

- GENERAL SALES CONDITIONS -

Definitions:

Seller: shall mean the seller Butler Engineering and Marketing S.p.A. with headquarters in Italy, Rolo (RE), via Dell'Ecologia n.6.

Buyer: shall mean the Buyer

Party / Parties: shall mean the Seller, the Buyer and/or both of them.

Contract: shall mean the present General Sales Conditions jointly with the Special Sales Conditions.

Products: shall mean the products manufactured, assembled and/or sold by Butler Engineering and Marketing S.p.A.

Use and Maintenance Manual: shall mean all the manuals for the installation, use and maintenance of the Products.

Art. 1 Recital

1.1. The present General Sales Conditions are applicable jointly with the Special Sales Conditions related to any order (hereinafter referred to as "Order"), and are applicable to any kind of sales, even if fractionized, subdivided or continuative, made by the Seller to the Buyer during their commercial relationship and regarding the Products..

1.2. Any Order placed by the Buyer implies the acceptance by the latter of the present General Sales Conditions. Any possible General Conditions prepared by the Buyer will not be applicable, not even partially, unless they have been accepted by the Seller in writing.

1.3. A waiver by either Party of any breach of any of the provision of the Conditions by the other Party, even if repeated, shall not be considered as a waiver of the first of any subsequent breach of such provision or as a waiver of any right deriving from the Contract.

1.4. The present General Conditions and Special Conditions represent the agreement reached between the Parties and they cancel and replace any other oral or written previous agreement existing among the Parties.

1.5. As an exception to art. no. 1418 of the Italian Civil Code, the invalidity of one of the clauses of the present General Sales Conditions will not automatically invalidate the entire Contract.

Art. 2 – Order

The Order shall be deemed valid and accepted by the Seller only if confirmed in writing by the latter and once the confirmation has been sent to the Buyer.

Art. 3 – Products characteristics – Use and Maintenance Manual – Technical modifications - Intellectual and industrial property rights

3.1 The Products supplied by the Seller are to be considered standard and of current production.

3.2. Any information concerning weight, size, prices and productivity, or any other data regarding the characteristics and/or technical specifications of the Products listed in the technical form, leaflets, lists, catalogues and prospects have to be considered approximate and shall be considered as binding only when expressly referred to in the Special Conditions.

The performances and the other data supplied by the Seller are within the tolerance limits in compliance the applicable technical rules.

3.3. The Seller supplies the Product together with the related Use and Maintenance Manual. The Buyer acknowledges that all drawings, documents, technical information as well as the Use and Maintenance Manual are property of the Seller exclusively (even the intellectual and industrial property) and the Seller will supply them to the Buyer in a private and confidential way.

3.4. It is strictly forbidden for the Buyer to reproduce or communicate to any third parties, in any way, news or information that allow the reproduction or the duplication of the Products.

3.5. All drawings, documentation, technical schemes, manuals as well as all logos, trademarks, (both registered or not), symbols, the name and any other distinctive

sign referable to and used by the Seller with regard to the Product – including those that in the future the Seller shall adopt – will be considered of exclusive property of the latter, also in its intellectual and industrial property rights.

Art. 4 – Terms of Delivery

4.1 Except for any contrary agreement, the delivery terms of the Products, of its transport, packaging and payment shall be indicated in the Order Confirmation (Special Conditions) sent by the Seller to the Buyer.

4.2 The delivery schedule is to be considered approximate and not binding for the Seller. Nonetheless, should the Seller forecast not to be able to deliver the Products on the scheduled time, they shall inform the Buyer of the delay, as soon as possible in writing, indicating, where possible, the new estimated date of delivery.

4.3 The possible delay in the delivery of the Products will not constitute in any case the ground for the cancellation of the Order, nor give right to any claim for damages by the Buyer.

Art. 5 - Warranty

5.1 The warranty offered by the Seller refers to Brand new Products from the factory as accepted and bought by the Buyer and the Seller, at its own discretion, will repair or replace the Products that should be defective.

5.2 The warranty given by the Seller will be valid for twelve months starting from the delivery date of the Product, and will be valid provided that the Buyer promptly gives notice to the Seller by registered letter of the defect within 30 days from the problem's acknowledgement.

5.3 The above mentioned warranty is given only on the Products with project, material and construction defects attributable to the Seller and it absorbs and substitutes the warranties and liabilities provided by the Law and excludes any other liability of the Seller, both contract and tort liability, except for the case of fraud or evident negligence of the latter, for any reason

deriving or arising from the supplied Products (for ex. compensation of damages, loss income, return and recall of the Products campaigns, etc.). The Buyer, thus, except in case of Seller's fraud or evident negligence, shall not have the right to claim compensation of damages, price reduction or termination of the contract.

5.4. The warranty is not valid and thus it is not applicable in the following cases:

- in case the Buyer has spontaneously modified the Products or has repaired the Products without a previous written authorization of the Seller;

- in case the Products have been improperly used by the Buyer and/or have been used on different conditions from the ones indicated in the Use and Maintenance Manual;

- in case the defects or the malfunctioning have been caused by negligence or unskillfulness in the use of the Products made by the Buyer, or by overloading or for wear and tear caused by use extended in time or caused by an improper use of the Products;

- in case the Buyer has not followed the maintenance service of the Products indicated in the Use and Maintenance Manual, or if the Buyer has used non original spare parts or has repaired or modified the Products in centers non authorized by the Seller.

