

1. **Contract Formation.** Buyer's order, communicated by any means, constitutes Buyer's acceptance of all Seller's terms and conditions of sale (this "Agreement"). Seller's acceptance, whether by acknowledgment or performance, is expressly made pursuant to this Agreement. In the event Seller's website, acknowledgment or quotation constitutes an offer, Buyer's acceptance is expressly governed by this Agreement, and Buyer's acceptance is manifest by order entry by whatever means used by Buyer. This Agreement takes precedence over and supersedes any conflicting, different, inconsistent or additional terms contained in any of Buyer's documentation or electronic transmissions, and any such conflicting, different, inconsistent or additional terms are hereby objected to and rejected by Seller.
2. **Shipments/Freight.** All shipments are FCA Seller's factory or warehouse unless otherwise agreed. Title and risk of loss will pass to Buyer at the FCA point. All freight and transportation charges, customs duties and insurance, if any, are at Buyer's expense. Carriers are responsible for goods lost or damaged in transit and Buyer/consignee must immediately notify carrier in writing of such loss or damage. Bulk packaging is standard unless otherwise noted. Seller will arrange transportation only as an agent of Buyer, and Buyer shall reimburse Seller for any cost, expense, loss, damage, charge, claim, action, proceeding, fine, penalty or other liability (whether or not arising from any act or default of Seller) in connection with such transportation. If Buyer is arranging delivery or pick up, Seller may charge Buyer a storage fee in the event that Buyer or its carrier fails to pick up any products on the specified pick-up date.
3. **Delivery.** Delivery lead times and shipment dates as specified by Seller are approximate and subject to change without notice, and time is not of the essence with respect to delivery dates. Seller may hold or delay delivery due to late payment on previous orders. Seller assumes no liability whatsoever for loss or damage arising out of the failure to deliver orders or portions thereof on dates stated. Delay in delivery will not give Buyer any right to cancel.
4. **Pricing.** Prices are subject to change without notice. Unless otherwise agreed in writing, prices quoted by Seller will be adjusted to Seller's prices in effect at the time of shipment. In the event that Seller's production costs increase due to changes in exchange rates or in cost of materials, wages, transportation, energy or manufacturing, or due to other costs, fees or taxes as a result of any government act or regulation, event of nature or other event beyond the reasonable control of Seller, Seller may pass through such costs to Buyer. The price is exclusive (unless otherwise expressly stated) of Value Added Tax, but inclusive (unless otherwise expressly stated) of customs duties and levies and delivery and transportation costs to Seller's premises. If Buyer subsequently submits any request that involves material alteration to the specification or method of manufacture of the Goods, Seller may amend the price to cover any additional cost arising from such alteration. Seller may charge carriage costs from Seller's premises to Buyer.
5. **Minimum Production Runs.** In the event that any goods related to Buyer's order are subject to Seller's minimum production run, Seller will notify Buyer of such and Buyer must purchase a quantity of goods at least equal to such minimum production run on a take-or-pay basis. Buyer must complete such obligation 12-months from the date that Seller receives Buyer's first order of such goods, and Seller will invoice Buyer for any quantity of such goods that Buyer has failed to purchase during such period. Buyer shall remit payment within 30 days of invoice date.
6. **Custom/Modified Products.** In the event that any goods ordered by Buyer are custom or modified products, such products will consist of unique components and raw materials purchased by Seller specifically for Buyer. Therefore, if Buyer makes any modification to the specifications or fails to purchase any such custom products from Seller for a period of 6 months or longer, Buyer shall purchase from Seller all remaining unique components, raw materials, work-in-progress and finished goods inventory. In any such event, Seller will invoice Buyer for the amount thereof, and Buyer shall remit payment within 30 days of invoice date. Seller will rework existing work-in-progress and finished goods at Buyer's expense.
7. **Payment.** Terms of payment are net cash with order except where credit is established, in which case terms are net 30 days from the invoice date unless otherwise agreed to. Seller may require full or partial payment or other security to secure performance of Buyer's obligations before commencing or continuing work and/or prior to shipment of finished goods. Late payment may be subject to a finance charge of 1.5% per month on past due account balances, payable within 10 days of receipt by Buyer of notice of finance charge. Buyer will be liable to Seller for all attorneys' fees incurred by Seller in connection with the collection of unpaid invoices. Buyer shall not be entitled to set off any sums payable hereunder against any claims which Buyer may have against Seller under this contract or otherwise howsoever. All payments to be made are in EURO unless otherwise specified.
