



FABO S.p.A.

GENERAL TERMS AND CONDITIONS OF SALE

Clause 1 Scope

The following Terms and Conditions of Sale shall govern all supply relationships between FABO S.p.A. (hereinafter also referred to as the Seller or Producer) and the Purchaser (hereinafter also referred to as the Client or Buyer). All sales are subject to the following General Conditions of sale, which shall prevail over any other conditions and/or trade practice. Even in case of concessions agreed in writing between the Seller and the Buyer, the following conditions shall continue to apply for any terms not expressly waived. Any general purchase conditions drawn up by the Buyer shall not apply to the business relationships between the parties unless expressly accepted in writing by FABO S.p.A. and, in any case, any such conditions shall comply with the following General Conditions and shall not invalidate their effectiveness.

Clause 2 Contract formation

The Purchaser's acceptance of an offer shall automatically entail acceptance of the Conditions of Sale, as shall FABO SpA's order confirmation, however it is communicated.

Offers made by agents and/or representatives on FABO S.p.A.'s behalf shall not be binding unless otherwise agreed to in writing by FABO S.p.A.

FABO S.p.A.'s sales offer shall be valid for 30 days from the date of issue and shall only apply to the supplies quoted in the offer. Upon expiry of such period the sales offer shall no longer be valid.

Clause 3 Data regarding supplies

Technical data regarding products supplied and illustrated in catalogues, price lists, circulars or other illustrative documents drawn up by FABO SpA, as well as sample specifications, are merely indicative and are not binding, unless indicated in the offer of sale or in the order confirmation.

FABO S.p.A. reserves the right to modify product details and specifications at any time in order to improve performance.

Clause 4 Prices and Payments

Product prices refer to the price list in force at the time of Sales offer or order confirmation by FABO S.p.A.

FABO S.p.A. reserves the right to modify the current price list, in the event of increased cost of raw materials, labour or any other factor that may result in a significant increase of production costs, subject to prior written notice to the Purchaser.

It is agreed that all product prices shall be Free Carrier, except otherwise agreed in writing between the parties.

Payments must be made in accordance with relevant instructions given in the offer of sale or in the order confirmation.

Payments and any other amounts of any kind due to FABO S.p.A. shall be made payable to the latter. Any payments made to FABO S.p.A.'s agents, representatives or sales assistants shall be deemed unpaid, and shall therefore not release the buyer from its obligation, until FABO S.p.A. has received payment. Unless otherwise agreed, payments will be made in Euros. Prices expressed in other currencies may vary in accordance with exchange rate fluctuations.

Any delay or irregularity in payment shall grant FABO S.p.A. the right to:

- a) suspend deliveries, even if unrelated to the payment in question;
- b) vary the terms of payment and discount for future supplies, request advance payment or additional collateral;
- c) demand interest on overdue payments, with effect from the due date for payment and without need for notice. In such case, the default interest rate shall be the one provided for by legal regulations currently in force for commercial transactions (especially Legislative Decree 231/2002, as amended), subject in any case to FABO's right to claim compensation for additional damages incurred.

In such cases, any outstanding amounts due to FABO S.p.A. shall become immediately payable. The Purchaser shall be required to make payments for products even in the event of exceptions, disputes or controversies that shall only be defined after payment has been made.

The buyer waives the right to offset any debts with claims against FABO S.p.A.

Clause 5 Retention of Title

The products delivered shall remain the property of FABO S.p.A. until full payment has been made.

Clause 6 Terms of delivery and tolerances

The terms of delivery stated in the offer and/or order confirmation are indicative in nature and not binding. In no case can FABO S.p.A. be held liable and required to pay compensation for any delay in product delivery with respect to the deadlines set out in the offer and/or order confirmation.

Similarly excluded is FABO S.p.A.'s liability for any damage resulting from anticipated or delayed delivery, whether in whole or a part thereof.

Unless otherwise agreed, product supply shall be understood as being subject to Free Carrier terms and, therefore, the risks associated with the supply are handed over to the Buyer from the moment the goods are delivered to the carrier. If the Purchaser has not regularly made payments related to other supplies, the time of delivery shall be suspended and FABO S.p.A. may delay delivery until the Buyer has paid the outstanding amounts.

For quantities delivered, the Buyer acknowledges tolerance values. Unless otherwise agreed in writing, FABO S.p.A. reserves the right to deliver the offers and orders with a 10% tolerance on quantities compared to the offer or order confirmation.

If, for reasons not attributable to FABO S.p.A., the Purchaser or designated carrier fails to collect merchandise, FABO S.p.A., upon notice to Buyer, may stock them at the buyer's expense.

Clause 7 Delays

FABO S.p.A. will not be responsible for failing to comply with its contractual deadlines to the extent that such breach arises, directly or indirectly, from:

- a) reasons beyond FABO's control / force majeure;
- b) Buyer's actions (or lack thereof) including failure to forward information and approvals needed to perform work and product provision;
- c) Buyer fails to comply with payment terms;
- d) inability to obtain materials, components or services needed to carry out work and supply products.

In the event that any of the above occur, FABO S.p.A. shall notify the Purchaser and provide a new estimated date of delivery.

In case of delays caused by the Buyer or Buyer's contractors or suppliers, FABO S.p.A. may adjust the price accordingly.

Clause 8 Technical standards and responsibilities

FABO S.p.A. products are compliant with legislation and technical regulations in force in Italy. The Buyer shall therefore assume responsibility for verifying any existing differences between Italian regulations and those in force in the country of product destination, holding FABO S.p.A. indemnified.

FABO S.p.A.'s guarantees on product performance is limited to uses, destinations, applications, tolerances expressly stated by FABO S.p.A.

