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GENERAL TERMS AND CONDITIONS OF SALE

THE GENERAL TERMS AND CONDITIONS OF SALE HERETO CONTAIN CERTAIN PROVISIONS THAT HAVE OR MAY HAVE, AMONG OTHERS, THE EFFECTS TO: (I) LIMIT OUR RISK OR LIABILITY TOWARDS YOU; (II) RESTRICT YOUR RIGHTS TOWARDS US; (III) IMPOSE AN OBLIGATION ON YOU TO INDEMNIFY US; OR (IV) ACKNOWLEDGE CERTAIN FACTS BY YOU. WE STRONGLY RECOMMEND THAT YOU READ THESE CONDITIONS CAREFULLY, AS THEY WILL FORM PART OF THE CONTRACT BETWEEN US, AND THAT YOU FULLY UNDERSTAND THE TEXT PRESENTED IN BOLD FONT OR CAPITAL LETTERS. PLEASE BE ADVISED THAT ALL PRICES OF THE GOODS ARE PREDICATED ON THE ENFORCEABILITY OF THESE CONDITIONS AND WOULD BE SUBSTANTIALLY HIGHER IF THESE CONDITIONS DID NOT APPLY, IN ALL OR IN PART. WE WILL CONCLUSIVELY DEEM THAT YOU HAVE WAIVED ANY OBJECTION TO THESE CONDITIONS PURSUANT TO ARTICLE 2.2. BELOW IN EXCHANGE FOR SUCH LOWER PRICES.

1. DEFINITIONS

- 1.1. The term **"Conditions"**, means the general terms and conditions of sale hereunder.
- 1.2. The term **"Contract"** means every sale contract of our Goods entered between us and you.
- 1.3. The term **"Goods"** means the goods, including the goods manufactured according to your Specifications, which shall be sold to you under a Contract.
- 1.4. The term **"Quotation"**, means any written form, document or other instrument submitted by us, whether or not printed on our letterhead, which sets forth our quotation of the price of our Goods without any additional information (as to payment terms, delivery times etc.).
- 1.5. The term **"Offer"**, means any written form, document or other instrument submitted by us, whether printed on our letterhead or not, which, (i) if sent before receipt of your Order, sets forth at least the terms of payment, the price and the delivery times of our Goods; or, (ii) if sent after receipt of your Order, contains any term additional to or different from those contained in your Order.
- 1.6. The term **"Order"**, means any proposal submitted by you on any written form, document or other instrument, whether printed on your letterhead or not, which is sufficiently definite to enter into a Contract. For clarity and without limitation, any proposal setting forth at least description, quantity of the Goods ordered and shipping instructions shall be deemed sufficiently definite.
- 1.7. The term **"Acknowledgment"**, means any written form, document or other instrument submitted by us, whether printed on our letterhead or not, which express our unconditional and unreserved approval of your Order.
- 1.8. The term **"Acceptance"**, means an express act or implication by conduct that reasonably manifests your assent to an Offer. For clarity, and without limitation, any written confirmation of an Offer shall be deemed conclusive evidence of your express assent; the payment of the Goods ordered or the collection, in whole or in part, of the Goods ordered shall be deemed conclusive evidence of your implied assent.
- 1.9. The term **"Technical Data"** means all descriptions, specifications and/or drawings of our Goods available in English language on our website (<http://www.dugomrulli.it/en/>) and catalogues, as updated from time to time, or specifically set forth in any Offer or Acknowledgment.
- 1.10. The term **"Specifications"** means any and all information (including, but not limited to, drawings, methods, instructions and reports) that you provide to us to customize our Goods as per your proposal.
- 1.11. The term **"Force Majeure"** means any event out of our control (including: explosion; flood; accident; labor disputes; shortage, breakdown of equipment; terrorism, hostilities between nations, civil war, embargos, restraints or requirements of any government or governmental authority) causing our failure to perform or delay in performing a Contract.
- 1.12. The term **"Delivery Location"** means the location where the Goods shall be supplied, which, in the absence of agreement, will be deemed your principal address, as set out in your website or letterhead.
- 1.13. The term **"Use"** means, collectively, the assembly, handling, installation, application, planning, use and maintenance of the Goods in conformity with the standards, codes or regulations in force in your country.
- 1.14. The term **"Representatives"** means, without limitation, our agents, sales representatives, consultants, distributors or employees.

