

GENERAL CONDITIONS OF SALE

1) Definitions

1.1 For the purpose of these general conditions of sale (hereinafter, "Conditions of Sale"), the following definitions shall apply:

- «Seller» o «LABEL»: means LABEL S.p.A.
- «Buyer»: means any company, body or entity purchasing the Products from the Seller;
- «Products»: means the goods manufactured and/or assembled and sold by the Seller;
- «Order(s)»: each proposal for the purchase of the Products submitted by the Buyer to the Seller by fax or email;
- «Sale(s)»: each single sale agreement entered into further to the receipt by the Buyer of the written acceptance issued by the Seller of each single Order;

2) Purpose

2.1 These Conditions of Sale shall apply to all the Sales of Products worldwide occurred. If special agreements deviating from these Conditions of Sale have been or shall be made in writing and signed by the Seller and the Buyer, these special agreements shall prevail and replace in whole or in part, or supplement, the following Conditions of Sale.

2.2 The Seller does hereby reserve the right to add, amend or cancel any of these Conditions of Sale it being understood that such additions, amendments or cancellations shall apply to all Sales entered into as of the 30th day following the notification of the new Conditions of Sale to the Buyer.

3) Orders and Sales

3.1 The Buyer shall send Orders to the Seller by email to the following address ordini@labelspa.it, or by fax to the following number [+39 0521 675222] indicating expressly: the envisaged delivery date, the description of the Products, the quantity requested, their price and delivery terms.

3.2 Any purchase order received by LABEL shall be processed and (i) accepted by issuing an order confirmation or (ii) rejected by issuing a refusal report. It is understood that in case of discrepancies between delivery date indicated in the Order and delivery date specified in the order acceptance, the latter shall prevail.

3.3 The Seller may, for specific reasons related to the internal production or to the relevant market, supply the Buyer through any of the companies belonging to LABEL Group.

3.4 The Sale shall be considered executed, pursuant to the terms and conditions established in the Order, at the moment the Buyer receives the Seller's written acceptance (which may also be sent by mail, fax or telematics means) or, in absence of such acceptance, at the moment the Products are delivered to the Buyer.

3.5 Orders regularly accepted by the Seller cannot be cancelled by the Buyer without the Seller's written consent.

4) Price of the Products

4.1 The prices of the Products shall be those indicated in the Seller's price list in force at the time of the placing of the Buyer's Order or, should the Product not be included in the price list or should the price list not be available, that indicated in the Order and confirmed in Seller's written acceptance of the Order. Said prices shall be ex works prices (as per ICC INCOTERMS 2010), net of VAT and any discount.

4.2 The Seller reserves the right to change unilaterally the prices quoted in the price list. The amendment shall be communicated to the Buyer and shall apply to Orders received by the Seller after the date in which the modification has been notified to the Buyer.

4.3 Each Sale of the Products shall be subject to the terms and conditions of warranty stated in the following article 8.

5) Delivery

5.1 Delivery of the Products shall be Ex Works (ICC Incoterms 2010). Products' risk of loss shall be transferred to the Buyer upon the delivery time at the Seller's premises. The means of transport shall be select by the Seller considering its adequateness in relation to the specific Products to be delivered.

6) Payments

6.1 The Seller shall issue the relevant invoices upon the acceptance of the Order.

6.2 Payments shall be made in Euro currency and strictly within 30 days of the last day of the month during which the invoice has been forwarded by the Seller to the Buyer.

6.3 Failure to make payments within the time agreed entitles the Seller (i) to charge the Buyer overdue interests at the rate provided by the Italian Legislative Decree n. 231/02 and subsequent modifications; (ii) to suspend the delivery of the Products and (iii) to terminate every single Sale entered into. The suspension of the delivery of the Products or the termination of any Sale shall not entitle the Buyer to claim for any compensation whatsoever.

6.4 The Seller shall retain the title to the Products until the entire price of the Products has been paid. The Buyer shall take all necessary steps under local laws to make the retention of title clause valid and enforceable against any third party, causing registration on any apposite register where a local requirement.

6.5 Set-off or settlement of any kind are not allowed between amounts due to the Seller the Buyer and amounts due to the Buyer by the Seller.

6.6 Any complaints regarding the Products and/or their delivery shall not be ground for suspending or delaying the payment.

7) Non-conformity

7.1 Any non-conformity of the Products delivered to the Buyer as to the type and the quantity indicated in the Order must be notified to the Seller in writing within five days from the date of receipt of the Products by the Buyer. Should the claim not be notified within said term, the delivered Products shall be considered consistent with the ordered Products.

8) Warranty

8.1 Unless otherwise agreed upon, the Seller warrants that the Products are free of faults/defects for a period of 24 months from the date of the invoice issued by the Seller.

8.2 The warranty shall not extend to any Products whose defects are due to (i) lack of maintenance or improper use; (ii) failure to observe the Seller's instructions regarding the functioning, maintenance and the storage of the Products; (iii) repairs or modifications made by the Buyer or a third party without prior written authorization of the Seller.

8.3 Provided that the claim of the Buyer is within the remit of the warranty, the Seller shall undertake, at its discretion, to replace or to repair any Product or its part showing faults/defects.

8.4 The shipments from the Buyer to the Seller and from the Seller to the Buyer of the Products about which the claim is made shall be made at the Buyer's costs and expenses unless otherwise agreed upon.

8.5 Without prejudice to the terms of article 8.3 above and save for the case of fraud or gross negligence, the Seller shall bear no liability for damages to property or third persons, even as manufacturer of the Products, other than that expressly provided by virtue of any mandatory law provisions. In any case, the Seller shall not be liable for indirect or consequential damages of whatsoever nature as, by way of example, production losses or unearned profits.

8.6 In any case, Buyer's right to damages shall be limited to a maximum amount equal to the value of the Products showing defects or faults.

9) Intellectual Property

9.1 LABEL is the exclusive owner of the Intellectual Property rights concerning the Products. Their notice or use by virtue of these Conditions of Sale shall not grant to the Buyer any right or claims. The Buyer undertakes not to carry out any act incompatible with the ownership of such Intellectual Property rights.

9.2 The delivery of the Products does not imply any transfer of their copyright. Copyrights on the Products remain the sole property of the Seller. It is forbidden to the Buyer to imitate or copy the Products or any essential part of the trademarks, drawings, models, patents and in particular the software and firmware.

10) Confidentiality

10.1 The Buyer shall keep in confidence and shall not disclose to any third party any information, such as, but not limited to, trademarks, technical documentation, designs, know how, data and correspondence, disclosed by the Seller to the Buyer or which the Buyer has become aware of during or as a consequence of a Sale, whether or not marked as "Confidential Information".

10.2 The Buyer shall exercise all precautions to keep such Confidential Information secret and to disclose it only to its own employees and only to the extent that such disclosure is essential to fulfil the obligations provided for by these Conditions of Sale.

11) Legal domicile, applicable law and jurisdiction

11.1 The Seller is legally domiciled at its own head offices.

11.2 These Conditions of Sale as well as each single Sale shall be governed by and construed in accordance with Italian Law. Express exclusion of Vienna Convention of 1980 concerning international goods sale agreements is provided for herein.

11.3 All disputes arising from or connected to these Conditions of Sale and/or with each Sale shall be subject to the exclusive jurisdiction of the Court of Parma.

11.4 Notwithstanding the section 11.3 above, the Seller reserves the right, when bringing legal action as plaintiff, to take such action at the Buyer's place of residence, in Italy or abroad.