

General Sales Conditions

These General Sales Conditions are applicable, together with the special conditions in the offer or order confirmation, for each sale of Products between Omac di Consonni Graziano & C. snc (hereinafter called "Omac") and any purchaser (hereinafter called "Customer"). In case of contradiction, the special conditions will prevail. References made by Customer to his general terms and conditions are hereby rejected. Deviation from these General Sales Conditions require the explicit written approval of Omac.

1. PRICES AND TERMS

Prices are to be deemed for all purposes EXW LOADED, Chiuduno - Italy, Incoterms® 2010 ICC.

The prices shall be considered for the Products loaded on truck, rail wagon or O.T. type container. All risks of damages to or loss of the Products shall pass to the Customer as at the time of loading and fastening on mean of transportation.

Irrespective and independently of the above, should the Products and/or spare parts remain in Omac's premises for causes not attributable to Omac for more than 10 (ten) days from

the date of written notice by Omac to the Customer that the Products and/or spare parts are ready for loading on mean of transportation, all risks of damage or loss of the Products

shall pass to the Customer as of the elapse of said 10 days.

2. COMMISSIONING

Omac shall make available to the Customer qualified technicians to assist the Customer with the commissioning of the Products at the following terms:

- The Customer shall bear the cost of the technical personnel (equal to € 900,00 per working day/travel day), the costs for transportation, the board and lodging expenses (in

hotels equivalent at least to a three star category in accordance with European standards, on a "Full Board Accommodation" basis) of Omac's technical personnel.

- The commissioning of the Products shall be made jointly by Omac and the Customer.

- Should it not be possible to make the commissioning of the Products for reasons attributable to the Customer, the payment for such commissioning shall be due to Omac.

- If the payment (or an instalment of the payment) of the Products is due at the completion of the commissioning and the latter is not made for reasons attributable to the Customer, the commissioning will be considered in any case successfully completed after three months from the delivery date (defined in the point 4) and the payment will be due.

3. HELPLINE

Omac shall provide to the Customer telephone information services as to the operation of the Products on a 8 hour per day (from 8 am to 12 am and from 1 pm to 5.30 pm, Italian time zone) basis 5 days a week (from Monday to Friday).

4. WARRANTY

Omac's warranties are as follows:

- as for the Machinery: its good mechanical functioning for the period of 12(twelve) months from the date of delivery,

- as for the motors and mechanical parts: for the period of 12(twelve) months from the date of delivery,

- as for inverters, electronic parts: for the period of 6 (six) months from the date of delivery.

Omac's warranties will not cover the parts which are subject to normal wear and tear nor the electric parts of the Machinery.

For purpose of this provision the term "delivery" shall mean the date of CMR or BDR/CIM or Bill of Lading.

This warranty does not apply in case the defect, problem or malfunctioning is due to user's failure to properly maintain the Products or the improper or inexperienced or unskilful use

thereof or if modifications to the Products are made by the user without Omac's express written consent or if the Products are tampered with in any manner by such user or by any

third party.

In case of defects Omac, at its choice, either repair or replace the defective product or components or reduce the price of the Products.

The Customer shall not have the right to reimbursement of any damages, direct or indirect, in any case of defect or lack of conformity of the products.

The Seller does not warrant that the Products conform to special specifications or technical features or that they are suitable for particular usages except to the extent such

characteristics have been expressly agreed upon in writing.

5. SPARE PARTS

In case spare parts for the Products are needed to be supplied during the warranty period, they shall be shipped by Omac to the Customer free of charge, DAP, Incoterms® 2010

ICC. Replaced parts shall be shipped by the Customer to Omac, only upon Omac's request, DAP Chiuduno – Italy, Incoterms® 2010 ICC at Customer's expenses.

The Customer shall not be entitled to withhold any payment due to Omac for any reason on the ground that Omac has not complied with its warranty obligations.

Omac will make available, spare parts of the Products as may be reasonably needed, for the period of 5 (five) years from the date of the delivery. Prices, terms and conditions to

be agreed at the time of the request.

6. OPERATION AND MAINTENANCE MANUAL

Together with the Products Omac shall deliver one set of the operation and maintenance manual of the major components thereof in English language.

7. DELAYED PAYMENTS

In case of failure to pay or a delay in payment even of one single instalment of the price or any of the previous supplies for any reason whatsoever including any claim about alleged

defects or lacks of conformity of the products, the seller shall have the right to:

- suspend shipment of any products or delivery already scheduled; and

- demand the complete and immediate payment of all sums due even if payment by instalment has been agreed; and

- withhold all the sums paid by the buyer as compensation.

8. RETENTION OF TITLE

Omac will maintain exclusive ownership over the products sold until the entire price of these has been paid by the Customer. Therefore, until the products have been entirely paid for,

the Customer will simply be the depository of the products themselves, with the consequent obligation to maintain the products in a perfect state of preservation.

9. FORCE MAJEURE

Either party shall have the right to suspend performance of his contractual obligations when such performance becomes impossible or unduly burdensome because of unforeseeable

events beyond his control, such as strikes, boycotts, lock-outs, fires, war (either declared or not), civil war, riots, revolutions, requisitions, embargo, energy black-outs, delay in delivery

of components or raw materials. The party wishing to make use of the present clause must promptly communicate in writing to the other party the occurrence and the end of such force

majeure circumstances. Should the suspension due to force majeure last more than six weeks, either party shall have the right to terminate the Contract by a 10 days' written notice to

the counterpart.

10. SETTLEMENT OF DISPUTES

Any dispute arising out of any Omac supplies, should be governed by the Italian laws and shall be brought exclusively before the Court of Bergamo, Italy, which shall be deemed to

have exclusive jurisdiction over the parties and the subject-matter. The proceedings shall be conducted in the English language.