- 1.15. The term “**Material Safety Data Sheets**” means, collectively, data and warnings relating to health and safety information about the Goods, available in English language on our website (<http://www.dugomrulli.it/en/>) and/or in our catalogues, as updated from time to time.
- 1.16. All definitions set forth in this article 1, which may be either presented with all the letters of the term capitalized or with only the first letter of the term capitalized, will apply to these Conditions whether contained in the preamble or hereunder.

2. APPLICABILITY OF THESE CONDITIONS

- 2.1. ANY QUOTATION, OFFER, ACKNOWLEDGMENT AND ACCEPTANCE IS EXPRESSLY LIMITED TO AND MADE CONDITIONAL UPON YOUR UNCONDITIONAL AND UNRESERVED CONSENT TO THESE CONDITIONS, WHICH WILL GOVERN ANY CONTRACT.
- 2.2. WE WILL DEEM YOU TO HAVE DEFINITELY WAIVED ANY OBJECTION TO THESE CONDITIONS IF WE HAVE NOT RECEIVED FROM YOU WRITTEN NOTICE OF SUCH OBJECTION WITHIN TEN (10) CALENDAR DAYS OF THE EARLIEST OF OUR QUOTATION, OFFER OR ACKNOWLEDGMENT. YOU WILL, IN ANY EVENT, BE DEEMED TO HAVE AGREED TO ALL OF THESE CONDITIONS IF YOU ACCEPT ANY PART OF THE GOODS SHIPPED TO YOU OR IF YOU PAY THE PRICE OF THE GOODS EVEN PARTIALLY.
- 2.3. YOUR TERMS AND CONDITIONS OF PURCHASE, whether published on your website or attached or quoted or referenced orally or in writing in any order or other form document, SHALL BE WITHOUT FORCE AND EFFECT.
- 2.4. WE DEEM MATERIAL AND OBJECT TO AND REJECT ANY TERMS AND CONDITIONS WHICH ARE ADDITIONAL TO OR DIFFERENT FROM THESE CONDITIONS, which we have not separately agreed to in writing.
- 2.5. These Conditions supersedes any and all Conditions previously published or distributed by us.

3. FORMATION OF A CONTRACT

- 3.1. No Quotation shall be binding unless otherwise expressly stated by us in writing. Every Offer or Acknowledgment shall be binding unless otherwise expressly stated by us in writing.
- 3.2. Any errors or omission in Quotations, Offers, Acknowledgments, Technical Data or other documents issued by us shall be subject to correction at any time prior to the formation of a Contract without any liability by us.
- 3.3. Every Order shall be firm and binding. You will be solely responsible for the accuracy of your Order and of the Specifications, if any.
- 3.4. A Contract shall not be deemed to be formed until you make an Acceptance or receive an Acknowledgment.
- 3.5. Until a Contract will be deemed concluded pursuant to article 3.4, we will have no obligations whatsoever towards you and we will not be responsible for any expectation, reliance or restitution that you may claim as a consequence of your assumption that a Contract has been entered into.

