



PANTALONE S.R.L.

Via Don Primo Mazzolari, 21
Zona Ind.le Selvaiezzi - 66100 Chieti Scalo (Ch)
Tel. +39 0871 58721 - Fax +39 0871 587220
WWW.PANTALONESRL.IT

Capitale Soc. 80.000,00 Euro - C.F./P.IVA 01993190691
REA CH/143775 - C.C.I.A.A. 01993190691



GENERAL SALES CONDITIONS

Products on sale by Pantalone S.r.l. (hereinafter Company), are sold to a subject (hereinafter called Customer) under the following conditions, which constitute an integrant part of the contract signed with the Company. Terms and conditions, contrary to what described below, specified by the Customer is invalid and has no effects if not expressly stated on the Order Confirmation and accepted by the Company.

Any eventual totally or partially invalid provisions of the present General Conditions shall not affect the validity of the other terms and conditions.

These General Sales Conditions are available on our website: www.pantalonesrl.it.

GENERAL PROVISIONS

1. TERMS

Any quotations sent by the Company to the Customer, containing, among other things, descriptions, technical specifications and prices of the goods, does not represent a contract proposal. The conditions indicated on the quotation lose any validity and efficacy after thirty (30) days from the submission to the Customer, except as expressly specified in the document itself under heading "Offer Validity".

The order is considered accepted only after the approval of the Company Sales Direction, that can be tacit, by processing the order, or explicit, with a written confirmation.

All the time terms are always approximate and Pantalone Srl shall try to respect them; the Vendor is allowed to extend the delivery time without paying any reimbursement or sanction, unless otherwise agreed on the Confirmation of order, if the delay depends on unforeseen circumstances, acts of force majeure, work interruptions, strike or suppliers' delay. In case of (total or partial) impossible fulfillment of the order, the Vendor is allowed to withdraw from the contract and give the amount disbursed back deducting eventual expenses and without paying direct and indirect damages to the buyer or other parties.

2. DELIVERIES

Pantalone Srl shall deliver the products in accordance with the INCOTERMS 2010, agreed by the parties and reported on the Confirmation of order; if necessary the Vendor reserves the right to reasonably delivery in installments; upon getting the goods ready for collection notice, the Buyer shall immediately arrange to take possession of the products or indicate a carrier providing for transportation insurance.

In case of the late collection of merchandise made ready by the Vendor for any reason whatsoever not attributable to lack of goodwill on the part of the Vendor, once eight days have elapsed from the time notification was given that the goods were ready for collection, they shall be considered delivered and the Vendor shall be entitled to issue the relative invoice and claim fulfilment of the terms of payment established; moreover the Vendor may package, transport or store the material at the Buyer's expense,



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without prejudice to its right to claim for any damage suffered, including the costs for warehousing, keeping and storage of the goods.

3. FREIGHTFORWARDING

All transactions regarding transport, insurance, customs and excise, handling, and delivery are at the care, expense and risk of the Buyer, whose responsibility it is both to check the merchandise upon arrival and to make any claim against the freight company by direct approach, even where merchandise has been dispatched carriage-paid.

Any damages shall be notified to the freight company and communicated to the Vendor within eight days from products delivery.

In those cases where the Vendor's transport facilities are utilized for shipping merchandise, the latter is to be dispatched, ex-works or carriage-paid at best, with the Pantalone Srl duly assuming total responsibility thereof. Unloading operations shall be paid by recipient.

4. TERMS OF PAYMENT

The Vendor may ask the Buyer to send the order together with the amount due or a lower amount according to the agreements between the parties. The Vendor shall certify the payment and issue a receipt. Once the Vendor has accepted the order, the amount shall be considered as earnest payment pursuant to articles 1356 of the Italian Civil Code.

The payment of the amount due shall be corresponded in accordance with the agreement between the parties, at the Vendor's site or directly to a person appointed by the Vendor if indicated in writing. In any case final balance shall be considered as effectively executed only after the evidence of the payment. Supplies on credit shall be carried out only upon our Financial and Administration Depts' approval; Pantalone Srl has the right to modify or revoke, prior notification to the Buyer, any payments previously agreed.

