 Union Press Engineering S.r.l.	<i>Item: S03-02</i> General Conditions of Sale	<i>Factory Pozzolengo (BS)</i> Corporate sector COMMERCIAL
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GENERAL CONDITIONS OF SALE

ART. 1 - GENERAL REMARKS

The present general contract conditions have been prepared on the basis of the uses in force in the countries belonging to the Committee of European Foundry Associations. For this reason, each member country acknowledges to them the legal value that their system attributes to professional uses. They apply regardless of the nationality of the customer in relation to contracts for the supply of ferrous and non-ferrous metal castings, composite or assembled castings, as well as services, advice and services that the customer requires from **Unionpress Engineering srl**. Consequently, the general conditions constitute the legal basis of these contracts for all the provisions that are not the subject of specific written concordances agreed and countersigned by both parties. The present conditions render ineffective any contrary clause in any way formulated by the Customer, if **Unionpress Engineering srl** has not accepted it in writing. In the event that the Customer or a group of Clients decide to establish close industrial partnership relations with **Unionpress Engineering srl**, these general conditions constitute the basis for preparing their concordance.

ART. 2 - OFFERS AND ORDERS

The request for an offer or the order of the Customer must be accompanied by appropriate documentation that establishes the specifications to define, in every respect, the castings to be made. Appropriate documentation must also be issued by the Customer with regards to the methods of inspections, controls and tests prescribed for acceptance of the castings themselves, where such documentation had not been issued during the request phase of the offer **Unionpress Engineering srl** will be entitled to refuse late requests and to proceed according to the provisions of its QMS. The request for quotation, the order and the technical specifications are drawn up in writing and may be exchanged on paper or electronically. The offer of **Unionpress Engineering srl** cannot be considered irrevocable unless it contains an express term of validity. The foregoing also applies in all cases in which the Customer makes changes to the technical specifications or to the sample castings that may have been submitted for acceptance by **Unionpress Engineering srl**. **Unionpress Engineering srl** is obliged only in terms of acceptance expressed in the Customer's order confirmation. The customer has no right to cancel any order. In the event that it violates this commitment, the Customer, at the request of **Unionpress Engineering srl**, will have to reimburse all the expenses incurred for works already carried out at the date of cancellation.


ART. 3 - INTELLECTUAL PROPERTY AND CONFIDENTIALITY

Unionpress Engineering srl belongs to the industrial subcontracting sector. This means that, having resorted to its services, the Customer has decided to contact a foundry specialist who he judges has the facilities and expertise to suit his needs. Unless otherwise expressly agreed, **Unionpress Engineering srl** does not design the castings made by it. However, the design may be wholly or partly covered by the industrial subcontracting contract; the Customer, who has the complete knowledge of his product, always assumes full responsibility in relation to the industrial result that he pursues and that he alone knows with precision. Consequently, any proposal of **Unionpress Engineering srl** accepted by the Customer, aimed at any improvement of the technical specifications or also changes in the design of the castings and dictated in particular by economic considerations typical of the foundry manufacturing technique, cannot in any way lead to transfer of responsibility. The delivery of the castings or the equipment necessary for their production does not entail the transfer to the Customer of the property rights of **Unionpress Engineering srl** on manufacturing studies, improvement, software, know-how, any research and patents, used for the realization of the castings or equipment itself. The Customer consequently undertakes to consider and keep confidential information of any nature, written or not, such as industrial drawings, diagrams, technical explanations communicated to him by **Unionpress Engineering srl** for any reason. In this regard, under no circumstances can the Customer arrange **Unionpress Engineering srl** studies for himself or for others, or disclose them without having expressly acquired the property. The Customer guarantees **Unionpress Engineering srl** against the consequences of actions that could be brought by third parties, due to the execution of an order of jets covered by industrial or intellectual property rights such as patents, trademarks or registered models or by patent rights. These general terms and conditions do not apply to the case in which **Unionpress Engineering srl** is the only designer and manufacturer of castings that sells, in whole or in part, in a catalog intended for large customers.

