

Fabrizio Carlotto srl
Forged steel

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GENERAL SALES CONDITIONS

1. GENERAL VALIDITY CONDITIONS

FABRIZIO CARLOTTO SRL considers only the contractual conditions present in this document as binding and accepted, which must be considered an integral part of the commercial offer. Any other condition and/or request must be agreed or approved in written form. The general conditions indicated below apply to all orders received by FABRIZIO CARLOTTO SRL and to any future operations.

2. COMPLETION OF THE ORDER

The customer's Order is has to be considered definitive and finalized with the examination of the documents and with the assignment of the progressive number of the order by the management program. During these activities, FABRIZIO CARLOTTO SRL, if necessary, will exchange both written and telephone information with the customer to clarify all technical and commercial matters relating to the Order. In case of the need to receive the approval of construction drawings, for FABRIZIO CARLOTTO SRL the customer order is to be considered definitive only after receipt of the approval of the drawings.

3. CANCELLATION OR MODIFICATION OF THE ORDER

The Order may be canceled without charge of any penalty, unless FABRIZIO CARLOTTO SRL has already proceeded with the purchase of the raw material necessary for the forging or has already proceeded with the cutting of the material into bars. In this case, information will be exchanged to reach a consensual resolution of the order, if possible.

4. WARRANTY: MATERIAL AND ESECUTION

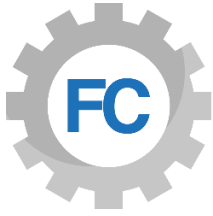
FABRIZIO CARLOTTO SRL guarantees that the products covered by the Order are supplied in accordance with the technical and dimensional specifications resulting from the contractual agreements, that the aforementioned products are free from manufacturing defects and that the material complies with the customer's requests.

The customer is required to notify FABRIZIO CARLOTTO SRL in writing of any discrepancies in the product within 2 months from the date of arrival of the goods at the established destination. After this period the warranty will expire.

In the event that the customer finds non-compliant material, he must, first of all, notify FABRIZIO CARLOTTO SRL in writing form by sending adequate technical documentation, such as photos or evidence showing the cause of the product dispute. Following the evidence of non-compliance, FABRIZIO CARLOTTO SRL reserves the right to collect the goods to repair them in the company or to accept an on-site repair or, alternatively, their scrapping at FABRIZIO CARLOTTO SRL. To accept the costs, FABRIZIO CARLOTTO SRL must obtain, before starting any repair work, an estimate quotation and accept it.



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4.1 WARRANTY: IMPERFECTIONS ON THE SURFACE and RUST

Rust and surface imperfections result from how the parts are handled and stored, which are activities and actions under the control of those who transport, hold and use the goods. FABRIZIO CARLOTTO SRL guarantees that the goods are free from rust and imperfections up to the established destination, when the transport is carried out carriage paid. In the event that the transport is carried out with the customer's vehicle or with carriers appointed by the customer, FABRIZIO CARLOTTO SRL guarantees the goods until they leave their warehouse.

Once the goods reach the established destination FABRIZIO CARLOTTO SRL asks the customer to promptly check and verify the quality of the product with particular attention to the possible formation of rust and imperfections on the surface of the pieces.

Any communications of non-conformity of the goods (written or oral) from which disputes may arise will not be taken into consideration.

5.DELIVERY TIMES

Delivery times are subject to negotiation at the time of the offer. If the customer delays the performance of activities due to him (delay in approving the drawings, in sending the documentation necessary for processing the Order, etc.), the delivery date of the supply will be postponed for an equivalent time. The delivery date will be communicated to the customer via email after the approval of the drawings or other activities pertaining to the customer.

6.DELIVERY TERMS

FABRIZIO CARLOTTO SRL will not be retained responsible for any delays in delivery if the supply conditions are impossible due to unpredictable and inevitable events (fortuitous event) or unforeseeable, inevitable events as well as which it is objectively impossible to resist (case of force majeure). Difficulties in production due to events occurring beyond its control and any other event "Force Majeure" must be notified to the other party in writing form, specifying exactly the cause beyond its control and the status of the delivery (cancellation /delay).

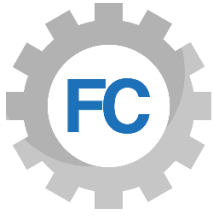
7.CASE OF FORCE MAJEURE

For cause of force majeure and unforeseeable circumstances we mean those causes inevitably beyond the sphere of control of the supplier and/or the purchaser (to which no responsibility can therefore be charged). On the other hand, unforeseen difficulties in manufacturing, difficulties in obtaining supplies (unless it is due to force majeure events), lack of manpower are not included.

