



Terms and Conditions of Sale TECMES S.r.l.

1. DEFINITIONS:

In these Terms and Conditions of Sale, "Seller" means Tecmes S.r.l.; "Purchaser" means the person, natural or legal, by whom the order is made; "Goods" mean the goods (including Software and Documentation) as defined in article 1 of the Order Confirmation Form prepared by the Seller; "Services" mean the services described in the Order Confirmation Form prepared by the Seller; "Contract" means the contract in written form (including these Terms and Conditions) concluded between Purchaser and Seller and having for its purpose the supply of Goods and/or the rendering of Services; "Contract Price" means the price to be paid by the Purchaser to the Seller in consideration for the supply of Goods and/or the rendering of Services.

2. THE CONTRACT:

2.1 All orders should be made in writing and they are accepted in conformity with these Terms and Conditions of Sale. No term or condition proposed by the Purchaser, and no declaration, warranty or other affirmation which is not contained in the Seller's offer or in the Order Confirmation, or which is not otherwise expressly accepted in writing by the Seller shall be binding for him.
2.2 The Contract shall only come into force from the date of acceptance of the Purchase Order when the Seller sends his Order Confirmation, or at the time of the occurrence of the suspensive conditions provided for in the Contract, according to which occurs the latest (the "Commencement Date"). Should the description of the Goods or Services contained in the Seller's offer differ from their description as contained in the Order Confirmation, the provisions found in the latter shall prevail.
2.3 No alteration or change in the Contract could take place unless it is agreed in writing by both parties. However, the Seller reserves the right to make minor amendments and/or improvements to Goods prior to their delivery, as long as the operation of the Goods does not turn out to be affected and the Contract Price and the delivery date are not changed.

3. OFFER AND PRICE VALIDITY:

3.1 As long as not previously withdrawn, the Seller's offer can be accepted within the time-limit indicated therein or, in default of this being so indicated, within thirty days of the issue date.
3.2 The indicated prices shall remain unchanged for delivery during the time-limit shown in the Seller's offer, and they are meant to be net of Value Added Tax and other like taxes, levies or burdens of any kind as apply outside Italy with regard to the execution of the Contract.
3.3 Prices relate to Goods delivered EXW (ex warehouse) from Seller's delivery point, net of transport, insurance and internal transport (saving any contrary direction in the Seller's offer), and they exclude the packaging. Should the Goods be packaged, the packaging materials are non-returnable, and shall be subjected to the Seller's former written consent.

4. PAYMENT:

4.1 Payment shall be effected as indicated in the offer and later in the Order Confirmation, and in the currency indicated in the Seller's offer, unless otherwise specified. The Goods shall be invoiced at any time after notice has been given to the Purchaser of their availability for delivery. The Services shall be invoiced monthly for the services rendered during the previous month or, should the Services be completed within a time-limit of less than a month, on the date of their completion. Saving any other right pertaining to the Seller, the latter reserves the option to demand interest on unpaid amounts at a rate of 2% (or such higher rate as may be agreed in terms of the current laws) for the period of delay; suspend the execution of the Contract (thereby including the option of suspending deliveries) should the Purchaser omit to, or according to the reasonable judgement of the Seller it would seem probable that the Purchaser will omit effecting payments at the time when they are due by virtue of the Contract or of any other agreement; and to request at any time sufficient warranties to ensure that payment is effected according to the reasonable judgement of the Seller.