ART. 4 - PATTERNS AND TOOLS

When supplied by the Customer, the models and the equipment must obligatorily highlight marking, assembly and use references and must be provided free of charge in the place specified by **Unionpress Engineering srl**. The Customer assumes responsibility for the operation and perfect concordance of the equipment with the drawings and the technical specifications. However, **Unionpress Engineering srl** has the right to verify this concordance by reserving the right to charge the customer for the cost of these checks. The costs for any changes, which **Unionpress Engineering srl** deems necessary

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to make for the correct execution of the castings, are charged to the Customer, previously informed in writing. In general and unless prior written concordance with the Customer, **Unionpress Engineering srl** does not guarantee the duration of use of the equipment. Furthermore, if the equipment is supplied by the Customer with drawings and specifications that do not allow the complete verification of the perfect concordance between these various elements, the shapes, dimensions and thicknesses of the unbleached castings will be determined by such equipment. The responsibility for the consequent result is, in this case, at the exclusive expense of the Customer, previously informed in writing by **Unionpress Engineering srl**. In any case, if the equipment received by **Unionpress Engineering srl** is not fully compliant with its use as offered, the price of the initially agreed castings may be subject to a review request by **Unionpress Engineering srl** and the concordance between the parties must take place before starting the casting. When engaged by the Customer to produce models or equipment, **Unionpress Engineering srl** will execute them in accordance with them, according to the requirements of its own manufacturing technique. The costs of their realization, replacement, repair or restoration following wear and tear are borne by the Customer and are paid to **Unionpress Engineering srl** regardless of the supply of the castings. Ownership of the equipment and related drawings belongs **UNIONPRESS ENGINEERING SRL** in the event that it is agreed that the Customer only bears part of the costs for their execution. These expenses under this name are subject to separate invoicing. In the event that the Customer fully bears the costs for their construction, the equipment belongs to the Customer and remains in storage at **Unionpress Engineering srl** after the execution of the order. They are stored and returned to the Customer, at his request or on the initiative of **Unionpress Engineering srl** in the state of wear and aging existing at the time of return. However, the Customer can return to it only after the payment to **Unionpress Engineering srl** of all the sums still due to her in any capacity. **Unionpress Engineering srl** undertakes not to use the equipment of any customer for third parties, unless prior written authorization from the Customer himself or of whom for it.

ART. 5 -INSERTS

The inserts supplied by the Customer, intended to be incorporated in the casting before or after the casting, must be of unexceptionable quality and the Customer has the full and exclusive responsibility. They must be delivered to the **Unionpress Engineering srl** head office free of charge carriage paid and in sufficient quantity in relation to normal manufacturing risks.

ART. 6 - DELIVERY DEADLINES

- The terms of delivery run from the date of confirmation of the order by **Unionpress Engineering srl** and in any case from the date on which all documents, materials and execution details have been provided by the Customer who has the obligation to put in place all the others preliminary conditions.
- The nature of the term (term for making available, presentation deadline for checking or receiving, actual delivery time, etc.) and the mandatory nature of the same must be agreed and specified in the contract. In the absence of these details, the term is indicative.
- In case of late delivery with respect to the agreed delivery deadline, and if a specific agreement has been stipulated providing for the payment of a sum as a penalty for late delivery, **this shall not globally exceed 5% of the contractual value** of the late parties.
- In any case, no penalty will be due to the customer unless previously agreed in the contract
- In the case of sub-supply, the Customer undertakes, in compliance with the laws in force on the subject, to request his Customer to pay the sums due to **Unionpress Engineering srl** directly.

ART. 7 - DELIVERY AND TRANSFER OF RISKS


The delivery of the castings is considered to be made at **Unionpress Engineering srl** when the Customer personally or through his representative provides for the collection of the goods, it is considered at the Customer's when **Unionpress Engineering srl** or one of its agents arrange for delivery to the agreed destination address, in this case the unloading operations are the responsibility of the Customer or his representative.

