

## GENERAL SALES CONDITIONS

Unless otherwise agreed in writing between the parties, these General Sales Conditions (hereinafter “General Conditions”), together with the special conditions provided for in the order confirmation, regulate all product sales between CIT (hereinafter referred to as the “Seller”) and any buyer (hereinafter referred to as the “Customer”) and, except for any specific written derogation agreement, they prevail over any other different clause inserted in models or other documents used by the Seller and/or Customers (hereinafter jointly referred to as the “Parties”).

The placing of the order by the Customer implies complete acceptance of these supply general conditions and waiver of his general purchase conditions individually considered as a whole. The supplies include only what is expressly stated in the CIT Order Acceptance Confirmation.

### 1 PRODUCTS

- a) The seller sells products which, for their nature, can be considered neither finished products nor products having intrinsic dangerous characteristics for users, as they are necessarily intended to be part of a Customer production cycle from which only the finished product can originate. Considering that, the regulations provided for by Directive 93/13/CEE of the Council of Europe, brought into force in Italy by Law 6.2.1996 N. 52 (Art. 25), and the European Directive 25.7.85 N.374 implemented in Italy by DPR 24.5.1988 N. 224 are logically and legally excluded from the operation.
- b) The Customer – by accepting these General Sales Conditions – acknowledges what stated above.
- c) The General Conditions concern the products, by which name are meant all the items offered by the seller presently and in the future and described in catalogues, drawings, data sheets or brochures. The seller reserves the right to make modifications, extensions or changes to the production of one or more products at any time, without any obligation of notice or communication.
- d) The sending of catalogues or of price lists does not constitute a formal offer by the Seller, who remains free to modify them at any time and without notice obligation.

### 2 ORDERS AND CONFIRMATION

- a) Each Customer’s order (hereinafter referred to as the “Order”), to be sent in writing to the Seller, is to be considered as fixed and binding for the Customer until the relative confirmation by the Seller and, in any case, orders received by the Seller via e-mail and fax are considered as submitted in writing by the Customer.
- b) Orders are accepted by the Seller upon receipt by the Customer of the order confirmation issued by the Seller (hereinafter referred to as the “Order Confirmation”). This confirmation contains ordered products codes, prices, delivery terms, payment conditions and/or any other information useful to the definition of the contract.
- c) If the Order Confirmation contains modifications with respect to the Order, the amendments are considered as tacitly accepted after three working days from the Order Confirmation receipt, unless the Customer has expressed his disagreement in writing.
- d) At any time the implementation of the supply may be suspended in case of change of the Customer’s financial conditions, as provided for by art. 1461 of the Civil Code.
- e) Cancellations/changes, even partial, of orders for products specifically manufactured on request will not be accepted.

### 3 PRICES AND TERMS OF PAYMENT

- a) Prices are to be intended according to the terms expressly specified in the confirmation. They don’t include services or charges not mentioned and, in particular, taxes in force in the place of destination.
- b) The payment of the supply is made, in the form and time expressly specified in the Order Confirmation, at the domicile of CIT. The money transfer, whatever is the means selected, always remains at the Customer’s risk.

### 4 DELAY OF PAYMENT AND WITHDRAWAL

- a) Any amount not received within 10 days after the expiration date indicated will produce, from the expiry of the term, delay interests (as stated by art. 5 N. 231/2002) in favor of the Seller at the annual inter-bank rate in force in the Customer’s country plus 3 (three) percentage points. This does not make any delay notice necessary and does not allow the Customer to defer payments.
- b) In case of sales with deferred payment, the Seller has always the right to ask for prepayment for further orders and/or shipments. The non-payment, even of a single instalment, 10 days after the deadline, will cancel the Customer’s term benefit, with the consequent and immediate expiration of the right of the following

instalments for goods already delivered, although concerning different orders, and the termination of the contract for the part still to be completed, because of the Customer's fault, up to the total contract termination, pursuant to art. 1456 of the Civil Code and the CONSEQUENT REQUEST FOR DAMAGES FOR BREACH.

- c) The Seller may refer to Articles 1460 and 1461 of the Civil Code and cancel the delivery of goods, without the Customer's possibility to claim:
  - i. if there are outstanding payments for previous supplies and/or previous invoices, whose terms are expired.
  - ii. If, at the time of goods shipment, the buyer's financial situation is judged unsatisfactory at the Seller's total discretion (existence of protests, of pending monetary, executive and/or protective procedures, of legal actions of any kind or of negative commercial information).

