

GENERAL CONDITIONS AGREED UPON

1. General Principles

- (1.a)** Sale and/or supply agreements entered into by OMP Distribuzione S.r.l. (hereinafter “OMP”) and its customers are governed by the following General Conditions agreed upon (hereinafter “GC”).
- (1.b)** Any amendments and/or additions, as well as any terms of sale or supply conditions other than these GC, will be effective by written acceptance of OMP only.
- (1.c)** The GC will also apply to all future sale and supply agreements, even though not expressly referred to, until new GC are issued.

2. Offers, Orders and Amendments

- (2.a)** Any transaction under this Agreement implies an OMP’s offer, customer’s order and subsequent order confirmation by OMP. The contract will be executed upon customer’s receiving order confirmation.
- (2.b)** OMP’s offers and order confirmation, as well as customer’s orders, are binding when issued in written form only.
- (2.c)** OMP’s offers will be current for sixty (60) days from customer’s receiving the offer, unless otherwise agreed upon in written form by the parties.
- (2.c)** During the transaction, therefore prior to order confirmation being received, customer may request in writing that orders placed during the previous seven (7) days are modified; these changes will become effective by prior specific written approval of OMP contained in the order confirmation.
- (2.d)** Once an order confirmation is received, customer shall have no means to cancel or change the order placed, leaving aside status of agreement execution or whether goods are delivered or not.

3. Delivery

- (3.a)** Delivery procedures and terms will be specified from time to time in the order confirmation. The delivery terms are not fundamental. They may imply a fixed date or a time interval starting on the date order confirmation is placed, however not prior to OMP receiving the necessary documentation, if any, required for goods manufacture (production specifications, etc.).
- (3.b)** Customer is entitled to damages suffered as a consequence of late delivery arising from labour disputes, discontinued activity beyond OMP’s control, riots, government provisions and other events that cannot be charged to OMP.
- (3.c)** Unconditional acceptance by customer of late deliveries is an explicit waiver of any claims for damages arising from such late delivery.

4. Prices and Payment

- (4.a)** Any amounts due as a compensation for selling goods and/or services under any agreements or for individual supplies, are agreed from time to time by OMP and customer. Payment terms and conditions are specified on each invoice. Any agreed price is ex-OMP works, packing and VAT included, unless otherwise agreed upon in writing by the parties.
- (4.b)** Once order confirmation becomes effective, prices agreed upon cannot be changed unless by prior written agreement by the parties.
- (4.c)** In the event of late payments, OMP is entitled to request payment of principal due plus an interest rate as per art. 5, paragraph 1, of Decree Law 231/2002 and relevant amendments, in addition to any further damages.
- (4.d)** In the event of payment by instalments, failure to pay one single instalment on the date agreed upon implies debtor’s automatic forfeiture of the benefit of the term.

5. Warranties

(5.a) Upon delivery, customer must verify that the goods delivered conform to the products ordered, having the same characteristics, and check for any faults.

(5.b) Under penalty of nullity, customer must lodge a complaint against the goods and/or report any faults found by registered letter within eight (8) days from finding out. In the event of a timely, justified complaint, OMP reserves the right to remove the fault or to replace the goods.

(5.c) In no event customer is authorized to remove a fault without OMP's written consent.

6. Liability for Faulty Products

(6.a) Customer must thoroughly and fully inspect the goods in order to find out any faults as per art. 117 of Decree Law no. 206/2005 and relevant amendments, and, under penalty of nullity, give evidence of any existing faults by registered letter within eight (8) days from delivery of goods. Failing to give evidence within such time period, the goods in question will be considered free of defects, therefore customer will hold OMP harmless from any claims for damages caused by faulty products, lodged by third parties for any reasons whatsoever.

7. Solve et Repete Clause

(7.a) Customer will not raise objections against OMP aimed at discontinuing or delaying payment of any moneys due, including objections related to non-fulfilment and incorrect or delayed fulfilment.

8. Confidentiality and Know How

(8.a) As of the date the contract is entered into and throughout contract's life, customer undertakes, on his behalf and on behalf of its employees and partners, to consider any information, document, technical specification, prototype or any other information received in relation to the contract, strictly confidential towards third parties.

9. Court of Competent Jurisdiction and Applicable Laws

(9.a) Any disputes related to contract execution and/or connected thereto or arising therefrom, will be exclusively brought before the _____ Court.

(9.b) These GC are governed by the laws of Italy.

Date _____

Signed by _____
Customer

In compliance with and to all intents and purposes of articles 1341 and 1342 of the Civil Code, the following Clauses are expressly accepted:

(3.b) and (3.c) Waiver of damages from late delivery; (4.d) Forfeiture of the benefit of the term; (6) Liability for faulty products; (7) Solve et Repete Clause; (8) Confidentiality and Know How; (9.a) Court of competent jurisdiction.

Signed by _____
Customer