



GENERAL TERMS AND CONDITIONS OF SALE

Art. 1 - Contractual regulations

1.1. These General Conditions of Sale (hereinafter referred to as "GCS") of Millennium Valves Italy S.r.l. (hereinafter, for brevity, McV) can also be downloaded from the following website: <http://www.mcv-vg.com>, except for any exceptions specifically agreed in writing, they govern all current and future sales contracts between the parties.

1.2. Eventual general conditions of the buyer will not apply to relations between the parties unless expressly accepted in writing; in this case, however, unless otherwise agreed in writing, they will not exclude the effectiveness of these GCS with which they must be coordinated.

1.3. All sales contracts between the parties as well as these GCS will be governed by Italian law and, in the case of international sales, by the Vienna Convention of 1980 of the international sale of goods.

1.4. Any uses and/or practices established between the parties are not binding on McV.

1.5. Adherence to these GCS, as well as all subsequent contracts and conduct of the parties and regulated by them, unless otherwise expressly agreed in writing, do not imply the conferral to the buyer of any exclusive right, nor the establishment of concession, commission or mandate relationships, with or without representation, as they do not confer on the buyer the right to use the trademarks or other distinctive signs of McV in any form.

Art. 2 - Training and object of the contract

2.1. The sending by McV of these GCS does not imply in itself acceptance by McV of any requests, in the context of ongoing negotiations; however, they shall replace and annul those previously proposed by one of the parties.

2.2. The sending by McV of advertising material (catalogues, leaflets, price lists or other descriptive material of the products) not expressly bearing the word "offer" or other equivalent, does not constitute a sales proposal and does not bind McV. The terms "without obligation", "subject to availability", "unless sold" or other similar terms affixed by McV to an offer, do not bind McV to the terms of the offer even in case of acceptance of the offer by the buyer - unless subsequent written confirmation or execution by McV.

2.3. The order by the buyer constitutes a firm and irrevocable contract proposal.

2.4. The inv of an order and the taking delivery of the goods by the buyer entail the contextual, full recognition, knowledge and acceptance of these GCS.

2.5. McV reserves the right to issue a specific order confirmation in writing or within 10 days of acknowledging the proposal sent by the buyer.

2.6. Any complaint concerning the order confirmation issued by McV must be communicated within 3 days of receipt. After this deadline, the order confirmation will be considered accepted.

2.7. Except as provided in the previous articles, McV only accepts orders duly signed by the buyer and issued in the following ways: (a) in the form of a contract, or (b) on the buyer's letterhead, or (c) on the buyer's headed fax or (d) confirmed by the buyer with stamp and signature on its official offer or (e) by e-mail. Any telephone orders will be accepted at McV's discretion and will not be binding on McV unless confirmed in writing.

2.8. An order by the buyer that does not comply with a previous offer by McV is considered rejected unless expressly confirmed in writing by McV.

2.9. McV is not bound, unless expressly confirmed, by the statements of its agents, brokers, distributors and other commercial auxiliaries.

2.10. The acceptance without express reservation by the buyer of products that do not conform in type or quantity or sent under conditions other than those contained in the buyer's request and/or in McV's offer, implies acceptance by the buyer of the supply and the conditions proposed by McV. The aforementioned reservations - even if formulated in the form of clarifications or corrections to the conditions of supply - will not be effective unless they are formulated by the buyer in writing, immediately after receipt of the goods.

2.11. McV is free to modify and update its GCS at any time, including its price lists and offers. In the case of a written offer, the conditions indicated therein will be kept valid towards the buyer for the period indicated therein.

2.12. Printing, writing and calculation errors in the offers, order confirmations or invoices of McV, where recognizable with ordinary diligence, do not bind McV who reserves the right to count any differences at a later time.



Art. 3 – Technical data and documents, samples

3.1. The technical data, dimensions, characteristics, capacities, colours, weights, prices and other data relating to the products appearing on the website and/or contained in McV's technical and advertising documentation (e.g. catalogues, prospectuses, circulars, price lists, drawings, technical data sheets, illustrations), as well as cars certificates of samples and models sent by McV to the buyer, are merely indicative. These data are not binding except to the extent that they have been expressly mentioned as such in the offer and/or in the written acceptance of McV. Any statements or advertisements of third parties do not bind McV in any way.

3.2. Any drawing or technical document that allows the manufacture of the products sold, or parts thereof, returned to the buyer remains the exclusive property of McV and may not be copied, reproduced, transmitted to third parties without the prior written consent of McV. McV also remains the exclusive owner of any intellectual or industrial property right relating to the products.

