

TERMS AND CONDITIONS OF SALE

1. APPLICATION

1.1 These general terms and conditions of sale (hereinafter "General Terms") apply to any contract stipulated between Arianna s.p.a. (hereinafter "Arianna") and its customers (hereinafter "Customers") in relation to the supply of products sold by Arianna (hereinafter "Products") to Customers or other third parties indicated by Customers.

1.2 Unless otherwise specified written between the Parties, in cases of discrepancy, the General Conditions prevail over all other conditions of purchase eventually recalled by customers with purchase orders of products (hereinafter "Orders").

2. CONTRACT

2.1 Purchase orders for Products shall be sent by Customers to Arianna in writing, shall specify the type of Products ordered and, for each Product, the required quantity. Such Orders shall be considered as having been accepted by Arianna only when Arianna sends the Customer confirmation (hereinafter "Order Confirmation. Arianna reserves the right to totally or partially refuse Orders in the event where the Products ordered are not available and/or the Customer is not up-to-date with payments owed to Arianna in relation to other or prior Contracts.

2.2 When requested, Arianna may send the Customer a written quotation for the supply of Products (hereinafter "Quotation"), specifying the contract price for each Product required by the Customer, where the Product is available, any additional costs, and the corresponding delivery times.

2.3 Pursuant to article 1, Contracts are considered as stipulated between Arianna and the Customer:

- (a) when the Customer receives Order Confirmation from Arianna;
- (b) when Arianna receives acceptance of the Quotation from the Customer.

2.4 Once the Contract has been stipulated, the Customer cannot terminate nor revoke such Contract.

3. PRODUCTS

3.1 Products and their technical specifications are identified in the catalogues and/or price lists published periodically by Arianna.

3.2 Arianna works to continually develop and improve its Products and extend its range, and consequently the Customer accepts that Arianna may periodically modify, without prior notice, the range and/or features of its Products, including to guarantee compliance with new safety standards and/or new technical or legislative requirements.

3.3 In the event where the above-mentioned modifications are implemented while one or more Contracts is yet to be concluded, Arianna shall supply the Customer with Products whose technical and quality specifications are better than or equivalent to those of the Products specified in each Contract.

4. CONTRACT PRICE

4.1 Unless otherwise specified in the Contract, the Products are supplied to the Customer by Arianna at the unit prices (hereinafter "Prices") shown in the Arianna price list in force at the time the Order is sent, or alternatively, where applicable, at the time the Quotation is prepared. Prices are net of any taxes, duties and other charges that may apply to the Products. The Customer shall be responsible for all such taxes, duties and charges. Prices include the cost of packing according to the standards of Arianna. Any special packaging requested by the Customer, if accepted by Arianna, will be charged to the

same Customer.

4.2 Arianna reserves the right to update its price list in relation to both existing Products and any new Products that extend the range. Nonetheless, each new price list or update to existing price lists shall only apply to Orders received by Arianna and to Quotations sent by Arianna to Customers after the date that the new Prices come into force.

4.3 Prices shall be paid to Arianna in accordance with the procedures and terms agreed on in the Contract, specifically and unless otherwise stipulated, payment on receipt of invoice by bank transfer, in accordance with the bank details provided by Arianna to the Customer.

4.4 If the Customer does not pay the Contract Price by the due date:

(a) the Customer shall pay Arianna interest at the rate specified in article 5 of Italian leg. decree no. 231 of 9.10.2002, where applicable, or interest at the legal rate of interest plus five percent, otherwise;

(b) without prejudice to any other right or remedies in favour of Arianna specified in the Contract and/or in these General Terms, where the delay in payment of the Prices by the Customer exceeds 10 (ten) days, Arianna has the right to suspend the Contract or Contracts in relation to the late payment by the Customer until the Customer has paid the full amount of capital, interest and costs owing to Arianna, as well as require advance payment of Prices or provision of suitable guarantees by such Customer for any future sales;

(c) the Customer may not make any claims under the warranty described in article 7.

4.5 Pursuant to article 1462 of the Italian civil code, the Customer may not refuse or delay payment of the Prices for any reason.

5. DELIVERY OF PRODUCTS

5.1 Delivery of the products is to be understood Ex Works loaded. All risks relating to the Products shall pass from Arianna to the Customer on consignment to the carrier and/or shipping agent. The Customer is moreover responsible for all costs pertaining to insurance, customs clearance, transport and the like, as well as the related risks.

5.2 The Products shall be delivered to the Customer in compliance with the terms agreed on in the Contract.

5.3 The delivery terms specified in paragraph 5.2 are:

(a) suspended if, subsequent to stipulation of the Contract:

(i) the Customer and Arianna agree to make changes to the Products supplied, in which case the aforementioned terms shall be applicable from the date in which such changes are agreed on in writing between the Customer and Arianna;

(ii) the Contract cannot be settled due to events of force majeure, in which case the aforementioned terms shall be applicable from the date in which such events of force majeure cease, as long as Arianna is still capable of fulfilling the Contract.

