

1. Scope

All sales of products by LE.MA S.r.l. ("Lema") are governed and ruled, as well as from special conditions of any purchase order submitted from time to time by the Client (the "Order"), by these general conditions of sale (the "General Conditions"). In the event of a discrepancy or conflicting provisions between the General Conditions and Orders and/or any document referred to by the latter, the General Conditions will prevail.

2. Orders and confirmations

Any Order submitted by a client of Lema (the "Client") shall specify the quantity of Lema's products (the "Products") ordered, the relevant unit price as detailed in the Lema's price list (the "Price List"), terms of delivery and transport. It is understood that, save for different written undertakings between the Parties, terms of delivery and transport of the ordered Products specified in the Order, shall have to comply with those provided for in the offer communicated to the Client (the "Offer"). Any Order, to be submitted by the Client to Lema in writing, shall be firm and binding upon the Client until confirmation by Lema and, however, within and no later than 5 days from its receipt. Any Order shall be considered as accepted and binding upon Lema only and exclusively upon receipt by the Client of the acceptance by Lema of the order (the "Order Confirmation"). In the event the content of the Order Confirmation is not entirely in conformance with the Order, such Order Confirmation shall be considered as new Offer. If no Order Confirmation is received within 5 days, the Order will be deemed to have been rejected.

For Orders of less than Euro 100.00 (VAT exclude), the Client will be charged an invoice of Euro 10.00 as a contribution in the expenses

Orders submitted on anonymous paper will not be considered as binding; phone Orders will only be accepted as reminders awaiting a formal Order by the Client which must be made by fax or email.

Lema reserves the right to modify to the Price List at its own discretion; any changes to the Price List will enter into force on the same date as will be established by Lema and will be promptly notified to the Client, it being understood that failure to receive such communication will not result in the change of this condition.

3. Price and payments

The Products' prices as indicated in the Price List (VAT excluded) (the "Price") shall be paid by the Client to Lemaby wire transfer on the bank account which will be indicated by Lema in the Order Confirmation and in the terms indicated on the invoice.

In the event of delayed payment of the Price:

- (a) the Client shall pay to Lema on the due and invoiced amount default interests according to the applicable law;
- (b) Lema may suspend any current delivery and /or resolve Orders and/or current agreements with the Client,

except for any other rights and damages, in addition to the claims action referred to in the following paragraph.

In any case Products remain in the exclusive ownership of Lema, until the integral payment of the Price, with the faculty for Lema to claim in any case the return of unpaid Products.

4. Terms and modalities of delivery of the Products

Except as otherwise indicated on the Order, the Products will be delivered by Lema ex-works, therefore Lema's liability shall cease at the time of delivery to the Customer, to a person in charge, or a shipper (also in the case the latter is chosen by Lema).

The terms within which the delivery will take place will be indicated by Lema to the Client in full good faith, since it is understood that such terms will be exclusively an estimate. In any case, the delivery terms, unless otherwise indicated, start from the date of receipt of the Order. In the event of significant delays, Lema reserves the right to notify the Client by requesting a further Order Confirmation.

Shipping and packaging costs are excluded from the Price and are always charged to the Client. Any packaging will not be accepted in return.

Lema will not be liable for any delays or damages that may occur during transport.

5. Warranties

Lema warrants that the Products:

- (a) will be without any material and/or manufacturing defects, provided they are used under normal conditions of use;
- (b) will be in compliance with the European Union regulation.

The warranty provided for herein has a term of 12 (twelve) months starting from the date of [purchase]/[delivery] of the Products; such warranty can not be suspended or extended as a consequence of Client's non-use of the Products even if such non-use is due to repairing activities during the warranty term.

Lema shall not be liable for defects and/or vices of the Products or parts thereof:

- (a) deriving from, or connected with, normal wear and tear;
- (b) deriving from incorrect use of the Products or improper installation and maintenance;
- (c) deriving from Client's failure to properly store and preserve the Products and/or from changes, repairs and/or replacements made by Client without the prior written consent of Lema;
- (d) if the Product has been assembled with a not conform product;
- (e) if the Product has been repaired or modified in such a way as to compromise, with honest judgement of Lema, its reliability;
- (f) if a lubricant other than the one recommended by the original manufacturer has been used;
- (g) not deriving from engineering, manufacturing, material defects.