3.3. McV reserves - at its sole discretion and without the need for any notice - the right to make the changes deemed most appropriate to the modeling that do not negatively affect the quality of the product itself.

Art. 4 - Producer liability

4.1. The products are manufactured in compliance with the UNI EN ISO 9001: 2008 standard; any specific requirement must be previously agreed in writing between the parties and the buyer assumes the entire risk of a possible discrepancy between the Italian standards and those of the country of destination of the products, holding the seller harmless.

4.2. McV is liable for damage to persons or property, originating from the products sold only in the event of its proven gross negligence in the manufacture of the products themselves; in no case can it be held responsible for indirect or consequential damages, loss of production or lost profits.

4.3. Without prejudice to the foregoing, the buyer will indemnify McV in all actions of third parties based on liabilities originating from the products sold to him and will compensate for damages deriving from the claims in question: McV may involve the buyer, who for his part will have to take all the necessary initiatives to intervene in the relative judgment brought by third parties.

4.4. In relation to the responsibilities referred to in EEC regulation 85/374, McV is insured with Allianz Ras Assicurazioni.

Art. 5 – Delivery

5.1. Unless otherwise agreed in writing between the parties, McV will deliver the products ex works at its plants (EXW INCOTERMS published by the International Chamber of Commerce in their most up-to-date version in force at the time of delivery). If requested, McV will take care of the transport of the products by choosing the means of transport that it deems most appropriate in the absence of specific instructions from the buyer. Unless otherwise agreed in writing, the transport will always take place with the clause "truck side" (to be understood, that delivery does not include the unloading of the goods and portage and all risks of loss or deterioration of the goods will be borne exclusively by the buyer from the moment of unloading of the goods) at the expense and risk of the buyer. The cost of transport will be added to the price of the products purchased.

5.2. Any delivery date agreed between the parties is to be understood as approximate and not binding for McV if it has not been expressly indicated as an essential term. In the absence of raw materials or if the buyer does not provide, within the established terms, the transmission of any technical data necessary for the preparation of the products as well as advance payments or the opening of any letters of credit agreed, the delivery term will not begin to run and McV will not be required to start the preparation of the goods, until the respective impediment is overcome.

5.3. The delivery deadline shall be deemed to have been met if the goods are delivered in accordance with point 5.1. or, in any case, if McV promptly delivers it to the carrier. In any case, McV is not liable for transport delays not attributable to it.

5.4. In case of delayed delivery, the buyer may cancel the part of the order not delivered only after having communicated to McV, by registered letter with acknowledgment of receipt, anticipated by fax or e-mail, of his intention and after having granted him a deadline, to be agreed from time to time with McV, starting from receipt of such communication, within which McV will be able to deliver all the products specified in the reminder and not already delivered. However, any liability of McV for damages resulting from delay or non-delivery, total or partial, is excluded.

5.5. The buyer who does not expect to take delivery of the goods within the agreed terms, must reimburse McV for the storage costs of the goods until delivery or sale to third parties, which may take place after 30 days from the date of delivery originally agreed.

5.6. Failure or delay in performance of a partial delivery does not result in non-fulfillment of the obligation of the main delivery and will have no effect on other partial deliveries.



5.7. Upon delivery, return packaging is not accepted

5.8. McV has the right to vary the quantities to be delivered, rounding them according to the packaging of its standard packaging.

5.9. We do not accept returns unless previously authorized. Returns will be accepted by McV only after completing the attached "Request for return authorization" form, countersigned by McV for approval. Returns must be shipped carriage paid within 30 days from the date of receipt of the aforementioned authorization.

Art. 6 - Prices

6.1. The prices specified by McV in the offers, order confirmations and invoices (and possibly the equivalent in another currency where agreed) are based on the internal price list expressed in Euro, excluding VAT, in force on the day the order is confirmed, and on McV's valuations.

6.2. Unless otherwise specified, all prices are exclusive of transport, installation and any other taxes, excise duties, duties and taxes due. The applicable taxes are those in effect on the date of invoicing.

6.3. Any currency changes on the prices applied by McV will be valid only if agreed in writing and will be applicable only in case of full compliance with the terms of the established payments.

6.4. McV's invoices are considered accepted if they are not contested in writing by the buyer within 14 (fourteen) days of receipt.

Art. 7 - Payment

7.1. Unless otherwise agreed in writing, the payment methods and related terms are those previously agreed with McV and as resulting from the relative "personal data sheet".

