

# SPECIAL PARTS GENERAL TERMS AND CONDITIONS OF SALES

## 1. General

- 1.1 These General terms and conditions apply to all sales relationships relating to the Products and Services as specified in the Definitions, unless otherwise stipulated and agreed on a different meaning in relation to each Contract of sale.
- 1.2 These terms and conditions shall also apply to all relations relating to the provision of Services as specified in the Definitions.
- 1.3 Any reference made in these terms and conditions to the terms of international trade, it is deemed to be made to the INCOTERMS in which the collection of the same predisposed by the International Chamber of Commerce, in the version in force at the date of Agreement signing.
- 1.4 These premises have to be considered as part of these terms and conditions of sale.

## 2. Definitions

- 2.1 Unless otherwise specified in each Contract, the following terms shall be understood in accordance with the meanings below specified.
- 2.2 Seller: indicates the company Special Parts Ltd (hereinafter also "SP"), a British company, headquartered in 125 John Wilson Business Park Whitstable Kent CT5 3QT UK
- 2.3 Product: indicates the components that SP will provide to the Purchaser as specified in the Sale Proposal or Purchase Order.
- 2.4 Service: indicates all the activities of assistance and advice performed by staff SP on-site and off-site such as, by way of indication and example only, supervision, engineering, reengineer, consulting on spare parts, refurbishment and any other consulting activities and assistance.
- 2.5 Buyer: indicates the person or entity that accepts the Sales Proposal SP or the Purchase Order which is accepted by SP for the sale of the Products.
- 2.6 Customer: is the natural or legal person whose Order for the provision of the Services is accepted by SP or who accepts the proposal of provision of Services from SP.
- 2.7 Sales Proposal: indicates the formal offer for the sale of Products, made by SP, to which are annexed these General Terms and Conditions of Contract, and that means being formally accepted by the Buyer for the purposes of the validity of the offer itself.
- 2.8 Purchase Order: indicates a request for the supply of Products made by the Purchaser, which shall take into account the present General Terms and Conditions of Contract and that will be submitted and must be formally accepted by SP for its validity.
- 2.9 Service Proposal: indicates the proposal of SP concerning the provision of Services; Order of Services indicates a request for the provision of Services addressed and forwarded to SP.
- 2.10 Contract: indicates the agreement between SP and the Buyer and/or the recipient of Services, which have been formalised, for the purpose of its validity, concerning the supply of Products and/or their purchase, and/or the provision of Services, regulated by these General Conditions.

## 3. General terms and conditions of Contract

- 3.1 All contracts of sale and supply of Products and all contracts for the provision of SP Services, are subject to these terms and conditions, unless the parties otherwise agree and provided in writing.
- 3.2 In the case of Sale Proposal or request for provision of Services, the contract will be considered perfected when, after the receipt of a proposal for the Sale or supply of Services, the Buyer or the Customer, sends an acceptance in writing within the time limit of the offer validity. It will be still right of the Seller and/or provider of Services, hold valid

the acceptances received after that period, by notifying to the Buyer / Customer in writing and transmitted by any means capable of providing proof of both sending and receiving (fax, e-mails).

- 3.3 In the event that negotiations may become necessary prior to signing the contract, the contents of the agreement will be transferred into a contract that the parties will sign and which will be subject to these terms and conditions.
- 3.4 In case of Purchase Order, the Contract is concluded when, after the receipt of a Purchase Order, the Seller sends an acceptance in writing (fax, email).