In the event that an event of force majeure is declared and justified as set out in this paragraph, the parties must consult each other to extend the date of delivery of the goods. For delays and/or non-performance of obligations due to force majeure, neither party has the right to penalties, interest, damages or any other compensation deriving from force majeure for the entire period of duration of such impediment.



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8.INSPECTION, VERIFY, VALUTATION VISIT

In the event that the customer intends to carry out controls at FABRIZIO CARLOTTO SRL or carry out inspection visits aimed at evaluating its quality system, production processes and products to be supplied, this visit must first be agreed and scheduled.

9.PACKING AND TRANSPORT

FABRIZIO CARLOTTO SRL is responsible for the packaging of the goods and must verify that the goods are packed and protected in an appropriate manner, considering the type of product and the means of transport, when the transport is carried out in port free of destination with its own means or with means of carriers appointed by FABRIZIO CARLOTTO SRL. Furthermore, he is responsible for any damage that could occur during transport carried out with his own means free of charge or with means of transporters appointed by FABRIZIO CARLOTTO SRL.

FABRIZIO CARLOTTO SRL is not responsible for any damage that could occur during transport in the case of transport carried out by the customer's vehicle or by means of carriers appointed by the customer.

FABRIZIO CARLOTTO SRL always recommends that transport is carried out with a tilt truck or with a cover sheet to avoid the formation of rust and/or imperfections on the surface due to atmospheric conditions.

10.PRICE, BILLING AND PAYMENT TERMS

Payment of the agreed price must be made according to the terms established by the Order.

Once the Order has been issued and FABRIZIO CARLOTTO SRL has assigned the order number, the prices indicated therein are to be considered definitive and may undergo subsequent increases or modifications only after new written negotiation between the parties.

The currency of the amounts shown in the Order is the payment currency.

The unit prices of the same type of pieces, offered in case of repeated orders, may be different according to the different quantities of pieces requested in each Order or the total amount offered.

The taxes will be exposed according to the law, the transport costs and the packaging will be invoiced in accordance with what is established in the offer phase.

In the event that the customer can request a postponement of payment, this must be previously agreed with FABRIZIO CARLOTTO SRL and authorized.

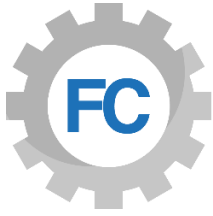
The prices quoted during the commercial negotiation are valid for the entire Order. FABRIZIO CARLOTTO SRL reserves the right to update the offers in case of changes regarding quantities, materials and technical specifications.

11.PRIVACY

All information and documentation object of the Order are strictly confidential. The name and/or logo FABRIZIO CARLOTTO SRL cannot be used without authorization. Any unauthorized use or abuse is expressly prohibited and constitutes a violation of the laws on trademarks, copyright or other intellectual property rights or unfair competition.



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12. PROTECTION OF HEALTH, SAFETY AND ENVIRONMENT IN WORKPLACE

FABRIZIO CARLOTTO SRL guarantees that the goods are carried out and delivered in compliance with the applicable regulations on health, work safety and environment.

13. RESPONSIBILITY

FABRIZIO CARLOTTO SRL will not be liable for personal injury or death and for loss or damage to any personal property resulting from any defects in the goods supplied in accordance with the contract.

14. COMPETENT COURT

In the event of a dispute between the Customer and FABRIZIO CARLOTTO SRL, Italian law is the applicable law, and the court of VARESE is the competent court.

TECHNICAL- GENERAL AND COMMERCIAL CONDITIONS

a) CERTIFICATION

- Final inspection (visual inspection- dimensional- packing)

b) PACKING

- the customer is required to provide everything necessary for the packaging in case of special requests (cartons, cellophane, crates/containers owned by the customer, etc ...)

c) PIECES PROTECTION

- FABRIZIO CARLOTTO SRL recommends that customers adequately cover the pieces during transport to prevent them from oxidizing up to the established destination. Alternatively, it requires transport to be carried out with tilt trucks.

d) MARKING

- The quotation, where agreed in the offer phase, includes the marking of the pieces. The customer is requested to inform FABRIZIO CARLOTTO SRL in case there are requests for special markings



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