

GENERAL TERMS AND CONDITIONS OF SALE FOR IMLANI PRODUCTS

1. DEFINITIONS

1.1 WITHIN THIS AGREEMENT, THE TERMS SPECIFIED BELOW SHALL HAVE THE FOLLOWING MEANING:

- A) BUYER: ANY TRADER WHO PURCHASES OR PROPOSES TO PURCHASE FROM IMLANI THE PRODUCTS MARKETED BY IMLANI;
- B) ORDER CONFIRMATION: REFERS TO THE DOCUMENT WITH WHICH IMLANI ACCEPTS A PROPOSAL;
- C) INCOTERMS2010: INCOTERMS OF THE INTERNATIONAL CHAMBER OF COMMERCE, IN THE TEXT IN FORCE AT THE DATE OF FINALISING THE ORDER;
- D) ORDER(S): MEANS THE CONTRACT, FORMED BY THE PROPOSAL SUBMITTED BY THE BUYER AND THE ORDER CONFIRMATION ISSUED BY IMLANI, WHICH REGULATES THE SUPPLY OF PRODUCTS;
- E) PARTS: IMLANI AND THE BUYER;
- F) PRODUCTS: GOODS COVERED BY A SALE OR SALE NEGOTIATION;
- G) PROPOSAL(S): THE REQUEST(S) TO PURCHASE THE PRODUCTS SENT BY THE BUYER TO IMLANI.

2. FIELD OF APPLICATION

- 2.1 THESE CONDITIONS OF SALE (HEREINAFTER THE "CONDITIONS") APPLY BETWEEN IMLANI SRL (HEREINAFTER "IMLANI") AND THE BUYER EVEN WHEN THEY HAVE NOT BEEN AGREED UPON OR REFERRED TO BY THE PARTIES.
- 2.2 ANY EXCEPTIONS SHALL BE VALID ONLY IF CONTAINED IN SEPARATE DOCUMENTS SIGNED BY THE PARTIES.
- 2.3 THE GENERAL TERMS AND CONDITIONS OF SALE ARE AN INTEGRAL PART OF ALL ORDERS, INCLUDING WHEN FINALISED BY TELEPHONE, VERBALLY, BY FAX, EMAIL OR INTERNET.
- 2.4 IN THE EVENT OF DISCREPANCIES BETWEEN THE PROVISIONS REFERRED TO HEREIN AND THOSE CONTAINED IN THE ORDER, THE LATTER SHALL IN ANY CASE PREVAIL.

3. FINALISATION OF THE ORDER

- 3.1 THE BUYER MAY SUBMIT PROPOSALS TO IMLANI EITHER DIRECTLY OR THROUGH AGENTS AND THEIR REPRESENTATIVES. HOWEVER, AN ORDER SHALL BE FINALISED ONLY AFTER AN ORDER CONFIRMATION HAS BEEN SENT BY IMLANI FOR EACH INDIVIDUAL PROPOSAL.
- 3.2 IMLANI EXPRESSLY RESERVES THE RIGHT TO EVALUATE ANY PROPOSAL AND SHALL NOT BE BOUND TO THE ACCEPTANCE THEREOF.
- 3.3 ANY SUPPLY OFFERS FROM IMLANI TO THE BUYER SHALL ONLY BE CONSIDERED FIRM AND IRREVOCABLE IF QUALIFIED AS SUCH IN WRITING BY IMLANI.
- 3.4 THE REGISTERED OFFICES OF IMLANI SHALL ALWAYS BE THE PLACE OF FINALISATION OF THE ORDER, INCLUDING ORDERS THAT ARE FINALISED ELECTRONICALLY.

4. DELIVERY TERMS

- 4.1 IMLANI SHALL DELIVER THE PRODUCTS EX-WORKS (EXW INCOTERMS2010). IF REQUESTED, IMLANI SHALL TAKE CARE OF THE TRANSPORTATION OF THE PRODUCTS, AT THE RISK, COST AND EXPENSE OF THE BUYER. THE PAYMENT OF TRANSPORT COSTS BY IMLANI SHALL NOT AFFECT THE RISKS OF THE SHIPMENT, WHICH SHALL CONTINUE TO BE BORNE BY THE BUYER AT THE LATEST UPON DELIVERY OF THE PRODUCTS TO THE FIRST CARRIER.
- 4.2 THE DELIVERY OF THE PRODUCTS MUST TAKE PLACE BY THE DEADLINE SPECIFIED IN THE ORDER, CALCULATED IN WORKING DAYS. HOWEVER, THE DELIVERY DEADLINE IS PURELY INDICATIVE AND IS NOT AN ESSENTIAL TERM OF THE CONTRACT AND, IN ANY CASE, DOES NOT INCLUDE TRANSPORT TIME.
- 4.3 UPON RECEIPT OF THE NOTICE OF GOODS READY FOR PICK-UP, THE BUYER MUST COLLECT THE PRODUCTS WITHIN A DEADLINE OF 10 (TEN) DAYS. SHOULD THE BUYER DEFAULT, THE PRODUCTS MAY BE STORED OUTDOORS, WITH IMLANI RELEASED FROM ANY LIABILITY, AND ALL GUARANTEES BEING FORFEITED IN FAVOUR OF IMLANI; THE BUYER SHALL BE CHARGED FOR ANY HANDLING AND STORAGE COSTS INCURRED BY IMLANI, WHICH MAY ALSO, AT ITS DISCRETION, HAVE THE PRODUCTS PLACED IN STORAGE AT THE BUYER'S EXPENSE.
- 4.4 IMLANI SHALL BE ENTITLED TO ISSUE A REGULAR INVOICE WITHIN 10 (TEN) DAYS FROM THE NOTICE OF GOODS READY FOR PICK UP.

