

# **General Sales Terms of EMS-CHEMIE (Italia) S.r.l.**

## **1. Conclusion of contract**

This contract is only valid if regularly confirmed by us in writing. Buyer's conditions of purchase which differ from our conditions of sale are not binding for us. Subsequent modifications of any kind require our expressive and written confirmation.

## **2. Prices**

Unless otherwise agreed, prices shall be understood in EUR, exclusive of packing, ex our production sites. They shall be based on the foreign currency exchange, material price, wage, freight, customs duty and other rates effective at the time of conclusion of the contract. Should these rates change by any appreciable amount to our disadvantage, for example as the result of official measures, we shall be entitled to adapt our prices accordingly within the limits allowed in the purchaser's country.

## **3. Delivery periods**

Delivery periods shall, unless otherwise agreed, not be binding. Should a delivery be delayed, a reminder from the purchaser shall place the supplier in default. The purchaser shall grant an appropriate period for performance. Acts of God, manufacturing and transport delays such as strikes, lock-outs, shortages of energy or raw materials, disruption of transport or official measures, as well as any such events which may make performance uneconomic for the foreseeable future shall, along with any future acts of God, even those affecting our suppliers, release us from our obligation to supply for the duration of the event and its after effects without subjecting us to any obligation to deliver at a later date. Such events shall entitle us wholly or partially to withdraw from the contract but shall not provide the purchaser with grounds for claiming damages.

## **4. Quality guarantee**

This shall cover only first grade goods but not lower grade or special offer goods, etc. Products manufactured with synthetic fibres shall be subject to the BISFA (Bureau International pour la Standardisation de la Rayonne et des Fibres Synthétiques) regulations. We reserve the right to deliver goods varying slightly in appearance and characteristics owing to peculiarities of raw materials and manufacture.

## **5. Complaints**

The purchaser shall provide evidence of faulty goods delivered. Complaints with respect to defects, misdeliveries or shortages shall, insofar as they can be determined, be reported within 14 days after receipt of the goods, in writing and accompanied by the necessary docket. In case of hidden faults, the claim has to be lodged at the latest 8 weeks after receipt of goods.

Where complaints are well-founded, we shall make up shortages as agreed and, moreover, we shall, at our own discretion, either take back or exchange faulty goods or grant the purchaser a discount in respect thereof. The purchaser may not return goods without our approval.

Claims by the purchaser for damages in respect of termination of contract or of any of the relevant legal provisions of the contract due to gross negligence on our part shall be excluded apart what subject to the following provisions. Apart from cases of gross negligence or intentional mispractice on our part, damages payable to the purchaser shall be limited to the purchase price of the items at issue. In the case of gross negligence or intentional mispractice, our liability shall be limited to the damage likely to be caused by the breach of obligation.

Invoices for goods delivered may be offset solely against claims in respect of complaints that we have accepted.

## **6. Carriage risk**

Subject to any agreement reached to the contrary, delivery shall be effected ex our production sites at the risk of the purchaser regardless of who bears the freight costs or who effects the transport. Should despatch be delayed or prevented through no fault of ours, the consignment will be kept in store at the cost and risk of the purchaser.

## **7. Weights**

All quantities and weights given in the confirmation of orders shall be taken with a tolerance of +/- 10%. Unless an official weighing is expressly required, the weight as determined by ourselves shall serve as basis for calculating the price.

## **8. Stipulation as to retention of title**

All deliveries are effected subject to stipulation as to retention of title. Delivered goods will remain of our property until the full payment of all due amounts are effected by the buyer.

## **9. Delay on the part of the purchaser**

Should the purchaser fall in arrears in fulfilling its obligations, we shall be entitled, subject to further claims, to levy interest on arrears of 7% over and above the current discount rate of the main refinancing instruments of the European Central Bank – as issued half-yearly pursuant to paragraph 1 and 2 of Legislative Decree 231/2002, to suspend further deliveries - even those in transit - and to cancel any periods of grace granted in respect of payment for past deliveries. Where any doubt exists with respect to the solvency of the purchaser, especially where there are arrears in payment, we can require that further deliveries be made only against prepayment or the deposit of collaterals.

Should the purchaser fall in arrears, we shall also be entitled to withdraw from the contract without granting any extension.

## **10. Seller`s advice to the purchaser**

We shall advise you to the best of our knowledge on the basis of our research work and experience. However, any data and information that we give with respect to the suitability and application of our products shall not be binding and shall not release the purchaser from effecting its own tests and trials. The purchaser shall be responsible for observing laws and regulations when using our products.

## **11. Privacy policy**

All data referring to the buyer that will be supplied under the signed contracts will be treated in full respect of the buyer's rights, among which the right to privacy and, in any case, in compliance to the provisions of Legislative Decree 196/2003.

## **12. Partial invalidity**

The contract of sale shall not be generally affected by the inapplicability or invalidity of any individual provisions thereof. The parties shall replace any such provisions with applicable and legally valid provisions which achieve the same purpose as the original purpose of the provisions being replaced.

## **13. Place of performance, jurisdiction and applicable law**

The place of performance shall be, and jurisdiction shall lie with the courts of Milan. This contract shall be subject to Italian law.