1) CONFIRMATION OF ORDER AND ACCEPTANCE – The sale of our products is governed exclusively by these general conditions; any modifications, amendments, exceptions, and cancellations must be agreed upon exclusively in writing and must be expressly and accurately confirmed by Carco S.r.l.. In particular, in the event of Carco S.r.l. receiving any requests for cancellations following the start-up of production, the seller reserves the right to refuse or accept them subject to partial payment of the supply depending on the state of progress of the production itself. Particular conditions (amounts, price, methods of payment, etc.) of individual orders or those indicated in individual offers by Carco S.r.l.; orders will only be accepted if they comply with the offers. These general sales conditions are shown on the back of each offer and order confirmation sent by Carco S.r.l. and constitute an integral and essential part of any contract. Furthermore, they are also subject to the conditions of the seller’s site (www.carcoseal.com); in compliance with the offer made by Carco S.r.l., the order, even in the event of not being signed, foresees acknowledgement and acceptance of these general conditions. Therefore, these general sales conditions, will prevail over any other condition or agreement indicated by the client and/or will replace any previous written or oral agreement.

2) MOULDS AND EQUIPMENT – At its discretion, in addition to the sales price, Carco S.r.l. may apply a contribution for product development and/or mould/equipment costs on behalf of the client. These moulds and/or tools will, however, remain the exclusive property of Carco S.r.l., unless any specific agreements in writing, to be evaluated on a case by case basis, are drawn up as an exception to the above. In the event that the a.m. moulds/tools are not used for a period of 4 years, these moulds/tools will be considered obsolete and may be destroyed or modified by Carco S.r.l.

3) SAFEGUARDING OF KNOW-HOW – DRAWINGS – TECHNICAL DOCUMENTS – The client decisively undertakes not to disclose any technical or commercial information or any other data which he/she should learn about during the contractual relationship. In the event of any breach of the above on the part of the client, the seller reserves the right to claim compensation for damages. Likewise, all technical and commercial documents and drawings and data exchanged with the client during the performance of the contract will be subject to the same confidentiality clause.

   In the event of any information and/or technical or commercial data disclosed by the client proving to be in violation of the right of industrial property or of the know-how or trademarks and/or patents of third parties, Carco S.r.l. may, for any reason whatsoever, be held liable for any violation caused by the above, and in any case not later than one year after delivery;

   – the client authorizes the processing, communication and dissemination of the personal data by Carco S.r.l. (*) for all contractual, legal requirements/fulfilments as well as to allow for a more efficient management of the contractual relationships, for which the seller may not be held liable for any faults and/or defects in the raw material used for the supply depending on the state of progress of the production itself.

   – the client authorizes the processing, communication and dissemination of the personal data by Carco S.r.l. (*) for all contractual, legal requirements/fulfilments as well as to allow for a more efficient management of the contractual relationships, for which the seller may not be held liable for any faults and/or defects in the raw material used for the supply depending on the state of progress of the production itself.

4) DELIVERY AND TRANSPORTATION – Carco S.r.l. undertakes to respect the delivery times indicated in the order, which, in any case, may not be considered mandatory but are purely indicative. In the event of a possible written agreement stating an exact delivery time, Carco S.r.l. may not be held liable for any possible delays in delivery due to force majeure or to any force majeure in extraordinary events (such as, for example, accidents, strikes, transport delays, natural calamities, difficulty in obtaining the raw materials, breakdowns in production plants, etc.). Time, Carco S.r.l. may not be held liable for any possible delays in delivery due to force majeure or to any force majeure in extraordinary events (such as, for example, accidents, strikes, transport delays, natural calamities, difficulty in obtaining the raw materials, breakdowns in production plants, etc.).

5) TERMS OF PAYMENT AND OVERDUE PAYMENTS – The prices and methods of payment are those shown in the offers issued by Carco S.r.l. and, if issued by representatives and/or distributors, are only binding following confirmation and acceptance by the seller.

   Default or overdue payment of the amounts due agreed upon in the order, will entitle Carco S.r.l. to claim interest on the amounts owed and not paid at the rate determined in accordance with Legislative Decree no. 231 of 9 October, 2002, starting from expiry of the due date agreed upon.