In the event of late payment at the agreed deadlines, the Vendor shall be entitled to charge penalty interest pursuant to Legislative Decree no. 231 of 9th October 2002.

Any claims or disputes give no right to the Buyer to suspend or delay the payment of invoices.

In case of non-payment, the Vendor has the right to suspend, totally or partially, the delivery of the products.



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5. PRODUCTS RETURNS

Any products returns shall be expressly authorized by the Vendor. Products returns requests shall be sent within five days from products delivery and they shall be kept in working order and in their original packaging. The Vendor shall not accept special works carried out especially for the Buyer. Faulty materials shall be returned free ex works and after verifying our responsibility, they shall be repaired or replaced and sent free ex works.

6. PROPRIETORSHIP OF GOODS

All products are sold through a "title retention agreement". The property of the goods forming the subject of this sale is of Pantalone Srl and shall be transferred to the Buyer only upon full payment of relevant invoice by the Buyer pursuant to articles 1523 of the Italian Civil Code in accordance with the section 4 of the present document.

Any letters of credit or other documents do not represent a full payment.

In case of lack of payment the Vendor might request the return of the products at the Buyer's risk and expense. If the products are not available, Pantalone Srl has the right to take legal action and re-take possession of the products delivered at the Buyer's expense. The Buyer is obliged to make this clause be respected also if the products are in a country where this specific clause is not applicable.

7. TERMS OF WARRANTY

Since Pantalone Srl does not produce its products, the warranty is issued in accordance with any suppliers' limitations.

The Vendor shall guarantee the replacement or refund of a faulty product without accepting any compensation request for: labour costs, selection costs, complementary parts costs, production standstill costs.

The products shall be sent together with a document including the serial number, date and number of the relevant invoice and the reasons of the request for warranty.

8. WARRANTY DISCLAIMER

The warranty does not cover the following causes: damages due to negligence, failure to comply with the instructions, improper use of the product, bad use of the product, damaging of the product, damages due to transport, lack of maintenance of the product or some parts of it.

Any claims or disputes give no right to the Buyer to suspend or delay the payment of invoices.



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9. VAT AND PRICES

The prices are not including VAT and have to be considered as approximate since they are subject to variation. Only the prices which are present on the order copies accepted are binding on the Vendor.

10. JURISDICTION

Any dispute concerning the stipulation, validity, interpretation, execution and termination of this agreement shall be governed by Italian Law and the court of CHIETI shall have sole jurisdiction, with the exclusive jurisdiction of the Italian judge, with the explicit exclusion of any other court.

11. CONFIDENTIALITY AND SECRECY OBLIGATION

The Buyer is obliged to observe the utmost confidentiality as regards all technical and commercial information received from the Pantalone Srl in execution of this contract. In relation to such information, even after the execution of this agreement, the Buyer is obliged to:

keep it with the utmost diligence and confidentiality and return it to the Vendor, when requested to do so;

refrain from reproducing, copying, transmitting or revealing it to third parties, un-less within the limits explicitly authorised in writing by the Company;

refrain from applying for patents;

refrain from producing or having third parties produce, or providing third parties with, for any reason, directly or indirectly, products using the above technical information;

impose and guarantee observance of the obligations deriving from this article on any subject cooperating with the same Buyer, in any form and in any case, and therefore also partners, employees, professionals, consultants, sub-suppliers and, in any case, whoever may directly or indirectly become privy to the information passed on by the Vendor to the Buyer.

In the event of violation of the confidentiality and secrecy obligation set forth in this article, Pantalone Srl has the right to obtain compensation for any further damage suffered.

12. FORM OF AGREEMENT

This agreement represents the only negotiation instrument governing relations between the "parties". Any agreements to derogate, amend and/or supplement these General Conditions of Sale shall be stipulated and proven in writing.

This agreement has been drawn up in Italian and English. In the event of conflicts or doubts with regard to the interpretation of the agreement, the Parties hereby declare that the Italian version shall prevail.



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13. DATA PROTECTION LAW

Please read the document "Data protection code" on our website: www.pantalonesrl.it.