

GENERAL CONDITIONS OF SALE of AMSAGOMMA S.r.l.
Via Paludo, 8, 33080 Poincicco di Zoppola (PN), Italy
(hereinafter the **SELLER**)

1. VALIDITY. These conditions of sale, if not derogated by particular conditions expressly approved in writing by the SELLER, shall govern the sale of SELLER's contractual products (hereinafter the **Products**) to the client (hereinafter the **CLIENT**). Commencement of the supply of Products from the SELLER without CLIENT's objection shall be deemed as confirmation that the CLIENT has read, understood and agreed to abide by these conditions. SELLER's quotations and/or offers, including prices, measures, weights, etc., are given subject to confirmation by the SELLER upon receipt of the CLIENT's order and no contract shall be concluded until such confirmation is given in writing or CLIENT's order is otherwise accepted. Should the CLIENT utilize its standard General Condition of Purchase (printed on orders, request of offer or otherwise), such terms and conditions shall not apply to transactions with the SELLER.

2. ORDERS. Orders, to be transmitted in writing (letter, facsimile, e-mail attachments), shall have to be duly signed by the CLIENT and shall be considered irrevocable until confirmation. Such orders shall not be binding unless explicitly accepted by the SELLER. Any order's modification included in the order confirmation shall be deemed accepted if not objected in writing within 5 (five) days of transmission of the confirmation containing said modification. In no case SELLER's confirmation of an order shall bind the SELLER to accept further orders from the CLIENT. The SELLER shall, therefore, be entitled to confirm or refuse orders at its reasonable discretion, and no compensation and/or indemnity whatsoever shall be claimed by nor due to the CLIENT should any order not be confirmed by the SELLER.

3. PRICES. Prices shall be those set out in SELLER's price-list in force at the time of receipt of the order. Unless otherwise stated, prices quoted are exclusive sales tax and the SELLER reserves the right to adjust such prices between the date of the quotation and the completion of the contract. Prices may also be adjusted after order confirmation - according to SELLER's commercial programs and policies - depending on increase of raw material and/or labour cost or in case of modification of the envisaged quantity and/or quality of Products requested by the CLIENT or in accordance with the official devaluation rate of actual payment, as stated by the Italian I.S.T.A.T. department.

4. PAYMENTS. Conditions of payment are those agreed in writing with the SELLER and shall be regulated, as the case may be, by the applicable provisions of this article. At any rate payment shall be deemed effected upon the relevant receipt at SELLER's premises. (a) In case of payment by swift transfer same must be effected on the bank account indicated in writing by the SELLER. (b) In case of payment by banker's receipts, same shall be issued by the SELLER for the amount indicated in the invoice, payable at maturity. Said banker's receipt shall make reference to the bank indicated by the CLIENT. (In case of orders or order confirmations referring to agreements on partial deliveries, payment terms specified in the order or order confirmations shall be applicable on every partial delivery. In the event of delayed payment, total or partial, the CLIENT shall pay, on the outstanding amount, the maximum interest from time to time set forth by the Italian laws implementing the Directives 2000/35 EC and 2011/7/UE, without prejudice to SELLER's right to terminate the contract as well as claim for the compensation of further damages. The SELLER further reserves the right to suspend orders and/or partial shipments in hand. In no case will the CLIENT be entitled to suspend or delay payments, neither in case of complaints, claims or disputes. Unless the CLIENT is not responsible for the delay, the SELLER will be entitled to claim from the CLIENT compensation for all relevant recovery costs incurred due to late payment, without prejudice for SELLER's right to claim for further damages, if any. Should the SELLER deem it appropriate due to the amount of the CLIENT's credit, the SELLER shall also be entitled to request the CLIENT a security bond or other first class bank guarantee to the SELLER's benefit against the risk of non-prompt payment by the CLIENT of the supply specified in the related order. The above guarantee shall be issued by a bank approved by the SELLER.

5. RETENTION OF TITLE. Products shall remain SELLER's property until full payment of the price. Should the CLIENT sell the Products before full payment of the relevant price, the credit deriving from sale of said Products will be automatically assigned to the SELLER and collection thereof be made directly on the SELLER's behalf and promptly remitted to the same. At any rate, all risks of damage and/or loss of the above Products shall be entirely borne by the CLIENT. As a partial derogation to what set forth in art. 10 below, the CLIENT undertakes to strictly comply with laws and regulations on retention of title in force in the place where the above products will be sold.

6. ACCELERATION CLAUSE. Failure to make timely payment, even of a single agreed installment, shall give the SELLER the right to demand immediate payment of the whole outstanding amount.