## 4. Products and Services Characteristics

- 4.1 Any information or data about the characteristics and/or specifications of the Products and Services, which are contained in brochures, price lists, catalogs and similar documents, will be binding only to the extent that such data has been expressly specified in the Contract and in any way perfected according to the requirements of Article 3.3.
- 4.2 The Seller reserves the right to make changes to Products which, without altering the details of the Products, appear to be necessary or appropriate.
- 4.3 The Products are made based on the information provided by the Buyer, who has the burden to specify the detail and accuracy of the information that can identify and/or put into production a Product that meets the requirements of the Buyer. SP grants the interchangeability of its provided Products based on the information provided by the Buyer. The Buyer shall specify all changes, modifications and interventions made on the machines and the equipment in respect of which the Products shall be applied and/or assemble. Such information shall be explicitly and in detail specified to SP, necessarily prior to, or simultaneously with the request of quotation for the Products and/or Services, and in any case from the first contact taken with the Seller, this in order to ensure interchangeability of the product.
- 4.4 Both the Sales Proposal and the Purchase Order, shall be prepared on the basis of information provided by the Buyer and the documents annexed, or thereto reported. Such information, as specified in the Sales Proposal and/or the Purchase Order and/or documents annexed thereto, will be considered integral part of the Contract.
- 4.5 SP, even following the completion of the Contract, in case of detection of incomplete, incorrect, or partially wrong Products Part Numbers, has the right to request additional information to the Buyer and/or Customer. The Buyer and/or the Customer will be required to provide additional information required and/or to provide SP sample parts and/or drawings and any technical specification. SP is in no way responsible for any supply of products and/or the provision of services that should not be interchangeable and/or appropriate to the needs of the client due to defect or inaccuracy of the information.
- 4.6 The packaging, tagging and the eventual marking, are made in accordance with the Seller's standard.
- 4.7 In case of customised packaging or tagging, it is the Buyer burden to specify it in the Purchase Order.
- 4.8 In case of request referred to paragraph 4.7, the Seller may require an additional charge that will be specified in the Order Confirmation.
- 4.9 All Products and Services are certified according to the Seller standards. At the shipment of the goods, a certificate of conformity will be issued. The documents and all the quality certificates relating to the Products produced and edited during the production process, are recorded and kept in SP offices for a period of 10 years and can be viewed at the headquarters, at the request of the Buyer/Customer.

- 4.10 SP will submit to the Buyer/Customer, which formally requests it, the quality certifications referred to the preceding paragraph in a way that they will not reveal any information that SP, at its sole discretion, deems confidential and not to be disclosed to the Buyer/Customer or other third party.
- 4.11 Each specific and different request must be previously agreed in the prior phase the sending the Order and has to be duly analysed and eventually accepted by the Seller.
- 4.12 In particular, in the case of request of quality certificates to be drawn up according to specific requirements, and specific content requested by the Buyer/Customer, he shall make a specific request when sending the purchase order and/or request for services, or in case of receiving the offer from Seller. The Buyer/Customer must indicate, specify, and require the content of the quality certificates then agreed during negotiations aimed at the signing of the contract. SP, in the case of these specific requirements, will provide the details of the additional costs that will be specified in the contract, prepared and/or perfected in accordance with Article 3 of these conditions.
- 4.13 Upon specific request of the Buyer/Customer to be specified in the Purchase Order, acceptance of the offer, or during negotiations aimed at the signing of the contract, SP will prepare a book of quality documents containing the documentation and information requested by the Buyer/Customer, with the exclusion of any information and/or information and in general of any data that SP, at its sole discretion, deems to have a confidential nature. For the preparation of the book requested by Buyer/Customer, SP will expose additional costs that will be specified in the contract, prepared and/or executed in accordance with Article 3 of these conditions.
- 4.14 The Buyer, when issuing the Purchase Order, "assumes" the responsibility that the products do not contrast and do not violate any rights of industrial or intellectual property of third parties. Even in the absence of such claims and warranties, Buyer shall always be responsible and shall indemnify SP for any expense, cost or expense of any nature and kind incurred as a result of actions for the protection of rights of industrial and intellectual initiated by third parties and caused by the characteristics required in the Purchase Order.
- 4.15 All Products and services, produced and provided by SP through its know-how, its scientific and technical expertise gained in its research, and applied in the production and execution of contracts of sale of services, can in no way be the subject of contracts with exclusivity. All products are made with the application of SP intellectual property and industrial rights, and can be freely traded without restriction for SP, unless specific agreements of commercial distribution.
- 4.16 The subject of the contract is restricted to what is explicitly stated in the Sales Proposal and/or Order Confirmation. All the services that are not explicitly listed in these documents, shall be deemed not part of the obligations of the contract and nothing more than that specified in the Sales Proposal and/or Order Confirmation, can be claimed to SP.

