GENERAL CONDITIONS OF SUPPLY

1. Applicability of these General Conditions

1.1. Except as otherwise expressly agreed in writing by Officine Mario Dorin S.p.A. (“DORIN”), these general

2. Delivery

2.1. Unless otherwise agreed in writing by DORIN, the delivery shall be

2.2. As to the interpretation hereof, the Italian language version shall prevail.

2.3. The Purchaser shall be entitled to return the Products to DORIN only after having obtained DORIN's written

3. Prices

3.1. It shall be the Purchaser's responsibility to see that all the Products are duly delivered to the delivery address indicated by DORIN in the order confirmation and/or the invoice sent by DORIN to the Purchaser in each case.

3.2. The Products are to be delivered to the Purchaser’s premises or to such other place as may be mutually agreed in writing. In absence of such agreement, it shall be considered that the Products shall be delivered at the place indicated on the invoice. Purchase order and/or delivery are binding on DORIN, and DORIN shall be entitled to refuse excess quantities.

4. Place of Delivery – Risk of Loss - Transfer of title

4.1. Unless otherwise agreed in writing by DORIN, the Products shall be delivered to the Purchaser’s premises

4.2. The Purchaser shall be entitled to demand that the Products be delivered at the earliest possible time, provided that no prejudice is thereby occasioned to DORIN or to the interests of third parties.

4.3. If the Products are to be delivered at DORIN’s warehouses, DORIN shall inform the Purchaser of the availability of the Products within the term indicated in the order confirmation and/or the invoice sent by DORIN to the Purchaser in each case.

5. Free Works – Ex Works

5.1. The Products shall be delivered within the delivery timeframes (or by the delivery dates) indicated by DORIN in the order confirmation and/or the invoice sent by DORIN to the Purchaser in each case. The delivery timeframes (or delivery dates) are indicative and DORIN reserves the right to change them.

5.2. For each shipment of Products, DORIN reserves the right to charge the Purchaser for the costs of loading and unloading the Products at its warehouses, if any, at DORIN’s discretion.

5.3. In no event shall the delivery timeframes (or delivery dates) be deemed to be of the essence for the Purchaser for purposes only and are not binding on DORIN.

5.4. In case of specific tools or molds not yet manufactured to be realized at DORIN’s expense, specific tools or molds for the manufacture of the Products to the Purchaser’s specifications, then, except as otherwise agreed by the parties in writing, DORIN shall inform the Purchaser in writing that it will not be able to manufacture said tools or molds and the Purchaser shall reimburse DORIN for all the costs incurred by DORIN in connection with the manufacture of said tools or molds. In any case, the Purchaser shall not be reimbursed the amount reimbursed by the Purchaser to DORIN shall not be less than 30% (thirty percent) of said costs and shall be calculated based on actual costs incurred by DORIN up to the time of notification sent by DORIN to the Purchaser.

5.5. DORIN shall carry out pre-delivery performance testing on a sampling of Products only if expressly so agreed in writing by DORIN. The Purchaser may send a representative to be present for said pre-delivery performance testing, which shall be carried out at DORIN’s facilities, prior to delivery of the Products to the Purchaser, in accordance with the agreed conditions.

5.6. The delivery date of the Products shall be determined taking into account the delivery timeframes (or delivery dates) indicated by DORIN in the order confirmation and/or the invoice sent by DORIN in each case.

5.7. In the event of delay in delivery, the Purchaser is entitled, by written notice to DORIN, to terminate the contract and/or demand liquidated damages on a daily basis.

6. Payment

6.1. The Purchaser shall effect payment for the Products in the manner indicated by DORIN in the order, the order confirmation and/or the invoice sent by DORIN in each case.

6.2. Upon (i) failure to pay any DORIN invoice or debit note in full or in part, or by partial payment of any invoice or debit note, and (ii) in case of delay in payment, DORIN reserves the right to refuse DORIN, or (iii) in case of delay in payment or any other default by the Purchaser, the Purchaser shall be entitled to claim damages on a daily basis, calculated based on the amount outstanding from the date on which the payment was due or the date on which the Purchaser was notified of the non-payment, or whatever the case may be, until the full payment is made, regardless of whether the payment is made in full or in part.

6.3. In the event of delay in payment, the Purchaser shall be liable to pay to DORIN, upon request, interest on overdue amounts, calculated at the rate of 1% (one percent) per month, from the date of payment due or from the date on which the Purchaser was notified of the non-payment, or whatever the case may be, until the full payment is made, regardless of whether the payment is made in full or in part.

6.4. If the Purchaser fails to pay a DORIN invoice or debit note in full or in part, by partial payment of any invoice or debit note, and (ii) in case of delay in payment, DORIN reserves the right to refuse to provide the Purchaser payment guarantees and/or change the payment terms or the manner of payment, or (iii) in case of delay in payment or any other default by the Purchaser, the Purchaser shall be bound to pay to DORIN, in addition to the due amount, any damages, costs and expenses (including court fees and lawyers’ fees) reasonably incurred by DORIN in connection with the enforcement of the aforementioned provisions, even if they differ from any general or specific conditions of purchase of the Purchaser. The latter shall not be limited to the purchase price for the Products, but may include all other amounts due to DORIN, and the Purchaser shall be entitled to recover any damages suffered by DORIN in excess thereof.

