

GENERAL SALES CONDITIONS

1. General Conditions

The present general conditions (**General Conditions**) shall be applicable to any sale agreement whatever, entered into by Lincotek Equipment S.p.A. (**Company**), on one side, as seller, and any company, individual or other entity, on the other side as purchaser (**Purchaser**) with reference to the plants (**Plants**) and the related services, included but not limited to, installation, assistance, training, maintenance, overhaul and repairing (**Service**), supply of spare parts (**Spare Parts**) and any kind of materials, such as, but not limited to, powders, slurries, ceramic materials (**Materials**). Plants, Service, Spare Parts and Materials are jointly defined also as **Products** or **Supply**. The General Conditions prevail and supersede any Purchasers' terms and conditions.

Any modification, amendment, exception and/or cancellation of the General Conditions must be agreed in writing or anyway expressly accepted by the Company.

2. Confirmation of order and acceptance

The order (**Order**) must be issued by the Purchaser and accepted by the Company in writing (**Order Confirmation**). In any case the Order cannot be deemed accepted unless Order Confirmation. The Order Confirmation issued by representatives and/or distributors, are binding provided that they are approved by the Company.

Particular conditions (amounts, price, methods of payment, etc.) of each will be those indicated in the offer sent by Company; orders will only be accepted if they comply with the offer; any addition or amendment made by the Company will be a part of the Supply agreement unless expressed refused by the Purchaser.

The quotations issued by the company are to be considered not binding, until they are defined by a corresponding Purchase Order by the Purchaser and until the Company have definitely confirmed them by Order Confirmation.

Eventual cancellation of the Order, even prior to the Order Confirmation, does not exempt the Purchaser from the obligation to pay the expenses borne by the Company in relation to the start-up or the execution of the Order.

3. Delivery date

The delivery date agreed or indicated in the Order Confirmation cannot be considered mandatory but it is purely indicative.

Company cannot anyway be held liable for any possible delay in delivery of the Supply due to causes of force majeure displayed at the following art. 13 and/or to any fortuitous and extraordinary events, such as, for example, accidents, strikes, transport delays, natural calamities, difficulty in obtaining the raw materials, breakdowns in production plants etc.

4. Transportation

The Supply is "ex-works" (as defined by the INCOTERMS 2010 and amendments thereof) unless otherwise indicated in the Order Confirmation. The Purchaser bears all costs and risks involved in taking the Products from the Company's premises to the desired destination regardless to the modality chosen either for transportation or for payment.

All the expenses as well as the risk related to transportation are in any case borne by the Purchaser even if, as a mere act of courtesy, the Company should directly organize transportation on behalf of the Purchaser.

The Company will be expressly exempted and kept harmless from any liability arising from damages due to transportation, unless otherwise agreed to in writing.

If the Purchaser does not take delivery of the Products at the delivery time, or if no time is agreed within a reasonable period, Company has the right, without prejudice to the provisions of art. 4 hereof, to transport and deliver the Products to the Purchaser at risk and expenses of the latter. In this case at the moment of delivery, the Company is entitled to get the payments for the delivered Products.

5. Terms of payments

The prices (**Price**) and methods of payment are those indicated in the Order Confirmation issued by Company.

In case of work carried out on a time basis, in lack of written agreement, the hourly rates of the technical personnel and/or machineries shall be those usually applied by the Company for similar services. In any case, the hourly rate of technical personnel shall not be lower than Euro hundred twenty-five (125,00).

For the Plants the Price shall be paid immediately in three installments according to the following percentages:

- 40% at the time of the Purchase Order
- 50% before the shipment, identified by the Company with the shipping date, and
- 10% after the final acceptance but in any case not later than 90 days after the installation.

For all the Services and Products different from Plants the entire Price shall be paid within 30 days from the date of the invoice.

Default or overdue payment of the amount by the due date, will entitle the Company to claim overdue interest on the amounts owed and not paid at the rate determined in accordance with Legislative Decree no. 231/2002 (TUR + 7%) starting from the expiration of the date agreed upon.

Default in payment of (even one) installment shall entitle the Company to request the full Price both for orders already fulfilled or in the process of being fulfilled.

The payments terms have to be deemed essential. In any case of breach of the Purchaser, the Company is entitled to suspend any work and/or Supply in progress as well as to terminate the agreement to its unquestionable convenience. The termination does not exempt the Purchaser from the obligation to pay the expenses borne by the Company in relation to the start-up or the execution of the Order.