Clause 9 Patents

FABO S.p.A. assumes no responsibility for any infringement of third party industrial property rights. The Purchaser shall be solely responsible for infringements on products manufactured in accordance with projects, design, instructions and/or technical specifications provided by the Purchaser.

The Buyer agrees and undertakes to indemnify and hold harmless FABO S.p.A. from any and all liability arising from any legitimate claims by third parties relating to possible counterfeiting or infringement of industrial property rights on all products manufactured to design, drawing, instructions and/or technical specifications provided by the Buyer. In the event of claims by third parties, the Buyer shall promptly notify FABO S.p.A. and provide assistance and any information that may be useful for disputing such claims.

Clause 10 Warranty for defects and returns

FABO S.p.A. warrants that the products supplied correspond to quality and description as set out in the contract and that they are free of defects that could render them unfit for the specified use. The warranty is limited to product conformity and specifications in force at the time of shipment.

FABO S.p.A. declines all responsibility for goods that are not transported or stored in accordance with standards or for any damages arising from improper use and/or different from the one indicated on the Product Data Sheet also available on www.fabotape.com.

In any case, the warranty is limited to replacement of products acknowledged as being faulty by FABO S.p.A., to the exclusion of any and all other claims by the Purchaser.

The warranty for construction defects is limited to product faults that are due to defects of the material used or design and construction problems attributable to FABO S.p.A.

The warranty does not cover wear and tear. The product warranty is subject to full payment for products.

Unless otherwise agreed, the warranty is valid for 12 months from the date of delivery. The above warranty is valid provided all products were correctly stored, preserved and used in accordance with the instructions contained in the General Catalogue and in the data sheets provided by FABO S.p.A., and provided no changes or alterations have been made, and that defects found were not caused by chemical or electrical agents.

The Purchaser shall verify product conformity and absence of visible defects no later than eight days from the date of product delivery and, in any case, before usage.

The Purchaser must report any faults or apparent defects in writing no later than 8 days after product delivery. Any hidden defects (ie only detectable following use of the product) must be made within 8 days after detection and, in any case, within the warranty period.

Claims must be made in writing to FABO S.p.A. with details of defects or non-compliance. All complaints must be detailed in writing and addressed to FABO S.p.A. at the following email address: helpdesk@fabotape.com.

The Buyer shall forfeit the warranty if they do not allow FABO S.p.A. to carry out reasonable checks or if they fail to return faulty products within 10 days from requested date.

Following the Buyer's complaint, FABO S.p.A., at their sole discretion, may:

- a) replace faulty products with other products with the same specifications;
- b) supply the Buyer with products with the same specifications as the faulty products;
- c) issue a refund or credit note in favour of the Buyer for an amount equal to the faulty products' value as stated on the invoice.

In such cases FABO S.p.A. may demand that faulty product be returned. All products will be the property of FABO S.p.A..

In the event that defects found on the products cannot be attributed to FABO S.p.A., product replacement costs will be charged and invoiced to the Buyer.

The warranty referred to herein, shall prevail over warranties for defects and conformity and excludes any other possible liability of FABO S.p.A.; the Buyer waives the right to other claims for damages and in no event may FABO S.p.A. be held liable for indirect or consequential damages of any kind.

FABO S.p.A. does not accept returns unless previously authorised in writing by customer service (helpdesk@fabotape.com).

Clause 11 Compensation

FABO S.p.A.'s liability, whether arising from the execution or breach of contract, warranty or strict liability, cannot in any case exceed the value of the product concerned.

Under no circumstances can FABO S.p.A. be held liable for loss of earnings or losses, or non-usage of assets or machinery, for Buyer or third party claims related to such damage or any such other indirect or consequential damage.

Clause 12 – Non-disclosure

The Buyer agrees to (i) treat information / data / drawings / know-how / documentation received from FABO S.p.A. as confidential, (ii) limit the use of such information / confidential documents for purposes related to contract execution. Information / confidential documentation may not be reproduced without the prior written consent of FABO S.p.A., and all copies thereof shall be immediately returned at the request of FABO S.p.A.

The above provisions do not apply to information that: (i) is in the public domain or has become public (not due to disclosure from Purchaser, its employees or associates) (ii) information in the Purchaser's knowledge prior to dealing with FABO S.p.A. (iii) information disclosed by sources that are not subject to the restrictions herein (iv) information disclosed to third parties following express written authorisation from FABO S.p.A..

Clause 13 Contract Assignment and/or credit

The Buyer's assignment of rights or obligations contained herein, without the prior written consent of FABO S.p.A., shall be considered null and void. FABO S.p.A. reserves the right to assign claims arising from the contract to third parties at any time, subject to prior written notification sent to the Purchaser.

The total or partial invalidity of one or more clauses contained herein shall have no effect on the validity of the remaining provisions. It is understood that any tolerance for violations of these Terms and Conditions shall in no way be construed as a waiver to exercise the rights and/or faculties related to them.

Clause 14 Applicable law and jurisdiction

The Terms and Conditions herein and related contracts shall be governed by Italian law.

For all disputes relating to or in any case connected to the contracts covered by these Terms and Conditions, the Court of Pistoia shall exercise exclusive jurisdiction.

Art 15 Disclosure pursuant to Article 13 of Italian Legislative Decree 196/2003.

FABO S.p.A., the data controller, hereby agrees to process the Buyer's data for the following purposes: to meet business objectives, promotional and marketing activities, sending price lists and information on new products. The data shall be treated in compliance with the provisions of Legislative Decree 196/2003 and may be disclosed to third parties for economic purposes only. Data collection is mandatory, pursuant to fiscal and legal obligations. Interested parties may exercise their rights as recognised by art.7 of Legislative Decree 196/2003 and may contact FABO S.p.A. as the data controller.

Larciano, 13 April 2016