## 5 DELIVERY

- a) The delivery of the Products is defined from time to time according to the agreements between the parties, which include not only the terms of delivery, but also the definition of shipping responsibilities and insurance costs against shipping damages.
- b) To verify the respect of delivery terms and the risk transfer for total or partial damage or loss of goods from the Seller to the Customer, the delivery, pursuant to art. 1510 of the Civil Code, is regulated according to what laid down by Incoterms 2011, which provide rules and standards applied in international trading. Once the delivery has been carried out, all risks on materials are transferred to the Customer.
- c) The carrier's bill of lading must always be signed with the words: "CONTROL RESERVE".
- d) On delivery by the carrier, the Customer must verify the goods external conditions, the correctness of the parcels number and their gross weight (including the integrity of the parcels and of the goods they contain, as well as of the adhesive tape sealing the parcels) in compliance with the delivery note. In case of VISIBLE damage to the material during transportation, the kind of damage, as well as possible discrepancies and or goods breakage must be indicated immediately. To avoid unpleasant disputes, the Customer must write a reservation on the carrier's delivery note.
- e) The Customer must provide written notice to the production unit for claims and/or disputes regarding the supplied goods within 48 hours from receipt. Even if the goods are packed at the time of delivery, the Customer must check the materials received and send a written complaint to the Seller within the time limits specified above.

## 6 GOODS QUALITY AND RETURNS

- a) All the Seller's products are subject to quality control plans throughout the manufacturing process in compliance with internal procedures; any request of conformity and/or test certificate for the supplied goods must be expressly and previously indicated in the order.
- b) Any possible goods tolerance and/or variation may derive from their nature itself and are recognized by the industrial practices in use in the field, without any responsibility acknowledgement by the selling company.
- c) As the Customer must control the goods quality on delivery, the manufacturing start-up or prosecution of the sold goods is at the Customer's risk.
- d) The seller's responsibility is however limited to the quantity of goods considered faulty or to their price.
- e) When the seller recognizes his impossibility, he will either replace the goods supplied or refund their price, except for any other compensation for direct or indirect damage suffered by the Customer.
- f) In any case, the seller will not accept any claim 3 (three) months after goods delivery and the Customer will not make any claim if he has not paid for the supply.
- g) Any possible claim will be examined only if notified in writing and if reporting the identification number of the piece or lot; it must be accompanied by a significant and identifiable sample for the defective product.

## 7 RESPONSIBILITY FOR VICES AND/OR FOR DEFECTS OF THE PRODUCT

Considering that the application and the use of the Seller's products are subject to many variables (destination of the product, compatibility with the final plant/machine, conditions of keeping and storage by the customer, ect..) not depending on the Seller and on which he has no intervention power, the Seller shall not be unlimitedly responsible for any vice or defects of the sold products.

In particular:



composite materials italy

- a) The Seller is not responsible for the final destination of the product, for which the customer acts and chooses in full autonomy and awareness. Similarly, the seller is not responsible for the product's suitability for "working conditions", for which only the customer is responsible.
- b) The Seller is not responsible for any product's vice and/or defect resulting from abnormal deterioration, customer's neglect in keeping, incorrect application and/or installation operations, replacements and/or maintenance performed by others, as well as chemical, mechanical and/or electrical causes not relating to the sold product.

## **8 INDUSTRIAL PROPERTY**

The Seller guarantees that the supplied products do not violate any rights of industrial property of third parties and are free from liens, mortgages or bonds of any kind.

The Customer undertakes to keep any private information or documentation relating to the Seller's products strictly confidential.

The Customer undertakes to keep all technical and commercial information and any other data he comes to know during the contractual relationship strictly confidential. The selling company shall be indemnified in case of customer's breach. Similarly, all the technical or commercial documents, the drawings and the projects that the seller should exchange with the customer in the completion of the contract are subject to the same confidentiality.

In case any information and/or technical or commercial data reported by the customer should violate the industrial property right, the know-how or the trademarks and/or patents of third parties, the seller cannot be considered responsible in any way for such violations. If the selling company is involved in denunciations and/or legal actions by third parties for violations of trademarks, patents, know-how or other industrial secrets resulting from information and/or documents received from the customer, the customer undertakes to keep the seller undamaged and to release him from any economic refund request or any direct and/or indirect cost.

Any technical information transmitted by the seller or his representatives concerning the goods and his behavior in using them is purely indicative. Any variation made by the Customer during manufacturing cannot be claimed in any way by the Customer himself.

## **9 REGULATORY STANDARDS**

The present sales contract is governed by the general conditions listed here and, for what not expressly settled, it is governed by the sales regulations contained in the Civil Code (art. 1470 e ss. c.c).

## **10 TREATMENT OF PERSONAL DATA D.Lgs. 196/2003**

The customer authorizes the Seller to process, communicate and spread personal data for any need/contractual and legal compliance, as well as to enable a more efficient management of contractual and commercial relationships, including technical and advertising updates. Data can be processed in written form with paper, magnetic, electronic or telematic supports.

## **11 DISPUTES**

For any dispute concerning the interpretation and/or the execution of the sales contract, the parties agree on the jurisdiction of the Italian Judicial Authority and the competence established by the rules of the Civil Code procedure.

This sales contract, although drawn up by foreign citizens or for materials supplied abroad, is also governed exclusively by Italian Law. In case of interpretative discrepancy, the Italian version of these general conditions will be valid.

COMPOSITE MATERIALS (ITALY) S.R.L.

Via Quasimodo, 33 – 20025 Legnano (MI), Italy

Codice Fiscale : 08844870967 – Partita IVA : 08844870967