4. TECHNICAL DATA AND SPECIFICATIONS

- 4.1. We have made all reasonable efforts to ensure that the details and descriptive information, including illustrations, contained in the Technical Data are accurate at the date of publication. However, the Technical Data are merely approximate and explanatory and do not constitute a trade description.
- 4.2. New Technical Data published or distributed by us shall automatically supersede and replace, without notice, our previous Technical Data.
- 4.3. Any Technical Data that we may (but are not obliged to) set forth in our Offer or Acknowledgment shall prevail and supersede any inconsistent or conflicting descriptions, specifications and/or drawings contained in the Technical Data.
- 4.4. We reserve the right to amend the Technical Data if required by any future applicable statutory or regulatory requirements, or if reasonably required by us (provided in the latter case that changes do not materially affect the quality or performance of the Goods).
- 4.5. YOU ACKNOWLEDGE THAT, AT THE TIME OF FORMATION OF A CONTRACT, YOU HAVE READ, UNDERSTOOD AND AGREED IN FULL TO THE TECHNICAL DATA, WHICH ARE INCORPORATED TO THESE CONDITIONS BY THIS REFERENCE.

5. GOODS; SPECIFICATIONS

- 5.1. Any proposal to use your Specifications shall be subject to our written approval, which may be denied for any reason whatsoever, including for technical or safety grounds.
- 5.2. Without prejudice to any other provision hereunder, IF WE AGREE TO MANUFACTURE GOODS ACCORDING TO YOUR SPECIFICATIONS, YOU ACCEPT TO: (I) BEAR ALL RISKS AND LIABILITIES RELATED TO THE MANUFACTURING AND USE OF THE SAID GOODS, EVEN IF YOU RELIED ON OUR RECOMMENDATIONS, TECHNICAL DATA OR CALCULATION TOOLS; (II) ASSIGN US ALL PROPERTY RIGHTS (IF ANY) THAT YOU MAY CLAIM ON THE SPECIFICATIONS OR ON THE GOODS MANUFACTURED ACCORDINGLY.

6. MATERIAL SAFETY DATA SHEETS

- 6.1. YOU ACKNOWLEDGE AND REPRESENT TO HAVE READ AND UNDERSTOOD THE MATERIAL SAFETY DATA SHEET FOR THE GOODS AND WILL READ AND UNDERTAKE TO UNDERSTAND ANY SUBSEQUENT MATERIAL SAFETY DATA SHEETS PROVIDED BY US FROM TIME TO TIME. You undertake to exercise the degree of care required to protect

persons and properties from any hazards of the Goods described in the Material Safety Data Sheets, including (i) warning and protecting your employees who may become exposed to said hazards, providing such employees with necessary and appropriate safety equipment and taking appropriate measures to assure that such safety equipment is adequately maintained and properly used, and (ii) warning third parties who may purchase or come into contact with the Goods or who handle or transport the Goods on your behalf of the aforesaid hazards.

7. PRICE

- 7.1. The price of the Goods shall be the price stated or quoted in the last Offer or Acknowledgment before the formation of the Contract. Where there is a doubt, the price listed in our price list current at the time of the formation of the Contract shall apply. All prices of our Goods are meant Ex Works [ICC Incoterms® (2010)] our plant in Zola Predosa (Bo), Italy.
- 7.2. Unless otherwise agreed in a writing signed by us, our prices are expressed in Euro and refer to Goods packaged according to our factory procedures.
- 7.3. In case of open orders or orders with lead time longer than two months, we reserve the right to increase the price of the Goods prior to delivery, and give notice to you that we intend to do so, if the increase is due to circumstances beyond our reasonable control.
- 7.4. The price of our Goods does not include any federal, state, provincial, or local excise, use or other tax (including, but not limited to, VAT and/or sales tax), duty, assessment, levy, custom duty, export charge, shipping cost, insurance and expenses, which shall be exclusively borne by you unless otherwise agreed in writing by us.

