



Al Ti Color S.r.l

Società ad unico Socio

Capitale sociale €10.000,00 i.v.

GENERAL TERMS AND CONDITIONS OF CONTRACT

PREAMBLE

The present Terms and Conditions govern and constitute an integral part of all contracts concluded between the Supplier (Alticolor S.r.l.) and the Customer.

1. DEFINITIONS

1.1 In these Terms and Conditions:

“Supplier” means the company Alticolor S.r.l.;

“Customer” means the person (or entity) to which the Supplier provides works or products under a Contract;

“Contract” means each contract concluded with the agreement to supply and that incorporates these conditions;

“Supplies” mean the works, the transformations, the processes, that the Supplier puts in place, secondly the standard procedure he adapts, on products provided to the Customer. Examples include, works of oxidation anodising of titanium and aluminium, sandblasting processes, etching and polishing.

“Procedure” means the form, the specifications and methodologies of the works which the supplier utilises regularly in the execution of the supplies and which are deposited at the site.

1.2 The categories of these Terms and Conditions do not alter the interpretation.

2. APPLICATION

2.1 These Terms and Conditions shall be governed and shall be deemed incorporated in each contract for Supplies provided by or on behalf of the Supplier to Customer. With the signing of each contract, and throughout the period of validity of the same, the conditions expressed therein are considered to be firm and irrevocable. Any other previous agreement is to be automatically replaced and is not binding on the Supplier, except where the Supplier himself does not want to recognise it in writing. These conditions supersede and prevail over any terms and conditions (in conflict with the same or not) contained or referred to in any other document sent by the Customer, or in any other correspondence or yet implicitly accepted by the practice of business or commercial use.

2.2 Any change to these Terms and Conditions shall be valid and effective only if made in writing.

3. SUBJECT OF THE CONTRACT

3.1 The Supplier is committed to providing the Supplies in accordance to the order and specifications received by the Customer and accepted in writing by Alticolor S.r.l.

3.2 Alticolor S.r.l. in the execution of the Supplies, referred to in point 2.1 utilises the Procedure referred to in point 1, reserves the right to decide to use appropriate discretion to the points of attachment of pliers and clamps used in the various works.

3.3 Any changes to any characteristic and/or quality standard of the Procedure must be previously agreed in writing between the parties.

4. QUOTATIONS AND ACCEPTANCE

4.1 Orders will be made effective by the Customer by fax, e-mail or other appropriate instrument, communicated always in writing and is deemed irrevocable for a period of 90 days of the data of receipt of such orders by the Supplier.

4.2 The Alticolor S.r.l. acceptance of an order from the Customer (including any telephone orders) becomes effective only when such acceptance results in writing and is reported in the form of order confirmation of Alticolor S.r.l., duly signed by a legal representative of the same.

5. PRICES

5.1 The prices of the works are indicated in the offer and include, unless otherwise agreed in writing, the cost of standard packing of the same product, but not the costs of delivery and transport, which must be paid by the Customer. The prices even if confirmed in writing are indicative and are to appropriate variations in the event of increases in the cost of labour, raw materials and other costs occurring after the date listed or of



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contract for the shipment of the goods. Such changes must be communicated to the Customer, which will have power, if the price change exceeds 2.5%, to cancel the order within 7 days of receipt of the variation in price.

6. TERMS OF PAYMENT

- 6.1 Payments shall be made at the domicile of Alticolor S.r.l. in Euros (€), and the seller may require payment from the buyer in the currency of the purchaser according to the exchange rate prevailing at the time of completion of the contract.
- 6.2 The payment of invoices, unless otherwise agreed in writing, must be done in full accordance with the terms and conditions included in the form of order confirmation sent by the Alticolor S.r.l. to the Customer. The deadline for payment is deemed essential. Alticolor S.r.l. has the right to suspend the supply of product works to the Purchaser in the presence of amounts due and unpaid until such time as such amounts are not fully yielded. The Customer shall not be entitled to not effect or delay the payment of the amount due to the Alticolor S.r.l. and waives the right to oppose or raise objections of any kind, including that of compensation and reduction.
- 6.3 Each delay of credit granted to the Customer may be amended or revoked at any time.
- 6.4 Sums overdue and unpaid shall bear interest in accordance with Article 5 of Legislative Decree No. 231/2002 (and subsequent amendments), as of the date until full payment of the amount due (including interest) is made, both before and after establishment of a possible trial.
- 6.5 If, in the opinion of Alticolor S.r.l., the Purchaser's credit quality deteriorates before delivery of the Products of the same work, the Alticolor S.r.l. may require full or partial payment of the price even before the delivery, or require the provision of appropriate guarantees of payment in form and substance satisfactory of the same.
- 6.6 The Supplier shall be entitled to offset any amount due from the Supplier with any amount owed by Customer to Supplier.
- 6.7 Without prejudice to any compensation claim for further damage, if, after acceptance by Alticolor S.r.l., the Customer cancels all or part of an order, the Customer must pay immediately and on simple written request of the Supplier a sum as a penalty equal to 30% of the total value of the order cancelled. Remedies under these Terms and Conditions to the assumptions of violation and infringement, will be combined with other remedies provided by law.
- 6.8 Compensation is not allowed and deferred payments cannot be delayed or suspended even in the event of a dispute, complaint or delay.

