

SALES GENERAL CONDITIONS

Art. 1 CONTRACT EFFECTIVENESS.

The contract will become effective only upon the express approval of PILOSIO S.p.A. This approval may be either explicit or tacit, inferred by conclusive actions such as the consignment of the goods subject to this contract or sending an invoice for the agreed upon amount or for a single installment.

The buyer, by subscribing to the present contract, hereby accepts all the conditions of the contract in its entirety; such acceptance cannot be revoked.

In the case where a purchase proposal is withdrawn, if occurring before PILOSIO S.p.A. has given final approval, the buyer will in any case have to pay as penalty for damages and compensation, an amount equal to 30% (thirty percent) of the value of the contract.

Art. 2 OBJECT OF THE CONTRACT.

The goods subject to sale conform to all legislations in force in Italy and Europe, as well as CEE norms. The sold goods are consigned, although used, in a perfect state of maintenance and are suitable for their designated use.

Scaffolding will be consigned with the appropriate documentation containing ministerial authorization for its calculation, use, erection, and dismantling.

Such instructions are binding for the construction, with standard designs, of scaffolding of heights up to and including 20 (twenty) meters.

For non-standard designs or arrangement of scaffolding that exceeds a height of 20 (twenty) meters the buyer must provide designs and written calculations signed by a qualified professional in advance.

The equipment is sold in the quantity and quality indicated on the contract: other indications (e.g. weight) are included solely for transportation purposes. The goods are labeled with the PILOSIO S.p.A. brand or other distinguishing symbols.

Art. 3 CONSIGNMENT OF GOODS.

The terms for the consignment of goods subject to this contract take effect from the date of approval by PILOSIO S.p.A. and are here indicated.

A delay in consignment shall not be taken as a non-fulfillment of obligation on the part of PILOSIO S.p.A.; therefore the buyer shall not have the right to dissolve the contract, nor expect any compensation for damages, nor suspend payment of the total amount or agreed upon installment.

Consignment shall be considered to have taken place upon the release of the goods from a PILOSIO S.p.A. warehouse or other facility as indicated here. The effects of such consignment shall similarly be considered as taking place upon notification that the goods are available for the buyer; such notification may be in the form of issuing the relative invoice for the goods.

Upon delivery the buyer, with the act of signing the declaration of receipt of goods, certifies the state of the goods and affirms that the materials delivered conform to the order as to quantity and quality, and that the goods are in a perfect state of maintenance and operation.

The buyer hereby authorizes the signature of the person accepting delivery and transport documents from the person in charge of transport, even if only a carrier, namely of the person present on site at the moment of consignment.

The buyer undertakes to inform and remove eventual impediments that may render difficult

or impossible the delivery of goods, when transport has been delegated to PILOSIO S.p.A. Every request made by the buyer for modification of the terms of consignment must be in written form to PILOSIO S.p.A. A new delivery date does not entail a modification of the terms of payment as initially agreed and must be expressly authorized by PILOSIO S.p.A.

Art. 4 CONFORMITY OF THE GOODS TO REGULATIONS.

The buyer declares to have verified the substance of the technical-functional characteristics of the goods subject to this contract and to deem them suitable for use in their particular business. In the case of a sale based on a sample, the buyer, by signing the receipt of delivery, declares that the sold goods are consistent with the samples previously examined.

Any differences that do not render the sold goods completely unsuitable for their normal use (e.g. differences in color tonality), even if immediately noticed, do not legitimize the buyer to annul the contract or to ask for the goods to be substituted.

Art. 5 CUSTODY AND TRANSPORT OF SOLD GOODS.

Custody of the sold goods awaiting consignment or transport is a service incidental to the contract and as such is not included in the agreed upon price.

The costs of custody and transport are at the complete charge of the buyer.

In the case that a compensation for the custody of the goods has not been expressly agreed upon, the buyer assumes the risk of loss or deterioration of the sold goods.

The buyer assumes all risks for the transport of materials from the moment the contract is formalized to the moment of delivery.

Art. 6 PAYMENT.

Payment must be made by bank transfer to the account specified by PILOSIO S.p.A.; other arrangements may be accepted by PILOSIO S.p.A. if previously agreed to in writing upon formalizing the contract.

Payment must be made in full in a single instance, unless PILOSIO grants the possibility of payment in monthly installments.

The buyer does not have the right to suspend payment based on causes relating to the quality and/or functionality of the sold goods.

If payment becomes overdue, PILOSIO will apply a late interest charge of 7 percentage points on top of the reference interest rate of the European Central Bank, under Italian Law 231/2002.

Art. 7 RESOLUTION OF CONTRACT; CLAUSE OF SPECIFIC ANNULMENT.

The parties specifically anticipate that a lapse in payment, even of only one installment, apart from those covered under Italian Civil Code article 1525, is a failure to respect the conditions stipulated in this contract and therefore gives PILOSIO S.p.A. the rights:

- to annul the contract with immediate effect, making use of this clause for specific annulment under the sense and to the effect of Italian Civil Code article 1456; furthermore PILOSIO S.p.A. reserves the right to annul all other existing contracts with the same defaulting party;
- to require immediate payment in full of the agreed amount, declining any previously agreed installment plan accorded to the buyer; or, alternatively:
- to require the immediate restitution of the sold goods at charge to the buyer,
- to preserve the right of PILOSIO S.p.A. to keep the amounts up till then paid as fees for the utilization of the goods enjoyed by the buyer.