8. **Cancellation of Orders.** Buyer cannot cancel or return orders without Seller's prior written authorization. Designated "Made-to-Order" items are non-cancellable and non-returnable. A +5%-0% quantity tolerance applies. In the event of unauthorized cancellation or return by Buyer, in whole or in part, Buyer shall pay Seller a cancellation charge to cover all losses, costs, expenses and/or damages incurred or suffered by Seller. Minimum cancellation charge is 10% of the order. For return authorization, contact Seller's customer service. Seller may terminate any order by providing written notice to Buyer: (a) if the Buyer enters into compulsory or voluntary liquidation or any arrangement for the benefit of its creditors, or has a receiver appointed of any part of its assets; (b) if Buyer ceases (or threatens to cease) to carry on all or a substantial part of its business; (c) if Buyer exceeds the credit limit provided by Seller on any order or in aggregate; (d) if Buyer fails to pay for any instalment when due or refuses to accept or take delivery of any instalment; (e) if Buyer fails to collect any goods from Seller's premises when required; or (f) upon Seller receiving notice of Buyer's actual or alleged infringement of any intellectual property rights. The termination of an order by Seller for any reason will not prejudice or affect any other rights or remedies of Seller and will not prejudice the rights and remedies of Seller in respect of any money owed or owing from Buyer to Seller.
9. **Warranty/Buyer's Remedies.** Seller warrants that the products manufactured and sold by Seller will be in accordance with Seller's published specifications and be free from defects in material and workmanship for a period of one (1) year from the date of delivery to Buyer if used under normal circumstances, and provided any defect(s) are not the result of: (i) installation method; (ii) customer or third party abuse or misuse; (iii) failure to adhere to Seller's instructions; or (iv) except as otherwise specifically stated in Seller's product literature, wear or deterioration due to environmental conditions. Buyer must give prompt written notice to Seller of the discovery of any alleged defect within such one (1) year period. The above are the sole and exclusive warranties of Seller: SELLER MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Minor deviations (including but not limited to deviations in colour, markings, measurements and weight) will not constitute variations from specification, description or sample. The sole and exclusive remedy of Buyer for any breach of warranty by Seller is that Seller will provide, upon confirmation of the defect, at no cost to Buyer, a replacement part for each defective part manufactured and sold by Seller to Buyer, or at Buyer's choice, Buyer will receive a credit toward a future purchase in an amount equal to the purchase price paid by Buyer for defective parts.
10. **Taxes.** Buyer is liable for all sales, use, excise or other taxes associated with Buyer's order(s). Buyer shall provide, if applicable, a valid and correct tax exemption certificate to the product destination location in order to establish that any transaction is subject to sales or use tax exemption.
11. **Quotations.** In the event Seller provides a quotation to Buyer, such quotation is expressly conditioned upon this Agreement and is valid for 30 days from the quote date. Any quotation or document designated as "preliminary" is provided to Buyer as a guideline only and is non-binding, including but not limited to with respect to pricing, delivery or quantities.
12. **Product Design/Specification Changes/Technical Data Sheets.** Seller may modify, revise and/or change product specifications and design dimensions at any time in Seller's discretion. In the event technical data sheets are provided to Buyer, information set forth therein is provided as a general guideline only, as conditions vary with each application and method of installation. Strength data given is for failure of the product or for sufficient deformation to make the product inoperable. No safety factor has been applied. Seller recommends that Buyer request a product sample for testing to determine the suitability of the product for Buyer's intended purpose and application under actual service conditions. Seller makes no warranties or guarantees with respect to technical data contained in technical data sheets, Seller's product handbook or product literature. Seller will not be liable in any event for errors or omissions in drawings or samples after they have been approved by Buyer and may rely on all information supplied by Buyer.
13. **Tooling.** Unless fully paid for by Buyer, all tooling, including dies, molds, patterns, jigs and fixtures are the exclusive property of Seller. Seller will charge Buyer set-up charges for any product that is not standard stocked. Seller shall charge Buyer additional charges for partial tooling incurred for modifications of standard product. Partial tooling consists solely of mold or tool inserts and does not include dies, fixtures, jigs or patterns. Seller does not guarantee or make any warranties, express or implied, with respect to tool life. Other than expenses of normal maintenance, replacement of tooling is at the sole cost and expense of Buyer. Buyer may incur additional tooling charges for any changes or modifications to product design requiring tooling modifications. In the event of order cancellation, Buyer shall pay all tooling charges incurred or committed by Seller. Buyer's use of any tool is subject to any intellectual property rights of Seller in the underlying product manufactured by such tool, and except as expressly granted by Seller in writing, no license (express or implied) in such product is granted to Buyer by virtue of its payment of tooling charges.
