

General Terms and Conditions (GTC)

MWM SCHMIERANLAGEN S.R.L.

Concerning MWM products and services and products distributed by MWM Schmieranlagen S.r.l.

1. Introduction

1.1 Scope

These General Terms and Conditions (GTC) regulate the business relationship that arises from the acceptance by Company MWM of customer order.

1.2 Conflicting business conditions, confirmation in writing.

The Customer can make use of additional conditions bilaterally agreed and transmitted by written communication when signing the Supply Contract.

1.3 Right to make modifications.

Initial quotations are made free of obligation. We reserve the right to make technical improvements and modifications of products without prior notification

1.4 Electronic data storage.

We reserve the right to store and process company data for use in administrative entry and according to Italian laws regarding personal data protection.

1.5 Legal domicile, governing law, court of jurisdiction.

MWM is legally domiciled at its headquarters.

Place of performance is MWM legal headquarters in Peschiera Borromeo MI. For all disputes arising out of the contract the courts of jurisdiction shall be "Tribunale di Milano" as competent courts of our registered office. The contract shall be construed and interpreted in accordance with the Italian laws with exception of the 'UE Convention on the International Sale of Goods' (CISG).

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2. Transport, liability and freight costs

2.1 The risk shall be transferred to the customer when the goods leave our premises. This shall apply also when we have agreed to provide additional services such as freight forwarding, packing, exportation.

2.2 The customer shall bear all packing, transport and insurance costs to the place of delivery unless otherwise agreed.

3. Delivery terms, force majeure, damages for delayed delivery

3.1 Delivery terms are ex works, unless otherwise agreed. MWM will arrange transport on request, any arising risks and costs will be at customer's charge. Delivery times or periods shall commence only after settlement of all technical questions and after we have received all documents, permits or releases required from the customer or from authorities as well as any advance payments requested. We shall inform the customer without delay of the non-availability of the delivery products.

3.2 MWM will not be considered responsible/liable of delays and failed delivery due to circumstances beyond our control such as for example but not limited to: force majeure causes, strikes, lockouts, operating breakdowns, shortages of raw materials or means of production, delayed deliveries or failure of delivery by our suppliers, missing or insufficient technical information *from* the customer.

Above causes will extend the delivery period accordingly Delivery times will also be extended due to modification of products or services requested by the customer.

3.3 Delivery will take place within the date stated in order and accepted in our order confirmation. Delivery terms are not binding and do not include shipping times.

3.4 In the event of compensation for damages caused by late deliveries, due to our liability we will refund a compensation to be agreed upon within the maximum limit of 5 % of the value of our delivery.

4. Prices, conditions of payment, solvency warranty

4.1 The trade terms shall be governed and interpreted by the provisions of International Commercial Terms (INCOTERMS), 2010

4.2 Prices quoted shall be EXW (ex-works). If applicable, VAT will be added.

4.3 Invoices are due for full payment at their expiry date, unless special written agreement.

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4.4 In case of payment failure within expiry date MWM has the right to ask the customer for payment of due interests at the rate stated by Italian law "D.L. nr. 231/02"

4.5 In case of any delays in payment or if we have reason to believe that there could be failure of the customer to fulfill his paying obligation we reserve the right to require payment in advance or a warranty for the complete invoice amount.

5. Orders, acceptance

5.1 The Customer shall submit to MWM detailed orders containing full products description, requested quantity, prices and requested delivery terms.

5.2 The Sale is intended to be defined / settled upon receipt of an order confirmation containing supply terms and conditions or, in case of a missing written confirmation by MWM, upon products delivery.

6. Warranty, liability for defects, compensation claims for defects

6.1 We are liable that our products are free of defects. Unless different written agreements between parties, warranty for MWM products covers one year from delivery date.

6.2 We consider the quality and use of goods only on the basis of technical specifications agreed in writing concerning description of the product and operating instructions. Particular specifications, emerged in preliminary talks, conformity to industrial standards become an integral part of the supply contract only through their written inclusion.

6.3 Warranty fulfillment occurs, at our discretion, by removing the defect either by supplying a product free from defects. All freight costs arising from warranty performance regarding the shipping of faulty item to our premises and the following delivery to the Customer are at Customer's charge.

6.4 The customer has to inspect the products as to quantity, defects and products safety immediately on receipt and has to notify in writing any apparent defects without undue delay. Any discrepancies in the products delivered to the Customer with respect to the type and quantity indicated in the Order must be reported in writing. Damage due to transportation have to be notified to forwarder that is liable for transport. Failure to meet these obligations excludes any and all potential claims for delivered goods and services.

6.5 We are further not liable for any damages following improper use, inappropriate handling, maintenance, operation or processing from Customer's side as well as normal wear and tear. This applies

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in particular to the consequences of chemical electrochemical and electronic effects as well as to any failure or negligence relating to installation operations described in our user's manuals. If the customer requires the products for special purposes which exceed the agreed use, he must check before use if the products are suitable for such purposes - including all aspects pertaining to product safety - and customer is required to ensure that products comply with all relevant technical, legal and official regulations and requirements. We do not recognize warranty and liability if the Customer uses our products for purposes different from the agreed ones, confirmed in writing.

7. Spare parts

7.1 We have an obligation to storing / delivery of spare parts for a period of max. five years after delivery of the original product. For spare parts are valid our current list prices.

8. Industrial proprietary rights, secrecy

8.1 Intellectual property rights are total and exclusive property of MWM, their communication and use under these GTC does not create, in relation to them, any right or claim by the Customer.

The customer may use the intellectual property only in way approved by us in writing. The goods cannot be manufactured by customer without our written approval nor can be manufactured by other on his behalf.

8.2 Should we provide goods according to Customer's specification, he is responsible that items production and their delivery should not infringe industrial property rights or other rights of third parties.

8.3 All information acquired through the business relationship which is not deemed to be public knowledge shall be deemed proprietary and may not be disclosed to any third parties. The Customer undertakes not to perform any action incompatible with Intellectual Property Rights.

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