6. Termination

Company may withdraw from the agreement at any moment whatsoever and stop the deliveries underway, without any penalty and/or indemnity, or obligation to reimburse the deposits eventually received, in the event of the existence of disputes, the instigation of admonitory, ordinary and/or insolvency proceedings or even out-of-court proceedings attributable to the client, as well as in the event of serious and repeated default in payment.

7. Technical details and intellectual property

Purchaser shall cooperate with the Company providing the latter with any information, instructions, details, specifications, samples, tooling or moulds, if any, desirable or necessary to perform the Supply. The Company shall not liable for any damage eventually occurred to the samples, tooling or moulds of the Purchaser to the extent of the performance Supply except for the case of serious negligence.

Material, sample, components delivered to the Company for the implementation of the Supply shall remain property of the Purchaser for the entire period of execution of the contract.

The Purchaser keeps totally exempted and completely harmless the Company from any action or dispute whatever, including, but not limited to, the legal fees, arising from thirds' claim in relation to marks, industrial designs, tooling, moulds, copyrights, patents or any other intellectual property exploited by the Purchaser.

If the Purchaser realizes by itself that it is violating, or receives a claim from any third party alleging that the Purchaser is violating any intellectual property as, by of example, *know how*, industrial designs, trademarks, patents, copyrights belonging to thirds owners, the Purchaser, even the claims are apparently not proofed or not grounded, shall notice immediately the Company which shall have the right to stop all the works and activities in progress until all the permissions and/or licenses are requested and obtained by the Purchaser from the owner of the above said intellectual property rights. The costs borne by the Company for such standby of the activity shall be charged to the Purchaser. If the stop of the activity is definitive the Purchaser is obliged to pay the costs, which were borne until the occurrence of the stop of the activity.

Nothing in this agreement is intended to grant any rights to the Purchaser with regard to any and all intellectual property, including, but not limited to, the know-how of the Company.

The Company shall have no limitation to utilize, reuse, exploit and/or dispose of any tangible or intangible item, including but not limited to the intellectual property and the know how eventually arisen, or which might be deemed arisen from, or into the extent of, the Supply, regardless and notwithstanding the Purchase has provided the Company with any information, instructions, details, specifications, samples, tooling or moulds, if any, desirable or necessary to perform the Supply.

8. Quality check - Liability

The Purchaser is obliged to perform the quality check and to test the Products as soon as they are delivered; any claim of the Purchaser must be notified by the latter to the Company not later than 30 (thirty) days from the delivery by mean of a registered letter.

Once verified the expiration of the afore said expiry term, the Company cannot be deemed liable any longer for the emission of the Products on the market, either to business or to consumers chain.

The company shall not be liable in any event and for any reasons, to the Purchaser and/or its customer and/or any third party, for any kind of indirect or consequential damages connected, but not limited to, loss of profit or savings, or revenue or contracts, interruption of production, loss of business opportunity, delay in delivery, loss of use, loss of goodwill and reputation.

9. Quality of the Products Plants and Assistance/Training - Responsibility

Company warrants the conformity of the Products to the specifications set out in the Order Confirmation.

Any eventual defection and/or divergence, as well as any lack referred to their quantity or quality, shall be respectively deemed waived and accepted by the Purchaser without any liability whatever to the Company, if not notified within the same term disposed at the article 8.

Company shall have no liability whatever for the use made of the Products by the Purchaser and/or by third parties nor for any injury to persons or damage to property arising out of such use. Under no circumstances shall Company be liable for indirect, consequential and/or unforeseeable damage.

Without prejudice to, and notwithstanding the foregoing, Company shall, in the event that it is burden of a damage, which results from a defect in the Products caused by the Purchaser, be indemnified by the Purchaser for such liability.

In the event of delivery of Products with defects, which are attributable to the Company, the nature of which are particularly grave and serious, the Company shall have the option at its sole discretion to repair the Products and/or Plants, replace or refund the price of the Products and/or Plants, which have been returned and which the company acknowledges as defective. Products may only be returned to Company by agreement between the Company and the Purchaser and on terms and conditions, that they shall mutually agree.

Claims on grounds attributable to the carrier must be addressed to the carrier by the Purchaser, since Company shall have no liability whatsoever in accordance to art. 4 of the present General Conditions, in connection with the carriage of Products. It is under the exclusive Purchaser responsibility to verify any anomaly in the delivery of the Products and to record them on the transport documents prior to acknowledging performance by the carrier.

10. Warranty

The Company warrants the conformity of the Products to the specifications set out in the Order Confirmation.

