

**VALID FOR ALL CONTRACTS OF SALE AND DISTRIBUTION CONCLUDED WITH MONDEL S.R.L.**

**1. AGREEMENT**

**1.1** The supply of "Products" by MONDEL S.R.L. with registered office in via Roma n° 322, 35030 Cervarese Santa Croce (PD) - Italy, ("Mondel") shall be governed by these general terms and conditions, which are an integral and essential part of the sale agreement and/or supply agreement of the Products that will be executed by Mondel and the Client ("Agreement").

**1.2** In no event shall any general terms and conditions of any nature inserted and/or specified in the Client's forms and/or in other documents sent to Mondel by the Client, and/or of which Mondel was made aware in any manner whatsoever, apply to the Agreement. Specific terms and/or conditions of supply shall apply only if reported in Mondel's order confirmation. Any further change and/or integration shall be binding only if accepted in writing by both parties.

**1.3** Mondel will consider only orders submitted in writing, provided they are completed with all the data required to identify the Products, their features, quantities and any other significant information (e.g. models, measures, quantities, requested terms of delivery, carriers to be utilized, destination of goods, etc.).

If the Parties agree on a payment at the order or a payment with irrevocable letter of credit or other documentary credit, Mondel shall be entitled not to produce and deliver the ordered Products before receipt of its bank's confirmation of the actual payment or of the actual issuance of the letter of credit or of documentary credit.

**1.4** The Agreement shall enter into force upon receipt by the Client of Mondel's order confirmation or, if Mondel does not issue the order confirmation, upon Mondel's performance of its obligations in compliance with the Client's order.

**1.5** Any Client's request of modification of the ordered Product may cause a proportional postponement of the delivery dates and adjustment of prices, which will be newly defined and confirmed in writing by Mondel.

**1.6** Mondel RÉSERVES the right to modify the Products with respect to what showed in the relevant offer and/or order confirmation when such modifications (I) are necessary and/or appropriate to meet technical and/or production requirements, (II) are compulsory pursuant to the applicable law and (III) do not reduce and/or modify the functional and/or qualitative features of the Products already agreed with the Client.

**2. TERMS OF DELIVERY OF THE PRODUCTS**

**2.1** The terms of delivery of the Products (I) are indicated in the order confirmation of Mondel, (II) are indicative and (III) are never of essence.

**2.2** In case of delays in the delivery of the Products, caused by a fortuitous event, force majeure or other causes not depending on Mondel's willful misconduct and/or gross negligence, the Client shall not be entitled to claim any compensation for damages, to any termination of the Agreement nor to any price reduction.

**2.3** Should the order confirmation fail to specify the delivery terms, the Products and the relevant prices are intended for delivery Free Carrier FCA (Mondel's premises) Incoterms 2010. Accordingly, (I) Mondel shall not be responsible for any damage, loss or theft of the Products after the delivery pursuant to this art. 2.3 (i.e. delivery to the appointed carrier after the goods have been loaded on the means of transport) and (II) the expenses and risks of the shipment and of the transportation shall be borne by the Client, also in case Mondel organizes the shipment or the transportation on behalf of the Client.

**2.4** Mondel will send to the Client a notice of Products ready for delivery specifying the space required in the means of transport for the Products. Any time spent in reorganizing the loading plan (e.g. new packaging, movement of other loads in the same means of transport, etc.) shall be charged to the Client at the tariff of 40,00 Euro/hour. In case of delay in the collection of the Products, the Client shall bear all the expenses for the occupation of the warehouse as well as any risk of damage, deterioration and/or theft of the Products as of the initial agreed delivery date. Any late collection or non-collection of the Products shall not cause any extension and/or postponement of the terms of payment and Mondel shall have the right to issue the relevant invoice and get payment according to the agreed terms.

**2.5** In the event of the Customer (or their carrier or shipper appointed by them) failing to collect the goods within 30 days from the date the product is made available by Mondel, the Customer shall pay a penalty to cover the costs of storage, custody, and logistics incurred by Mondel. This penalty shall accrue at a rate of 1% of the net value of the goods starting from the first day of each month of delay. If six months elapse from the date of product availability by Mondel without the goods being collected, the contract shall be deemed automatically terminated, and consequently, the Customer shall pay a penalty of 20% of the value of the goods, without prejudice to the right to claim additional damages.