8. TERMS OF PAYMENT

- 8.1. All payments for the Goods ordered must be made on the due dates indicated in our invoices, time being of the essence. We reserve at any time the right to request payment or other form of security prior to delivery.
- 8.2. Except as otherwise provided in a writing signed by us, any payment of the Goods shall be made (i) in Euro currency; (ii) without any setoff or deduction; (iii) through bank wire transfer; and (iv) free of exchange collection or other charges. Our bank account details will be set forth in our invoices or will be provided to you separately in writing.
- 8.3. IF YOU DEFAULT IN THE PAYMENTS WHEN DUE AS HEREIN PROVIDED OR IF WE SHALL HAVE ANY DOUBT AT ANY TIME AS TO YOUR FINANCIAL RESPONSIBILITY OR CAPABILITY, WE MAY, IN OUR SOLE DISCRETION (I) SUSPEND MANUFACTURING; (II) REFUSE TO MAKE SHIPMENT OR DELIVERY OF THE GOODS; OR (III) DECLARE THE ENTIRE SUM INVOICED IMMEDIATELY DUE AND PAYABLE REGARDLESS OF THE DATES OF MATURITY OF EACH PAYMENT.
- 8.4. Without prejudice to article 8.3. and in addition to any other available remedy, if you default in the payments when due as herein provided, then interest will accrue on the overdue amount at the statutory rate set forth by the Italian legislative decree dated October 9, 2002 n. 231.
- 8.5. Where interest on any sum due accrues in our favor in accordance with article 8.4., any payment later received by you will be applied first in payment of the interest due, and then in reduction of the indebtedness.

9. DELIVERY AND INSPECTION

- 9.1. All dates that we propose for delivery are approximate only and non-binding. Time for delivery agreed upon shall not be of the essence. We reserve the right to arrange with you alternative methods of delivery, which, in such case, shall be made at your own risk and peril. In any case, we will bear no liability should we choose the carrier of the Goods on your behalf.
- 9.2. All Goods shall be delivered to you Ex Works (ICC Incoterms®, 2010) our plant in Zola Predosa (BO), Italy.
- 9.3. WE SHALL NOT BE LIABLE IN ANY WAY FOR LOSSES, DAMAGES OR EXPENSES (WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL) CAUSED OR ALLEGED TO BE CAUSED BY US IN CONNECTION WITH (I) ANY DELAY IN DELIVERY OF THE GOODS AND/OR (II) ANY FAILURE TO DELIVER THE GOODS THAT IS CAUSED BY FORCE MAJEURE OR BY YOUR FAILURE TO PROVIDE US WITH ADEQUATE DELIVERY INSTRUCTIONS OR ANY OTHER INFORMATION RELEVANT TO THE GOODS.
- 9.4. We will be entitled to deliver the Goods by instalments and to treat each delivery as a Contract that may be invoiced separately.
- 9.5. If you fail or delay in collecting the Goods you will bear all subsequent costs, expenses and damages related and we may declare the price of the Goods delivered immediately due and payable, regardless of the dates of maturity of each payment.
- 9.6. You will timely provide us copies of the official transport document(s) of the carrier, which we shall be entitled to request directly to the carrier should you fail to do so.
- 9.7. You will be solely responsible for obtaining and paying for insurance costs on the Goods (including war insurance), if desired.
- 9.8. WE WILL DEEM THAT YOU HAVE INSPECTED AND APPROVED THE GOODS UPON THEIR ARRIVAL AT THE DELIVERY LOCATION. SHOULD YOU FAIL OR REFUSE TO TAKE OVER THE GOODS UPON THEIR ARRIVAL AT THE DELIVERY LOCATION, WE (I) WILL DEEM THAT YOU HAVE APPROVED SUCH GOODS TEN (10) CALENDAR DAYS AFTER THE FIRST ATTEMPT OF DELIVERY MADE BY THE CARRIER AND (II) WILL BE FREE TO DISPOSE OF THEM WITHOUT ANY LIABILITY TOWARDS YOU.

10. RISK AND TITLE TO THE GOODS

- 10.1. All risk of loss of the Goods shall pass to you from when we will give you written notice that the Goods are available, unloaded, at our plant in Zola Predosa (BO), Italy.
- 10.2. Title to the Goods shall not pass to you until we have received payment in full (in cash or cleared funds) for the Goods delivered and for any other Goods that we have supplied to you, in respect of which payment has become due.
- 10.3. If, before title to the Goods passes to you, you become subject to any of the events listed in article 17.1, or we reasonably believe that any such event is about to happen and notify you accordingly, then, provided that the Goods have not been resold and without limiting any other right or remedy we may have, we may at any time require you to deliver us the Goods at your expenses and, if you fail to do so promptly (and notwithstanding any termination of the Contract), we (or any Representative appointed by us) may enter your premises or the premises of any third party where the Goods are stored in order to recover them.

