Supplier reserves the right not to process any requests for specific documents received after confirmation of order. In case of positive feedback from the Supplier, the Customer must bear any costs necessary for the additions and the Supplier shall be exonerated from responsibility for delays in delivery etc.

3.8 - If the Customer provides the Supplier with components intended to be incorporated into the finished products, the Supplier, who undertakes to keep them with due diligence, shall in no way be responsible for the compliance of these components, the verification of which affects the Customer who also has the obligation to release the Supplier from any prejudicial consequence.

4 - Exclusions

4.1 - Unless otherwise agreed in writing between the parties, the supply does not include the project of the system, the installation of the equipment supplied, specific tests, manuals and training courses, start-up assistance and all the services and expenses not mentioned by the Supplier in the order acceptance.

4.2 - Similarly, taxes, stamp duties, customs fees, duties and any other additional charges are not included in the prices unless otherwise indicated by the written confirmation of the Supplier accepting the order.

5 - DELIVERIES

5.1 - Unless otherwise agreed, the supplies are intended goods returned Ex Works (Incoterms 2010). The Customer is required to communicate in advance to the Supplier and/or to the Carrier the usual warehouse times and the personnel responsible for receiving the products.

5.2 - The standard packaging is included in the supply and is provided by the Supplier according to internal instructions. If the Customer requires special packaging, it must be strictly indicated in writing in the order and the related costs, previously communicated to the Customer, shall be borne exclusively by the latter.

5.2 - With the return of the materials to the Customer or to the carrier, the Supplier shall be released from the obligation to deliver and all the risks on the materials shall pass to the Customer, even if the Supplier is in charge of the shipment or assembly on site.

5.3 - All delivery terms are indicative and are calculated on working days.

5.4 - Unless otherwise agreed by the parties, the delivery terms shall start to run from the moment of the conclusion of the contract, unless the Customer has to pay part of the price as a down payment, in which case the deadline shall be suspended until payment.

5.5 - Delivery terms are to be considered as extended by law: a) if the Customer does not provide the data or materials necessary for the supply in good time or requests variants in progress or even delays in responding to the request for approval of the drawings or executive schemes; b) if causes independent of the goodwill and diligence of the Supplier - including delays of subcontractors - prevent or make delivery within the established terms excessively expensive.

5.6 - Without prejudice to the Supplier's commitment to deliver the products within the established terms, the Customer is not entitled to any refund and/or compensation for the delay in delivery, nor is the Customer entitled to withdraw from the contract, terminate it, suspend payments or make claims for damages.

5.7 - In the event that the Customer is not up-to-date with payments relating to other supplies of the Supplier, the delivery terms shall be suspended and the Supplier may delay deliveries until the Customer has paid the sums due.

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5.8 - Except as provided for in article 11 below, in the case of failure by the Customer to accept delivery of the products for fact attributable to the latter, or otherwise, for reasons beyond the control of the Supplier, the Customer shall bear the risks and costs for their custody.

6 - TESTING AND ASSEMBLY

6.1 - Special tests, if required in the written confirmation of order acceptance, will be carried out at the Customer's expense at the factory indicated by the Supplier.

6.2 - Assembly and testing on site, if required, will be performed by the Supplier at the Customer's expense.

7 - PAYMENTS

7.1 - Unless otherwise agreed, payments must be made by the Customer to the Supplier within the terms provided in the written confirmation of order acceptance at the Supplier's domicile or at the credit institution indicated by the latter: in case of delay, the Customer shall be required to pay default interest that will be counted in full and without the need for a formal notice to the extent of the official discount rate in force in the supplier's country increased by three points, without prejudice to the Supplier's right to claim compensation of the greater damage suffered and termination of the contract pursuant to the law and/or article 11 below.

8 - CONFORMITY AND RETURNS

8.1 - Except for the provisions of article 3.8, the Supplier guarantees the conformity of the products supplied, meaning that the products are free from defects in materials and/or workmanship and that they comply with as established by the parties and undertake to analyze any critical issues reported by the Customer within a reasonable time, taking into account as much as possible the needs of the latter.

8.2 - The Customer is required no later than 3 working weeks from the delivery of the products, to report in writing to the Supplier the existence of defects with communication that must contain, under penalty of refusal of processing, the detailed and specific description of the defects, the number of products on which the defects have been found and the immediate return of defective products to the Supplier.

8.3 - In no case will the Supplier consider complaints of general, incomplete or in any case verbal deformities.

