

SALES CONDITIONS

LA BULLONERIA EMILIANA SRL

Via del Commercio 6, 41018 SAN CESARIO (MO) ITALY pi e cf 00223860362

TERMS AND CONDITIONS OF SALE

Orders

Orders will be fulfilled only after our approval, which may be implicit, with the fulfilling of the order, or explicit with our written confirmation. Goods offered with prompt shipment or delivery are always understood to include the clause "based on time and barring prior sale". Orders are always fulfilled, independently of the amount ordered, in standard packaging or multiples of the same. Should the customer desire packaging in amounts different from the standard the goods will be prepared as requested, but without quantity discounts and additional handling expenses will be charged. Should the customer fail to collect the goods ordered, we may, on our part, demand that the contract be respected or cancelled: in the latter case, the customer will be charged 20% of the amount of the goods as a penalty. Any quotation or commitment assumed will lapse in the event of modifications to the duty system or taxation of imports.

Prices

Prices refer to goods produced ex-works from our warehouses. The prices displayed on the price-list have the same validity as the list itself. Prices given on our verbal or written offers are not valid for more than 30 calendar days and may be limited to a shorter period specified by us at the moment of ordering. In any case, the prices displayed or stated may be subject to change without advance notice, due to sudden variations in the cost of raw materials, production or labour costs regarding the items we produce, or in the exchange rate of our currency regarding the products that we market and/or import.

Packaging and packing

Unless otherwise agreed, for each invoice we charge packaging and packing costs for an amount equal to 1.5% of the net value of the goods with a minimum lump sum of 10.00 Euros (10 Euros)

Payments

Payments must be made to our address within the terms stated on the invoice. The acceptance of other payment means, or the issue of bank receipts does not constitute derogation to the place of payment nor to the terms stated on the invoice. Disputes of any sort do not give right to the postponement or modification of the terms of payment agreed upon.

Default interest

Failure to respect the terms of payment stated on the invoice will be considered sufficient grounds for requesting default interest, without further notice, calculated starting from the day following the agreed payment deadline and ending the moment we receive payment of the amount owed to us; the interest rate that will be applied for late payment is the legal one in force at the time the contract is concluded. The payment of default interest does not prejudice the suspension of our supplies until the definition of the suspended payments.

Retention of title clause

All our materials are sold with the understanding that they remain our property until the invoices have been paid in full, in accordance with Article 1523 of the Civil Code.

Delivery

The terms of delivery are not absolute and must be intended as approximate. In the case of fortuitous events or overpowering circumstances (including war, mobilization or

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requisition) we reserve the right to cancel all or part of our orders without possibility for the customer to claim damages whatsoever. Breakdown of machinery, interruptions or limitations in the supply of electrical energy or gas, delays or insufficiency in transportation or railway cars, or any accidental event from which our fault is excluded constitute fortuitous and force majeure cases.

Shipment

Goods are always shipped at the customer's risk. We decline all responsibility, including that for goods sold ex destination. It is the duty of the customer to check the condition of the boxes before collecting them, pointing out to the person in charge any differences in weight or any damage observed. Insurance, if any, will be at the customer's expense and must be explicitly requested in the order. Should the customer fail to provide shipment instructions, we will act on our own initiative in the best interests of the customer, but with no responsibility regarding fees and the means of transport selected.

Claims and returned goods

Claims are not accepted after eight days from the receipt of goods. Goods which have been regularly ordered, cannot be returned for any reason, without our written authorisation.

Guarantee

We guarantee our products against factory defects; however, our responsibility is limited to the replacement, free of charge, of parts made or marketed by us, providing that they have not been modified, tampered with or used in an improper way. Replacement of the material is at the same destination of the initial processing. We do not accept responsibility for any consequence and/or damage deriving from the goods supplied,

including: labour costs for disassembling and/or assembling, selection costs, costs for the purchase of complementary parts and cost for production interruptions, etc.

The characteristics, performance, weights and measurements indicated in the catalogues are understood to be entirely indicative and approximate and may vary without advance notice. For materials not manufactured by us, the guarantee is granted with all the limitations that are imposed by our suppliers.

Competent court – The Court of Modena is competent for any legal disputes.

N.B.-. The above terms and conditions of sale are completely acknowledged and unconditionally accepted with the issuance of written or verbal order, subject to our specific written exceptions.