5. COMPLAINTS

- 5.1 ANY COMPLAINTS REGARDING THE PACKAGING CONDITION, QUANTITY, NUMBER OR EXTERNAL CHARACTERISTICS OF THE PRODUCTS (APPARENT DEFECTS) MUST BE SUBMITTED TO IMLANI IN WRITING, UNDER PENALTY OF FORFEITURE, WITHIN 8 (EIGHT) BUSINESS DAYS FROM THE DATE OF RECEIPT OF THE PRODUCTS.
- 5.2 ANY COMPLAINTS RELATING TO DEFECTS THAT CANNOT BE IDENTIFIED THROUGH DILIGENT CONTROL UPON RECEIPT (HIDDEN DEFECTS) MUST BE SUBMITTED TO IMLANI, UNDER PENALTY OF FORFEITURE, WITHIN 8 (EIGHT) DAYS FROM THE DATE OF DISCOVERY OF THE DEFECT AND REPORTED TO IMLANI IN THE MANNER PROVIDED UNDER THE WARRANTY CONDITIONS.
- 5.3 IN NO CASE SHALL AGENTS, CUSTOMERS OR INTERMEDIARIES OF IMLANI HAVE THE POWER TO REPRESENT IMLANI OR TAKE ANY BINDING OBLIGATIONS ON BEHALF OF IMLANI VIS À VIS THE BUYER OR OTHER THIRD PARTIES. TO THIS END, ANY NOTICE RELATING TO FAULTS OR DEFECTS OF THE PRODUCTS SHALL BE INVALID AND INEFFECTIVE IF MADE TO AGENTS, CUSTOMERS OR INTERMEDIARIES OF IMLANI.

6. PRICES

- 6.1 THE PRICES OF THE PRODUCTS SHALL BE THOSE SPECIFIED IN THE IMLANI PRICE LIST IN FORCE AT THE TIME THE ORDER IS FINALISED OR, IF THE PRODUCT IS NOT INCLUDED IN THE PRICE LIST OR THE PRICE LIST IS NOT AVAILABLE, THOSE SPECIFIED IN THE ORDER CONFIRMATION.
- 6.2 UNLESS OTHERWISE AGREED, THE AFOREMENTIONED PRICES SHALL BE CALCULATED EX WORKS (EXW INCOTERMS2010). THESE PRICES DO NOT INCLUDE THE COSTS OF SPECIAL PACKAGING, SHIPPING AND TRANSPORT FROM IMLANI'S PREMISES, WHICH SHALL BE BORNE BY THE BUYER. UNLESS OTHERWISE AGREED, THE BUYER SHALL ALSO BEAR ALL EXPENSES, TAXES OR DUTIES INHERENT IN THE SALE OF THE PRODUCTS, INCLUDING THE COSTS OF ALL CUSTOMS FORMALITIES (AS WELL AS ANY DUTIES, TAXES AND OTHER OFFICIAL CHARGES TO BE PAID FOR EXPORTING THE PRODUCTS).