## 5. Drawings, documents and intellectual property

- 5.1 All drawings, sketches, studies of engineering product, know-how, patents, photographic representations, logos, markings and all media (movies) are exclusive property of SP and their use is prohibited without the written express permission.
- 5.2 SP reserves the right to pursue any unauthorised and misuse in any place or state in which such use takes place in accordance with the rules of the concerned State and without prejudice to any right to act in any jurisdiction for claiming damages compensation.
- 5.3 The provisions referred to this Chapter, relating to Drawings and Descriptive documents and intellectual property, do not constitute the primary object of this agreement but are an aspect necessarily linked to the sale of goods and services which the Parties, by signing of this Agreement, intend to adjust as follows.

- 5.4 Where the negotiation and/or the execution of this contract would bring the Buyer/Purchaser aware of any data concerning the industrial and intellectual property (patented or not) of SP, in no way it can be considered transferred any sort of ownership or use of those rights. Any right of use must be explicitly granted based on a specific written agreement, which will have to be entered into between the parties. In fact, the Purchaser may acquire important confidential information, owned by the Seller, relating to: both its know-how, as a peculiar experience in the global supply of services and all minor and/or commercial mechanical parts, used for maintenance and assembly, the result of his own experience and exclusive economic-business sector and anything even closely related to the methods of work organisation and production; its patents, such as, by way of example, the method standardised uniform that uses the name, brand, photographic representations, logos, as well as documents, drawings, markings, media (movies), and all the "intellectual properties", "patents", that are necessary for the purposes of this Agreement, all of the exclusive property of the Seller.
- 5.5 Any drawing or technical document, even when it does not allow the manufacture to what is object of the supply or parts thereof, which has been made available to the Buyer, before or after the conclusion of the Agreement, is, and remains, of the exclusive property of the Seller.
- 5.6 The drawings, images and the documents, for whatever reason made available to the Buyer, shall not be used, copied, transmitted, or communicated in any way to third parties without the prior consent of the Seller, expressed formally and in writing.
- 5.7 Where, in the Purchase Order, the customer require modifications, or specifications, to the Products of the Seller, such that the product of the Seller as modified or specified will prejudicing the industrial or intellectual rights of others, the Buyer will be responsible of the violation of rights underlying and, in any case, shall indemnify the Seller for all damages, costs and expenses incurred by reason of his unfair business.

## 6. Delivery terms

- 6.1 The delivery times indicated in the Sales Proposal with "STD" (Standard) should be understood as indicative times. The exact timing of fulfilment will be communicated only after an analysis of the product required, after the expressed interest of the Buyer at the perfection of the Contract and the communication will be made in Sales Proposal.
- 6.2 In any case, SP will not in any way responsible for the title or cause, even if the delivery will be carried out with a delay within the limits of 10% compared to the scheduled time and communicated in the order confirmation, or at the time, at the act, or the completion of the contract, unless otherwise agreed. Delivery is considered timely from SP, with delivery term Ex Works "loaded on the departing vehicle" performed within the period referred to in the previous period to the date of delivery specified in Sales Proposal and/or confirmation of order and/or any another document devised in the completion of the contract.
- 6.3 If the Seller foresees to be unable to deliver the Products on the agreed delivery date, he must promptly inform the Buyer in writing and shall, where possible, inform about the new expected delivery date.
- 6.4 The Seller shall in no case be responsible for delays caused by defects, and/or missing information, imputable to the Buyer.
- 6.5 Even in the case of provision of Services and, from SP will not in any way responsible for delays and/or interruptions in the performance of the service due to the lack or inaccuracy of information by the Buyer/Purchaser.
- 6.6 In the event of a request to stop the execution of the supply of products, or the provision of Services, by the Buyer/Purchaser, or for not having met the agreed payment terms, SP will have the right to terminate the Contract and take action for compensation for damages including