In case of delivery by the Customer, the delivery terms are considered fulfilled with the simple notice of availability of the goods. In this case the castings can be invoiced and, pending their collection, they remain at the **Unionpress Engineering srl** warehouse at the expense, risk and danger of the Customer.

ART. 8 –PRICE

Unless otherwise agreed, the contractual supply prices are per unit, excluding taxes, for departure from **Unionpress Engineering srl**; the castings are delivered in the state indicated by the contract or, in the absence of indication, rough foundry, deburred and sprue-free. According to express agreement, prices may be subject to quarterly review, up or down, based on changes in exchange rates, material costs, energy costs, labor costs, transport costs and / or other costs related to the order, kept firm for an agreed term.

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In supplies that include the raw material, reference is made to the minimum value ASSOMET at the time of the revaluation of the list, which reflects the purchase cost, increasing it by 5% for the decrease in the merger and by 5% for the financial and management costs.

The transformation cost is generally valid for the whole year, unless otherwise agreed.

ART. 9 -WEIGHT

In the particular case of castings sold by weight, it is only the actual weight (detected at the exit from the Foundry) that is authentic, since the weights reported in the offer and in the order are purely indicative.

ART. 10 -QUANTITIES

From the quantitative point of view the number of castings to be supplied is that indicated in the contract with a tolerance in defect or in excess, to be agreed between **Unionpress Engineering srl** and the Customer during the negotiations. In the absence of agreement, the generally accepted tolerance is $\pm 10\%$ of the number of castings indicated in the contract/order.

ART. 11 -PACKAGING


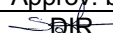
The packaging of the goods supplied is the responsibility of the purchaser. In the event that the goods are delivered in packages of our supply, we will charge you the relative cost of each box and pallet, equal to € 10.00.


ART.12 –PAYMENTS TERMS

- a) Payments must be made to the head office of **Unionpress Engineering srl**. The terms and methods of payment, as well as the payment of any advances, must be the subject of an express contractual agreement. In the absence of an agreement, net and non-discount payments must be made within 30 days of the invoice date. Unless otherwise agreed, the costs of the equipment must be paid within 30 days of the presentation of the prototypes or sample jets.
- b) Failure to return bank drafts with acceptance and direct debit within seven days of their dispatch, failure to meet the deadline of any payment deadline, occurrence of circumstances that may give rise to serious doubts about the Customer's solvency and, in particular, the existence of a protest or of a real right of guarantee at the expense of the Customer, entitle fully and at the choice of **Unionpress Engineering srl**, without the need for formal notice:
 1. both the forfeiture of the term and, consequently, the immediate collection of the sums still due for any reason and the suspension of any further delivery;
 2. both the resolution of all current contracts with the right to withhold, up to the definition of any compensation, the advances received, the equipment, the jets produced and still at **Unionpress Engineering srl**;
- c) The interest payable by the European Central Bank for the most recent and main refinancing operation carried out on the last day before the relevant semester, increased by 8 points. The reference rate is determined as follows:
 1. for the first half of the year to which the delay refers, is that in force on 1 January of that year;
 2. for the second half of the year to which the delay refers, is that in force on 1 July of that year.
- d) In the case of sub-supply, the Customer undertakes, in compliance with the laws in force on the subject, to request his Customer to pay the sums due to **Unionpress Engineering srl** directly.