7. PAYMENT CONDITIONS

- 7.1 WHERE THE TERMS OF PAYMENT ARE NOT SPECIFIED IN THE ORDER, THE PAYMENT MUST BE MADE WITHIN 30 DAYS FROM THE END OF MONTH INVOICE DATE, BY BANK TRANSFER. THE PAYMENT SHALL BE CONSIDERED PAID MADE WHEN THE SUM BECOMES AVAILABLE TO IMLANI AT ITS BANK IN ITALY.
- 7.2 IF THE PARTIES AGREED ON AN ADVANCE PAYMENT WITHOUT FURTHER SPECIFICATIONS, IT IS ASSUMED THAT THE ADVANCE PAYMENT REFERS TO THE ENTIRE PRICE OF THE PRODUCTS INCLUDED IN THE SUPPLY ORDER.
- 7.3 IF THE PARTIES HAVE AGREED ON PAYMENT BY DIRECT REMITTANCE, THIS SHALL BE DONE BY SWIFT TRANSFER - WITH FIXED VALUE DATE IN FAVOUR OF IMLANI ON THE DAY THE PAYMENT IS DUE - AT THE BANK SPECIFIED BY IMLANI.
- 7.4 IN THE EVENT OF PAYMENT DELAYED UNTIL AFTER THE AGREED DATE, DEFAULT INTEREST AT THE STATUTORY RATE SHALL BE APPLIED TO THE BUYER. IN ADDITION, IMLANI SHALL BE REIMBURSED FOR ANY COSTS INCURRED IN THE RECOVERY OF SUMS NOT PROMPTLY PAID.
- 7.5 THE BUYER IS NOT AUTHORISED TO MAKE ANY DEDUCTION FROM THE AGREED PRICE (E.G. IN CASE OF ALLEGED PRODUCT DEFECTS), WITHOUT PRIOR WRITTEN AGREEMENT WITH IMLANI.

8. FORCE MAJEURE

- 8.1 BOTH THE BUYER AND IMLANI MAY SUSPEND THE PERFORMANCE OF THEIR CONTRACTUAL OBLIGATIONS WHEN SUCH PERFORMANCE BECOMES IMPOSSIBLE OR UNREASONABLY BURDENSOME DUE TO AN UNFORESEEABLE IMPEDIMENT NOT UNDER THEIR CONTROL, SUCH AS FOR EXAMPLE, STRIKES, BOYCOTTS, LOCKOUTS, FIRES, WARS, RIOTS AND REVOLUTIONS, REQUISITIONS, EMBARGOES OR INTERRUPTIONS IN ENERGY SUPPLY.
- 8.2 THE PARTY WISHING TO INVOKE THIS CLAUSE MUST IMMEDIATELY INFORM THE OTHER IN WRITING THAT A FORCE MAJEURE CIRCUMSTANCE HAS OCCURRED AS WELL AS WHEN SUCH CIRCUMSTANCE NO LONGER EXISTS.
- 8.3 IF THE SUSPENSION DUE TO FORCE MAJEURE LASTS MORE THAN EIGHT WEEKS, EACH PARTY SHALL HAVE THE RIGHT TO TERMINATE THE ORDER, SUBJECT TO 10 DAYS' NOTICE, TO BE CONVEYED TO THE OTHER IN WRITING.

9. CHANGE IN THE BUYER'S FINANCIAL SITUATION

- 9.1 IMLANI SHALL BE ENTITLED TO SUSPEND THE FULFILMENT OF THE OBLIGATIONS ARISING FROM THE SUPPLY OF THE PRODUCTS IN THE EVENT THAT THE BUYER'S FINANCIAL SITUATION BECOMES SUCH AS TO SERIOUSLY ENDANGER THE BUYER'S PERFORMANCE OF ITS OWN OBLIGATIONS, UNLESS A SUITABLE GUARANTEE IS GIVEN.

10. APPLICABLE LAW AND JURISDICTION

- 10.1 THE GENERAL TERMS AND CONDITIONS OF SALE AND THE ORDERS ENTERED INTO BETWEEN IMLANI AND THE BUYER SHALL BE GOVERNED BY ITALIAN LAW.
- 10.2 FOR ANY DISPUTE REGARDING THE INTERPRETATION, PERFORMANCE, BREACH OR TERMINATION OF THESE GENERAL TERMS AND CONDITIONS OF SALE, THE COURT OF VICENZA SHALL HAVE EXCLUSIVE JURISDICTION, INCLUDING IN THE EVENT OF JOINDER OF PROCEEDINGS.

11. FINAL CLAUSES

- 11.1 SHOULD ONE OF THE PARTIES FAIL TO TAKE LEGAL ACTION OR EXERCISE A RIGHT UNDER THESE GENERAL TERMS AND CONDITIONS OF SALE, SUCH ACQUIESCENT CONDUCT MAY NOT BE INTERPRETED AS A FINAL WAIVER TO TAKE SUCH LEGAL ACTION OR EXERCISE SUCH RIGHTS IN THE FUTURE.
- 11.2 THE SALE OF PRODUCTS BY IMLANI TO THE BUYER DOES NOT GIVE THE LATTER ANY EXCLUSIVE TERRITORIAL RIGHT NOR DOES IT ALLOW THE BUYER TO TAKE ON THE STATUS OF DISTRIBUTOR OR RESELLER OF IMLANI.
- 11.3 ANY COMMUNICATION FROM THE BUYER TO IMLANI IN RELATION TO THESE GENERAL TERMS AND CONDITIONS OF SALE MUST BE SENT TO THE FOLLOWING CERTIFIED E-MAIL ADDRESS: IMLANISRL@LEGALMAIL.IT. THE AFOREMENTIONED COMMUNICATIONS SHALL TAKE EFFECT UPON RECEIPT BY THE RECIPIENT.

