1) The signature on the commission note commits the buyer alone as the seller is entitled to accept or refuse the order.

2) In the case where the buyer renounces the contract, even within 24 hours following the time of its signing, or where same refuses to accept the goods sold to it, it will be obliged to pay the seller compensation equal to 40% of the agreed price (article 1382 of the Italian Civil Code). The sum calculated in this respect will be covered, until it is depleted, by any security deposit paid. Any receivable or payable difference for the buyer expires immediately.

3) Payments must be made in the times indicated on the invoice or order confirmation, in cash and without deductions at the company’s registered office in Rozzano (Milan). Other payments or terms of payment must be indicated either on the invoice or on the order confirmation; otherwise they will not be binding for the seller company. Payments made in other ways or to persons without a written power of attorney authorising them to collect payment do not relieve the buyer from liability. If it is opportune, the buyer is obliged to inspect the power of attorney authorising such persons to collect payment.

All collections or discounts are cancelled if the payment is not made in the agreed times; a margin of 5 days is accepted. The interest rate applicable to sales conditions for deferred payments is increased when there is an increase in the interest rates on three-month interbank deposits.

4) In the case of late payment interest on arrears will be applied at a rate equal to that on three-month interbank deposits increased by 5 points. The amounts calculated for this purpose are indicated on an invoice and are due immediately even if a longer term of payment has been agreed for the principal amount. The Company is also entitled to increase the prices indicated on the order confirmation based on any increases in prices on the suppliers' price list. The calculation is made on the basis of the prices on the price list valid at the payment due date. In the case of payment by instalment, if the buyer is late even with a single instalment, it loses the right to any reduction or other discount; moreover, the seller is entitled to immediately collect the amount still outstanding. In this respect see point 3.

5) Prices: The Company applies the prices valid at the time of delivery based on the internal price list which the client can consult at any time. The prices are considered ex-Rozzano (Milan). The goods are transported on behalf and at the risk of the buyer.

6) Projects, drawings, assembly instructions, electrotypes, etc. are the exclusive property of the Company and cannot be used or sold to others without the authorisation of same. Information about the performance and quality of the goods offered is approximate and not binding. Therefore, the seller will be held harmless if the goods supplied do not correspond exactly to the indications.

7) The goods are sold without prejudice to the right of ownership of the seller (art. 1523, 1526 of the Italian Civil Code). Therefore the goods sold are the property of the seller until full payment of the agreed price and of the ancillary expenses. The seller may also, at the buyer’s expense, record the goods sold in the specific registers at the competent Court. The contracting parties confirm that non or late payment of a single instalment, the attachment or seizure of the goods by third parties, the unauthorised removal of the goods from the point of delivery or non-observance, including partial non-observance, of the agreed sales conditions are considered significant circumstances in accordance with article 1455 of the Italian Civil Code. In the case of non-fulfillment by the buyer of the contractual conditions, the seller can immediately request payment of the remaining amounts or the collection of the instalments already paid as well as the seizure of the goods wherever they are located. The claims as of article 1256 of the Italian Civil Code remain valid. The buyer is the simple depositary of the goods sold to it with retention of title; consequently, it is forbidden to sell the goods, to lend them, to give them in security or to use them as a guarantee with third parties. Before the goods are attached or seized, the buyer must inform the bailiff of the retention of title, agreed herein, and inform the seller of these circumstances within 24 hours. The buyer must not remove the goods from their location to deposit them elsewhere.

8) Bank bills and authorised bills of exchange are to be considered as simple payment by instalment and cannot be considered a novation. Payment may not be suspended for any reason whatsoever. The “Solve et repete” clause expressly accepted by the client applies in the case of complaint.

9) If the buyer does not pay one or more instalments or does not fulfil, even only in a partial way, the obligations underwritten, the seller is authorised:
   a) to consider the contract terminated ipso iure,
   b) to collect the goods sold and,
   c) to request compensation for use and depreciation equal to 5% monthly of the agreed price for the period running from the day of delivery to the day of late payment. To this end the instalments already paid can be used. The right to collect the difference and further compensation remains valid.
   d) or to request immediate and full payment of the residual debt.

10) The seller is relieved from the obligation of delivery if in circumstances of force majeure or other events it is prevented from manufacturing or supplying as, for example, in the case of increases in prices or shortage of raw materials, difficulties in importing, strikes, uprisings, earthquakes etc. Consequently, the seller accepts all orders without undertaking the commitment to actually deliver the goods and without responsibility for such delivery.

11) The seller is responsible for faults in the material and in the production of the goods: in any case, without prejudice to the fact that these have not been wilfully damaged or undergone repairs or modifications. The warranty is valid solely if the buyer has settled all due payments.

12) Verbal agreements or other agreements not mentioned herein are not binding for the seller unless confirmed in writing.

13) The ruling court is that of Milan.