

All sales are based on the following contract:

Art. 1. Commercial terms of delivery and definitions.

1.1 Any reference in this Contract to commercial terms of delivery, for example "EX WORKS", "FOB", "CIF", etc. shall be deemed to have the meanings ascribed to them in the version in force as at the date the Contract is entered into of the "Incoterms" of the International Chamber of Commerce.

1.2 For the purposes of this Contract, the following terms shall have the meanings duly indicated below.

- a. "Engineering": shall mean the drawings and plans relating to the installation of the machinery which shall be supplied by the Seller to the Buyer and which are indicated in Enclosure No. 1. All drawings and plans relating to civil works and the general systems and plants shall not however be included in the Engineering.
- b. "Know-how": shall mean the technical knowledge, the formulae, the procedures, the instructions and the indications which may be used in relation to the type of production provided in Enclosure No. 1, which are communicated by the Seller to the Buyer in accordance with the terms of said Enclosure.
- c. "Yard": shall mean the place where the building or the buildings in which the machinery supplied by the Seller shall be assembled.
- d. "place of destination": shall mean the place to and in which such items as the Seller shall supply for the purposes of installing the machinery shall be delivered and stored. This place may be the same place as the Yard.
- e. "shipment": shall, as the case may be, mean (i) the delivery of the machinery, spare parts and equipment referred to above by the Seller to the first carrier (or other person designated by the Buyer or chosen by the Seller in accordance with the applicable Incoterm and/or the terms of this Contract) or (ii) the putting of the goods at the Buyer's disposal in the case of an ex works delivery.

Art. 2. Subject matter.

2.1 The subject matter of this Contract shall consist exclusively in the supply, by the Seller to the Buyer, of the machinery and its relating user manuals (instructions), spare parts, equipment, Engineering, Know-how and services relating to the assembly, start-up and running test which are expressly and respectively indicated in the Enclosures to this Contract. The user manuals will be delivered by the Seller to the Buyer by means of electronic data interchange (i.e. Portable Document Format, Compact Disc and/or DVD) and upon receipt the latter shall provide written confirmation of receipt thereof. For the purposes of the above, the Buyer declares that it has verified that the computer software used by the Seller in respect of the instructions is compatible with the computer software used by the Buyer itself. Without prejudice to the Seller's warranty obligations pursuant to Art. 11 below, it is understood that any other supply of machinery, goods, printed versions of the user manuals and/or services are excluded from this Contract. Any possible request of supply of said printed user manuals will be charged in accordance with the Seller's list prices in force at the time of such request. In any event, all machinery is delivered with one printed copy of user manual (instructions) and all electric boards are equipped with a printed copy of electrical diagrams.

Art. 3. Prices.

3.1 The prices agreed between the Seller and the Buyer shall be deemed fixed and unchangeable provided that the Contract enters into force and effect no later than 3 months after the date of signature thereof in accordance with the terms of Art. 19 below.

Art. 4. Means of payment of the price. Claims.

4.1 The payments due from the Buyer shall only be deemed to have been made at such time as the relevant funds have been credited to the Seller's current account at the bank indicated by the Seller.

4.2 In the event of any unjustified delay in payment by the Buyer, the Seller shall be entitled, at its sole discretion, to charge interest on late payments at a rate equal to LIBOR over six months (or EURIBOR over 6 months where the Contract is denominated in Euros), calculated as at the original or deferred due date and increased by a spread of seven percentage points, or at any maximum rate possibly provided for by the applicable law, wherever this is lower. It is understood that the terms of this Article shall be by way of variation to any provisions of the law which provide that interest on late payments shall automatically start to run as of the relevant due date, but in any event the terms hereof shall be without prejudice to any and all of the Seller's rights arising out of the Buyer's failure to pay the price on the relevant due date/s.

4.3 Any possible claim concerning the performance and the carrying out of this Contract shall not entitle the Buyer to suspend or delay payments.

4.4 The Seller shall be entitled to suspend and/or terminate this Contract with immediate effect and by sending a mere notice to the Buyer:

- a. in the event that the Buyer fails to duly fulfil its obligations to pay the price (including the failure to make the advance payment) in accordance with the terms hereof; as well as
- b. in the event that the Buyer becomes subjected to any form of insolvency proceedings, or in the event that its assets change substantially so as to clearly endanger its ability to carry out its obligations hereunder.