ART. 13 - SAMPLE CASTINGS, CONTROL AND ACCEPTANCE OF THE CASTINGS

Before proceeding with standard orders, the Customer must request **Unionpress Engineering srl** to manufacture sample castings, which are submitted by the Customer to the acceptance checks previously agreed contractually during the contract stipulation and/or supply order. For acceptance, after these checks and tests, the acceptance/approval must be communicated by the Customer to **Unionpress Engineering srl** by letter or other suitable means of communication to produce a document. The negative outcome to the control of characteristics not agreed upon during the contract and / or supply order cannot be considered by the Customer as a cause of failure to issue approval. In the absence of technical specifications relating to the checks and tests to be performed on the castings, **Unionpress Engineering srl** limits itself to applying the control plan envisaged by its QMS. The controls and tests deemed necessary by the Customer, their nature and extent, carried out at his request by **Unionpress Engineering srl**, by himself, by a laboratory or by other third parties, on samples and/or mass production, they must be indicated at the time of stipulation of the contract. The price of the checks and tests contractually defined can be distinguished or included in that of the castings. Test types, methods and frequencies other than those stipulated in the contract must be the subject of new bargaining Unless otherwise agreed in the contract, acceptance testing takes place at **Unionpress Engineering srl**, at the expense of the Customer. In the event of default by the Customer or the control body, the castings are deposited in the Foundry at the expense and risk of the Customer. After the second communication of availability by **Unionpress Engineering srl** remained ineffective for the 15 days following its dispatch, the material is considered tested and the Foundry has the right to proceed with its shipment and invoicing.

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ART. 14 –QUALITY ASSURANCE

Production is carried out within the framework of a Quality Assurance system. The supplies may be accompanied, on your request, by a declaration of conformity regarding the process, the checks carried out and the alloy used.

This condition must be communicated by the Customer in the offer request and in the order and **Unionpress Engineering srl**, which in turn must confirm it in its offer and acceptance of the order, subject to the provisions of the previous articles.

ART. 15. WARRANTY AND LIABILITY

Unionpress Engineering srl is bound only by the terms of the contract. Consequently, without prejudice to different written agreements between the parties, it is only required to provide the customer with the castings in compliance with the drawings and specifications of the technical contract specifications, as defined above, or approved by the customer by accepting the sample castings or prototypes.

a) WARRANTY

I. The castings must be verified by the customer upon delivery, which will define, at his expense, a system with EQL suitable for the criticality of the detail supplied by **Unionpress Engineering srl**. This system must be made known to **Unionpress Engineering srl** during the offer request phase

II. **Unionpress Engineering srl** does NOT guarantee the ZERO rejection, any non-compliant jets intercepted by the Customer will be replaced or accredited by **Unionpress Engineering srl** at the pure cost of sale or, if there is convenience and agreement between **Unionpress Engineering srl** and the Customer, subjected to repair operations. Different warranty conditions, not specified in the offer request phase and defined during the contract phase, will have no value and in no case can they produce charges and/or compensation.

Any initiative undertaken by the Customer to repair the defect of a jet without the prior agreement with **Unionpress Engineering srl** on the type of initiative and its cost may result, at the discretion of **Unionpress Engineering srl**, the loss of the guarantee and claims will no longer be admissible or questions including those proposed as counterclaim.

Any complaint, reservation or dispute relating to missing parts and / or obvious defects must be made at the time of discovery and, in any case, within 15 days from the date of delivery. After this period, the customer loses the warranty right and claims or questions will no longer be admissible, even if proposed as a counter claim.

Complaints, reservations or disputes relating to any other defect must be made within one month, for mass production, and within six months, in other cases; both terms start from the date of delivery. After this deadline, the customer definitively loses the guarantee right and claims or questions will no longer be admissible, even if proposed as a counter claim.

The customer must provide proof that the defects actually exist, without prejudice to the right of **Unionpress Engineering srl** to proceed, directly or indirectly, with any on-site verifications and verifications. If the cast in question turns out to be effectively free of defects or if the customer is not able to provide proof of the liability of **Unionpress Engineering srl** for non-compliance, **Unionpress Engineering srl** will be entitled to receive compensation to cover all costs incurred, including those of the staff.

b) LIABILITY


Under no circumstances can **Unionpress Engineering srl** be held responsible for the consequences attributable to the customer's or third parties' acts and / or omissions. Anyone intending to invoke the responsibility of **Unionpress Engineering srl** must provide proof:

- that **Unionpress Engineering srl** has violated one or more of its obligations;
- of the damage that is certainly foreseen or typically foreseeable at the time of the conclusion of the contract,
- the direct causal link between the violation and the damage.