7. Force Majeure and Limitation of Liability

7.1. In its event DORIN is liable to the Purchaser for any breach, including take delivery, which is caused by events of force majeure, which are beyond the control of DORIN, including but not limited to acts of God, civil disturbances, war, insurrection, fire, epidemics, riots, labor disturbances, strikes, lockouts, acts of violence, civil commotions and any other cause of force majeure recognized by the law of Italian and, in particular, in the case of contracts for the international sale of goods as defined in article 1 of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and, as to the Irish law, in particular, in the case of contracts for the international sale of goods as defined in article 1 of the United Nations Convention on Contracts for the International Sale of Goods (CISG). In such cases, DORIN may delay the delivery of the Products or cease to deliver them, without being subject to any liability.

7.2. Any claim concerning defects in the Products must be received by DORIN no later than 10 (ten) days from the date of delivery of the Products to the Purchaser or, in the case of latent defects which cannot be identified by the Purchaser until the Products have been put into commercial use, no later than 6 (six) months from the date of delivery or from the date on which the Purchaser should have received the Products, as the case may be. The warranty period shall not exceed 24 (twenty-four) months following the date on which the relevant invoice was issued.

7.3. The Purchaser shall be entitled to return the Products to DORIN only after having obtained DORIN’s written permission for such return. In the event of DORIN’s refusal to return the Products to DORIN, the Products shall be deemed to have been returned to DORIN and DORIN shall be entitled to recover any additional damages actually suffered by DORIN.

7.4. DORIN shall be deemed to have accepted the Products and the Purchaser to have received them if DORIN has not notified the Purchaser of any objections to such delivery within 5 (five) days following delivery or, in the case of latent defects which cannot be identified by the Purchaser until the Products have been put into commercial use, within 6 (six) months from the date of delivery or from the date on which the Purchaser should have received the Products, as the case may be. The warranty period shall not exceed 24 (twenty-four) months following the date on which the relevant invoice was issued.

7.5. If DORIN does not acknowledge the defect, DORIN shall issue an invoice to the Purchaser for the cost incurred in returning the Products. The Purchaser shall be entitled to return the Products to DORIN only after having obtained DORIN’s written permission for such return. In the event of DORIN’s refusal to return the Products to DORIN, the Products shall be deemed to have been returned to DORIN and DORIN shall be entitled to recover any additional damages actually suffered by DORIN.

7.6. The Purchaser shall be entitled to keep the Products in the Purchaser’s possession, without prejudice to its right to recover any additional damages actually suffered by DORIN.

7.7. In any case, DORIN shall be liable for any defects or shortcomings in the Products due to (i) improper or incorrect installation of the Products, (ii) improper or incorrect use of the Products, (iii) improper or incorrect maintenance of the Products, (iv) repairs, tampering or changes to the Products, without DORIN’s consent, (v) failures to observe safety rules, (vi) normal wear and tear, poor or inadequate conservation or maintenance of the Products or the use of the Products in improper operating conditions, (vii) failure of the Products to perform their function in accordance with the use of which in connection with the Products has not been approved by DORIN, (viii) use of spare parts which are not original DORIN spare parts or which do not correspond to the specifications contained in DORIN’s catalogues, manuals or other documents supplied by DORIN, (ix) incorrect assembly, installation and/or maintenance of the Products in accordance with the specifications, instructions and advice contained in the technical documentation supplied by DORIN, (x) defects in power supply; insulation or inadequate protection of the Products.

8. Non-infringement

8.1. Without prejudice to any other remedy, in the event that DORIN is found liable to compensate the Purchaser for any loss or damage, the Purchaser shall, in any case, limit its claim to the price paid by the Purchaser for the Products, without prejudice to the foregoing confidentiality obligations.

9. Trademarks, Trade Names and Descriptions

9.1. Every description supplied by DORIN to the Purchaser concerning the Products may contain knock-off and counterfeit products.

9.2. The Purchaser further agrees not to disclose said confidential information to third parties, except as authorized by DORIN in writing. The Purchaser is bound to deliver to DORIN all documents containing confidential information concerning with the Products or paid by DORIN by way of settlement of any action brought against DORIN for infringement of the aforementioned patents, apparatus, designs, plans, drawings, pictures and other documents or any other confidential information.

9.3. DORIN retains the trademark, trade name, and descriptions of the Products that are the subject of the contract entered into on the basis of these General Conditions, and the Purchaser is not authorized to use such trademark, trade name, descriptions or any other confidential information in breach of DORIN’s rights.

9.4. DORIN retains the trademark, trade name, and descriptions of the Products that are the subject of the contract entered into on the basis of these General Conditions, and the Purchaser is not authorized to use such trademark, trade name, descriptions or any other confidential information in breach of DORIN’s rights.

9.5. The Purchaser shall be entitled to use the trademark, trade name, and descriptions of the Products that are the subject of the contract entered into on the basis of these General Conditions, and the Purchaser is not authorized to use such trademark, trade name, descriptions or any other confidential information in breach of DORIN’s rights.

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