General Conditions SITI B&T GROUP S.p.A.

1. COMING INTO FORCE

The Order shall be deemed to be duly executed when the order will be loaded in the BUY ON LINE portal and confirmed by the Vendor.

However the obligations of the Vendor shall be conditional upon the following conditions being in place:

a. there are not overdue payments with the Buyer
b. all collateral securities are provided by the Buyer to the Vendor, (if applicable);
c. buyer is not blocked in the vendor system due to different unquestionable reasons
d. vendor receive from the buyer all the necessary information to deliver the order
e. If payment if to be made by letter of credit, the letter of credit has been received and approved by the Vendor.

Delivery terms and the other obligations of the Vendor will start when the last of the above-mentioned conditions has occurred and until then, the Vendor has no obligation to commence the preparation of the Plant.

If any term or provision of the conditions herein (or any part hereof) shall be held to be illegal or unenforceable for any reasons the validity and enforceability of the remainder part of the general condition of sales shall not be affected. Any special condition(s) of sale which might be agreed between the parties shall prevail on the relevant provisions of these conditions of sales.

If the Buyer, for reasons not attributable to the Vendor and not referred to him in any way, cancels unilaterally the contractual Order, he will be obliged to refund the Vendor a damage equivalent to 30% of the total amount of the contract Order.

2. WARRANTY AND COMPLAINTS

The warranty will be extended for a period of 12 months from the date of Order confirmation for machines with warranty still active. The warranty period does not cover defects caused by installation of material supplied by the Buyer or by installation methods imposed by the Buyer for any reason. The guarantee does not cover defects due to:

- Misuse, negligent use or lack of maintenance;
- Incorrect installation;
- Modification alterations of the parts;
- Natural catastrophe (floods, lightening, other);
- Overload and in general any reason not depending on the Vendor.

Defects resulting from any reasons other than manufacturing reasons are not covered by this guarantee. The Buyer shall give to the Vendor written notice of any claimed defect immediately upon discovery of such a claimed defect. The Buyer shall give to the Vendor written notice of any claimed defect immediately upon discovery of such a claimed defect. Such a written notice shall include a detailed description of the problem and shall reach the Vendor within the legal term. In case of claim. Vendor has the right to request a supervision of the parts in the Buyer place or to have the parts back for analysis.

The Vendor sole obligation under this warranty shall be limited to repair or replacement of any defective part, inside the warranty period time and to ship back the repaired part or new parts as replacement. The property on the defective part(s) shall be vest on the Vendor. In the event the replacement and/or the repair of the defective part(s) required the intervention of the technicians of the Vendor, all costs and expenses in connection with such an intervention shall be borne by the Buyer. The Vendor shall in no event be liable for any special, incidental or consequential damages of any nature whatsoever including but not limited to damages resulting from loss of use of the Plant, loss of time and/or loss of profits and/or income loss of productivity, loss of business.

The Vendor shall not be liable for personal injuries or damages to property generated by defected parts. For the purpose of the warranty herein the Buyer shall provide full evidence that the parts installation has been executed correctly and maintained and that such maintenance works have been carried out by professional personnel duly authorised by the Vendor. The Vendor shall be under no obligations under this warranty should the Buyer fail to comply with its obligations under the Contract Order (included but not limited to the payment obligation).

3. FORCE MAJEURE

Force majeure shall mean any unforeseeable and, irreversible act any cause or circumstance whatsoever beyond the parties's reasonable control (such as but with no limitation to the foregoing, war and other hostile acts (whether declared or non), invasions, acts of foreign enemies, mobilisation of troops, requisition, import and/or export regulations or embargoes, rebellion, revolution, insurrection, military or usurped power, civil war, breakout, uproar or riots, major strikes, lock-outs or other industrial actions or trade disputes, or government decrees or orders, natural disaster or nuclear disaster).

Neither the Vendor nor the Buyer shall be considered in breach of the Contract Order or under any liability whatsoever for non-performance, part performance, defective performance or delay in performance of any obligation under the Contract to the extent that such a performance is prevented by any cause of force majeure that may arise after the date of the Contract.