5. TERMS OF DELIVERY, PACKAGING, RISK AND OWNERSHIP

5.1 Saving a different direction to be found in the Seller's offer, all terms of delivery or of completion start running from the Commencement Date, and should only be considered as indicative, with the exclusion of every contractual obligation relating to it.
5.2 Should the Seller incur any delay or he is impeded from fulfilling the services assumed by him in the Contract due to Purchaser's own actions or omissions or to those of his agents (thereby including, simply by way of example, failure to indicate the specifications and/or to deliver exclusive drawings with precise directions as to size and/or the failed forwarding of every other information which is reasonably required by the Seller for the purpose of the timely fulfilment of the obligations assumed in the Contract), the terms of delivery/completion and the Contract Price shall both be altered as a result.
5.3 Should the delivery undergo delays due to the Purchaser's actions or omissions, or should he omit, having been given notice that the Goods are ready for delivery, to comply with the Seller's instructions relating to delivery, the Seller shall have the option of depositing the Goods in a suitable warehouse, at Purchaser's expense. Having deposited the Goods in such place, the delivery will be considered as having taken place, all risk related to the Goods will pass on to the Purchaser, and the latter shall make to the Seller all due payments.
5.4 Saving different provisions in the Contract, the Goods shall be delivered with paid transport up to the destination indicated in the Contract; transport, packaging and internal transport shall be debited at Seller's standard rates. The specific packaging for the Goods being delivered, consists of wooden crates with reinforced flaps for base/special plants and machinery. It consists of carton or wooden boxes for equipment and spare parts. Any other required packaging will have to be agreed with the former written consent between the parties. The risk of loss of or damage to the Goods or to the Purchaser at the time of delivery as mentioned above, and the Purchaser shall be responsible for the insurance of the Goods after that the risk has been so transferred. Alternatively, should it be expressly laid down in the Contract that the Seller is responsible for the insurance of the Goods following their delivery to the carrier, the costs of such insurance shall be debited at Seller's standard rates. "Ex-works", "FCA", "FOB", "CIP", "CIF", "DAP", and any other time-limit of delivery made use of in the Contract shall have the meaning given in the most recent version of the Incoterms.
5.5 Saving the provisions of article 5 below, the ownership of the Goods shall pass on to the Purchaser at the time when the Purchaser shall have settled in full the relative payment.

6. FORCE MAJEURE

6.1 The execution of the Contract (with the exception of the Purchaser's obligation to effect payment of all due amounts to Seller by virtue of the same Contract) shall be excluded, excluding all responsibility, in case and in the measure which such execution is impeded or delayed because of any fact or circumstance beyond the reasonable sphere of control of the party which turns out to be affected, including, simply by way of example, unforeseeable and irresistible events or terrorist attacks, uprisings, fires, explosions, incidents, floods, sabotage, the requirement to comply with orders and regulations of any kind emanated by Public Authorities (including, simply by way of example, the prohibition to export or re-export or the failed granting or revocation of valid export licences), labour unrest, strikes, lock-ins/lock-outs or injunctions.
Seller shall not be in any way bound to supply any hardware, software, services or technologies unless and until he would have received the required licences or permits or would have requested general licences or exceptions from the need for licences in terms of the rules, laws, regulations, ordinances and requirements which apply on the subject of import and export control and related sanctions, in such manner as altered from time to time (including, simply by way of example, the current laws in the United States, in the European Union and in such jurisdiction where the Seller would have set up his office prior to when the goods were supplied). If for any reason any of such licences, permits or approvals are denied or revoked, or should there be any changes in any such current rules, laws, regulations, ordinances or requirements, impeding the Seller from performing the Contract, or which according to the Seller's reasonable judgement would otherwise expose the Seller and/or the Seller's Affiliates to the risk of liability in terms of the current rules, laws, regulations, ordinances or requirements, the Seller shall be free and without any liability from all obligations deriving from the Contract.
6.2 Should the fulfilment of the obligations of any of the Parties be delayed or impeded by virtue of the present article 6 for a period exceeding 180 consecutive calendar days, each party will be able to withdraw from the Contract limitly with regard to that part of it as to be followed, by written notice given to the other party, without any liability, given that the Purchaser shall be bound to pay reasonable costs and expenses relating to any work which would be in the course of execution, and to pay for the delivered Goods and rendered Services up to the date of dissolution. The Seller could effect split deliveries; in such case each delivery will constitute a separate contract, and the omission of one or more such deliveries in conformity with their expiry dates shall not entitle the Purchaser to dissolve the whole Contract or refuse its execution.

