

Art. 1 Subject matter and scope of these general conditions – Contract formation

1.1. The following general conditions of sales govern all individual purchases of products made in ATAL SRL, with the consequent cancellation and replacement of any previous conditions. The Customer waives the conditions of purchase which do not become an element of the contract not even as a result of silence or supply by ATAL SRL. Any complementary agreements or different from these conditions require for their validity of the written confirmation of ATAL SRL. If the supplies are not preceded by the order confirmation, the invoice or delivery note must be considered as a confirmation of order with the application of these conditions general sales.

1.2. Individual purchase contracts are completed only at the time of acceptance written by ATAL SRL of the Customer's order.

1.3. ATAL SRL reserves the right to accept the order: in case it does not accept the order, or orders, or part thereof, will give written notice within seven days from the date of receipt of the same. However, in the event that the conditions indicated in the Customer's order differ from those of the written confirmation at ATAL SRL, the latter are understood as a new proposal and the contract is the customer begins to execute you or accepts the results of the products supplied under these conditions without express written reservation.

Art. 2 Exclusions – Prices – Offers

2.1 Unless otherwise agrees written, project/ drawing are not included into price of supply and others not agreed charges.

2.2. Unless ATAL SRL has made a written declaration, the agreed prices always mean the list prices applied by ATAL SRL on the day of the goods, unless a different

written agreement has been reached on the formation of the price itself. The prices on the price list do not include VAT. Similary, packaging costs, taxes and all charges present or future tax, inherent or consequent to sale are the sole responsibility of the Customer.

2.3. The offers issued by ATAL SRL are to be understood to refer to a specific sales; are therefore not extendable to other sales of the same products unless otherwise specified in the offer itself. All offers issued by ATAL SRL will automatically lapse with the expiration of validity reported on it.

2.4. All products not included in the price list will be listed separately and in writing, without prejudice in any case to sub 2.3.

2.5 ATAL SRL reserves the right to change the price list of the Products. Such change will be made – as far as possible – at the beginning of each calendar year and will be communicated to the Customer with notice of 30 (thirty) days from the date of entry into force. Any other changes that may be necessary during the calendar year will be subject to the same procedure.

Art. 3 Technical data, drawings and documents relating to the supply

3.1 If the Customer proposes changes so that they become mandatory execution, there must be full agreement between the parties on the changes that these changes should affect the prices and delivery periods previously established.

3.2 The Customer expressly undertakes not to use, for reasons other than those provided for in the supply contract, drawings, technical information and related to the supply, which remain the property of ATAL SRL and which the customer may not deliver or transmit, in whole or in part, in writing or orally, to third parties, or

reproduce without the prior written authorization of ATAL SRL.

Art. 4 Terms of payment

4.1 The payment terms and conditions applied comply with the referred to in Legislative Decree 231/2002, as amended by Legislative Decree 192/2012.

Payments must be made by the Customer by the date shown on the invoice, at the operational headquarters of ATAL SRL or at the credit institution indicated by it.

The right to expressly agree on different payment terms remains, the everything in accordance with the provisions of art. 4 paragraphs 3 and 4 and Article 7 of the cited legislative decree.

4.2 ATAL SRL reserves the right to request reimbursement of costs incurred for the recovery of sums not promptly paid.

4.3 Any dispute that may arise between the parties does not exempt the customer from the obligation to comply with the agreed payment terms and conditions.

4.4 In the event of late payment, if there were reason to believe that the conditions customer's financial statements have become unsatisfactory or as a result of an insolvete, at its discretion, ATAL SRL may decide to send to customer the supply, upon prepayment, shorten the previously agreed payment terms or cancel orders.

Art. 5 Terms and conditions of delivery

5.1 No guarantee is assumed for the maintenance of certain Delivery. Any agreed terms or days for delivery are valid for indicative and are counted on working days. ATAL SRL will do everything possible to comply with these delivery terms. In the event that the late payment of the deadline, the Customer has no right to compensation or cancellation of the order, unless ATAL SRL is responsible for gross negligence. The average

delivery time for standard products is between 15 and 30 working days. Partial supplies are allowed.

5.2 Unless otherwise agreed by the parties, the delivery terms begin to the formation of the contract, unless the Customer has to pay in part or in full the price agreed on account or in advance:

in this case, the period shall be suspended until such time as it has done so. The delivery terms are deemed to be adequately extended by right in the event that customer does not provide in good time the data or materials necessary for the supply, or requires variants that are being executed or, again, delays in responding to the request approval of executive designs or schemes.

5.3 In cases of major force, strikes, lockouts, obstacles in the lack of material or other similar events which cannot be foreseeable or controlled by the ordinary diligence, which occurred at the expense of ATAL SRL or its divers-suppliers, the the supply obligations borne by ATAL SRL is to be be suspended with the right of the latter to withdraw in whole or in part from the Contract. The same right rests with the Customer if cases of major force occur at his damage. In the case of a temporary impediment, ATAL SRL is authorized to defer or anticipate the supply to the extent that the event has consequences on the possibility of performing the same.