11. LIMITED WARRANTY

- 11.1. You acknowledge to have alone determined, before entering into a Contract, that our Goods are suitable for your scope and that you will be solely responsible for their Use.
- 11.2. **WE WARRANT THAT WE HAVE TITLE IN THE GOODS AND THAT SUCH GOODS ARE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.**
- 11.3. **WE DO NOT WARRANT THAT ANY OF OUR GOODS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS.** Oral or written information or advice (if any) given by us will be given for accommodation only and shall not create any reliance or warranty.

12. LIMITATION ON ACTIONS, REMEDIES AND LIABILITY

- 12.1. OUR LIABILITY, AND YOUR SOLE REMEDY, FOR ANY CLAIM (INCLUDING A WARRANTY CLAIM PURSUANT TO ARTICLE 13) IN RESPECT OF ANY GOODS AT ANY TIME SOLD OR AGREED TO BE SOLD BY US, IS LIMITED TO, AT OUR OPTION (I) REPLACING THE PARTICULAR QUANTITY OF DEFECTIVE GOOD OR (II) REFUNDING THE PURCHASE PRICE OF THE PARTICULAR QUANTITY OF DEFECTIVE GOOD, LESS THE VALUE, IF ANY, TO YOU OF THE DEFECTIVE GOOD. IN ANY EVENT, NO CLAIM OR RECOVERY BY YOU OF ANY KIND (WHETHER AS TO GOOD DELIVERED OR FOR NON-DELIVERY OF THE GOOD) SHALL BE GREATER THAN THE PURCHASE PRICE OF THE GOOD TO WHICH THE CLAIM RELATES.
- 12.2. Any claim made by you against us will not entitle suspension or delay, in whole or in part, in making any payment due for the Good over which the claim arose or for any other Good received by or to be delivered to you before or after the notice of said claim.
- 12.3. TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, IN NO EVENT SHALL WE BE RESPONSIBLE OR LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY THEORY OF LAW (INCLUDING, BREACH OF CONTRACT, BREACH OF WARRANTY, MISREPRESENTATION NEGLIGENCE, STRICT LIABILITY OR OTHER TORT WITH RESPECT TO THE GOODS) FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (INCLUDING ANY LOSS OF PROFITS, ATTORNEYS' FEES OR OTHER ECONOMIC LOSS), EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

13. WARRANTY CLAIM

- 13.1. CLAIMS IN RESPECT OF ANY GOOD AT ANY TIME SOLD OR AGREED TO BE SOLD BY US, UNDER ANY THEORY OF LAW, INCLUDING CLAIMS ON ACCOUNT OF WEIGHT, QUALITY, LOSS OR DAMAGE TO SAID GOODS, SHALL BE TIME-BARRED IF NOT MADE IN WRITING NO LATER THAN EIGHT (8) CALENDAR DAYS FOLLOWING THE DATE OF INSPECTION OR APPROVAL OF THE GOOD ALLEGED TO BE DEFECTIVE, WHICHEVER OCCURS FIRST.
- 13.2. AS A LIMITED EXCEPTION TO ARTICLE 13.1, ANY CLAIM ON ACCOUNT OF QUALITY OF THE GOODS WHICH IS LATENT AT THE TIME OF INSPECTION OR APPROVAL, SHALL BE TIME-BARRED IF NOT MADE IN WRITING NO LATER THAN EIGHT (8) CALENDAR DAYS FOLLOWING THE DATE OF DISCOVERY OF THE ALLEGED DEFECT.
- 13.3. Unless otherwise authorized in writing by us, you will promptly furnish to us appropriate samples of the Good alleged to be defective for testing and analysis before commencing a warranty claim.

