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GENERAL CONDITIONS OF SUPPLY

1. No order is valid unless it is given in writing.
2. When the conditions contained in this order modify some conditions of the offer, the order will however be understood as completely accepted if within 5 days from its reception there has not been any communication to the contrary by means of registered letter.
3. All the printed conditions contained in the offer, in the letter of acceptance of the order or in any document subsequent to the issue of the order are not valid unless they are specifically accepted in writing.
4. With this order all the conditions contained in the Purchaser's general and particular clauses, full knowledge of which is declared, are understood as accepted.
5. The terms of delivery indicated in this order are understood as accepted, excepting an explicit declaration during confirmation by the Supplier. Any causes of force majeure that delay the scheduled deliveries must be notified within 5 days of their occurrence and then proven under penalty of debarment from any right to invoke them. The terms of delivery are understood to be binding and essential. In the event of delays the Purchaser reserves the right to rescind the contract and to purchase the goods ordered but not delivered in due course from other suppliers. In this case any differences in price will be chargeable to the supplier, maintaining and not prejudicing in any case the Purchaser's entitlement to compensation for damage. The supplies to be made in a single consignment must not be spread or executed with an advance greater than 8 days with regard to the agreed terms. In the event of a delay, even for only one part of the order, we reserve the right to annul the same order, whether entirely or partially, maintaining our right to claim compensation for any damages that could arise from the delay. For the materials delivered in advance of the schedules the Purchaser reserves the right to carry out the return of the materials at the supplier's expense; at any rate the starting date of the terms of payment shall be postponed from the moment of actual delivery to the moment in which the delivery should have been made.
6. The contract prices are understood to be accepted by the supplier and are therefore absolutely unalterable in any event. Increases in the cost of raw materials, freight, exchange rates, transport, labour, taxes, duties and variations in general shall not be taken into consideration. In the event, however, that in the text of the order explicit exception is made to this clause, each price variation must be agreed and accepted beforehand by both parties, before being stated in the invoice or similar document.
7. The Purchaser's warehouses do not accept materials that are not accompanied by a delivery note indicating: the date, design number, description, quantity, order number and other data that the Purchaser should ask for from time to time.
8. The characteristics of the material that shall be delivered in execution of the relative order must correspond to the Purchaser's instructions. Failing this the material can be refused.
9. All material is accepted by the Purchaser's Arrivals Department "in abeyance" under reservation for further quality and quantity checks. The goods are understood as being accepted only after the execution of quality checks by the Inspection Department. For the notification of the non-conformity of the goods the terms provided for by article 1495 of the Italian Civil Code are not valid with regard to the Purchaser. This notification must be made within 6 months from the ascertainment of non-conformity.
10. Anomalies discovered during manufacture, assembly or processing in general shall give rise to waste chargeable to the supplier.
11. Material that does not correspond to the contract requirements shall be returned at the supplier's expense. In the event that, owing to the impossibility of the same to carry out the restoration of the anomalous material promptly, it is necessary to directly intervene to make the material conform to the requirements, the expenses borne shall be charged to the supplier.
12. The supplier shall supply and label the goods in accordance with the packaging and delivery specifications defined by the Purchaser, in the event of non-compliance, the Purchaser may repack, commission and/or affix additional labelling to the goods. The costs for such intervention shall be borne by the supplier.
13. If the text of the order does not specify the quality of the goods, the same must be of excellent trade quality and altogether suitable for the use for which they are intended. Our nominees have the right to access our supplier's warehouses for the inventory inspections of the material in our property sent in account for manufacture and in the manufacturing departments where the preparation of the goods ordered is carried out for the checking of the equipment, employment of the material and the manufacturing process. The inspection of the goods by our nominees does not however exonerate the supplier from the relative guarantees. The Purchaser declines all responsibility for the materials supplied in excess of the quantity ordered, even if said materials have been provisionally accepted by our warehouses. The check, inspection and effective reception of the goods shall be carried out in our workshops, the differences discovered shall be notified to the supplier in writing and, if to our detriment, we shall certainly be authorised to correct and consequently charge for the greater weight or quantity exposed.
14. It is understood that the goods shall always be delivered to the Purchaser's warehouses, even in the case in which the transport costs are charged to the buyer.
15. In accepting the order the supplier undertakes to limit the production of the pieces to the quantities ordered and not to transfer, in any way, to third parties any pieces made to the designs or samples of the Purchaser, not even as spare parts.
16. The designs, calibrations, moulds, sample pieces, that are consigned to the supplier for the execution of the orders, remain the exclusive property of the Purchaser and must be returned upon completion of the work in a good state of preservation, failing this, the expenses for the substitution or repair shall be chargeable to the supplier.
17. In the event of the breach of any of the contract conditions, the Purchaser shall have the right to retain, even without a judge's intervention, the amounts due to the supplier for whatever reason, to compensate for damage.
18. Any disputes shall be submitted to the exclusive competence of the Court of Padova. The abovementioned conditions are understood as wholly accepted by the supplier by the very fact of executing the order. The undersigned declares that the above conditions have been read and approved and in particular those relating to articles 12, 16 and 17, to which the undersigned specifically expresses agreement, according to and, for the purposes of, articles 1341 and 1342 of the Italian Civil Code.

Stamp and signature for acceptance thereof _____