7. DELIVERY AND RETURN OF PRODUCTS

- 7.1 The dates of the Supplies indicated in a quotation, order confirmation or other documents are to be considered purely indicative and not binding. Alticolor S.r.l. will not, therefore, be liable for the failure to deliver products on time or dates indicated, which shall not be construed as essential in nature.
- 7.2 In case processing times of the Supplies are more in respect to those indicated in the quotation, confirmation order or in other different documents, these will be agreed by telephone with the Customer on the date of surrender.
- 7.3 The delivery of the Supplies will Ex Works Taggì di Sopra Villafranca Padovana (PD) / to the Purchaser at the site indicated in the individual purchase orders. Shortages and damages must be reported to the carrier at the time of delivery.
- 7.4 If the Customer refuses or cannot take delivery of the product works under a Contract within 8 days of the communication of speedy delivery or within the same time frame, not fulfilled the obligations imposed on it for delivery or shipment of Products, Alticolor S.r.l. shall be entitled to deliver the products at the expense and cost of the Customer. In this case, if the Customer refuses to take delivery of the Products, Alticolor S.r.l. will have the right to: (I) immediately withdraw from the Contract (II) to dispose of Products at its discretion (III) be harmless and kept harmless by the Customer for any loss, additional costs and damages suffered or



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incurred by reason of such non-delivery (including, without limitation, the cost of inventory prior to the date of delivery), as well as (IV) require immediate payment of the penalty sum referred to in point 6.7.

7.5 Unless otherwise agreed, Alticolor S.r.l. may effect the delivery in one or more *tranches*. If the delivery occurs in many *tranches*, each of them must be considered as a separate Contract.

8 RISK

8.1 The risk of loss and/or deterioration of the Product works shall pass to Customer at the time of delivery as specified above in point 6.

9 WARRANTIES AND LIABILITIES

9.1 Precisely, that the subject of the supply is an obligation of means and not the result.

Alticolor S.r.l. guarantees that the supplies comply to the characteristics and to the procedure indicated in the preamble,

9.2 The guarantee contained in the previous point is intended to detail the fact that Alticolor S.r.l.:

- will not be held responsible, unless otherwise agreed in writing, to the imperfect correspondence, to treatment occurred, the color chosen by the Customer, to the surface finish, the opacity and the polishing, being the same dependant on many variables, including the purity of the materials which are composite to the product works.
- Is not responsible for the defects which are found if these defects are not reported within 8 days from the date of delivery or, if not immediately recognisable or hidden within 8 days of their discovery.

9.3 If the supplies do not conform to the specific or agreed standard, the Customer, prior to any challenge, must give certain evidence that the composition of the material works correspond to the standard composition or the composition declared in the specialisation of the Contract, being well know that the impurity of material is regular cause of these problems.

.2.1 Alticolor S.r.l. will not be held responsible for negligence, breach or false representation with regarded to:

- the loss or damage suffered by the Customer following a claim brought by a third party;
- to damage direct and/or indirect (including the loss of profit) suffered b the Customer including without limitation the loss of earnings, the loss of goodwill and unexploited commercial opportunities.

9.4 Nothing in these Terms and Conditions shall exclude the Supplier's liability for willful misconduct or fraud.

10. PACKAGING

10.1 The Customer shall bear the costs of special packaging requested from that required or at least different from the *standard* generally used by Supplier, made necessary by means of delivery other than those normally used.

11. FORCE MAJEURE

11.1 If the Supplier is prevented, hindered or incurred late in the process of the works requested in accordance with these Terms and Conditions by an event of Force Majeure, the same at its option may:

- suspend the works during the continuation of the Force Majeure;
- unilaterally terminate any Contract with immediate effect by notice to the Customer; it being understood, however, that Alticolor S.r.l. shall not be liable for any loss or damage suffered by Customer as a result of this.

11.2 In this section, "Force Majeure Event" means any event beyond the reasonable control of Alticolor S.r.l., including without limitation, strikes, lockouts, war, insurrection, civil commotion, sabotage, compliance with laws or government orders, regulations or directives, accidents, failures to plants or to machinery, fire, flood, severe weather conditions, difficulty in obtaining or increased costs in raw materials or labour, or other circumstances that have an impact on the provision of products or in obtaining raw materials or labour compared to the usual source of supply to the Supplier.

12. PARTIAL INVALIDITY

12.1 As permitted by law, the invalidity or inefficacy of all or part of the Terms and Conditions will not result in automatic and full invalidity or inefficacy of the remaining Terms and Conditions.



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13. TOLERANCE

13.2 The failure or delay in exercise by Alticolor S.r.l. of rights or remedies provided under a Contract or by law does not entail a waiver of such right or remedy.

14. GOVERNING LAW AND JURISDICTION

14.1 Each Contract and these Terms and Conditions are governed by Italian law.

14.2 Any dispute arising during the execution and interpretation of these Terms and Conditions and any Contract (a "Dispute") will be left to the exclusive jurisdiction of the Court of Padova. This paragraph 14.2 is stipulated for the exclusive benefit of Supplier. Accordingly, the Supplier shall be entitled to initiate proceedings concerning a dispute on any court having jurisdiction ("Proceedings"). To the extent permitted by law, the Supplier may establish different procedures in different jurisdictions.

Alticolor S.r.l.

The Customer

The Customer declares, pursuant to and for the purposes of Articles 1341 and 1342 of the Civil Code, that it has full knowledge and acceptance of all provisions of these General Terms and Conditions of Supply and specifically approving the following Conditions:

2. Application - 3. Subject of the Contract - 4. Quotations and Acceptance - 6. Terms of Payment - 7. Delivery - 8. Risk - 9. Warranty and Liability - 10. Force Majeure - 14. Governing Law and Jurisdiction

Al Ti Color S.r.l.

A handwritten signature in black ink, appearing to read 'Mucio Togni', is written over the printed name 'Al Ti Color S.r.l.'.

The Customer

Villafranca Padovana, 01/08/2011