7.2. Any payments made to agents, representatives or commercial auxiliaries of McV must be previously authorized by the latter in writing. Any debt securities accepted by McV are subject to the condition "subject to successful completion".

7.3. Any delay or irregularity in payment will give McV the right to suspend supplies and/or terminate contracts and/or cancel orders in progress, even if not related to the payments in question, as well as the right to compensation for any damages. Starting from the payment deadline, default interest will be automatically due to the extent provided for by Legislative Decree no. 231/2002.

7.4. Under no circumstances may the buyer reduce or offset the price with any receivables, however arising, against McV, unless prior written authorization of the latter. For the imputation of the payment, in any case, reference is made to the provisions of art. 1193, co. 2 c.c. The buyer is required to pay in full even in the event of a dispute or dispute.

Art. 8 - Retention of title

8.1. In the event that payment must be made, in whole or in part, after delivery, the products delivered remain the property of McV until full payment of the agreed price, pursuant to art. 1523 c.c.

8.2. McV will be entitled to take back possession of any product sold under retention of title and the buyer will bear the costs and McV may retain as a penalty any sum received in payment. If the buyer transfers the products to third parties, McV's rights will be transferred to the price of the products until full payment has been made.

Art. 9 - Force majeure

9.1. In all cases of force majeure that may occur (by way of example, but not limited to: lack of supplies and raw materials, even partial, significant or unforeseeable increases in the price of the same or fire, collapses, floods, disturbances in transport, strikes, lockouts or other similar events, which prevent or reduce McV's production capacity or block transport between McV's plant and the place of destination of the products), McV will be entitled to an extension up to 90 days - extendable to 180 days in the most serious cases - of the delivery terms of the products, provided that the buyer promptly notifies the buyer in writing of the occurrence of the case of force majeure. After the above terms and the situation of force majeure remains, the buyer may terminate the contract, by written notice to McV by registered letter AR, anticipated by fax or e-mail, but must pay McV the sums promised as a deposit, deposit or deposit which, if already delivered, will be retained by the latter. In any case, McV will not be required to pay compensation to the buyer for any direct or indirect damages connected with or deriving from the delay or non-execution of the contract.

Art. 10 - Legal guarantee

10.1. Unless otherwise agreed in writing between the Parties, all products sold by McV are covered by a conventional warranty of the manufacturer and, for the buyer who is a consumer (a natural person who buys the goods for purposes unrelated to any business or professional activity carried out, or makes the purchase



without indicating a VAT number reference in the order form), also by the legal guarantee for defects of conformity, referred to in articles 128-135 of Legislative Decree no. 206/2005. The conventional warranty must be understood as an additional guarantee to the legal one pursuant to art. 1519 septies of the Italian Civil Code, so that the rights expressly provided for in favor of the consumer by the legislation on the sale of consumer movable goods (Legislative Decree no. 206/2005 - Consumer Code) are in no case prejudiced. To use the warranty, the Consumer must keep the invoice received.

10.2. The legal guarantee in favor of the Consumer covers the defects of conformity, existing at the time of delivery of the goods, which have become apparent within two years from the delivery of the goods

10.3. The lack of conformity must be communicated to McV, under penalty of forfeiture, within two months from the date on which the Consumer discovered the defect. The action against McV is prescribed in any case within twenty-six months from the date of purchase of the asset.

10.4. In case of lack of conformity, the Consumer has the right to restore, without charge, the conformity of the goods by repair or replacement, or to an adequate reduction in the price or to the termination of the contract, according to the provisions of Article 130 of Legislative Decree no. 206/2005. The product must be returned by the buyer, possibly in the original packaging, complete in all its parts (including packaging and any documentation and accessory equipment). Once the product returned by the Consumer has been checked, McV will replace or repair and will proceed with the shipment of the product itself, except as provided for in Article 130 of Legislative Decree no. 206/2005. If, as a result of McV's intervention, it is found that the defect reported does not constitute a lack of conformity pursuant to articles 128 and following of Legislative Decree no. 206/2005, the purchaser will be charged for any costs of verification and restoration, as well as transport costs, if incurred by McV.

Art.11 - Conventional Warranty

11.1. Unless otherwise agreed in writing between the Parties, McV guarantees that its products (with the exception of those parts of the products that are not produced by McV) are free from defects for a period of 2 years, starting from the date of delivery of the goods to the buyer.

11.2. The warranty will not apply to those products whose defects are due to (i) damage caused during transport; (ii) negligent or improper use thereof; (iii) failure to comply with McV's instructions relating to the assembly and operation of the products; (iv) lack of ordinary maintenance and conservation of the products; (v) normal wear and tear of moving parts; (vi) repairs or modifications made by the buyer or third parties without the prior written authorization of McV.