5.4 In the event of non-taking of the products by the Customer by fact attributable to him or in any case for reasons independent of the will of ATAL SRL, customer will bear the risks and costs of custody.

Art. 6 Shipping and risk transfer

6.1 All consignments, including refunds, travel at the expense, charges and risk of customer, except for several agreements during the order phase.

The supply of the products to the Customer, in the usual packaging on the market, takes place "Ex-works" ATAL

SRL – Trezzo Sull'Adda (MI) - Italy, according to the Incoterms in force at the time of order confirmation. If special packaging is required (wooden boxes and pallets only), the related costs will be charged to the Customer. This choice is at the discretion of ATAL SRL based on the supply to be sent. Choice, organization and management of the shipment is the customer's responsibility.

The following are the costs of packaging with direct debit on the invoice (HT):

- 1- small pallet cm. 75x40 € 8
- 2- large pallet cm 75x80 € 12
- 3- wooden box "A" € 42
- 4- wooden box "B" € 56
- 5- wooden box "C" € 62
- 6- wooden box "D" € 58
- 7- wooden box "E" € 78"

6.2 The risk of shipping is transferred to the Customer by remission to the carrier of the products to be shipped. ATAL SRL assumes no responsibility damage and loss to the products being shipped during transport. ATAL SRL, as a supplier, has no obligation to provide for the insurance of the goods.

6.3 If the shipment is delayed at the customer's request, the risk related to the goods are transferred to the Customer from the day on which the products were ready for Shipping. Risks for damage from breakage, transport, theft and fire are, since day when the goods were ready for delivery, at the customer's expense.

6.4 In case of EXW shipments, if the notice of ready and prompt goods has occurred, the Customer does not collect the supply, the return of the same will become in DAP with the invoice charge of the expenses incurred.

Art. 7 Cancellation of orders

7.1 Orders received from ATAL SRL cannot be cancelled by the Customer without the prior written authorization

of ATAL SRL, following the necessary checks that preserve it from any damage.

Art. 8 Guarantee, liability and defects

8.1 ATAL SRL guarantees each product according to written specifications. Unless otherwise agreed in writing, the dimensions of the product are symbolic and subject to tolerances standards used by ATAL SRL. Defects due to natural wear, tampering, use are excluded from the warranty.

8.2 ATAL SRL is solely responsible for the correct execution of the products provided in relation to the characteristics and services expressly indicated.

8.3 ATAL SRL, on the other hand, assumes no responsibility for any defective operation of the parts supplied produced according to the customer's precise design or for misuse of any product delivered under these terms and conditions in combination with other items or materials or in the practice of any process.

8.4 ATAL SRL will meet the warranty, at its own unquestionable choice, or replacement supply, or by eliminating the defects themselves after the reshipment of the product to the factory or by crediting the amount thereon, limited at most to the value of the individual product supplied. The products returned for warranty they will not be accepted unless previously authorized by ATAL SRL. However, obsolete products will not be accepted in return, no later than **30** days from the date of receipt.

8.5 ATAL SRL's warranty duty is failed if the products, or parts thereof, have suffered from incorrect storage or handling or if on the same customer or third parties.

8.6 ATAL SRL agrees to pay the shipping costs for each product returned only if the aforementioned requires its return. If the returned product complies with the

warranty, the Customer will have to reimburse the shipping costs.

Art.9 Inspection and Acceptance

9.1 The Customer must promptly check the delivered products. Unless there is a refusal communicated within 7 days of receipt of the shipment, ATAL SRL will consider that customer has tacitly accepted the supply.

Art. 10 Express termination clause and termination condition – conventional withdrawal

10.1 The supply contract will be resolved by right pursuant to art. 1456 c.c. for effect of simple written declaration of ATAL SRL if the Customer:

- (a) omit or delays payments due;
- (b) omit or delay taking over the products purchased within the agreed terms.

10.2 The contract will also automatically be terminated as a result of simple written declaration of ATAL SRL in the event of insolvency, liquidation or submission to the Customer's insolvency proceedings.

Art.11 Final rules

11.1 Any derogation from the provisions of these general conditions of sale must be agreed between the parties in writing; therefore, any conduct, even repeated, of the parties and not corresponding to these conditions may not be the right of ATAL SRL to request at any time the application of the of the conditions themselves.

11.2 The possible invalidity of individual clauses does not affect the validity of the remaining clauses.

In this case, the invalid clause is replaced by a valid clause that comes closest to possible to the economic content of the first.

Art. 12 Applicable Law and Competent Court

12.1 All contracts concluded with ATAL SRL are considered to have been finalized in Italy and will be subject to Italian law.

12.2 Any dispute in relation to the interpretation and/or enforcement of conditions of sale and/or related contracts concluded on the basis of the will be devolved to the exclusive competence of the Court of Milan.

12.3 ATAL SRL reserves the right, however, to agree from time to time the Customer any other competent Court.