



SALES TERMS AND CONDITIONS valid from December 1st 2010

This translation is given as a reference. In case of conflicting interpretation, the Italian version will be valid.

1 – Scope

The following general conditions of sale replace the former and apply to all sales contracts concluded by Mollificio Felsineo srl

Different conditions or otherwise requested by the customer will be ineffective, whatever the moment at which Mollificio Felsineo becomes aware, except in case of formal acceptance in writing of the latter.

2 – Orders

Orders are sent by the customer in writing, as well as by fax or email.

The sales contract is effective after the formal acceptance by the Mollificio Felsineo, also transmitted by fax or e-mail to the customer in the form of order confirmation.

The order confirmation contains all the conditions of the sale, or a reference to the same in the case of previous information.

A possible order cancellation must be in writing, also by fax or email, prior to receipt by the customer of the order confirmation. Wanting a cancellation within this time frame, the order is meant as definitively confirmed, unless otherwise agreed between the parts.

In any case, the costs for the material Mollificio Felsineo might have already ordered at the time of receiving the order cancellation by the customer will be borne by the customer, unless otherwise agreed between the parties.

3 - Selling prices

The budgetary prices will be indicated by Mollificio Felsineo in the offer given to the customer and may be amended. The price changes will be sent to the customer by fax or email and will be valid for orders placed after the date of receipt of the notice of variation.

The prices indicated in the order confirmation are considered ex works Felsineo Mollificio Srl, Calderara di Reno (Bo Italy), Incoterms 2000. and intended, unless otherwise stated,, including packaging costs. On the contrary, transport, insurance costs, VAT and other indirect costs will have to be borne by the customer.

4- Delivery

Delivery is performed ex factory Mollificio Felsineo srl, Calderara di Reno (Bo), Italy according to Incoterms 2000 regulations. The goods will be transported under full responsibility of the



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customer. Transportation and insurance costs are borne by the customer, unless otherwise agreed in writing by the Parties.

If Mollificio Felsineo expects delays in the planned delivery date of the products, the same shall give prompt written notice to the customer.

The Mollificio Felsineo will not be considered responsible for any delay due to causes of force majeure, delivery delays of raw material or actions or omissions of the customer (eg. delays of agreed advanced payments, failure to provide necessary information for the sale of assets).

5 – Claims

Any complaints relating to packing, quantity, number or exterior characteristics of the products (apparent defects), must be notified by registered mail to Mollificio Felsineo, announced in advance by fax or e-mail, under penalty of forfeiture, within 8 days from the date of receipt of goods.

Any complaints regarding defects not detectable by means of a careful inspection upon receipt (hidden defects) must be reported to Mollificio Felsineo by registered mail, preceded in advance by fax or e-mail, under penalty of forfeiture, within 8 days from discovery of the defect but no later than 12 months from date of delivery.

Any complaints or objections do not however entitle the customer to suspend or delay the payments of the disputed products or other supplies.

6 - Terms of payment

Payments must be made by the customer in the terms agreed, normally resulting from the order confirmation or the contract of sale.

Mollificio Felsineo reserves the right to change, with 5 working days notice, the payment terms granted, whenever the conditions justifying them might have changed.

Moreover Mollificio Felsineo reserves the right to alter without notice the terms of payment agreed with the customer in case the orders in question impose on the Mollificio Felsineo unexpected unduly high financial risk.

In case of customer default in payment of supplies, the delivery of products resulting from orders being processed is suspended.

7 – Warranty

Mollificio Felsineo agrees to remedy any defects, lack of quality or lack of conformity of products due to the materials used or the manufacture of the same, occurring within 12 months from the delivery of the products, as long as the same has been notified promptly in accordance with art. 5 of these general conditions. Except in cases of gross negligence or willful



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misconduct, the Mollificio Felsineo will be held bound in case of defects, lack of quality or lack of conformity of products, only to the repair of the same, or replacement of the defective ones. It is moreover understood that the above mentioned warranty will replace any further warranty or liability provided by law, and excludes any other liability of Mollificio Felsineo however originated by the supplied products (eg. to refund any damages, compensate lost profits, costs for recall campaigns).

The warranty does not cover costs and expenses related to the replacement of any items subject to consumption and / or wear, the activities of disassembly and reinstallation of the product, routine maintenance activities that are to be borne by the customer. The Products repaired or replaced under warranty will be subject to the same guarantee for a period of 12 months from the date of repair or replacement.

8 - Governing Law and Jurisdiction

These conditions are governed by Italian law.

For any dispute arising from this contract or in connection with it the competent court will be the one of the seat of Mollificio Felsineo srl. However, in derogation to the provisions above, the Mollificio Felsineo will be at its choice entitled to bring his action before the competent court at the headquarters of the buyer.