

GENERAL TERMS OF SALE

- 1) **Definitions.** For the purposes of these general terms of sale (hereinafter referred to as "terms of sale") the following words have the following meanings: I) **"Proxima"**: Proxima Tecnologie Adesive Srl; II) **"Customer"**: any company or body corporate who buys Proxima products; III) **"Products"**: the goods which are manufactured and/ or sold by Proxima; IV) **"Order"**: any products purchase proposal received by Proxima from its customers by fax, e-mail and/or received by sales Agents; V) **"sale/s"**: any sale contract signed by Proxima and the Customer; **"Brands"**: any Brand which Proxima owns or holds licenses.
- 2) **Applicability of sale terms.** These terms must be applied to all products sales. In the event of any inconsistency between terms and conditions of these Terms of sale and terms and conditions agreed in the individual sale, the latter shall take precedence. Any order received by Proxima implies customers' total and unconditional acceptance to these Terms and excludes any other documents. No order will be considered valid without the acceptance of these Terms of sale and no derogation and/ or modification of these Terms shall be deemed valid without the written subscription of Proxima. In this regard, the items in the invoices, notes, entries and customer orders are not valid without the specific approval of Proxima and can not prevail over these Terms of sale. Therefore Proxima will not be bound by customers' general purchase terms either in presence of references or if they are included and mentioned in any customers' documentation. The general terms of purchase shall not be valid and/or by Proxima valid considered not even as a result of tacit consent. These general terms shall apply exclusively to companies, legal persons, professionals ed in general to all persons other then consumers, as defined by current legislation and in particular by Government decree 6 September 2005 n.206, entitled "Consumer Code".
- 3) **Price.** Products prices are those listed in Proxima price list in force at the time of Customer order or those ones agreed with Proxima as in the order indicated and confirmed in writing by Proxima at the time of order acceptance. Except as otherwise agreed in writing between parties, the prices are calculated ex works, excluding VAT and discounts. These prices do not include delivery and transport costs from Proxima plant to Customer. Proxima has the right to unilaterally modify list prices, without prior notice and with immediate effect. In case of inconsistency between price list and order price, the former shall take precedence.
- 4) **Sales.** The Customer has to send to Proxima specific orders with products description, the required amount, prices and delivery terms. The sale will be considered concluded when Customer receives Order confirmation from Proxima. In the event that the Customer receives a written order confirmation from Proxima which contains different terms from those contained in the Order, after three working days from the date of confirmation receipt, if this has not been disputed in writing by the Customer, the Order will be considered confirmed with the conditions written in Proxima order confirmation. The Order acceptance can also take place through Order execution, that is at the moment of Products delivery.
- 5) **Products ownership transfer.** The transfer of ownership of the Product from Proxima to Customer takes place at the moment of full payment of invoice price. In case of failure to complete payment within indicated terms, Proxima has the right to require the immediate return of delivered goods.
- 6) **Payment.** Proxima will issue the invoice at the moment of goods delivery and Payment must be made within the term indicated in the order and in the order confirmation that is within 30 days from the last day of the month when the invoice was issued. In case of Failing payment or delay more than 30 days as regards expiry Proxima will be entitled to suspend goods delivery and to solve any single sale. The suspension of goods delivery or the rescission of sale will not give the Customer any right to claim damages. The rescission of sale for non-payment will give Proxima the right to obtain the return of those goods which are subject of that sale.
- 7) **Delivery.** Proxima will deliver goods ex works by its plants, as defined in the INCOTERMS published by the International Chamber of Commerce in their last version which are in force at the delivery date. All risks regarding goods and, in particular, those relating to their transportation are transferred to the buyer starting from the delivery of the goods to the shipper and/or carrier in Proxima plants. This happens regardless of the destination, sale terms and/or transport payment. The delivery shall take place within the term indicated in the order as accepted in the order confirmation. If the term is not indicated the delivery will be made within approximately 60 days from the day of order if the goods are produced in Italy, and within 90 days if the goods in subject are produced and/or come from abroad. In the event that the ordered goods are not available in stock, the delivery will take place according to the real supply ability. Proxima shall not be liable for delay in or failure to make delivery due to circumstances which are out of its control.
- 8) **Transport.** In the event that Proxima accepts to deliver goods in a certain place, this will always be at the expense and risk Customer.
- 9) **Discrepancy from the order.** Any discrepancy of Products delivered to Customer with reference to the type and amount specified in the order must be reported in writing to Proxima within 5 days from the delivery date. Without a complaint within this term, the delivered products will be considered in compliance with those ordered by the Customer.
- 10) **Warranties.** Proxima does not guarantee in any way the products it resells from defects and faults since these goods are not produced by Proxima. Therefore the warranty of products which are subject of the sale will be guaranteed by the manufacturer according to terms and conditions written in the packaging. Being implied the suitability of the product sold to carry out the functions mentioned in the technical data sheet and in the technical annexes, in no event Proxima guarantees that the product supplied is appropriate to the specific customer needs. Customer acknowledges that Proxima knows products technical features and has, under his own responsibility and according to their needs, made the choice of those products which are subject of the order. For these reasons Proxima does not guarantee
- 11) in any way the suitability of the ordered products and their ability to meet Customer needs and expectations. In the event that the

exclusive, personal e direct responsibility of Proxima has been recognized, this must be limited to the mere payment of direct damages caused by negligent or willful actions in accordance with Art.2043 of Italian Civile Code. In all cases Proxima financial liability will be limited to a refund of the price paid by Customer for the purchase of the ordered products. In the event that the warranty operates in name of Proxima, it may provide at its option the replacement, repair or refund of equivalent products.

- 12) Faults and defects.** Since Proxima is not the manufacturer of the goods involved in the sale, it can not accept any claim and/ or complaint without the immediate and simultaneous sending of products at Customer's cost and expense, in order to allow Proxima sending these ones to manufacturer, who will carry out the necessary checks. In all cases, except in case of willfull misconduct or serious negligence, Proxima will not liable for any damages incurred and/or connected to products faults and for any indirect or consequential of any nature such as, for example, losses arising from Customer's inactivity or losses of profit. If Proxima's responsibility for faults and defects of products is recognized, the Customer may only require, at his discretion, Product substitution and/or a refund of its value with the exclusion of any other kind of compensation and/or damages obligation and/or charge of any kind of interest.
- 13) Catalogues.** All brands in Proxima catalogues are trademarks of their respective owners. The pictures in the catalogues are indicative only

and do not represent in detailed and accurate way the product itself, which may differ from pictures. Furthermore pictures and words in catalogues do not provide any kind of qualitative description of those products, as the physical and technical characteristics of products can only be detected in technical and descriptive sheets.

- 14) Governing Law and Jurisdiction.** The terms of sale and every single sale will be governed by and construed in accordance with Italian law with exclusion of The Vienna Sales Convention on Contracts for the International Sale of Goods (1980). All disputes arising out of or relating to these Terms of Sale and/or any Sale must be subject to the exclusive jurisdiction of the Italian courts.
- 15) Derogation of jurisdiction.** All disputes relating to the execution and interpretation of contracts of sale, as well as all disputes arising from interpretation, validity or effectiveness of these Terms of Sale will be the exclusive competence of the Court of Turin, with the express exclusion of all courts of the Code of Civil Procedure under Articles 18, 19 and 20.
- 16) Information on the processing of personal data pursuant to Legislative Decree no. 196/2003.** Data controller and owner is Proxima (Via Alessandria 57, Cascine Vica – Rivoli (TO); the processed data are those provided by customers. The purposes of data processing are: fulfillment of the obligations established by law, fulfillment of the contract, achieving the purposes of interactive commercial information (also by sending informative materials),

achieving purposes of promotion and of better knowledge of customers' needs. In no way Proxima wants to treat Customer's sensitive data, even if, for the purposes of this treatment, the Owner may become aware of Data which are defined judicial under the Privacy Code (Information concerning judicial measures). The modes of data processing include the use of automatic and manual processes. Proxima may disclose personal data to its trade partners and to those persons involved in the contract or compliant with legal obligations (including: consultants and professionals, also associates, axternal compnies who provide services, banks and credit institutions). The complete list of these subjects is available to the customer who requests it. The treatments excluded from the agreement, and for which the provision of data is compulsory, are those intended to meet the obligations of law or contract. The duration of the treatment is 10 years, after then all data will be destroyed. If the Customer refuses to give consent to the processing data, the consequence will be the impossibility of concluding the contract. The Customer is entitled to the rights as per Art.7 of Legislative Decree no. 196/2003, which are deemed to be fully transcribed, such as the right to obtain the cancellation, the communication, the updating, the rectification and integration of personal data from the Data Controller and to refuse the sending of informative material by contacting Proxima at the above address.