CLEAR DEAL

GENERAL CONDITIONS OF SALE STAMPOTECNICA S.R.L. – AIRCOMP DIVISION

1 SUBJECT AND SCOPE

1.1 These general conditions shall govern all present and future contractual and pre-contractual relations concerning the sale of pneumatic components, equipment and systems ("Products") between Stampotecnica s.r.l. – Aircomp Division ("Seller") and customer ("Buyer").

1.2 Unless specifically approved in writing by the Seller, general or special conditions included or referred to by the Buyer in his order or in his communications to the Seller shall be deemed null and void.

1.3 General or special conditions included or referred to by the Seller in the order confirmation and which differ from those reported or referred to by the Buyer in his order must be considered fully effective between the parties if the Buyer accepts delivery of the Products.

2 FORMATION OF THE CONTRACT

2.1 The sale contract comes into force upon order confirmation by the Seller.

3 INFORMATION AND DOCUMENTS

3.1 Before the sale contract comes into force, the Buyer shall inform the Seller in writing of the existence of any regulations to be complied with in the final sector of application of the Products and in the country of final destination of the Products that might have an impact on the characteristics of the Products or request documentation from the Seller.

3.2 All documents, information, drawings, images and videos referring to the Products that are transmitted by the Seller to the Buyer in execution or in relation to the sale contract will remain the exclusive property of the Seller and so, unless specifically authorised in writing by the Seller, the Buyer will not be allowed to transmit them to other parties or to use them for purposes wich are not related to the sale contract with the Seller.

4 DELIVERY

4.1 The delivery dates indicated by the Seller in the order confimation shall be not binding and not mandatory.

4.2 Unless otherwise specifically stated by the Seller in his order confirmation, delivery of the Products shall be Ex Works, even when the shipment is organized by the Seller.

4.3 The Buyer who does not accept delivery of Products shall incur risks and expenses of their custody and storage, as well as of their return to the Seller.

5 PAYMENTS

5.1 Any disputes that the Buyer should raise about the validity, the interpretation and the execution of the sale contract will never legitimize the non-compliance of the payment terms indicated by the Seller in his order confirmation, without prejudice to the right of the Buyer to subsequently and separately enforce his reasons.

5.2 The Seller is allowed to suspend the execution of the sale contract if the Buyer has not complied with the payment terms indicated by the Seller in the order confirmation and also if the Buyer has not respected the payment terms indicated by the Seller in his order confirmation relating to another sale contract concluded with the Seller.

6 ADDITIONAL COSTS TO BE PAID BY THE BUYER

6.1 In addition to the payment of the price of the Products indicated by the Seller in his order confirmation, Buyer must arrange for paying, within the same terms, to the Seller also the costs of packaging, customs fees, duties and any other additional costs subsequently communicated by the Seller.

7 RETENTION OF TITLE

7.1 The Seller retains ownership of the Products sold to the Buyer until the full payment of the price indicated in order confirmation and of all additional costs.

7.2 The Buyer shall do everything necessary to form in the country where the Products are located a valid retention of title in favor of the Seller or a similar form of guarantee in his favor, in the widest form permitted by the current legislation.

8 WARRANTY

8.1 The Seller warrants that the Products correspond to the quantity, quality and type stated in the sales contract between the parties.

8.2 If the Seller recognizes the defectiveness of the Products, the Seller may repair or replace them, thereby excluding that the Buyer being entitled to any damage claims against the Seller.

8.3 Any replacements and repairs will be carried out by the Seller Ex Works. The risks and expenses for the transport of the defective Products shall be borne by the Buyer.

8.4 The Products are delivered by the Seller with a twelve-months warranty that starts from the date of delivery to the Buyer and, for Products repaired or replaced as recognized as defective by the Seller, from the date of their repair or replacement.

8.5 The Buyer loses the right to enforce the warranty against the Seller if he does not report the defect of the Products in writing to the Seller within eight days from when he discovered it or should have discovered it.

8.6 The parts of the Products subject to wear and tear are excluded from the warranty and, in any case, the warranty will be considered void if the Products have not been correctly assembled or used and maintained by the Buyer, as well as if they have been modified or repaired by the Buyer without specific written authorization from the Seller.

9 LIMITATION TO THE SELLER'S LIABILITY

9.1 The Seller may never be required to compensate the Buyer for damages for an amount higher than the price paid for the defective Products and, in any case, it will never be required to compensate for indirect damages, production losses and lost profits of the Buyer.

10 TRADEMARK

10.1 Trademark "Aircomp" is owned entirely by the Seller.

10.2 The Buyer is not allowed to register the trademark "Aircomp" or to have it registered by any person or company in any way connected to himself.

10.3 The Buyer may use the trademark "Aircomp" only if specifically authorized in writing by the Seller.

11 APPLICABLE LAW, JURISDICTION AND COMPETENT COURT

11.1 For matters not expressly stated for in these general conditions, the parties agree to apply the Vienna Convention of 1980 on contracts for the international sale of goods.

11.2 Any dispute relating to the validity, interpretation and execution of sales contracts or otherwise connected to the same will be exclusively settled by the Italian jurisdiction and precisely shall be subject to the exclusive jurisdiction of the Court of Reggio Emilia, with the express exclusion of any other jurisdiction and court.

The Buyer

stamp and signature