The responsibility of **Unionpress Engineering srl** does not extend in any case:

- damage to things and people and, in general, to damage caused by a defective jet during its use when the defect is attributable to the design of the jet or the assembly in which it is incorporated, to instructions of any kind given by the customer **Unionpress Engineering srl** or to the treatments or modifications carried out on the casting after delivery;
- damage to things and people and, in general, to all damage caused by a defective jet during its use, if the customer has used it without having carried out, or had carried out, all the checks and tests that would have been necessary due to the design, use and industrial result pursued;
- to indirect damages such as, for example, business losses, profits, opportunities, commercial, lost profits, etc.
- In case of liability of **Unionpress Engineering srl**, the maximum compensation for any reason that may be required to be

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paid is, however, limited, except in cases of gross negligence and fraud, to the price actually paid by the customer to the Foundry for the casting in question.

c) WAIVER

The customer waives and guarantees the same waiver by his insurers and any third parties linked by a contractual relationship with the customer, to claims, of any kind against **Unionpress Engineering srl** and / or its insurers, beyond the warranty and liability limits established in these general terms and conditions.

ART. 16 FORCE MAJEURE

Unionpress Engineering srl is released from the consequences of the non-execution of one or more of its contractual commitments, provided that such failure is due to an event that goes beyond its control that it could not reasonably foresee at the time of the conclusion of the contract or that it could have been avoided or overcome. In particular, the following events (total or partial) are considered impediments: strike, blockage, interruption or disturbance of transport services, fire, storm, other natural disasters, demolition of materials, supply difficulties, etc.

ART. 17 - RESERVED RIGHT OF OWNERSHIP

The supplies of the castings are carried out under retention of title, therefore, the transfer of ownership of the delivered goods takes place only after full payment of the price.

ART. 18 – HARDSHIP CLAUSE

In the event of occurrence of events, more generally of evolution of circumstances independent and external to the will of the parties, that compromise the economy of the contract so that the execution of its obligations becomes excessively burdensome for one of the parties, these will negotiate changes to the contract in order to take into account these events and/or this evolution. In the absence of agreement on these changes within 45 days of receipt of the communication, to be made by means of a registered letter with acknowledgment of receipt, with which one of the parties declares that it wishes to avail itself of the provision of this article, the latter may terminate the contract by law, after fifteen days' notice from the communication by registered letter with acknowledgment of receipt. They do not compromise the economy of the contract and therefore do not allow the application of this article, nor the most advantageous offers (in particular at lower prices or lower terms, etc.), nor the evolution of any kind (for example, decrease in volumes purchased, breakages, etc.) and cause, of the relationships between the customer and his own customers.

ART. 19 - JURISDICTION

The present general sales conditions and the contracts referring to them are governed by the law of the Italian State. The parties agree to make every effort to settle any dispute relating to their interpretation and execution in an amicable way. In the event that the agreement is not reached, the attempt at amicable settlement is to be considered bankrupt if the parties do not enter into a written agreement within 60 days from the communication of the arising of the dispute sent by the most diligent party by means of registered letter with acknowledgment of receipt; and, in the absence of a different agreement, the court of the place where the foundry is located has jurisdiction to resolve the disputes, regardless of the contractual conditions and the agreed method of payment, even in the case of a request under guarantee or a plurality of defendants.

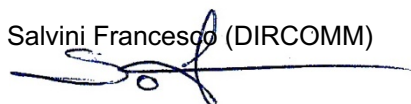
For acceptance:

Date and place _____

The customer _____

UNIONPRESS ENGINEERING srl

Salvini Francesco (DIRCOMM)



Stamp and Signature for acceptance:

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