In the case that the buyer does not take any action to return the goods, PILOSIO S.p.A. is expressly authorized to access the sites where the goods are located, and to remove the goods or have them removed by a third party hereby authorized for their retrieval, and debit the charges of such retrieval to the buyer.

Art. 8 CONDITION OF OWNERSHIP.

Under the sense and to the effect of Italian Civil Code article 1523, the goods subject to this contract shall remain the exclusive property of PILOSIO S.p.A. until all payment is completed, apart from the risks from the moment of consignment.

The buyer is obliged to communicate in writing to PILOSIO S.p.A. every placement and/or

type of utilization of the goods that varies from that intended at the moment of consignment, as well as every eventual legal action exercised by third parties on the same goods.

The buyer assumes all charges for burdens incurred under Italian Civil Code article 1524 – 2762 subsection 2 to oppose ownership to third parties.

Art. 9 DAMAGES TO PERSONS AND OBJECTS.

The buyer, at the moment of consignment of goods, assumes all risks and indemnifies PILOSIO S.p.A. against any and all claims for damages to persons and/or objects caused by third parties or employees of the buyer, that relate in any way to the sold goods.

Similarly, PILOSIO S.p.A. is not responsible for damages to objects or third parties caused by the utilization of invalidated or defective goods in the case that the buyer, after making such a claim, did not immediately suspend use of the goods.

Art. 10 GUARANTEE.

Sold goods are covered by guarantee for a maximum period of 2 (two) years.

The buyer must report any flaws or quality defects that render the sold goods unusable within 8 (eight) days of delivery. Such a report must be sent registered mail with a reply notification of receipt.

In the case of judicial controversy the guarantee may be exercised only in the case that the flaw was recognized at delivery and reported within the terms mentioned above; the action must be presented within 2 (two) years of the delivery of goods. At the end of this term the buyer's right will also lapse as per Italian Civil Code article 1495, subsection 3.

PILOSIO S.p.A. guarantees the correct construction and good quality of sold goods, on condition that these same are used correctly and in conformity with article 2 of the present contract.

Parts that, within the period of validity of the guarantee, demonstrate evident defects of construction or manufacture such that they are rendered unfit for their intended use, shall be repaired or replaced by PILOSIO S.p.A. according to the judgement and discretion of PILOSIO S.p.A. as to the most appropriate course of action depending on the availability of their personnel and organization. The parts to be repaired and/or replaced must be made available to PILOSIO S.p.A. or their agent at their offices or other designated site, at charge to the buyer.

Parts substituted under guarantee remain the property of PILOSIO S.p.A.

The guarantee lapses if the buyer:

- sells the goods to a third party, even having completed all payment;
- does not respect all the conditions of payment, even for only one time, or does not fulfill the obligations of the present contract.

The guarantee does not cover those goods that by their very nature are subject to inevitable wear and tear and those expressly sold as "used."

In the case of a claim of flaws or defects the buyer must immediately cease using the sold goods. In the case where this regulation is not observed, the buyer will become responsible for all further worsening of the noted flaw or defect.

Art. 11 SAFETY NORMS.

PILOSIO S.p.A. declares that goods subject to sale conform to all the safety norms in force at the moment the contract is formalized. In the case where, during the delay before the goods are delivered, new safety measures are introduced, any necessary modifications to bring them into line with such new norms, including the time and cost of trials, are at the total and exclusive charge of the buyer.

Art. 12 DUTIES AND TAXES.

The buyer is solely responsible for all value added taxes and any other duties, including those incurred in the execution of the contract. Likewise the buyer is responsible for:

- stamp duties, including those necessary for the issuing of receipts;
- the costs of registration and transcription of the contract;
- all other duties related to special requests by the buyer or any breaches on their part.

Art. 13 JURISDICTION.

The court of Udine shall have exclusive jurisdiction over any disputes relating to the validity, interpretation, execution, or resolution of the conditions of this contract.

Art. 14 APPLICABLE LAW.

This contract and any dispute referring to it, will be regulated and interpreted by Italian Laws:

Art. 15 ARBITRATION.

Any controversy between contractors with reference to this agreement, will be governed by an arbitration as for Regulation of Conciliation and Arbitration of the International Chamber of Commerce of Paris.

The place for arbitration is Udine – Italy.

The official language for arbitration and for every communication is English.

The decision of the arbiters will be final and resolved and will be binding for each contractor.

Dated _____

Ref. N° _____

The Buyer (Stamp and Signature)

In the sense and to the effect of Italian Civil Code article 1341, the buyer, by signing the present contract, declares to have read and fully understood, and to accept without reservation, the conditions of the selfsame.

In particular, the contracting party declares to have specifically approved the regulations of the following articles of the Sales General Conditions:

article 1 (contract effectiveness); article 3 (consignment of goods); article 4 (conformity of the goods to regulations); article 5 (custody and transport of sold goods); article 6 (payment); article 7 (resolution of contract, clause of specific annulment); article 8 (conditions of ownership); article 9 (damages to persons and objects); article 10 (guarantee); article 11 (safety norms); article 12 (duties and taxes); article 13 (jurisdiction); article 14 (); article 15()

The Buyer (Stamp and Signature)