### **3. PRICE AND PAYMENTS**

**3.1** The indicative prices of the Products are listed in the price list in force at the time of Mondel's receipt of the order, without prejudice to any discount granted from time to time by Mondel and indicated in writing in quotations or in other documents sent to the Client.

**3.2** Unless otherwise specified in Mondel's quotation, the prices indicated in the quotations shall be valid for 30 (thirty) days as of the date indicated in the quotation.

**3.3** The actual price of the Products is indicated in Mondel's order confirmation.

**3.4** Any changes / modifications / replacements of the Products agreed by the parties after the Client's receipt of Mondel's order confirmation, although such changes / modifications / replacements are necessary for the compliance with the Products to new provisions in force, may imply an adjustment of the relevant price on account of any increase of the costs of production and/or of the raw materials or of any further works / replacements required.

**3.5** The price of the Products shall be paid by the Client as per the terms and ways of payment specified in Mondel's order confirmation or otherwise agreed in writing by the parties.

**3.6** Mondel shall be entitled to suspend the delivery of the Products: (a) should the Client's assets and/or financial standings endanger the relevant payment; (b) should the Client fail to timely pay Products previously supplied by Mondel, also on the basis of other contractual relationships, until full payment of the outstanding credit and/or until receipt of proper guarantees for any delivery in progress, without prejudice to Mondel's right to claim for any damages suffered as a consequence thereof.

**3.7** In no event shall any vice and/or defect of the Products, even when expressly acknowledged as such by Mondel, and/or any delay of delivery as to the agreed terms, give the Client the right to suspend the relevant payments and/or any other payment for whatever reason due to Mondel also under other contractual relationships.

**3.8** In case of late payments, the Client shall pay interests on the unpaid amount at the rate provided by the applicable law.

**3.9** In no case shall the Client be entitled to set off any amount due to Mondel as price of the Products against any amount due by Mondel at any title whatsoever.

**3.10** In the event that the agreed payment method is a bank receipt or bank draft, and the Customer fails to comply with the payment terms, the Customer will be charged the banking cost incurred by Mondel due to the non-payment.

### **4. RETENTION OF TITLE**

Mondel shall be the sole owner of the Products until the date of their full payment.

Should the Agreement be terminated due to the Client's breach of contract, any installments already paid by the Client shall be kept by Mondel as an indemnity, within the limits set forth by the law, without prejudice to Mondel's right to claim for further damages.

### **5. WARRANTY**

**5.1** Mondel warrants that the Products comply with the quality standards set forth by the Italian and the applicable EU Regulations and will be free from defects in material and workmanship for 12 (twelve) months as of the date of delivery ("Warranty Period").

**5.2** Subject to loss of warranty, notice of defect of the Products shall be given by the Client in writing via registered letter within and not later than 8 (eight) days as of the date of the relevant discovery or as of the date of delivery of the Products in case of visible defects.

**5.3** Should the complaints raised by the Client within the Warranty Period be grounded and accepted by Mondel, the latter shall, at its exclusive discretion, repair and/or replace the defective Products, with delivery Free Carrier FCA (Mondel's premises) Incoterms 2010. The warranty obligations herewith undertaken shall be effective and binding only provided that Mondel has the opportunity to verify the vices and/or defects raised by the Client: on such extent, Mondel shall be entitled to request pictures, to send its technicians and consultants and/or to request the restitution of the alleged defective Product in the original packaging.

Mondel's warranty obligation shall be deemed as entirely fulfilled with the repair of the defect claimed by the Client, or with the replacement of the defective Product, without any further obligations.

Unless otherwise agreed in writing by the parties, all the expenses for returning to Mondel any defective Product(s), as well as any additional expenses further with respect to the operations of repair or replacement (e.g. costs of labour for the local installation of the Products, etc.) shall be borne by the Client and shall be at the Client's risk.