damage and loss of profits; stop the execution of the contract and demand, in addition to the payment of supplies and rendered Services, the reimbursement of all expenses incurred up to that time, material and immaterial, for the execution of the Contract. In case of interruption of the execution of the supply, SP, as well as the above, shall be entitled to claim a penalty equal to 30% of the total value of the contract. It is not considered attributable to the Seller any delay caused by force majeure (as defined in paragraph 12) or by acts or omissions of the Buyer (for example, lack of information necessary for the supply of Products).

- 6.7 In case of delay in delivery, imputable to the Seller, he will respond in any case just to the value that will be agreed, and specified, in each contract in any way perfected. Unless otherwise agreed, the maximum amount attributable may not exceed 5% of the price of the Products delivered late and nothing more can be claimed for any reason, or due to the Buyer.
- 6.8 In case of delivery after the deadline required by the Buyer, lower than standard times indicated in the offer, terms not duly accepted by the Seller with the Order Confirmation (of the Buyer), Seller cannot be held responsible in any way.
- 6.9 Except in the case of wilful misconduct, or gross negligence of the Seller, the payment of the amounts indicated in paragraph 6.7 and 6.8 excludes any further damage claims for failure or delay in delivery of products.

## 7. Shipping, Returns and Claims

- 7.1 Unless otherwise agreed, the supply of goods means Ex Works "loaded on the departing vehicle" and even where it is agreed, that the shipment, or part of it, has to be at Seller care.
- 7.2 In Anyway, whatever the delivery term agreed by the parties, the risk shall pass to the Buyer at the latest with the delivery to the first carrier.
- 7.3 Any complaints relating to packing, quantity, number or exterior characteristics of the Products (apparent defects), must be notified to the Seller by registered mail, or other equivalent means, under penalty of forfeiture, within 8 days of proven receipt of products. Any complaints relating to defects not detectable by a careful inspection upon receipt (hidden defects) must be notified to the Seller by registered mail, or other equivalent means, under penalty of forfeiture, within 8 days from the date of discovery of the defect, and in any case no later than twelve months from delivery.
- 7.4 It is understood that any complaints, or objections, do not entitle the Buyer to suspend or delay payment of the Products in dispute or, even less, of other supplies.

## 8. Prices and delivery methods

- 8.1 Unless otherwise agreed, prices are quoted in GBP and only payments in GBP will be deemed valid fulfilment of the obligations of the Buyer/Purchaser. SP anyway reserves the right to accept the agreed payment terms in a different currency by giving prior notice to the Buyer/Purchaser. In the absence of such prior notification, payment must be made in GBP.
- 8.2 Unless otherwise agreed, the products will be delivered packaged and labeled according to the standards of the Seller, without marking and identification of the component, where required, according to the standard SP; prices may vary according to the means and modes of transport required and/or used by the Buyer, in all cases where such means and those modes of transport impose additional burdens for the best preservation/transport of Products.
- 8.3 Unless otherwise agreed, the delivery of the Products is performed by means Ex Works "loaded on the departing vehicle". SP will be entitled to indicate at all times different places for the provision of Products,

without implying any burden at its expense; all transportation costs and all operations involved, also in relation to the export of Products, will be borne by the Buyer that will provide all the necessary documentation to the Seller for the purpose of any tax compliance and customs.

- 8.4 Prices and delivery times are valid for the amount shown and within the terms of validity of the offer. Any changes could affect the feasibility of the supply, for that reason, the Buyer must contact promptly SP, and without any delay, informing about quantities change. Upon receipt of such communication, SP will have the right, in its sole discretion to:
- Accept the change of the Purchase Order by communicating any variation of the delivery time, which will have to be accepted by the Purchaser;
  - Accept the change of the Purchase Order communicating any changes in the prices of the products, which will have to be accepted by the Purchaser;
  - Do not accept the change and thus cancel the order with the right to get the full refund of all costs incurred up to that point, if incurred, unless otherwise agreed between the parties.
  - In any case, the Seller shall have the right to evaluate orders of less than £500.00 (GBP five hundred/00).