7. TRIALS, INSPECTIONS AND FACTORY CALIBRATIONS

7.1 The Goods shall be inspected by the Seller or by the manufacturer and, where possible, subjected to the Seller's standard tests or those of the manufacturer before delivery. Any further trial or inspection (including the inspection made by the Purchaser or by his representative, or trials made in the presence of the Purchaser or of his representative, or the issuing of certificates attesting to the making and/or the final outcome of the trials, shall be subjected to the Seller's former written consent; the latter reserves the right to demand a fee. Should the Purchaser or his representative not show to render assistance in the making of such trials, inspections and/or calibrations following an advance notice of seven days that the Goods are available for the trials, inspections and/or calibrations, these shall take place in any case, and shall be taken to have been effected in the Purchaser's presence or that of his representative; in such case the Seller's declaration that the goods have passed the trials and inspections and/or that they have been calibrated shall be final.
7.2 Complaints about deliveries done in lesser or incorrect quantities shall have no effect if lodged later than 14 days from the date of delivery.

8. DOCUMENTATION AND SOFTWARE

8.1 Ownership and copyright relating to the software and/or firmware incorporated or supplied for use in connection with the Goods ("Software") and the documentation supplied together with the Goods ("Documentation") shall still pertain to the Seller, and shall not be transferred with them to the Purchaser.
8.2 Save as may be otherwise established in this Contract, a non exclusive application is being assigned to the Purchaser, for the use of the Software and Documentation having to do with the Goods, on condition and until the application and the Documentation are not copied (saving an express legal authorisation) and the Purchaser holds them as strictly confidential, without revealing their contents to third parties and without allowing third parties to have access to them (with the exception of standard manuals for use and maintenance supplied by the Seller). The Purchaser shall be able to transfer the application to persons who acquire the Goods in ownership or on hire, including leasing, as long as such persons accept and agree in writing that they are bound by the rules established in this article 8.
8.3 The Seller and the Seller's Affiliates shall retain title on all inventions, drawings and processes created or developed by them and, saving the provisions of this article 8, no intellectual property right is being granted on the score of this Contract.

9. DEFECTS AFTER DELIVERY (The guarantee is DOW)

9.1 The Seller guarantees unless otherwise indicated in the Contract, full and unencumbered ownership and the full and unconditional right of use of the Goods; that the manufacturer Goods of the Seller and/or the Seller's Affiliates shall comply with the technical specifications given by the Seller and that they shall be free of material and manufacturing defects, and that the Services rendered by the Seller or by the Seller's Affiliates shall be performed with all reasonable skill, care and diligence, in conformity with the state of the art in engineering. The Seller shall eliminate, by repairing or, at his own discretion, substituting one or more pieces of spare parts, any fault or defect emerging during the normal use, care and maintenance of the Goods manufactured by the Seller's Affiliates and notice of which is given to the Seller within 90 days of the start up of such Goods, and which exclusively result from defective materials or workmanship; on condition that the defective goods are returned to the Seller at Purchaser's expense, with pre-paid transport and insurance, within the Warranty Period. The substituted parts shall become the property of Tecmes. The repaired or substituted parts shall be delivered by the Seller, at the Seller's expense, at the Purchaser's registered premises in Italy, or, overseas. The Seller shall put in order defects encountered with in the Services rendered by the Seller or by the Seller's Affiliates and discovered by the Seller within ninety days from the termination of the said Services. Such Goods or Services are repaired, substituted or put in order in conformity with this article 9.1 shall benefit of the above mentioned warranty for the time-limit which is last reached between the following: the proportion of the Warranty Period which has not yet passed, or ninety days passing from the date of their return to the Purchaser (or from the date of their termination or putting in order in the case of Services).
9.2 The Goods or Services obtained by the Seller from third parties (not being the Seller's Affiliates) for re-sale to the Purchaser shall exclusively enjoy the warranty granted by the original manufacturer.
9.3 Notwithstanding the provisions of articles 9.1 and 9.2 above, the Seller shall not be liable for the faults and defects caused by: normal wear and tear; materials or manufacturing or assembly processes performed, supplied or specified by the Purchaser; non observance of the Seller's directions relating to conservation, installation, use or environmental requirements; lack of adequate maintenance; any change or repair as would not have been previously approved in writing by the Seller; use of unauthorised software or spare parts. The costs incurred by the Seller to investigate, ascertain and put in order such defects shall be refunded by the Purchaser upon request. The Purchaser shall in all cases be fully and solely responsible for the accuracy and adequacy of any information supplied by the Seller, besides the sole remedy which could be activated by the Seller for breach thereof. No further declaration, guaranty or condition, whether express or implicit, shall apply with reference to the good quality, merchantability, suitability for any specific use or for any other aspect relative to any Good or Service.