5.5. Any other intervention and replacement of parts and/or components made by the Seller, covered by the present warranty, does not bring to the renewal of the present warranty that has to be considered valid only with regard to the period of one year starting from the first delivery of the Product.

Art. 6 Cases of discharge of Seller's responsibility

The Seller is not responsible for any direct or indirect damages occurred to people, things and animals, if:

a) damages are due to:

I) negligence, unskillfulness, improper and/or mistaken use of the Products by the Buyer and/or its agents;

II) lack of, insufficient, or inappropriate

maintenance;

III) modifications or changes of the supplied Products;

IV) non compliance to the instructions listed in the Use and Maintenance Manual of the Product;

V) use of non-original spare parts or repairs and modification not authorized by the Seller or made in centers not authorized by the Seller;

VI) non compliance to accident preventions and safety law.

b) according to the technical and scientific know-how, at the time of the Products or of the original spare parts' delivery to the Buyer, it could not be considered as defective and/or dangerous;

c) the Products are not used by duly informed and trained personnel;

d) the damaged person, knowing the defect, willfully ignores it and thus voluntarily exposed themselves to danger;

In all the aforementioned cases, the buyer undertakes as well to guarantee the Seller against all the claims laid by third parties for whatever reason.

Art. 7. Prices – Payment conditions

7.1 The prices of the Products are those indicated in the Order and confirmed by the Seller in the Order confirmation.

7.2.In case of delay or non-payment of the price at the fixed day, or in case the solvency warranties of the Buyer should fall or should be insufficient, the Seller, at its own discretion, shall have the right, at any time, to suspend and/or cancel the Order and any further delivery and/or any other Order, giving written notice to the Buyer.

7.3.The Buyer shall not claim for any eventual non-fulfillment of the Seller in case of lack of regular payments. In any case, any possible non-fulfillment of the Seller shall not enable the Buyer to suspend or delay the payments, neither totally nor partially.

7.4.In case of delay of the payment or in case of non-payment of the price at the established date, an interest rate in conformity with Law 231/2002 which implemented EC Directive 35/2000 and

following amendments shall automatically apply without prior further notice.

Art. 8 – Retention of Title

8.1.It is agreed that the delivered Products remains property of the Seller until the payment has been entirely fulfilled and received by the Seller. In any case all risks and charges connected to the Product will be transferred to the Buyer at the time of the delivery.

8.2. The Buyer undertakes to inform the Seller on all requirements and procedures provided for by the laws in force in Buyer's country which should allow the Seller to effectively enforce its retention of title on the Products supplied.

Art. 9 – Assembly - Installation- Authorizations

9.1. Except for any different agreement undertaken by the Parties, the assembly and installation of the Products, shall be made at Buyer's charge, costs and responsibility.

9.2. The Buyer undertakes to take charge of any present or future duties regarding the Products, as well as to fulfill the requests of the Authorities for the authorization for the assembly, installation and provided use of the Products. In any case the Buyer shall expressly exempt the Seller from all the above mentioned duties and liabilities.

Art. 10 Compliance with law and regulations

10.1 The Seller assures that all its Products comply with all the prescribed and applicable Italian laws and UE Regulations at the time of the Order. The Seller shall not be responsible for any restrictions, penalties and non-compliances with any regulations, rules, or laws of the country of destination of the Products.

10.2 The Buyer represents that hereby represents that products, software or technology acquired from Seller will not be exported, sold, or transferred in violation of: (a) European Union export control regulations; (b) the U.S. Export Administration Regulations; (c) the U.S.

International Traffic in Arms Regulations (ITAR); (d) the provisions of the Chemical Weapons Convention; (d) applicable U.S. sanctions and embargoes administered by the U.S. Department of Treasury; and (f) any applicable foreign laws and regulations. The Buyer further represents that it has not engaged in any illegal activity with respect to the sale of Seller's products, including that it has not received or made payments which would violate any applicable anti-bribery laws.

Art. 11 - Applicable law - Jurisdiction

11.1. The General Sales Conditions and each sale shall be governed by Italian law, as well as Italian language shall be the prevailing language of the Contract and of the relationship.

11.2. For any controversy relating or in any way connected to the present Contract, the Court of Bologna (Italy) will be exclusively competent, being expressly excluded any prorogation.

As a partial exception of the above clause, the Seller is fully entitled to bring its action before the competent Court of the place where the Client has its registered office.

Art. 12 - Privacy

12.1. According to the Italian law n. 196 of the 30th of June 2003 and following amendments, the Parties declare to have informed each other about and to agree with the fact that any collected personal data will be the object of a treatment in the Customers or Suppliers Archives for performances of civil or fiscal obligations, as well as for administrative, statistic, commercial and marketing purposes.

The Parties declares to be aware of the personal rights granted by the aforementioned law.

12.2. The Parties acknowledge that the "personal data", mutually exchanged on the occasion of the execution of this Contract and of the pre-contractual negotiation, shall be treated exclusively in relation to the performance of the obligations arising from the Contract hereto and to the connected

fulfillment. It is understood that each Party will treat the personal data as independent owner and each Party will comply with the national applicable law regulating the treatment of personal data. In particular concerning to the data of third parties, eventually communicated or to communicate by the Buyer to the Seller, the first undertakes to obtain the consent from the third Party, if requested by its national law, and to send it to the Seller, in order to collect, to treat and to transfer the data, in accordance with the provisions of its national law on the protection of the personal data.