11.3. Provided that the buyer's claim is covered by the warranty and notified in the terms set out in this article, McV will undertake to replace each product or parts thereof that present defects or defects.

11.4. The buyer must report, under penalty of forfeiture, to McV the presence of defects or defects within 8 days of delivery of the products if they are obvious defects or defects, or, within 8 days of discovery in case of hidden defects or defects or not detectable by a person of average diligence. After the aforementioned terms, the products are considered definitively accepted and accepted.

11.5. Complaints must be made in writing and must indicate in detail the defects or non-conformities complained of as well as references to the relevant invoice or DDT or order confirmation of McV. In addition, at the request of McV, complaints must be accompanied by adequate photographic documentation. Incomplete complaints will have no effect.

11.6. The products subject to complaint must be immediately sent to the McV factory, or to any other place that the latter will indicate from time to time, at costs and expenses borne by the buyer - unless otherwise agreed between the parties - in order to allow McV to carry out the necessary checks. The warranty does not cover damage and/or defects of the products resulting from anomalies caused by, or connected to, parts assembled/added directly by the purchaser or the final consumer.

11.7. If a complaint is totally or partially unfounded, the buyer will be obliged to compensate McV for the costs incurred by them for the acceptance (travel, appraisals, etc.).

11.8. In any case, the buyer will not be able to assert warranty rights against McV if the price of the products has not been paid under the conditions and terms agreed, even if the non-payment of the price under the conditions and terms agreed refers to products other than those for which the buyer intends to assert the warranty.

11.9. Without prejudice to what is indicated in article 12.3 and except in the case of willful misconduct or gross negligence, McV will not be liable for any damage deriving from and / connected to product defects. In any case, McV will not be held liable for indirect or consequential damages of any nature such as, for example, losses deriving from the buyer's inactivity or loss of profit.



Art. 12 - Amendments, invalid clauses

12.1. For the interpretation of these GCS, only the Italian text of the same is authentic.

12.2. Any reference to documents, such as price lists, general conditions of sale or other material of McV or third parties, is intended to refer to the aforementioned documents in force at the time of the recall itself, unless otherwise specified.

12.3. Any modification or integration made by the parties to the contracts to which these GCS apply must be made in writing, under penalty of nullity. The exception to one or more provisions of these GCS must not be interpreted broadly or by analogy and does not imply the desire to disapply the GCS as a whole.

Art. 13 - Complaints

13.1. Any complaint about the quality and quantity of the goods must be received in writing within 8 days of delivery together with the disputed piece and all the details relating to the supply and the discrepancies found, under penalty of ineffectiveness. The complaint does not authorize the suspension of payment of the supply or in general of the sums that are liquid and payable. No complaint exempts from the withdrawal of further consignments already ordered. Complaints about the qualities of goods of choice sold as such are not accepted. However, any obligation to pay compensation is excluded.

Art. 14 - Applicable law - Disputes

14.1. All disputes relating to or in any case connected to the contracts to which these GCS apply are governed by Italian law and the exclusive competent court is that of Novara - Italy. However, McV shall have the right to act at the buyer's court. In the case of sales to consumers, the place of jurisdiction will be that of the place of residence of the consumer.

Art. 15 - Confidentiality

15.1. Any technology and/or production and commercial information of the parties (including technical devices, design and information) whether patented or not, shall be treated as essentially confidential and shall not be used or disclosed without prior written permission.

Art. 16 - Final provisions

16.1. Any communication between the Parties shall be sent to the respective addresses resulting from the commercial correspondence made.

16.2. If McV fails, at any time, to: a) enforce any provision of these GCS, or b) to request the buyer at any time to execute any provision of these GCS, this shall not be understood as a present or future waiver of this provision, nor shall it affect in any way McV's right to subsequently enforce each of the provisions. The express waiver, by McV, of any of the provisions of these GCS, will not constitute a waiver to demand compliance by the buyer in the future.

16.3. Contracts concluded in accordance with these GCS may not be assigned in whole or in part without the written consent of the other contracting party.

The following articles are expressly approved: Art. 2 (Formation and object of the contract); Art. 4 (Producer liability); Art. 5 (Delivery); Art. 7 (Payment); Art. 8 (Retention of title); Art. 9 (Force majeure and excessive burden); Art. 11 (Conventional Guarantee); Art. 14 (Applicable Law- Disputes); Art. 16.3 (Assignment of the Contract).