14. **Confidentiality.** Each party shall maintain in confidence and shall not disclose to any third parties, all information submitted prior to or after acceptance of this Agreement, whether in writing or discussed orally with the other with respect to the product design, its development and/or subject matter of this Agreement; provided, however, information in the public domain prior to any disclosure hereunder or which becomes part of the public domain through no fault of the recipient, information in the possession of either party prior to disclosure hereunder, information independently developed by either party and not the result of information disclosed pursuant to this Agreement, or information disclosed to either party by a third party having a lawful right to do so is excluded from the obligation of non-disclosure. No rights or license, by implication or otherwise, under any intellectual property rights, including but not limited to, patents, patent rights or trade secrets, is granted by either party to the other.
15. **Force Majeure.** Seller will not be liable for delays or failure to perform in the event of acts of God, labor disturbances, strikes, delay by carrier, material unavailability, fuel shortage, operation of law, civil unrest, war, act of government, judicial decree, judgment or order of court or administrative agency or other cause beyond the reasonable control of Seller.
16. **Limitation of Liability.** IN NO EVENT WILL SELLER BE LIABLE TO BUYER FOR CONSEQUENTIAL OR INDIRECT DAMAGES, OR ECONOMIC LOSSES, LOSS OF USE, LOST PROFITS, DOWN TIME OR DAMAGES DUE TO DELAY, WHETHER BY REASON OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO BUYER'S ORDER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER PURSUANT TO BUYER'S ORDER.
17. **Use/Misuse of Goods.** Buyer assumes all responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of goods, either alone or in combination with other products or components. Seller will not be liable for any damage or harm to individuals, property or otherwise caused by (i) the misuse of any goods by Buyer or any other party, (ii) the failure of Buyer or any other party to follow any warning labels included with the goods or materials accompanying the goods or (iii) the failure of Buyer to provide any other party with proper instructions or warning labels for the applicable goods.
18. **Indemnification for Made-to-Print Goods.** Buyer acknowledges that made-to-print goods are made by Seller based on a design provided by Buyer. Accordingly, Buyer agrees to indemnify and hold harmless Seller and its affiliated entities and each of their officers, directors, employees, agents, customers, successors and permitted assigns (collectively, "Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including but not limited to attorneys' fees or costs of enforcing any indemnification obligation of Buyer incurred by any Indemnified Parties based on actual or alleged infringement of any patent, trademark, copyright or similar right or misappropriation of trade secrets by Buyer in connection with Seller's use, modification or possession of any design provided by Buyer related to such goods.
19. **Intellectual Property Ownership.** Seller owns all intellectual property rights to any and all inventions, discoveries, improvements, derivative works, "works of original authorship", tooling, products and designs resulting from this Agreement.
20. **Software.** Notwithstanding any other provision herein to the contrary, Seller or applicable third party licensor to Seller shall retain all rights of ownership and title in its respective software. All software shall be furnished to, and used by, Buyer only after execution of Seller's (or the licensor's) applicable standard license agreement. Seller makes no warranty nor assumes any liability for third-party software and Buyer shall indemnify, defend and hold harmless Seller for any liability resulting from Buyer's use of third party software.
21. **Governing Law.** The validity, interpretation and performance of this Agreement will be governed and construed in accordance with the laws of the Republic of Italy in all respects (except for any conflict-of-law principles that might require the application of any other laws) and without reference to the laws of any other state or nation. The application of the UN Convention on Contracts for International Sale of Goods ("CISG") is hereby excluded. Both Seller and Buyer agree to the exclusive jurisdiction of the courts of the Republic of Italy.
22. **Miscellaneous.** This Agreement represents the entire agreement of the parties and supersedes any prior communications, whether verbal or written. No changes, revisions or amendments are valid or enforceable unless agreed in writing by both parties. Failure of Seller to insist on strict performance of any term or condition will not constitute a waiver. Any remedies of Seller set forth herein are cumulative and not exclusive and are in addition to any other remedies Seller may have at law. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Buyer may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Seller may assign any of its rights or delegate any of its obligations to any affiliated entity or to any entity acquiring all or substantially all of Seller's assets. Any purported assignment or delegation in violation of this paragraph is null and void. No assignment or delegation relieves the assigning or delegating party of any of its obligations under this Agreement. This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns. Nothing in this Agreement creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the parties.