10. BREACH OF PATENTS, ETC.

10.1 Saving the limits of liability referred to in article 11 below, the Seller shall hold harmless the Purchaser from any request for compensation deriving from a breach of Patents, Registered Designs, Design Rights, Trade-Marks or Copyright ("Intellectual Property Rights") existing as on

the date of concluding the Contract, wherever such breach is consequential to the use or the sale of the Goods. The items which are held harmless are all reasonable costs incurred by the Purchaser, besides the amount imposed on them in judgement, in consequence of the institution of judicial action for breach of the above mentioned rights, or in consequence of the potential or intended institution of such action. The Seller shall not be bound to hold harmless the Purchaser should; the breach be a consequence of the execution, by Seller, of plans or instructions prepared or given to the Seller, or should the Goods made use of in ways or for reasons, or yet in a State, which have not been specified or revealed to the Seller previously to the date when the Contract was concluded; or in association or combination with any other apparatus or software, or the Seller would have at his own expense authorised the Purchaser the right to continue making use of the Goods, or would have made alterations to or substituted the Goods in such manner that their use would not conflict any longer with the above mentioned rights; or the Purchaser would have failed to give notice as soon as possible and in writing to the Seller on there being claims made by third parties or threatened or instituted actions against it as Purchaser; besides wherever the Purchaser would have not, in any manner whatsoever, given the Seller the possibility, of taking up and conducting, at the Seller's expense, the defence of disputes which arise or which could arise, or of negotiations intended to arrive at a settlement of the entered claim, or the Purchaser would have, without the Seller's former written consent, recognised, admitted or so however made statements which are or could potentially have prejudicial effects against the Seller with regard to the entered claim or the instituted action, or the Goods would have been altered in the absence of the Seller's previous written authorisation.
10.2 The Purchaser guarantees that any plan it prepares, or instruction it gives, shall not determine the breach, on the Seller's part, of any Intellectual Property Right in consequence of the execution of the obligations taken up by it through the Contract. The Purchaser shall reimburse the Seller all reasonably incurred costs and reasonably sustained damages by the Seller because of the breach of this warranty.

11. LIMITS OF LIABILITY:

Except for death or personal injury caused by the Seller, and owing to the Seller's unlawful behaviour or gross negligence; the full liability of the Seller and of the Seller's Affiliates for all and any damages, claims or actions so however arising (including simply by way of example, damages, claims or substantial rights deriving from an unlawful act, breach of contract or of legal obligations, negligence, objective liability or breach of Intellectual Property Rights), could not be any greater than the Contract Price; and the Seller and the Seller's Affiliates shall not be in any case liable to the Purchaser for loss of profits, of new contracts, of the use made of goods, of any information or data, nor of any consequential damage or direct or indirect loss nor, saving the provisions of article 9 and in the previous provisions of this Article, for loss or damage of any type, which have in any way arisen, taken against or sustained by the Purchaser.

