

MATRIX S.p.A.

GENERAL TERMS AND CONDITIONS OF SALE

1. General Clause

The sale of MATRIX S.p.A. products (hereinafter the "Products") shall be governed by the following General Terms and Conditions of Sale which shall be deemed automatically accepted with the issuance of the order by the Client. Such Conditions form part of the contractual relationship between MATRIX S.p.A. (hereinafter "MATRIX ") and the Client. Any amendments to these Conditions shall be valid only after MATRIX has accepted them in writing as amending these Conditions and forming an integral part thereof. MATRIX reserves the right to modify its General Terms and Conditions of Sale at any time, and in this case the Client cannot invoke the provisions ceased for supplementary or replacement orders.

2. Conclusion of the agreement

The sale shall be deemed concluded upon MATRIX either confirming in writing with specific Order Acknowledgment form the order issued by the Client or starting the processing of such order. In this latter case the Conditions shall be deemed to be accepted by the Client even in the absence of an order.

3. Delivery, transfer risk and force majeure

3.1. The delivery term is confirmed in the Order Acknowledgment form, provided that MATRIX has been supplied with the necessary data to duly perform the sale. Delivery dates requested by the Client are indicative and only those confirmed by MATRIX are binding.

3.2. Except as otherwise agreed in writing by MATRIX and the Client, delivery of Products will be made ex works at MATRIX 's warehouse. Accordingly, the risk and the danger connected with the Products will pass to the Client upon delivery of such Products to either the carrier or the freighter (EXW). Except in the event of force majeure, delivery will be made in the term either indicated in the Order Acknowledgment or established by the written agreement of the parties. No delay shall be deemed to constitute a ground to either cancel the order or to claim damages or loss of profit. In addition, the Products may not be rejected for such reason. MATRIX 's obligations shall, however, be subject to the availability of the necessary raw material.

3.3. MATRIX will have no liability anyhow for missed or delayed deliveries due to force majeure or any other causes beyond MATRIX 's control and will such as strikes, natural events, accidents, lack of raw materials, etc. MATRIX will inform the Client as soon as the event is known. In no case MATRIX can be liable for damages caused to the Client by delays or missed supplies related to these events. If the condition of force majeure ceases, the maintenance of the sales contract should impose on MATRIX excessive charges, MATRIX can withdraw from the contract, without any obligation to compensate for the damage, without prejudice to the possibility of a fair modification of the contract itself.

4. Price

4.1. The sale price of the Products, including the delivery ex works at MATRIX 's warehouse, will be indicated in the Order Acknowledgment. In any event, the Products price is not inclusive of taxes, customs duties, freight and/or any other right.

4.2. In the event of variations of costs of raw material, labour and ancillary items, which may be inferred from market quotations, MATRIX may amend the prices of the Products, even if a supply is under way.

5. Payment and title retention

5.1. Except as otherwise provided for by the Order Acknowledgment, only full payments effected at MATRIX 's business office and within 30 days from the date of issuance of the relevant invoice will be considered duly made. Payment shall be effected within the aforesaid term even if delivery of Products is delayed due to transport reasons or to other circumstances that are outside of MATRIX 's responsibility. In addition, except upon MATRIX 's written authorization, the Client may not withhold payment even if the supply of a residual part of the goods is still due. If the Client fails to pay by the deadline, MATRIX will have the right to terminate the contract without further notice, without prejudice to the claim for damages.

5.2. In case of delayed payment, interest will accrue to MATRIX and shall be calculated pursuant to Legislative Decree No. 231/2002 and/or its subsequent amendments.

5.3. In case of delayed payments, the buyer's default, either total or partial, shall entitle MATRIX to forthwith claim payment.

5.4. The Parties hereby agree that MATRIX will retain title to the Products sold and that title shall only pass to Client upon his payment of the entire price due.

6. Guaranties, liabilities and complaints

6.1. Products

6.1.1. Quality and limits to the use of the Products

The Products are designed and manufactured in compliance with the highest quality standards and in accordance with the specifications provided by the Manufacturer. The Products may be used exclusively for the purposes for which they have been designed and manufactured. Thus, MATRIX shall not have any liability whatsoever in connection with the use of the Products in violation of the aforesaid limits, nor shall any "Product liability" apply in such cases. Any alteration of or tampering with the Products may endanger their efficiency and safety and any guarantee given by MATRIX in respect the Products will be terminated by such alteration or tampering.

6.1.2. Installation and working conditions

The Products must be installed by qualified and competent professionals working in their pertinent field, who have been specifically trained on the use for which the Products have been manufactured. Detailed installation and working conditions instructions are set forth within the technical specifications of the Products. Therefore, MATRIX shall not have any liability whatsoever in connection with Client's failure to comply with the technical specifications and/or in connection with the inappropriate and/or incorrect installation of the Products, nor shall any "Product liability" apply in such cases.

6.1.3. Contractual Guarantee and Complaints

MATRIX guarantees that the Products are manufactured with high quality materials free from defects in materials and workmanship and in accordance with the specifications provided by the Manufacturer. Should the Client, having received the Products, notice either an apparent or a hidden defect, he shall communicate it in writing to MATRIX within 8 (eight) days from the date of delivery of the Products or within a different term established by law. The Client, at his own expenses, shall deliver the defective Products ex works MATRIX in accordance with the instructions given by MATRIX. Only in case a defect has actually been ascertained by MATRIX 's quality control office, the defective parts of the Products will be restored or replaced. In any event, MATRIX 's liability, as well as the liability of its agents and/or distributors and/or any other brokers shall not exceed the sale price of the Products. The guarantee shall not apply in case the Products have not been installed, used and maintained in accordance with the technical specifications and/or in case the Products have been damaged or rendered faulty due to repairs or changes made outside the MATRIX plants and not performed with specific written authorization by MATRIX. MATRIX 's liability does not exceed the limits set forth in this paragraph and no further guarantee, neither express nor implied, which may determine an extension of such liability, is hereby given. Except upon MATRIX 'S express written authorization, none of its agents and/or distributors and/or other brokers are authorized to give further guarantees other than those provided for in these Conditions. It should be observed that MATRIX guarantees the materials produced by its suppliers within the limits of the guarantees given by such suppliers to MATRIX.

7. Applicable law and competent Court

The sale of the Products between MATRIX and the Client shall be governed by the laws of Italy. The Court of Ivrea shall have exclusive jurisdiction for any disputes that may arise

MATRIX S.p.A.
Corso Vercelli n.330
10015 Ivrea (TO) Italy
T +39 0125 615442
F +39 0125 615377
sales@matrix.to.it
www.matrix.to.it
P.IVA 05453220013