In relation to possible delays exceeding 45 (forty-five) days in the contractual payments to be paid by the Buyer following a notice that the goods are ready, the Seller shall be entitled – by way of alternative to the termination of the Contract – to resell to third parties the goods ready for shipment (and to make any possible modifications to said goods for such purpose) and to re-determine the time schedules for delivery/shipment of said goods and possibly the entire supply pursuant to this Contract. Said new time schedules for delivery/shipment (and new time schedules for the fulfilment of the Seller's other obligations in accordance with the terms hereof) shall run from the date of communication to the Buyer of the Seller's decision to avail itself of the above right and shall not be longer than the time periods originally agreed, without prejudice to the right to compensation for any possible damages. The Buyer shall be obliged to comply with the new time schedules determined by the Seller pursuant to the above provisions and communicated in writing to the Buyer by the Seller.

4.5 In the event of any material breach by the Buyer of its obligations hereunder, then, in addition to any rights that the Seller may have under Art. 6.2 below, the Seller shall be entitled to retain, by way of liquidated damages, the advance payment made by the Buyer, without prejudice to the Seller's right to claim compensation for any further damages suffered.

Art. 5. Retention of title.

5.1 In the event that payment, be it in whole or in part, is to be made after delivery, then, to the extent permitted under the laws of the country where the delivered machinery (including any possible equipment and spare parts) is located, the Seller shall retain title thereto until full payment of the price.

5.2 Should the Buyer fail to pay even one instalment, which is greater than an amount equal to one eighth of the total purchase price of the goods or should the Buyer fail to pay two instalments, in accordance with the terms hereof, then the Seller shall be entitled either to terminate the Contract with effect as of such time as notice has been given to the Buyer or to declare that the Buyer has lost its right to pay on an instalment basis and demand the immediate payment of all or part of the amounts outstanding. In the case of termination of the Contract for reasons attributable to the Buyer, the Seller shall be entitled to obtain the immediate return of the machinery sold and shall also be entitled to retain any instalments received from the Buyer by way of compensation for the use of the machinery, without prejudice to the Seller's rights to claim compensation for any further damages suffered.

5.3 The Buyer hereby undertakes to take all steps necessary in order to either (i) create a valid retention of title in said country in favour of the Seller, which retention of title is in the widest form permitted under the laws of said country and is duly enforceable, inter alia, as against third parties or (ii) create a guarantee in favour of the Seller which has the same legal value and effect as such a retention of title.

5.4 The Buyer hereby acknowledges that the machinery, even where affixed and/or anchored to the floor, may not, in any event, be deemed as being incorporated into or being fixtures of the land and that such machinery shall not attach to the land itself and accordingly the Seller shall retain title to the machinery until full payment of the price. By signing this Contract, the Buyer declares that it grants the widest rights possible in favour of the Seller with regard to the above.

5.5 The Buyer hereby undertakes not to sell or assign the machinery to, or allow use of the machinery by, third parties, as well as not to remove the machinery without the Seller's consent which shall be provided in accordance with the terms of Art.1 5 below.

5.6 Any possible waiver by the Seller of the terms of this Article must be in writing.

Art. 6. Terms of delivery.

6.1 The delivery of the machinery (including any possible equipment and spare parts) shall be carried out in accordance with the shipment schedule specifically agreed between the parties and duly set forth in the Preamble (paragraph (c)) or the Enclosures. The dates for the delivery of the Engineering and Know-how are also indicated in said schedule.

6.2 Any delay by the Buyer in providing any information or carrying out any tasks which are necessary in order for this Contract to be performed, or equally any delay by the Buyer in fulfilling its obligations under this Contract (in particular, its obligations to pay the amount due by way of the advance payment, to open documentary credits, to provide and/or create guarantees, to send credit instruments, *inter alia*, to be held on fiduciary deposit or to comply with other payment terms) shall entitle the Seller to postpone the delivery of the machinery (any possible equipment and spare parts), as well as the Engineering and Know-how, for a period corresponding to the length of the delay on the part of the Buyer, without prejudice to any other right of the Seller hereunder.

6.3 If the supply of the goods hereunder includes any moulds, and should the Buyer not have provided the Seller with the data required for the engineering of said moulds at least 3 months prior to the date scheduled for the delivery of the machinery, then the Seller shall be entitled to make said moulds on the basis of its standards and thus without assuming any liability in respect of the fact that the size of the fired tiles may be slightly different to their nominal value as indicated in this Contract.

6.4 In the event that this Contract provides for the supply of a set of spare parts which has yet to be decided, then the Seller shall be entitled to propose a list of spare parts which, unless amended by the Buyer within 45 days following the date on which said list is sent, shall be deemed accepted by the Buyer and thus have become an integral part of this Contract. In any event, it is hereby agreed that the supply of the above-mentioned spare parts and the moulds pursuant to Art. 6.3 above shall not be taken into account for the purposes of the shipment schedule as per the Preamble (paragraph (c)) and for the purposes of the date as of which the payment terms hereunder shall begin to run.

6.5 In the event that the Buyer fails to comply with the payment terms relating to the supply of goods and services hereunder or relating to other goods which are in the process of being supplied or which have already been supplied, then, in any event the Seller shall have the rights afforded to it under Art. 4.4 herein above.