14. DISCLAIMER OF OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS.

- 14.1. THE LIMITED WARRANTY SET FORTH IN ARTICLE 11 IS IN LIEU OF, EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND, WHETHER EXPRESSED, IMPLIED, AND WHETHER ARISING UNDER STATUTE OR UNDER CONVENTION (INCLUDING THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS), INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY PROPERTY RIGHTS. THIS SHALL APPLY WHETHER THE GOODS ARE USED ALONE OR IN COMBINATION WITH OTHER SUBSTANCES OR MATERIALS, EVEN IF THE PURPOSES OR USES OF SUCH SUBSTANCES OR MATERIALS ARE KNOWN BY US OR IF WE HAVE BEEN INVOLVED IN THE ANALYSIS OF THEIR PURPOSES OR USES, AND EVEN IF WE HAVE PROVIDED ANY RECOMMENDATIONS, ASSISTANCE OR INSTRUCTIONS IN CONNECTION THEREWITH. YOU ACCEPT AND ASSUME ALL RESPONSIBILITY, RISK AND LIABILITY FOR THE USE OF THE GOODS.

15. PROPERTY RIGHTS

- 15.1. All property rights in and on the Goods will vest, and remain at any time vested in us, regardless of any Specification that you may have supplied to us to manufacture the Goods. You will execute any document deemed proper or required to assign us any purported ownership, beneficial and other rights or interests that you may claim directly or indirectly on the Goods or on the Specifications.
- 15.2. Nothing herein shall be construed as granting a license you to use our property rights (including trademarks or other identifying marks) without the express prior written permission of our authorized Representatives.
- 15.3. IF A GOOD, AS AND WHEN SOLD ACCORDING TO TECHNICAL DATA, BECOMES THE SUBJECT OF A PATENT INFRINGEMENT CLAIM, WE MAY, AT OUR SOLE OPTION AND EXPENSE, (I) REPLACE OR MODIFY SUCH GOOD, (II) PROVIDE FOR THE RETURN OF SUCH PRODUCT AND REFUND THE PURCHASE PRICE PAID BY YOU, OR (III) PROCURE FOR YOU THE RIGHT TO CONTINUE TO USE SUCH PRODUCT. THE FOREGOING STATES OUR ENTIRE OBLIGATION AND LIABILITY WITH RESPECT TO ANY AND ALL PROPERTY RIGHTS CLAIMS.
- 15.4. We reserve the right, without liability to you, to discontinue deliveries of any Good or terminate a Contract with respect to any Good, if in our reasonable opinion, such Good's manufacturing, sale or Use would infringe any third party property right now or hereafter issued.

16. INDEMNIFICATION

- 16.1. YOU SHALL RELEASE US AND HOLD US HARMLESS FROM AND AGAINST ALL LIABILITIES, COSTS, EXPENSES, DAMAGES AND LOSSES (INCLUDING ANY DIRECT, INDIRECT OR CONSEQUENTIAL LOSSES, LOSS OF PROFIT, LOSS OF REPUTATION AND ALL INTEREST, PENALTIES AND LEGAL AND OTHER PROFESSIONAL COSTS AND EXPENSES) SUFFERED OR INCURRED BY US IN CONNECTION WITH ANY CLAIM INVESTIGATION, LITIGATION OR PROCEEDING (WHETHER OR NOT WE ARE A PARTY) MADE FOR ACTUAL OR ALLEGED INFRINGEMENT OF THIRD PARTIES' PROPERTY RIGHTS ARISING OUT OF OR IN CONNECTION WITH (I) OUR USE OF ANY SPECIFICATION SUPPLIED BY YOU; AND (II) YOUR USE, MODIFICATION OR APPLICATION OF THE GOODS, ALSO IN COMBINATION WITH OTHER SUBSTANCES OF COMPONENTS.