## 9. Payment terms

- 9.1 Unless otherwise agreed, payment shall be made as specified in the offer and/or order confirmation.
- 9.2 Where the parties have agreed on advance payment, without further instructions, it is assumed that the advance payment refers to the full price. Unless otherwise agreed, the advance payment will be credited to the account of the Seller in accordance with the deadlines set out in the Agreement. Payment will be considered made when evidence of crediting the amount in the bank account specified by the Seller.
- 9.3 Where the parties have agreed on payment by letter of credit, the Buyer must, unless otherwise agreed, ensure an irrevocable letter of credit payable on first demand, confirmed by a leading British bank, issued in accordance with the uniform customs and practice for documentary credits of the international chamber of commerce (Publication no. 500), notified to the Seller at least 45 days before the agreed date of delivery. Unless otherwise agreed, the letter of credit shall be confirmed by an GBP bank accepted by the Seller and be payable on demand.
- 9.4 Unless otherwise agreed, any banking fees or commissions due in respect to the payment will be borne by the Buyer.
- 9.5 In case of delay of payment than the agreed date, the Buyer shall pay to Seller an interest at a rate equal to the discount rate in force in the country of the Seller, plus three percentage points, from the time when the payment should have been done.
- 9.6 In the event that, once the agreed period for payment has been expired, the Buyer/Purchaser fails to pay in full the debt to SP within 15 days, SP will have the right to terminate the contract without prejudice to any right to proceed for compensation of damages. If the material has already been delivered, SP will have the right to demand immediate payment of the entire amount of the contract as well as the penalty equal to 2% of the contract value for each week of further delay.

## 10. Warranty

- 10.1 The warranty is specified in each contract but in any case it would be limited to a maximum period of 18 months from the date of delivery or 12 months from date of installation by the buyer, whichever comes first.
- 10.2 The warranty referred to in the previous paragraph 10.1, does not apply in any case with respect to perishable materials subject to their own specific expiration.

- 10.3 The Seller undertakes to remedy to any defect, lack of quality or lack of conformity of products on his part, occurring within twelve months from the delivery of the Products, if the same is notified promptly in accordance with paragraph 7.3. The Seller may choose to repair or replace the defective Product. Products repaired or replaced under warranty will be covered by the same warranty from delivery of the goods replaced or repaired according to the procedures expressed in paragraph 10.2.
- 10.4 SP guarantees the absence of defects of its products only within the terms provided in paragraph 10.1. SP in no event will be liable for damages except to the extent corresponding to the value of the component supplied, and will not in any way be responsible for any subsequent different damage caused to the Buyer also from any interruption or failure of the production processes.
- 10.5 SP will not be in any way responsible for any malfunction or interruption of the plant operation, in which the products will be assembled, whatever the cause of such failure or dysfunction. And in any case the responsibility of SP will never exceed the agreed value, as price of the supply of Product and Service.
- 10.6 Seller does not warrant that the Products are conform to particular specifications, or technical characteristics or their suitability for particular uses, except to the extent that such characteristics have been expressly agreed in the Contract or in documents referred to it.
- 10.7 In particular, no warranty will be offered by the Seller in the event that the Products delivered present any change, or undergo to assembly procedures carried out by the Purchaser or third parties, such as to transform the product into its own external features and in its functional characteristics.
- 10.8 Except in the case of wilful misconduct or gross negligence, in case of defects, lack of quality or lack of conformity of Products, the Seller shall solely proceed with the repair of the same or the supply of Products to replace the defective ones. And it's understood that the above warranty (consisting in the obligation to repair or replace the Product) is in lieu of any warranty or liability provided by law, and excludes any other liability of the Seller (whether in contract, or extra contractual) which may arise from the supplied Products (e.g. damages, lost profits, recall campaigns, etc.).