6. ACCEPTANCE OF PRODUCTS - CLAIMS FOR EVIDENT DEFECTS

6.1 The Customer shall inspect the Products upon delivery of such and shall notify Arianna of any missing or incorrect delivery of the Products ordered and/or any evident defects on the Products no more than 8 (eight) days from the date the Products are received, as demonstrated by the related delivery documents. Such notification shall be made in writing and shall contain the list of missing or defective Products (regarding the latter, complete with



corresponding serial number), a complete description of the defects found and the date the Products were received.

6.2 If such notification is not formally provided before the deadline specified in paragraph 6.1, the delivery shall be considered to be perfectly compliant with the terms of contract agreed on, the Products delivered shall be considered as having been completely accepted by the Customer and free of evident defects, and consequently the related warranty shall no longer apply. Nonetheless, the Customer may still make claims in relation to the warranty described in article 7.

6.3 In the case where the Customer reports defects under the terms described in paragraph 6.1, the Customer shall keep the defective Products for at least one month from the date in which notification is received by Arianna, and allow the latter to inspect the Products. Only on receiving written instructions from Arianna shall the Customer send the defective Products to Arianna or a third party specified by Arianna. The Customer shall be responsible for all costs relating to storage and transport of such Products, and any returns not previously agreed will not be taken into account.

6.4 Only in the event where, following inspection by Arianna, the Products reported by the Customer are affected by defects relating to materials, components and/or the Product manufacturing process shall Arianna either repair or replace, at its sole discretion, the defective Products free of charge. Following such repair or replacement, the Products will be sent back to the Customer, who shall be responsible for all transport and insurance costs.

6.5 Any repairs and/or replacements of defective products or parts do not imply the start of a new warranty period for which will be worth the initial one of the disputed product.

7. WARRANTY - CLAIMS FOR DEFECTS

7.1 Without prejudice to the terms described in article 6, Arianna guarantees that the Products are manufactured in compliance with the standards in force, are free of defects and are guaranteed for **2 (two)** years from the date of delivery, offering performance that is consistent with the related technical specifications. The warranty may be extended without additional costs to **5 (five)** years upon registering the Products at www.ariannaed.com.

7.2 The warranty described in paragraph 7.1 shall only be applicable in all of the following conditions:

(a) the Arianna Products are installed on systems which include surge protectors in the electrical panel, otherwise the warranty shall be null and void;

(b) the defects and/or malfunctions reported by the Customer are exclusively attributable to the materials, components and/or Product manufacturing process and are therefore not due to events of force majeure or any causes in general not relating to the manufacturing process;

(c) the Products are assembled and installed by Arianna authorised personnel or in compliance with the instructions provided by Arianna;

(d) the Products are used by the Customer in accordance with the instructions provided by Arianna and the related technical specifications;

(e) the products shall not be modified or tampered, otherwise the warranty shall be null and void;

(f) maintenance is performed on the Products in accordance with the times

and procedures specified by Arianna.

7.3 except in limits of the law and the cases of willful misconduct and gross negligence, arianna does not assume liability resulting from breach of contract or for any direct or indirect damages, losses, even of profits, costs, charges, including the possibility of removal of the products from the market, missing gain resulting from defects of the products, however, limiting its potential liability to pay a sum not exceeding the price of the defective product.

8. TECHNICAL SERVICE

8.1 Arianna provides Customers technical service (you can refer to the contacts listed at the bottom of the document) to solve any technical problems affecting the Products and that are not due to defects and malfunctions as described in articles 6 and 7.

8.2 Technical service is provided to Customers by Arianna through designated third parties, and requires payment of the corresponding costs by the Customer to the third parties that provide such technical service. 8.3 Except where otherwise agreed on with the Customer, upon payment by the Customer for any work performed pursuant to article 8 of these Terms 8, the Product in question shall be returned to the Customer, while Arianna or the third party that performs the work on behalf of Arianna shall retain title to the aforementioned Product until the Customer has paid the aforementioned amount owing.

9. TERMINATION OF THE CONTRACT

9.1 Without prejudice to the laws governing termination and any other terms specifically stipulated in the Contract and in these General Terms, Arianna has right to terminate the Contract in the following circumstances: (a) more than 30 (thirty) days have elapsed since expiry of the due date agreed on for payment of the Prices defined in the Contract without the Customer having fulfilled its payment obligations; (b) if, for any reason whatsoever, the Customer ceases to trade and/or goes into liquidation or files for bankruptcy.

9.2 Should any of the circumstances listed in paragraph 9.1 occur, the Contract is considered as terminated by right, pursuant to article 1456 of the Italian civil code, upon receipt by the Customer of the unilateral written declaration in which Arianna expresses the will to make use of this termination clause, without prejudice to the right of Arianna to obtain compensation for damage due to the Customer's failure to fulfil its obligations and termination of the Contract.

10. JURISDICTION

All disputes that may arise between the parties in relation to the Contract and these General Terms are subject to the exclusive jurisdiction of Italian law at the Court of Padova. Should the Customer be regarded as a Consumer pursuant to Italian leg. decree no. 206 of 6.9.2005, the court of the Customer's place of residence shall have jurisdiction.