   Defaulting of even one payment installment shall result in the client’s forfeiture of the installment benefit in which case he will be held to payment of the full price both for orders already fulfilled or in the process of being fulfilled. Furthermore, Carco S.r.l. may invoke articles 1460 and 1463 of the Italian civil code and suspend any possible orders in progress relative to one or more orders already confirmed by Carco S.r.l., in the event of an overdue payment resulting in a lack of trust regarding full payment of the amount due, the seller reserves the right to terminate the sales contract in accordance with article 1456 of the Italian civil code. Likewise, in the event of default in payment on the part of the client, Carco S.r.l. also reserves the discretionary right to change the terms of payment already agreed upon and accepted by the parties regarding one or more orders already confirmed by the seller.

6) WITHDRAWAL – Carco S.r.l. may withdraw from the sales contract at any moment whatsoever and stop the deliveries of goods, without any penalty and/or indemnity, or obligation to reimburse the deposits already received in the event of the existence of disputes, the instigation of amonutory, ordinary and/or insolvency proceedings or even out-of-court proceedings attributable to the client, as well as in the event of serious and repeated default in payment.

7) QUALITY OF THE PRODUCT – All Carco S.r.l. products are subjected to quality control procedures during all stages of manufacture, in accordance with internal procedures; any requests for conformity certificates and/or testing certification in regard to supplies must be expressly stipulated in writing on the order. Any tolerances and/or product variations may derive from the nature of the same and are acknowledged by the industrial practices used in the sector, for which the seller may not be held liable. Carco S.r.l. may provide the client’s raw material, design, manufacturing process and any other feature unless otherwise agreed in writing.

8) LIABILITY FOR FAULTS AND/OR DEFECTS IN THE PRODUCT – Considering that the application and installation of gaskets is subject to numerous variables (destination of product, compatibility with the system/machine of destination, storage conditions of the client, etc.) that are beyond the seller’s control and over which he has no power of intervention, Carco S.r.l. may not be held liable, unmitigated, for any faults or defects of the products sold.

   a) Carco S.r.l., by using quality raw materials, may not be held liable for any possible faults and/or defects in the raw material used for its products.

   b) Carco S.r.l. does not assume any responsibility in regard to the final destination of the product, for which the client may act and choose in full autonomy and awareness, or rather the seller may not be held liable for thefitness and/or quality of the product in regard to so-called “operating conditions” for which the client holds sole responsibility; Customer is the only responsible of the product choice and validation at the operational conditions.

9) GUARANTEE – Apart from cases of exclusion for all liability as stipulated in point 8) above, Carco S.r.l. warrants that it will assume responsibility for any faults and/or defects in the products sold and will undertake to replace same at no cost or, at the seller’s discretion, to be reimbursed, in full, the price paid subject to return of the goods. No compensation will be offered by the seller for any possible direct damage to either the client’s systems or end products.

   This guarantee will only be valid on condition that:

   a) the client sends written notification, within the 8 day deadline stipulated from the date of delivery, detailing any obvious or evident faults and/or defects;

   b) the client sends written notification, within the 30 day deadline stipulated following discovery, detailing faults and/or defects that were not immediately evident or only evident following their use and in any case not later than one year after delivery;

   c) the client has provided suitable and sufficient “technical specifications”, with regard to the work the product conforms, regardless of the final application of the product.

   d) the client has used the product in accordance with the instructions and technical methods specified in the contract.

   In the event of a controversy regarding the existence of a fault and/or defect reported by the client, this guarantee will not be valid in the case in which the client has not kept, for at least 90 days from notification, the faulty and/or defective part (for a cross check) and prove that the faults and/or defects were beyond the seller’s control and over which he has no power of intervention, Carco S.r.l. the client has not kept, for at least 90 days from notification, the faulty and/or defective part (for a cross check) and prove that the faults and/or defects were beyond the seller’s control and over which he has no power of intervention, Carco S.r.l.

10) GOVERNING LAWS – This sales contract is governed by the general conditions listed herein and for everything not expressly established herein will be governed by the laws pertaining to sales set forth in the Italian civil code (article 1470 and following).

11) PROCESSING OF PERSONAL DATA Legislative Decree no. 196 of 2003 – the client authorizes the processing, communication and dissemination of his personal data by Carco S.r.l. (*) for all contractual, legal requirements/fulfilments as well as to allow for a more efficient handling of contractual-commercial relationships including technical advertising updates. Said information is dedicated document as per art. 13 of the Legislative Decree No. 196/2003 is available on the seller’s website (www.carcoseal.com).

12) JURISDICTION – Any controversy, claim or dispute arising between the parties shall be exclusively submitted to the Courts of Milan. This sales contract is exclusively governed by Italian Law. (*) The personal data controller is Carco S.r.l., Via Ugo Foscolo 4 - 20060 Basiano (Milano) Italy. +39 02 95760331 - info@carco.it www.carco.it

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