## 11. Retention of title

- 11.1 It is agreed that the Products delivered, remain of property of the Seller until the full payment is received on Seller's account.

## 12. Force Majeure

- 12.1 Either party may suspend the execution of its contractual obligations when such performance becomes impossible or unduly burdensome because of unforeseeable events beyond his control as such strikes, boycotts, lockouts, fire, war (declared or not), civil war, riots, revolutions, requisitions, embargo, acts of public authority such as revocation of licenses, permits or authorisation for export, power losses, delays in delivery of components or raw materials.
- 12.2 The party that wishes to make use of this clause must promptly communicate in writing to the other party the occurrence and cessation of force majeure circumstances.
- 12.3 Should the suspension due to force majeure lasts more than six weeks, either party shall have the right to terminate this Agreement, subject to a notice period of 10 days, to be communicated to the other party in writing.
- 12.4 In particular, where the cause of force majeure resulting from the embargo placed by each community, national or international law, the Order shall be deemed terminated ex tunc.
- 12.5 If the Purchaser is American, is expressly required to comply with the US guarantee of conduct on export control.

## 13. Confidentiality clause

- 13.1 Each Party undertakes not to disclose to third parties any information, data or information relevant to the execution of the Agreement, and in particular those related to intellectual property and industrial rights.
- 13.2 The Buyer/Purchaser, including its employees, will be required, in case of visits to SP and/or to its suppliers/partners, to take all preventive measures to ensure the confidentiality of sensitive data referred to in paragraph 1 of this Article.
- 13.3 When visiting SP premises, workshops and/or its suppliers/partners, the Buyer/Purchaser, including its employees, will be required to sign the confidentiality and non-disclosure agreement.
- 13.4 Parties undertake not to leave to third parties that receive the documents on the basis of this writing, and in any case not to divulge it.
- 13.5 The Parties undertake to maintain under a regime of confidentiality any information, data, results or document relating to the activities governed by these General Conditions of Contract.
- 13.6 The term "confidential information" means: any information relating to any document disclosed or delivered by the Seller to the Buyer/Purchaser for the execution of the Contract.

## 14. Import and Export of Products

- 14.1 The Buyer and/or the Customer, agree to comply with all the national and international regulations on restrictions and export control, stating always the final destination of the goods, Products and Services.
- 14.2 The Buyer and/or the Customer shall be liable for any damages to SP, expense or prejudice to any nature or cause that derived from 'the export of products and/or services to the state or territory in violation of national or international regulations.
- 14.3 The Buyer and/or the Customer shall refrain from carrying out any transfer activity of the products in any manner be subject to state and territory or with respect to whom there are, or will continue to exist at the time the contract is concluded, the embargo or more generally, export restrictions, taking SP harmless from any prejudice, expense, and/or damage this would suffer as a result of a breach of the obligations in this paragraph.
- 14.4 Each contract will be subject to rescission bound to the release of export permits or other similar permits, forced or authoritative, by any competent authority. In case of failure to obtain such documents, the contract will be considered as never came into force, and will not carry any effect between the parties.

## 15. Applicable Law

- 15.1 Unless otherwise agreed by the parties, all contracts for the supply of Products and/or Services and performance, shall be governed and regulated by the UK law.

## 16. Arbitration Clause

- 16.1 The present contract is governed by the laws of UK.
- 16.2 Any dispute, controversy or claim arising out of, or in relation to, this contract, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the UK Rules of International Arbitration of the UK Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules.
- 16.3 The number of arbitrators shall be "one";
- 16.4 The seat of the arbitration shall be London (UK);
- 16.5 The arbitral proceedings shall be conducted in English.
- 16.6 The substantive law of UK shall be applicable excluding the rules of the Vienna Convention on the International Sale of Goods of 1980.





## 17. Final Clause

17.1 In the event that a Clause and/or a condition in this writing should be determined to be invalid for any reason, such invalidity shall not affect the validity and operation of other Terms and Conditions, and just the Clause and Condition deemed invalid, shall be deemed canceled from this writing.