12. PRIVACY

- 12.1 IN ACCORDANCE WITH THE PROVISIONS OF LEGISLATIVE DECREE 196/03, BY ACCEPTING THIS CONTRACT, THE BUYER DECLARES THAT IT IS AWARE, AND EXPRESSLY AGREES, THAT ITS "PERSONAL DATA", PROVIDED (ALSO VERBALLY) BY ITSELF OR ACQUIRED DURING SALE TRANSACTIONS, IS KEPT WITH IMLANI IN ITS (PAPER, ELECTRONIC OR TELECOMMUNICATIONS) ARCHIVES AND PROCESSED AS PART OF THE CONDUCT OF BUSINESS ACTIVITIES OF IMLANI FOR MANAGEMENT PURPOSES, THE FULFILMENT OF LEGAL OBLIGATIONS, AND FOR STATISTICAL, COMMERCIAL, MARKETING, PROMOTIONAL AND CREDIT PROTECTION PURPOSES. SUCH DATA MAY ALSO BE: (A) DISCLOSED TO COMPANIES, ENTITIES, CONSORTIA OR ASSOCIATIONS RESPONSIBLE FOR CREDIT PROTECTION, (B) DISCLOSED/DISSEMINATED TO SUBSIDIARIES, PARENT COMPANIES OR ASSOCIATES ENGAGED IN COMMERCIAL, MARKET RESEARCH, MARKETING, MANAGEMENT OR IT MANAGEMENT ACTIVITIES; OR SUCH COMPANIES CAN BE GIVEN ACCESS TO THE AFOREMENTIONED ARCHIVES. IN RELATION TO THE PROCESSING OF SAID DATA, THE BUYER MAY EXERCISE THE RIGHTS INDICATED IN ART. 7 LEGISLATIVE DECREE 196/03 AND IMLANI HAS AN OBLIGATION TO COMMUNICATE WITHOUT DELAY ANY REQUESTS PURSUANT TO THAT ARTICLE. THE DATA CONTROLLER IS IMLANI IN THE PERSON OF ITS PRO-TEMPORE LEGAL REPRESENTATIVE. THE DATA CAN BE PROCESSED AT THE COMPANY'S REGISTERED OFFICES OR AT TAX CONSULTING FIRMS, AS WELL AS AT THE PREMISES OF ANY OTHER PROFESSIONALS THAT HAVE BEEN TASKED WITH PROCESSING THE ACCOUNTS AND ANY OTHER RELEVANT ASSIGNMENTS.

13. COMPLIANCE WITH LAW 231/2001

- 13.1 THE BUYER ACKNOWLEDGES THAT IMLANI HAS ADOPTED AND IMPLEMENTED AN ORGANISATION, MANAGEMENT AND CONTROL MODEL PURSUANT TO LEGISLATIVE DECREE 231/01, WITH ITS CODE OF ETHICS AND DISCIPLINARY SYSTEM, DETAILS OF WHICH CAN BE VIEWED ON THE COMPANY WEBSITE WWW.IMLANI.IT. THE BUYER ENDORSES THE PRINCIPLES OF THE AFOREMENTIONED ORGANISATION, MANAGEMENT AND CONTROL MODEL AND ITS ANNEXES, AND UNDERTAKES TO COMPLY WITH ITS CONTENTS, PRINCIPLES AND PROCEDURES AND, IN GENERAL, TO REFRAIN FROM ANY CONDUCT THAT MAY CONSTITUTE ANY OF THE OFFENCES SPECIFIED IN ITALIAN LEGISLATIVE DECREE 231/01, AS AMENDED, AND INCLUDED IN THE AFOREMENTIONED ORGANISATION, MANAGEMENT AND CONTROL MODEL. THE BUYER ALSO UNDERTAKES TO COMPLY WITH AND TO ENSURE ITS EMPLOYEES' COMPLIANCE WITH ALL THE PRINCIPLES CONTAINED IN SAID DOCUMENTATION AND BEHAVIOURAL PROTOCOLS PROVIDED BY OUR ORGANISATION IN ACCORDANCE WITH LEGISLATIVE DECREE 231/2001 AND THE ANNEXES TO THIS CONTRACT. ANY BREACH OF THE RULES PROVIDED BY THE AFOREMENTIONED DOCUMENTS SHALL CONSTITUTE A SERIOUS BREACH OF CONTRACT.