17. TERMINATION

- 17.1. We shall be entitled to terminate a Contract with immediate effect by giving notice in writing to you if: (i) you commit a material breach of your obligations under the Contract and (if such breach is remediable) fail to remedy that breach within a period of twenty (20) days after receipt of notice in writing requiring it to do so; (ii) you fail to pay, suspend, or threaten to suspend, payment of your debts, or you are unable to pay your debts as they fall due or admits inability to pay your debts; (iii) commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or makes a proposal for or enter into any compromise or arrangement with your creditors; (iv) you become insolvent or, whether voluntary or involuntary, you are subject to winding up, insolvency administration or receivership; (v) a creditor or encumbrancer party attaches or takes possession of the whole or any part of your assets (or a distress, execution, sequestration or other such process is levied or enforced on or sued against your assets) and such attachment or process is not discharged within twenty (20) days; (vi) any event occurs, or proceeding is taken, against you in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in article 17.1(iii) to 17.1(v) (inclusive); or (vii) you ceases, or threaten to cease, to carry on all or substantially the whole of your business.
- 17.2. Termination of a Contract, however arising, shall not affect any of our rights and remedies that we have accrued as at termination, including the right to obtain the price of the Goods.

18. EXCUSE OF PERFORMANCE

- 18.1. WE WILL NOT BE LIABLE FOR ANY DELAY, FAILURE OR DEFAULT IN PERFORMANCE THAT IS CAUSED, IN WHOLE OR IN PART, BY FORCE MAJEURE. If our performance is excused by Force Majeure, we may, discretionally, terminate the Contract, agree with you different prices of the Goods (or allocate deliveries, if any, among our clients), suspend the Contract and return advance payments received, without liability for doing so.
- 18.2. Payments due by you under a Contract shall not be excused, at any time, by Force Majeure.

19. APPLICABLE LAW

- 19.1. These Conditions shall prevail over and supersede any different provision of laws, including those contained in statutes, regulations and conventions (including the United Nations Convention on Contracts for the International Sale of Goods), provided that such provision may be excluded, derogated from or varied in its effect.
- 19.2. With reference to matters not expressly covered by this Conditions, Italian laws shall apply.

20. DISPUTE RESOLUTION

- 20.1. SAVE FOR WHAT IS PROVIDED UNDER ARTICLE 20.2, THE COURT OF BOLOGNA (ITALY) SHALL HAVE EXCLUSIVE JURISDICTION FOR ANY DISPUTE ARISING OUT IN CONNECTION, AMONG OTHERS, WITH THE FORMATION, EXECUTION OR TERMINATION OF A CONTRACT OR OTHERWISE RELATED TO ANY MATTER WHICH IS THE SUBJECT OF THESE CONDITIONS.
- 20.2. Without prejudice to article 20.1, for any dispute related to your default to pay, in full or in part, the price of the Goods or the accrued interest, we reserve the right to act against you before the courts of your domicile or before the courts of

any country in which your assets (including money or other thing of value amply sufficient to secure our claim) are located.

21. MISCELLANEOUS

- 21.1. To be effective, any notice, request, demand, waiver, consent, approval or other communication that is required or permitted hereunder must be in writing.
- 21.2. Unless the context herein clearly requires otherwise: (i) references to the plural includes the singular, the singular the plural, and the part the whole; (ii) references to "hereunder", "herein" or "hereof" relate to these Conditions as a whole; (iii) "or" has the inclusive meaning frequently identified with the phrase "and/or"; (iv) any phrase containing the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding, or, as they case may be, following those terms; (v) references to "in writing" or any similar expression includes a reference to any communication effected by letter, email or facsimile transmission; (vi) references to "article" relate to a section of these Conditions.

Nothing contained herein shall be construed so as to require the commission of any act contrary to law and wherever there is any conflict between any provision of these Conditions and any present or future statute, law, ordinance or regulation, the latter shall prevail, but in such event the provision of these Conditions affected shall be curtailed and limited only to the extent necessary to bring it within legal requirement

DUGOMRULLI s.p.a.