Mondel will reimburse the expenses for the returning of the defective Products only in case the claim is deemed grounded.

This clause does not apply in the event Mondel has expressly granted to the Client in writing a so called discount in place of warranty: in such a case, Mondel shall not have any obligation of repair and/or of replacement of the alleged defective Products.

**5.4** The warranty is expressly excluded for defects of the Products arising from and/or caused by:

- (I) alterations and/or modifications of the Products not authorized in writing by Mondel;
- (II) improper use of the Products and, in particular, wrong connections to the nets and non-compliance with Mondel's instructions;
- (III) storage and/or deposit of the Products not in compliance with Mondel's instruction;
- (IV) bad maintenance;
- (V) normal wear and tear of the Products and/or of the components;
- (VI) any other event for which Mondel is not directly liable.

The Client shall be subject to forfeiture of the warranty should the same fail to timely pay the agreed price, even if such a default or delay concerns only a portion of the Products aggregate price.

**5.5** Without prejudice to the compulsory product's liability law and any liability for willful misconduct and/or gross negligence, Mondel shall not be liable for direct, indirect or incidental damages caused to the Client and/or to third parties as a consequence of the defects of the Products.

The Client shall not be entitled to terminate the relevant Agreement for defects of Products' subject to this warranty, should Mondel timely comply with the obligations of this warranty.

**5.6** Without prejudice to the provision of art. 5.5 above, in no case shall the aggregate Mondel's liability for damages arising out of vices and/or defects of the Products, pursuant to the Agreement, exceed their aggregate price.

## **6. INTELLECTUAL PROPERTY RIGHTS**

**6.1** The trademark "Mondel" as well as any specification, design, data or technical information related to the Products are and shall remain the sole property of Mondel.

**6.2** The Client shall not remove or modify the trademarks, logos, information or numbers affixed and/or printed on the Products.

## **7. APPLICABLE LAW**

These general terms and conditions and the relevant Agreements shall be governed by the Italian law.

Should the Client be a foreign entity or an entity having its registered office or its main place of business abroad, the Agreements for the supply of the Products shall in any case be regulated by the United Nations Convention on the International Sale of Goods (Wien Convention, April 11, 1980).

## **8. ORGANISATIONAL MODEL 231**

The Customer declares that:

- A) he/she is aware of and undertakes to comply with the current regulations set out in Italian Legislative Decree no. 231/2001;
- B) to have read and fully accepts the content of the Code of Ethics and the Organization, Management and Organizational Control Model adopted by Mondel Srl and published on the website: [www.Mondel.it](http://www.Mondel.it), as well as to comply with its principles;
- C) aware that any violation, even partial, of the above obligations and principles constitutes a breach of contract and shall entitle Mondel Srl to suspend the execution of the contract and/or terminate the contract with immediate effect, pursuant to and for the purposes of Art. 1456 of the Italian Civil Code, without prejudice to due compensation for damages incurred, and which will therefore have exclusive responsibility for any prejudicial event or consequence or damage of any nature that may occur as a result of the violation, as well as the obligation to indemnify and hold harmless the Company against any action by third parties deriving from or consequent to such non-compliance.

In addition, the Customer has the right to request, at any time, a paper copy of the Organization, Management and Control Model and the Code of Ethics adopted by Mondel Srl.

## **9. EXCLUSIVE COURT**

All disputes arising out of or relating to these general terms and conditions, to any Agreement and/or to the supply of Products shall be exclusively submitted to and settled by the Court of Padua, Italy.

Mondel shall in any case be entitled, at its exclusive discretion, to institute proceedings against the Client before the Court of the place where the Client has its registered office.

## **10. MISCELLANEOUS**



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**10.1** Failure by Mondel to enforce at any time the provisions of these general terms and conditions shall not be construed as a waiver of such provision or of the right to thereafter enforce each and every provision herein.

**10.2** The Client shall not assign to a third party any right and/or credit deriving from or connected to the Agreement, without Mondel's prior written authorization.

**10.3** These general conditions are drafted in English and Italian, it being agreed that should any conflict or inconsistency arise among the two versions, the Italian wording shall prevail.