12. LEGISLATIVE AND REGULATORY PROVISIONS

12.1 Should the Seller's obligations in terms of the Contract turn out to be increased or reduced by virtue of amendments, made subsequently to the Seller's offer, to laws, orders, regulations or ordinances having the force of law, and having effect on the performance of the Seller's services by virtue of the Contract, the Contract Price and the time-limit of delivery shall be consequently altered, and/or the execution of the Contract excluded or dissolved, as the case may be.
12.2 Except in such measure as otherwise required by current legislation in force, the Seller shall not have any responsibility with regard to the collection, dealing with, recovery or arrangement of the Goods or of any part of them should they be qualified by law as "waste" or of any element of the Goods or of any part of them consist of spare parts. Were the Seller to be bound by current legislation, including legislation on electrical and electronic apparatus waste material, in particular European Directive 2002/96/EC (WEEE) and 2003/108/EC as transposed by Legislative Decree no. 151 dated 25 July 2005, and subsequent amendments in particular Directive 2006/42/EC, transposed in Legislative Decree no. 17/2010, for the disposal of Goods or any part thereof qualified as "waste", the Purchaser, saving prohibitions envisaged by current laws, shall pay to the Seller, besides the Contract Price, and the standard cost provided for by the Seller for the disposal of such Goods or of the Seller does not provide for such standard cost, the costs sustained by the Seller for the disposal of such Goods (including all costs relating to management, transport and disposal, and a reasonable reimbursement for general expenses).
12.3 The Seller's staff, when in the Seller's premises, shall comply with the rules set by the Seller for those premises, and to all reasonable instructions given by the Seller, including, simply by way of example, safety, security and electrostatic discharge rules.

13. OBSERVANCE OF CURRENT LAWS

The Purchaser agrees that all laws, regulations, orders and requirement as may apply to import and export control and relative sanctions, as amended from time to time, including simply by way of example those of the United States, of the European Union and of the jurisdictions where the Seller and the Purchaser have their registered offices, and where the goods could be supplied, and the requirements for any licence permit, general licence or exemptions from licences related to them shall apply to the hardware, software, services and technology received and used by them. In no case shall the Purchaser use, transfer, release, export or re-export such hardware, software, or technology in breach of such applicable laws, regulations, orders or requirements, or relative licence requirements, permits or licence exemptions. The Purchaser besides agrees that he will not undertake any activity exposing the Seller or any of his affiliates at a risk of incurring penalties in conformity with the laws and regulations of any relevant jurisdiction which prohibits illegal payments, including, simply by way of example, commissions to any government or agency officers, entity or relative political division, to political parties, or to officers of political parties, or to candidates for public offices, or to any employee of any client or supplier. The Purchaser commits himself to observe every proper legal, ethical or compliance requirement.

14. DEFAULT, BANKRUPTCY, DISSOLUTION, COMPETENT COURT

The Seller could dissolve the Contract entirely or partially, without prejudice to every other right which he may claim, following written notice to the Purchaser, should: the Purchaser not comply with any of his obligations in terms of the Contract and does not remedy such default within 30 (thirty) days from the date of the written notice given by the Seller of there being default wherever this is reasonably remediable within such period or, if the default is not reasonably remediable within such period, no action is taken for the purpose of finding a remedy for the said fault or a Bankruptcy results with regard to the Purchaser. "Bankruptcy" with regard to the Seller means one of the following cases: should there take place a meeting of the Purchaser's creditors, or should there be proposed by or with regard to the Purchaser an understanding or agreement with or to the benefit of his creditors; should any officer in charge, a curator, an administrative curator or suchlike person take possession of all or of a significant part of the Purchaser's goods, or be appointed with regard to any sequestration, executive or other proceeding which would have been imposed or applied (and not closed within seven days), should the Purchaser stop conducting a business activity or is not able to keep up with his debts; should the Purchaser or his administrators or the holder of a qualifying warranty communicate their intention to appoint, or request the judicial appointment of a curator; should there be filed a case (which is not withdrawn within 28 days) there is decided, or an order is issued to go into administration or liquidation, the bankruptcy or dissolution of the Purchaser; or should there occur with regard to the Purchaser an event similar to any one of those described above in any jurisdiction in which it is set up or resident or in which it carries on its business or has any goods. The Seller shall be entitled to reimbursement by the Purchaser or the Purchaser's representative of all costs and damages incurred by the Seller in consequence of such dissolution, including a reasonable indemnity for general expenses and profit (including simply by way of example the loss of future profits and general expenses). The competent court for the hearing of disputes: THE NATIONAL AND INTERNATIONAL ARBITRATION CHAMBER OF MILAN.