7. PENALTY. In the event of termination or withdrawal by the CLIENT from the sale agreement, the SELLER shall retain the installments already paid, if any, and the CLIENT shall be liable to a penalty equal to the 100% (hundred percent) of the agreed price, without prejudice for SELLER's right to claim for further damages.

8. TERMS OF DELIVERY. In no event delivery terms shall be of the essence. Although the SELLER shall exert any possible effort to deliver the Products within the terms agreed, in no case the SELLER shall be liable for direct, indirect, incidental or consequential damages in any manner whatsoever related or deriving from delays in delivering the Products. In case of force majeure and/or of any other unpredictable event beyond SELLER's reasonable control (losses, damages or delays due to strikes, union agitation, lockouts, accidents, fire, lack or delayed deliveries on the part of SELLER's suppliers, interruption or suspension of transports or energy, unavailability or shortage of raw materials, compliance with any law regulation or other governmental order, whether or not valid, insurrection, war-like acts, war, the elements, embargoes, act of God), terms of deliveries shall be automatically suspended from the date of the above event. The CLIENT undertakes to exert any possible effort to help the SELLER in the delivery of the Products, either in the terms originally agreed and in case of modification of same. Unless otherwise indicated by the SELLER, Products delivery shall be deemed effected FCA (Incoterms 2010), at SELLER's premises.

The SELLER reserves the right to make partial shipments. Failure to take delivery of the Products within the term of 10 (ten) days from the date of written communication of the SELLER, the CLIENT shall be liable to a penalty equal to the 100% (hundred percent) of the price agreed for that Products, without prejudice for SELLER's right to claim for further damages.

9. WARRANTY. Should the Products be utilized as components of complex products, it shall be the CLIENT's responsibility to verify that the Products shall be suitable to that specific use. Products shall be suitable to their normal use and covered by guarantee against defects of material and workmanship. Faults of quality or defects shall, under penalty of forfeiture, have to be communicated within 8 (eight) days of delivery thereof. Hidden faults of quality and hidden defects which cannot be verified immediately after arrival shall, under penalty of forfeiture, be communicated within 8 (eight) days from discovery thereof. Return of the Products shall not be accepted, unless authorized in writing by the SELLER. Warranty shall provide for the replacement or fixing of the Products, at SELLER's discretion, within the period of time normally necessary, in the same place and conditions provided for the original delivery. In no event shall the CLIENT be entitled to reduce the price of the Products or to terminate the agreement due to the facts and/or non-compliance without SELLER's written consent. The above warranty shall not be effective in case of non-respect by the CLIENT of the conditions of payment. Any further express or implied warranty as well as any other obligation or liability for direct, indirect, incidental or consequential damages are, to the maximum extent permitted by law, hereby expressly excluded and waived. The above warranty does not cover normal wear and tear of the Products. The above warranty shall not be effective should the Products be modified in any manner whatsoever by the CLIENT and/or third parties. The period of warranty shall start from the date of delivery of the Products and shall cover a period of 12

(twelve) months. In particular, the CLIENT hereby waives, to the maximum extent permitted by any applicable law, to any right and/or action of recourse and/or of call on guarantor for warranties due by the CLIENT to the consumers and/or its resellers, in the case of action of recourse of the latter, under any law because of a defect and/or a lack of conformity of the Products. The above is without prejudice to further limitations of warranty or liability contained in the terms and conditions in force between the SELLER and the manufacturer of the Products, if any, provided that they are communicated in writing by the SELLER to the CLIENT.

10. APPLICABLE LAW AND COMPETENT JURISDICTION. The sales effected under these conditions shall be governed by the laws of Italy. Any dispute between the Parties in connection with the sales hereof shall be devolved to the Jurisdiction and sole venue of the Court of Pordenone, Italy. Without prejudice to what set forth here above, the SELLER shall be entitled, at its discretion, to initiate proceeding before the competent Courts of the place where the CLIENT has its principal place of business. The Convention of Vienna of April 11th, 1980, on international sale of goods, shall not apply to any supply of Products made hereunder.

11. FINAL PROVISIONS. If any one of the provisions of this conditions is or becomes invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions of this agreement shall not be affected or impaired thereby. Failure by the SELLER to enforce at any time any of the provisions of this agreement shall not be construed as a waiver of such provisions or of the right of such party to thereafter enforce each and every provision herein.

THE CLIENT

In accordance with art. 1341 e 1342 of Italian Civil Code, the CLIENT expressly approves dispositions provided for in articles 1 (validity); 2. (orders); 3. (prices); 4 (payments); 5 (retention of title); 8 (terms of delivery); 9 (warranty); 10 (law and jurisdiction).

THE CLIENT