If a circumstance of force majeure should arise, the parties shall endeavour to comply with their obligations under the Contract Order as far as possible, exchanging all the relevant information necessary. Upon the occurrence of an event of force majeure, the obligation(s) of the parties that cannot be fulfilled as a result of such an event shall be automatically postponed for as long as the case of force majeure persists and neither party shall be liable for liquidated damages and right to liquidated damages. Upon the occurrence of an event of force majeure the Buyer shall not be entitled to suspend the payment of sums due and payable to the Vendor. If as a result of an event of force majeure the performance of the obligation(s) under the Contract Order has been postponed, the parties shall use all reasonable endeavours to perform the relevant obligation under the Contract Order as soon as reasonably practicable.

If either party believes that a case of force majeure might occur which might affect the performance of the Contract Order shall promptly notify in writing the other party. Should the relevant party fail to do so, such party shall not be entitled to claim the event of force majeure.

Should the event of force majeure persists for more than 180 days, both parties shall meet as soon as possible to examine the effect of such en event on the obligations under the Contract mainly in respect of prices, delivery terms and performance of each party obligation(s). In the event within the following 30 days no agreement is reached on the prosecution of the agreement the party sustaining the force majeure shall be entitled to terminate the agreement. Any variation of the exchange rate between different currency shall not be deemed to be an event of force majeure.

4. ASSIGMENT

The Buyer shall not be entitled to assign the Contract Order without the consent of the other.

5. CONFIDENTIALITY

All technical information (such as, but with no limitation to the foregoing, drawings, prospectuses, formula documents, mail) which might be received by the Buyer from the Vendor in connection with the Parts Order, shall be treated as secret and confidential. The Buyer shall keep such information strictly secret and confidential and shall not disclose such information to any third party without the prior written authorisation of the Vendor. It is also agreed that the Vendor remains the owner of the know how and that therefore it may be used by the Buyer exclusively within the sphere of the Contract Order.

The right to the know how and all other intellectual property rights shall remain the exclusive property of the Vendor and the Buyer shall use such rights only for the purposes of the Contract.

In case Buyer will give Buy Online access to any other people, company or entity, the Vendor is authorized to block the portal access as well to stop any supply of orders confirmed or to be confirmed. The Buyer is responsible of all the information that need to remain confidential and just limited to place order to the Vendor.

6. ARBITRATION

With the exception of debt recovery for which the Vendor shall be entitled to refer the matter to the Court of Modena, all dispute arising out of or in connection with this Contract shall be finally settled under the Rules of Conciliation and Arbitration of the C.C.I. by three arbitrators appointed in accordance with the said Rules. The place of Arbitration shall be Paris. The Arbitration shall be held in English.

Should the Buyer fail to pay, the Vendor is entitled to apply to the Ordinary Court of the Buyer or Vendor's country for the debt collection.

7. APPLICABLE LAWS

The general conditions of sales shall be subject to the laws of Italy, with the exclusion of the Convention of Wien of international sales contracts dated 11 April 1980.

8. OPERATING MODES

a. the Buyer cannot cancel the order after it has been entered into the portal
b. any order change request must be sent directly to the reference Customer Service (the quantity change can only be done as multiples of the MOQ)
c. the availability is purely indicative due to contemporary transactions that determine a variation of the available quantities
d. lead time does not include programming time, shipment's time, transport time and customs time
e. for items not included in the list, an offer has to be addressed to the reference Customer Service through the portal
    - the Customer Service will send the offer through e-mail
    - the order confirmation will be sent through e-mail

9. PRIVACY POLICY

SITI B&T safeguard and protect carefully the privacy and confidentiality of your personal data.

This page describes how to manage the site in relation to the processing of personal data of users who consult it.

This notice is given pursuant to Section 13 of Legislative Decree no . No.196/2003 Code regarding the protection of personal data to those who interact with the SITI B&T webpage, accessible via internet at the address: http://nostop.sitibt.com

Privacy Policy

It informs the user pursuant to Legislative Decree no. 196/ 03:

1. that the data is sent during the account registration and Orders management constitutes consent to treatment than shown below ;
2. that personal data will be processed or manually from SITI B&T for the execution of the contract order with the data subject , for any legal obligation connected, for the purpose of evaluation of the service;
3. the data will not be disclosed to any third party;

10. RULES OF TREATMENT

Personal data are processed by automated tools for the time strictly necessary to achieve the purposes for which they were collected .

Specific security measures are observed to prevent the loss of data, illicit or incorrect use and unauthorized access.

Holder of the treatment is SITI B&T Via Prampolini, 18 – 41043 Formigine Modena - Italy