The warranty is also excluded in the event:

- (a) Lema is not allowed to timely carry out the necessary repairs or replacement of the defective Products;
- (b) Products or parts hereof are used notwithstanding the fact that defects of such Products are ascertained.

Without prejudice with respect to hidden defects, the Products shall be considered as accepted by Client failing the Client to communicate in writing to Lema the existence of vices and/or defects within 8 days from the delivery date of the Products.

The existence of possible hidden defects shall be communicate in writing by Client to Lema - describing in detail such defects - within and not later than 8 days from their discovery by Client.

In case of claim by Client concerning the existence of possible defects, Lema shall have the right to examine, at its own discretion, the alleged defective Products.

Products that are the subject of the vice and/or defect must be sent to Lema [with shipping expense charged to the Client. In any case, the payments to be made by the Client can not be suspended or delayed even in the event of a dispute and/or complaint is pending, even if in front of a court, raised by the Client himself or by third parties.

Following a duly notification by the Client, according to this article 5, Lema, after having ascertained the existence of the defect or vice through its Quality Control Office, once an appropriate test has been carried out, shall replace the Product free of charge.

Without prejudice to the above provisions, the Client expressly accepts that, in no case, the liability of Lema:

- (a) for any costs, expenses, losses, direct, indirect or consequential damages deriving to Client from defects and/or non compliance of the Products; and
- (b) for any damage, cost, loss or injury to persons and/or things deriving from the functioning and/or use of the Products,

shall exceed the global and overall amount corresponding to the Price of the defective Product.

No other legal or conventional warranty, implied or express, is provided by Lema to the Client.

Lema shall not be held liable toward the Client for any damage, cost, loss or injury to persons and/or things deriving from the functioning and/or use of the Products and/or deriving from the violation of the obligations under these General Conditions, included, by a way of example and not exhaustive, loss of profits or incomes, loss of production, loss of use or chance, costs of labour, other costs incurred relating to the replace of the defective Product (as, for example, tow truck or rent for substitutive car expenses), regardless of whether the Client has been challenged or in any case has been notified of the existence of such damages, the warranty provided for by this paragraph 5 being and constituting the only and sole remedy in favour of the Client. It is also expressly excluded any liability of Lema for any damage, cost, loss or injury to persons and/or things deriving from the functioning and/or use of the Products.

This warranty will expire upon replacement of the Product.

THE TERMS OF THIS WARRANTY MAY NOT BE EXTENDED OR MODIFIED IN ANY WAY.

6. Force Majeure

Neither Lema and the Client (each a "Party" and, jointly, the "Parties") shall be liable for non-performance or delay in the execution of the Order and/or delivery of Products in so far and to the extent that such non performance or delay in performance is due to a cause beyond the reasonable control of the Party, including but not limited to, acts of God, fire, flood, strikes, lockouts, and other obstacles to the normal employment (hereinafter, "Force Majeure").

If any of the Parties is not able to execute, within the prescribed period, its obligations due to Force Majeure causes, that Party shall promptly notify the other Party in writing of the extent and duration of that Force Majeure cause.

7. Confidentiality

Both Lema and the Client shall keep confidential and shall not disclose to third parties, without the previous consent in writing of the other Party, commercial and/or technical information, which a Party become aware in connection with the Products and/or the Order.

8. Entire agreement - Amendments

These General Conditions contain the entire agreement between the Parties hereto and supersede any prior understanding and agreement, either written or verbal, between the Parties. These General Conditions may be amended or modified only by a writing signed by both Parties.

9. Notices

Without prejudice to other provisions contained herein, any notice which shall or may be given by Client to Lema in connection with these General Conditions shall be valid only if delivered in person or sent by registered letter return receipt requested or by telefax to the number and address set forth in the Order Confirmation. Notice sent by email and telefax shall be effective immediately. Notices sent by letter shall be effective upon receipt, unless the letter merely confirms a previous notice by telefax. Any notice which shall or may be given by Lema to Client in connection with these General Conditions shall be made, with the same modalities referred to above, to the number and address set forth in the Order.

10. Personal data processing

The Client declares to authorize, in accordance with Legislative Decree 231/2001, the processing of personal data by Lema in relation to Products and Orders.

11. Governing law - Jurisdiction

Any dispute which may arise between the Parties in connection with these General Conditions and/or any which the Parties are unable to settle amicably in good faith, shall be governed by Italian law and shall be finally settled by the Court of Bologna, Italy, being expressly excluded the application of the Vienna Convention on the International Sale of Goods.