



## **GENERAL SALES CONDITIONS**

### ***COMPLAINTS***

1. Any complaint about goods not complying with our order confirmation must be necessarily made – under penalty of cancellation, in writing not later than eight days after the receipt of the goods.

If the complaint should be well-founded after our technicians' ascertainment, our obligation is limited to the replacement of the goods that have been found out as not complying with the confirmation, in the same place and on the same terms and conditions of delivery of the original supply, upon prior return thereof.

The purchaser is not entitled to apply for the contract cancellation or price decrease and, any way, for the compensation for damage and refund of expenses it may have borne on any account whatsoever.

2. The purchaser will lose any right to make a complaint and to have the goods replaced if it should fail to immediately suspend the work cycle or use of the materials that are the subject-matter of the complaint.

3. The complaints are not intended to entitle the purchaser to suspend the payment of the invoices relative to the goods that are the subject-matter of the complaint.

### ***ESCAPE CLAUSE***

In addition to the cases of termination due to force majeure and in any other case provided for by the law, including – by way of example – the state of alarm, mobilisation, blockade of war of the countries supplying raw materials, personnel strikes and unrest, occupation of works, lock-outs, fires, floods, public disasters, etc., we are entitled to totally or partially recede from the sales contract already definitively made or still to be made in case of occurrence of any event or circumstance that may substantially modify the state of the markets, the currency value and industry conditions. In these cases and, in general, in all the cases of cancellation or withdrawal as a result of an impediment not due to our fact and fault, the purchaser will not be entitled to any compensation for damage, consideration or reimbursement. Upon request, it shall pay the price of the goods already arranged or still in process, which can be delivered.

### ***PLACE OF JURISDICTION***

The Court of Modena will be the sole place of jurisdiction for any dispute about the enforcement, interpretation and execution of the sales contract or any way arising out of it.

(Modena, 2<sup>nd</sup> January 2009)