8.4 - The Supplier undertakes at his discretion to repair or replace the products or parts thereof free of charge which, following verification, are found to be defective for reasons that are independent of the Customer's fault or of poor maintenance. The Supplier will only be required to replace or repair defective products with the exclusion of any other warranty, service and liability for damages of any other nature suffered by the Customer. In particular, the Supplier will not be liable for any damage from loss of profit,

nor for delays in delivery of the work by the Customer or for costs related to the assembly and dismantling of defective goods.

8.5 - Replacement or repair are usually Ex Works (Incoterms 2010): expenses and risks for the transport of defective products shall be the responsibility of the Customer. However, if the Supplier, in agreement with the Customer, deems it more appropriate to carry out the work necessary for replacement or repair at the Customer site, the latter shall bear the travel and accommodation expenses of the technical staff made available by the Supplier and provide all means and auxiliary staff required to perform the operation in the quickest and safest way. In any case, the replaced products or components shall remain the property of the Supplier.

8.6 - The return of non-compliant goods must always be previously authorized in writing by the Supplier and in no case will the Supplier accept unauthorized returns. The returned materials must be shipped at the Customer's risk. Once returned, the sale price will be reduced by the expenses incurred by the Supplier. In case of receipt of unauthorized returns, the Supplier will have the right to return them to the Customer at the expense of the latter or to retain them.

8.7 - The Supplier shall not be responsible for products returned incorrectly assembled or used, or that have received insufficient maintenance or have been modified or repaired without the written authorization of the Supplier. In no case shall the Supplier be liable for products tampered with by the Customer and/or by third parties without prior written authorization, even if said goods were found to be non-compliant. Furthermore, the Supplier shall not be liable for any conformity defects in products due to normal wear of parts which, by their nature, are subject to rapid and continuous wear.

8.8 - In any case, the return policy shall be subject to the timely fulfilment of the obligations assumed by the Customer.

9 - RESPONSIBILITIES OF THE SUPPLIER

9.1 - The Supplier is solely responsible for the proper functioning of the products supplied in relation to the characteristics and performances expressly indicated by the latter.

9.2 - Without prejudice to the provisions of article 3.8, the Supplier shall not assume any responsibility for any faulty operation of machines or systems realized by the Customer or by third parties with components of the Supplier, even if the individual components have been assembled or connected according to schemes or drawings suggested by the Supplier. Verification of the compatibility of the applications and the correctness of the assembly and electrical connections shall be of exclusive relevance and responsibility of the Customer.

9.3 - In any case, outside the hypotheses governed by Legislative Decree no. 206/2005 (Consumer Code), and without prejudice to the provisions of article 1229 of the Civil Code, the Customer may not claim compensation for indirect damages, lost profits or production losses, nor compensation for sums in excess of the price of the goods supplied.

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10 - OWNERSHIP RESERVE

10.1 - The Supplier reserves the ownership of the products supplied until full payment of the amount by the Customer, who shall assume the risks from the moment of delivery to the carrier.

11 - EXPRESS TERMINATION CLAUSE AND TERMINATION CONDITION

11.1 - The supply contract shall be terminated by law pursuant to article 1456 of the Civil Code as a result of the simple written declaration by the Supplier to use this express termination clause, if the Customer: a) omits or delays the payments due 60 (sixty) days after the agreed deadline, regardless of the amount not yet paid ; b) delays or fails to receive the products in accordance with the provisions of article 5 above; c) does not comply with the obligations to prohibit the use of documentation and information required by article 3.

11.2 - The contract shall be considered terminated by law in the event that the Customer is placed in voluntary liquidation or has been subject to any bankruptcy proceedings.

12 - CONVENTIONAL WITHDRAWAL

12.1 - In the event that the Customer decreases the guarantees provided or does not provide the guarantees promised, the Supplier will have the right to withdraw from the contract without notice.

13 - APPLICABLE LAW

13.1 - All supply contracts, even when stipulated with Customers operating abroad, are governed by these GCS - which annul and replace any existing agreement between the parties - and exclusively by Italian law.

14 - JURISDICTION

14.1 - For any dispute concerning the execution, interpretation, validity, termination, termination of supply contracts between the parties, the Court of Vicenza shall have exclusive jurisdiction.

Molvena, date _____

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Customer Acceptance

(stamp and signature)

I, the undersigned, in my capacity as legal representative/person with appropriate powers, declare that I have carefully read all the general conditions of sale, which I declare to accept in full pursuant to article 1341 of the Civil Code and with particular reference to the following clauses that must be considered as specifically approved: 2 (Contract formation), 3 (Technical data), 5 (Deliveries), 7 (Payments), 8 (Conformity and returns), 9 (Responsibilities), 10 (Ownership reserve), 11 (Termination clause), 12 (Withdrawal), 13 (Applicable law), 14 (Exclusive jurisdiction)

Customer Acceptance

(stamp and signature)