

## GENERAL SALES CONDITIONS

**1. Delivery conditions.** Once the present General Sales Conditions are accepted, **INCA S.p.a.** undertakes to send, upon request, commercial drawings, maquettes, samples or definitive items and, after customer approval, to deliver the ordered goods free from any evident or hidden manufacturing fault, and in compliance with regulations in force. The goods will be delivered in closed cartons and (where possible) on wooden pallets. Each carton will be labelled with the supplier's name, the receiver's name, indication of the content and relevant part number, order reference, number of pieces contained and shipping date.

**2. Delivery terms.** Delivery terms agreed and indicated in the order confirmation issued by INCA S.p.a. are binding. Delays in deliveries will be communicated with at least one week's notice.

**3. Packaging.** The ordered goods will be carried at the customer's risk, whichever delivery term has been chosen, except for deliveries made with means belonging to INCA S.p.a. itself. Any packaging damage must be notified to the carrier and immediately communicated to INCA S.p.a. Unless otherwise agreed in writing, packaging and shipping costs are included in the agreed price. Where previously agreed with INCA S.p.a., the customer will have to return packaging.

**4. Quality and quantity control.** Quality and quantity controls will have to be performed as soon as possible. In any case, any manufacturing fault or non conformity with the order will have to be notified to INCA S.p.a. within 8 days from reception of the goods. Otherwise, the goods will be considered as fully accepted (both as to quality and quantity issues) after 30 days from delivery. By *delivery* we mean the action of receiving the goods by the customer's employees or by the addressee indicated by the customer (art. 1511 civil code). The reception date indicated in the delivery note or equivalent document will act as proof. Goods inadequately stored by the customer and/or on their behalf, will not be considered faulty. Therefore, any return procedure will be rejected.

**5. Returned goods.** Any return of faulty goods and any sorting by the customer must be previously authorized by INCA S.p.a. Otherwise, returned goods will be rejected and sent back to the customer who will be charged of shipping costs; furthermore no sorting costs will be refunded to the customer by INCA S.p.a. Shipping costs for authorized returns will be met by INCA S.p.a., that therefore reserves the right to choose the carrier. The contested goods cannot be sold and INCA S.p.a. cannot be held responsible for any non-compliance with such regulation.

**6. Larger or smaller supplies.** According to batch production needs, the customer states to accept without reservation or contestations any larger or smaller deliveries as compared to quantities indicated in the order, i.e. +/- 10% for batches up to 20.000 pieces, and +/- 7% for batches exceeding 20.000 pieces.

**7. Payment.** Payment of goods will have to be made without delay according to terms indicated in the order confirmation issued by INCA S.p.a. In case of delay in payments, the customer will be charged interests calculated on the current ABI prime rate increased by 3 points. Payments cannot depend on any quantity and quality check on delivered goods. No compensation right will be recognized without prior issuing of a credit note by INCA S.p.a.

**8. E-mails.** In future this contract may be integrated by e-mail exchange between the pro-tempore legal representatives of the parties or between their delegates explicitly and duly appointed by the company. In such case, the parties already agree that any integration explicitly accepted by e-mail will act as a formal and final acceptance, in compliance with articles 1341 and 1342 of the civil code. Nevertheless, it is acknowledged that, as already stated in relation to Particular Terms and to your General Terms, no integration to this contract will restrict the force of the present General Sales Conditions. Any modification of this contract discussed by e-mail will have to be formalized by supplementary written agreement, duly signed by all parties.

**9. Competent court.** The parties agree that Milan court will be competent for any litigation or dispute arising out of or relating to this Agreement