Once the Products have positively passed the quality control process settled in previous art. 8, whether with expressed declaration of conformity or with silent acceptance within the expiration term above the Company will be exonerate by any liability.

In the event of hidden non conformity of the Products, the Purchaser must notify the non conformity within 30 days from the manifestation of the defect. In relation to the mentioned defects the liability of the Company is anyway limited to 1 year from the delivery date.

The Company liability is in any case excluded after the manipulation of the Products or the incorporation of them in another good performed by the Purchaser or a third person, unless different agreement between the parties.

The Purchaser shall keep anyway keep the Company fully exempted and harmless from any claim, action or requested of any third party, either customer or supplier of the Purchaser or people and entity who had been in touch for any reason with the Products.

In any case the liability of the Company, arising for any kind of claim, damage occurred to the Purchaser or to any third party, unless the ones arising from gross negligence or willful misconduct of the Company, shall be not higher than an amount corresponding to the 50% of the price of the Confirmed Purchase Order related to the product, Material, Spare Part or Plant which is supposed to have caused the damage.

11. Confidentiality

The Purchaser undertakes to keep secret and confidential all the industrial information and the technical documentation, including but not limited to the intellectual properties of the Company, known or received by the Company within the execution of the agreement, unless strictly necessary either for the execution of the Supply or for commercial aims of the Purchaser subject to written consent of the Company.

The parties will remain in any case the sole and exclusive owners of the respective technical documentation, know-how, patents and copyrights.

12. Installation and site preparation

The Company will issue specification to be delivered to the Purchaser for the preparation of the site where the Products will be installed or where the Services will be performed. As way of example, and not limited to, this specification will regard the preparation of gas lines, the safety instructions, the type of consumables to be used (gases, powders, etc.).

The Purchaser undertakes to carry out at his own expenses and under his own responsibility the site preparation and to provide all the local services necessary for the execution of the agreement (including, but not limited to, electricity wiring, water drain, any energy connection, authorizations, permits) and to maintain them for the entire duration of the Contract.

If, for any reason, the specification for the site preparation are not respected by the Purchaser and this has any impact related to circumstances such as, but not limited to delivery times or products quality, either from the point of view of timing and quality of the work, the Company shall not considered responsible for any delay or reduced grade of quality. Therefore the Company has the right to ask the compensation of the damages, which could raise by the non-respect of the above mentioned specification in terms of costs borne by the company but also, but not limited to, in terms of loss of image, new work opportunity, etc.

The Purchaser is required to maintain the sites in which the Company's personnel (or a third person charged by the Company) in safe condition according to applicable laws, statues and regulations governing workplace health and safety and to provide all the necessary collaboration.

In case the Purchaser's personnel have to enter in the Company's property the same guaranties are required by the last.

13. Force Majeure

Company shall have the right, on giving short notice to the Purchaser, to suspend the performance of the supply in the event of any unforeseen event which is beyond its control and which temporarily prevents it from fulfilling all or part of its contractual obligations (**Force Majeure**).

Force Majeure events include, but are not limited to, the following: acts of war, total or partial strikes, import or export restrictions, trade embargoes or blockades and accidents of all kind even those occurring in transit, unavailability of packaging or means of transport, shortages of product or raw materials, restrictions of all kinds arising in either producer or consumer countries, market disturbance by decision of any authority whatsoever, any occurrences restricting Company ability to purchase, produce, transport, import, export, unload or distribute the Products or Plants or raw materials necessities, either on Company own premises or those of his subcontractors and suppliers.

In case Force Majeure prevents performance of the agreement for more than hundred and twenty (120) days, both parties have the right to terminate the contract upon seven (7) days written notice to the other party without prejudice of the Company to be paid for the expenses born within the termination date as well as for the partial Supply.

In case Force Majeure prevents performance of the contract for an indefinite period, the contract shall be deemed to be terminated automatically.

On the occurrence of any event of Force Majeure, the Company shall have the right to suspend or restrict the deliveries and equitably allocate and distribute amongst his customers the products which he has in stock at the time of the occurrence of the Force Majeure and to be compensated for the extra costs caused by the interruption or the termination.

14. Assignment

The Purchaser shall not assign the Contract to third parties without the prior expressed written consent of the Company.

15. Applicable law and jurisdiction

The agreement, as well as any right and obligation deriving hereof, shall be governed and interpreted according to the Italian Law.

Any dispute regarding the existence, validity, interpretation, performance or termination of the agreement, as well as any right and obligation deriving from it shall be subject to the exclusive jurisdiction of the Italian Court of Parma.