15. GENERAL PROVISIONS:

15.1 No renunciation of a party with regard to any breach or default or of any right or remedy and no recourse to negotiation shall be interpreted as a continuous renunciation to exercising one's own rights with regard to any other breach or default or any other right or remedy, so long as such renunciation is made in writing and signed by the renouncing party.
15.2 Should an article, sub-article or other provision of the Contract be invalid owing to the breach of any law or imperative rules, such provision, only within the limits of part thereof as affected by invalidity, shall be considered not to form part of the Contract, without this being able to affect the validity of the remaining part of the Contract.
15.3 The Purchaser could not cede to third parties the rights and obligations assumed in this contract without the Seller's former written consent.
15.4 The Seller is signing this Contract in his own person. The Purchaser commits himself to solely address the Seller in connection with the proper execution of this Contract.
15.5 THE GOODS AND SERVICES SUPPLIED IN TERMS OF THIS CONTRACT ARE NOT BEING SOLD OR INTENDED TO BE USED IN ANY NUCLEAR APPLICATION OR SUCH AS IS CONNECTED THEREWITH (NO DUAL USE). The Purchaser accepts the Goods and Services in conformity with the restriction indicated above, binds himself to communicate such restriction in writing to each and any subsequent purchaser or user and binds himself to defend, indemnify and hold harmless the Seller and the Seller's Affiliates in relation to every and any claim, loss, liability, legal actions, judgments and damages, including accidental and consequential damages, deriving from use of the Goods and Services in any nuclear application or connected therewith, both were the substantial right to be based on an unlawful fact, whether contractual or otherwise, including statements that the Seller's liability is based on negligence or objective liability.
15.6 The Contract shall be interpreted in every regard according to Italian law, with the exclusion, of every effect exercised on that law by the Convention of Vienna of 1980 on International Contracts for the Sale of Goods and, in the widest measure allowed by law, with the exclusion of the provisions of international private law according to which the laws of an other jurisdiction may be applied. Any dispute arising from the Contract shall be subjected to THE NATIONAL AND INTERNATIONAL ARBITRATION CHAMBER OF MILAN. Any expenses for administrative, registration dues, legal acts and documents will be charged to the purchaser.
15.7 The Article and paragraph titles of the Contract are only indicative and they could not in any way affect the interpretation of their contents.
15.8 All communications and claims related to this Contract shall be done in writing.

Seller: Tecmes S.r.l. Purchaser:
Name:
Position:
Date:
Rubber-stamp and Signature:

In terms of articles 1341 and 1342 of the Civil Code, I state that I have read and do expressly approve of the following articles: Terms and Conditions of Sale Standard; 2 (The Contract), 3 (Offer and Price Validity), 4 (Payment), 5 (Terms of Delivery, Packaging, Risk and Ownership), 6 (Force Majeure), 7 (Trials, Inspections and Factory Calibrations), 8 (Documentation and Software), 9 (Defects after Delivery), 10 (Breach of Patents, etc.), 11 (Limits of Liability), 12 (Legislative and Regulatory Provisions), 14 (Default, Bankruptcy and Dissolution), 15 (General Provisions).

Purchaser:
Name:
Position:
Date:
Rubber-stamp and Signature: