

## GENERAL SALES TERMS

### 1. General remarks

The terms of this document exclusively regulate the sales and purchase of products sold by Novacavi and complete the sales terms reported in the individual quotations. The issuing of orders by the Buyer entails full acceptance of these terms which shall prevail over the terms and conditions of the Buyer if they are contrasting or different from the General Sales Terms. Thus, by accepting these terms, the Buyer waives to enforce any general purchase terms of his own both either individually or as a whole.

### 2. Force majeure

Each party can suspend the execution of performances according to this document (but for payment of already-delivered products) in case of: (1) natural events, explosions, flooding, hurricanes; (2) strikes, lock-outs or any other industrial disturbance or unrest; (3) wars declared or not; (4) respect of any applicable law, regulation, ordinance or foreign / national norm, including, by way of example, restrictions of export authorizations, ordinances or regulations setting prioritization, rationing, allocation, preferences or withdrawal of the authorization of the Seller or Buyer to operate their manufacturing plants; (5) insufficiency or any other lack of services used for production and transportation, lack of labour, power shortage, lack of fuel or raw materials; (6) complete or partial discontinuation of business due to normal recycle of the Seller's plant; or (7) any other cause or causes of any type or kind similar or not to those described above which can be reasonably deemed as not controllable by the party delivering the performance (force majeure). If a case of force majeure prevents one party from fulfilling the obligations in this contract, this party shall inform the other party in writing stating all the details. After this communication is made, the party shall be entitled to suspend the fulfilment of obligations in this document within the limits and for the whole duration of this event of force majeure.

### 3. Product updating during contract execution

For the period of validity of an order, Novacavi reserves the right to make changes deemed necessary by the Seller or the Buyer. In this case, Novacavi undertakes to introduce the changes on the quantities not yet delivered notwithstanding the right to be paid any extra cost encountered and documented.

### 4. Delivery and Transportation

The delivery term in order confirmation is to be considered as indicative, any delay which is not considerable in dispatching the order shall not constitute a reason for cancelling or withdrawing the order by the Buyer and shall not entitle him to ask Novacavi any indemnification or refund of any kind.

The goods are delivered by Novacavi and the relevant risks are always transferred to the Buyer in the place (plant or warehouse) when the goods sold are delivered to the freight forwarder appointed by the Buyer (sales "free freight forwarder" according to Incoterms, CCI, 2010).

Clauses such as "free destination", "CIF", etc. shall only refer to any expense charged to Novacavi and do not entail any change in the paragraph above.

The sales occur "free freight forwarder" also when it has been agreed that Novacavi takes care of transportation. In the latter case, this means that Novacavi is providing a service to the Buyer without any guarantee either on the means of transportation or on transportation terms. In this case, shipment shall take place on behalf, at risk and cost of the Buyer. If the Buyer

requires insurance on freight and Novacavi accepts to take care of it, it shall be made by Novacavi on behalf and at cost of the Buyer with minimum insurance coverage unless agreed otherwise.

### **5. Liability**

Novacavi liability is limited to the materials it supplies and it shall not extend in any case to the plant or line where its products can be integrated or to any deriving production. The Buyer furthermore exempts Novacavi from any liability for accidents to people and/or things associated with the use of its products.

The information provided by Novacavi, either directly or through its catalogues, photos or any other tools are only indicative and do not entail any liability of Novacavi concerning the choice of products, their use or the results obtained.

### **6. Warranty**

Novacavi undertakes to manufacture cables in compliance with technical and usage specifications provided by the Buyer at the order and shall not be responsible for any damage arising from uses deviating from the reported ones.

Novacavi guarantees good quality and construction of its products. Warranty is only given on materials, not on labour as long as this does not depend on natural wear, breakdowns caused by unskillfulness or negligence of the Buyer, unauthorized interventions tampering by or on behalf of the Buyer, accidental events or cases of force majeure.

The warranty term shall expire anyway, even if the products have not been used for any reason. Prompt warranty intervention by Novacavi shall be subordinated to respect by the Buyer of payment terms and of any other special term agreed. Nothing shall be due to the Buyer for plant stop-time due to repairs under warranty. The Buyer shall not be entitled to any indemnification or refund for expenses, direct or indirect accidents arising from the circumstances in line two of this paragraph and from relevant repairs and replacements. The replaced parts shall remain property of Novacavi and shall be returned by the Buyer.

All transportation under warranty shall take place at the expense and at risk of the Buyer.

### **7. Prices**

Oral and written quotations are not binding. Orders received by Novacavi shall be considered as accepted only if confirmed in writing by Novacavi.

Prices are meant as specified in order confirmation. They shall not include any performance or charge not specified, with special reference to municipal or regional taxes in the place of destination.

### **8. Acceptance testing**

For the deliveries where there is a previous agreement in that respect, the Buyer has the right to ask promptly to attend material testing at his own expenses and during working hours. If the Buyer does not intervene, provided this has been agreed upon, usage tests shall be carried out by the Seller and the results which are to be considered as acceptance testing, shall be communicated to the Buyer.

### **9. Technical data**

The Buyer undertakes not to use drawings, technical information and material solutions relating to the deliveries for any reason not envisaged in the contract and they shall remain property of Novacavi.

The Buyer undertakes not to reproduce or forward technical data relating to Novacavi products to any third party.

In case of order interruption, the expenses for the activities already carried out or which are under way shall be borne by the Buyer unless agreed otherwise.

The weights and sizes of products are just given for the sake of information but for cases where prices are explicitly agreed with reference to weight.

For technical manufacturing reasons, usage tolerances as reported in the lists of specifications and drawings agreed, shall apply both to finished products and to their components.

## **10. Packaging**

Goods are sold in commonly-used packaging for each product unless delivery in bulk is common practice or has been previously agreed. The Buyer shall require special packaging if deemed necessary and Novacavi shall supply it at Buyer's cost if he has explicitly accepted it in writing.

Novacavi undertakes to buy back only the coils it has supplied and it will reject and send back any drum of different origin in carriage forward. When returning the drums in carriage free to Novacavi, these drums shall be subject to depreciation to be calculated on the value reported in the invoice as follows:

less than 6 months	10%
between 6 and 12 months	30%
between 12 and 18 months	60%
between 18 and 24 months	90%
more than 24 months	100%

For depreciation rates, time shall be calculated starting from end of the month when packaging is billed. A 10% depreciation shall also apply to returns within the same month of billing.

If the drums returned are not considered as well-preserved by Novacavi, that is if they have defects making it impossible to reuse them in any way, no buy back right shall be acknowledged.

No other packaging material shall be returned unless explicitly agreed at selling.

## **11. Payments**

Payments of the supplies as explicitly stated in confirmation (pro- quota payment in case of partial deliveries) shall be performed at our domicile and the transfer of the amounts shall always be at Buyer's risk, whatever means is chosen.

On belated payments, without any need to place the Buyer in default, official overdue interests shall apply at the current rates. The Buyer shall anyway not consider himself entitled to postpone payments for this.

If a payment with bills of exchange has been agreed, the Buyer shall bear both overdue interests and relevant fees and commissions. Interests shall be calculated at the official discount rate.

For no reason whatsoever the Buyer can postpone payments beyond the terms agreed in particular with reference to belated product deliveries or any other complaints.

## **12. Reserve of property**

Novacavi retains property on the goods until price and accessory charges have been totally paid for, whereas it is specified that risks on goods are transferred to the Buyer upon delivery. Hence in case of partial or incomplete payment, Novacavi reserves the right to get return of the goods delivered, wherever they are, at first request. The goods stored at the Buyer's premises (warehouses, deposits or other) shall be deemed as relevant to unpaid invoices. The Buyer commits not to grant to third parties any right which might turn out to be detrimental to the enforcement of this clause.

Any expense ascribable to return of goods to Novacavi premises shall be borne by the Buyer. If the Buyer undergoes a bankruptcy proceeding, it shall inform Novacavi within 24 hours and shall immediately stop selling the goods which are not yet in his property. The Buyer shall fulfil his obligations as depositary of the goods. As a consequence, the Buyer shall have to pay the price for goods in case of accidentally or otherwise missing goods. The Buyer commits not to remove any packaging or labels on the goods in the warehouse which have not been fully paid yet.

The above provisions shall apply notwithstanding any action aimed at getting indemnification for missing or partial payment of the price.

### **13. Complaints and registration fees**

Any contract, registration or transcription fee shall be borne by the Buyer. Any complaint about the quantity, nature or kind of goods delivered shall be made to Novacavi within 8 days from receipt of goods by the Buyer.

Any complaint about defects of the products or missing quantity shall be made to Novacavi within 8 days from their detection, anyway not later than 12 months after receipts of the products by the Buyer.

No complaint about the quality or defects of the goods can be made judicially, not even as an exception, if regular payment of the goods object of the complaint has not occurred.

Any complaint about a single product delivery shall not exempt the Buyer from the obligation of taking the remaining quantity of goods as ordered or used.

### **14. Competent court and applicable law**

The contracts, even if entered with foreign companies or for goods delivered abroad are ruled by Italian laws in force. The only competent court is where Novacavi has its registered office, also in derogation to art. 32 and following Italian Code of Civil Procedure. The Buyer shall have no right of applying, also in form of guarantee or for connected actions, to judicial authorities elsewhere. Novacavi shall have the right to file action in its place of residence, in Italy or abroad, or in the place of residence of the Buyer.

Any contract, registration or transcription fee shall be borne by the Buyer.

Italian law shall apply to these General Terms and sales and purchase agreements excluding The 1980 Convention of Vienna on international sales as it is incompatible.

### **Privacy**

In compliance with the provisions of Italian law 675/96 on personal data protection, the data gathered about the Buyer shall be used by Novacavi only for commercial and administrative reasons and they can be cancelled at any time upon request of the Buyer.

### **Incoterms**

Commonly-used commercial terms as Fob e Cif are valid in conformity with the Incoterms of the International Trade Chamber in the version in force when the contract was made.

Stamp and signature of the Buyer

The Buyer declares he has carefully read and examined the general terms and explicitly accepts paragraphs 2-3-4-5-6-7-8-9-10-11-12 –13-14

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