6.6 All events of force majeure pursuant to Art. 14.1 below, will cause the agreed delivery schedule to be postponed by a period corresponding to the duration of the particular event of force majeure, but it being nevertheless understood that said period must be appropriate for the purposes of performing this Contract, without prejudice, in any event, to the terms of Article 14.2 below.

6.7 In the event that delays occur in delivery due to reasons attributable to the Seller, then the Buyer, having duly proved to have suffered damages as a result thereof, may demand payment of liquidated damages in respect of said delay, by way of full and final satisfaction of any damages suffered and by way of full settlement of any other rights or claims. It is understood that a grace period of 30 days' delay shall be allowed. In any event, the liquidated damages referred to above may not exceed an amount equal to 3% of the price agreed for the part of the supply in respect of which the delay occurs.

6.8 Without prejudice to the terms of Art. 6.6 above, in the event that it is not possible to deliver the machinery (including any possible equipment and spare parts) which are ready for shipment for reasons beyond the Seller's control, then once 15 days have passed from the Seller having advised the Buyer, pursuant to Article 15 below, that the goods are ready, then the Seller shall be entitled to issue the relevant invoice and put into effect the agreed payment terms, subject to the above machinery, equipment and any possible spare parts being deposited, in the name and on behalf of the Buyer, in the general warehouses or consigned to a carrier which is registered in the register of carriers; it being understood that all risks and expenses relating thereto shall be borne by the Buyer. In the event of the above circumstances, if necessary, the Seller shall also have the right to appoint a carrier, in the name and on behalf of the Buyer, and duly arrange the transportation and delivery of the goods (excluding customs clearance) to the place of destination.

6.9 In the event that the Buyer for any reason requests the Seller to postpone, in whole or in part, the delivery of the goods under this Contract, or in any case commit any acts or omissions which delay or impede the delivery of such goods, then the Seller shall be entitled - by way of alternative to the terms of Art. 6.8 above and without prejudice to any other right arising at law or under this Contract - to keep the goods in storage at its premises or those of third parties and charge the Buyer (said charges to run as of the date of the notice that the goods are ready) liquidated damages as indicated below in consideration of both the costs relating to the storage of the goods and the increased financial costs borne by the Seller as a result of the non-delivery of the goods:

- a. for the 1st month of storage: no liquidated damages shall be due;
- b. from the 2nd to the 4th month of storage: liquidated damages equal to 0.55% of the agreed price for the goods in storage shall be due for each month or part thereof;
- c. from the 5th to the 12th month of storage: liquidated damages equal to 1.10% of the agreed price for the goods in storage shall be due.

By way of consideration of the above-mentioned liquidated damages, which are to be paid by bank transfer to the bank account indicated by the Seller, the Seller undertakes that the goods shall be stored in a manner which is suitable for the purposes of protecting them from factors/elements which may cause them to deteriorate; without prejudice to the above, any guarantee, assumption of responsibility or risk on the part of the Seller in relation to said goods and their time in storage is hereby expressly excluded.

Subject to any possible written agreement between the parties with regard to the storage of the goods for a fixed period of time, the Seller shall be entitled at any time to effect delivery or in any event demand that the Buyer takes delivery of the goods upon the Seller's first request and the Seller shall be entitled to enforce any of its rights arising at law or under this Contract.

Should the Buyer not fulfil its obligation to pay the above-mentioned liquidated damages, then the Buyer shall not be entitled to the payment of any amounts which may possibly be due to it from the Seller for any reason under this Contract.

6.10 The Seller shall raise no objections to any request by the Buyer to inspect the machinery (including any possible equipment and spare parts) in order to verify the quality and quantity thereof prior to each shipment, provided that (i) the person who shall undertake the inspection is acceptable to the Seller (it being understood that the Seller may not unreasonably withhold its acceptance) and does not operate in firms which are in competition with the Seller and (ii) such request is made in accordance with the terms of Art. 15 below and communicated to the Seller in writing at least two months prior to the date agreed upon (be it the original date or the re-scheduled date) for shipment. Such an inspection shall be carried out directly by the Buyer in good time before each shipment after the Seller has given the Buyer notice, in a timely manner, that the machinery is ready for inspection. All expenses relating to any such inspection, including those incurred by the Seller in the event of any operational tests required by the Buyer, shall be borne by the Buyer.

6.11 In the event that the terms of payment agreed between the parties require the negotiation of documents and instruments which represent the goods (for example, but not by way of limitation, Bills of lading), the Seller shall not be liable for delays - caused by the time required, or in any event not caused by negligence on the part of the Seller - in the circulation/transmission of said documents and instruments.

6.12 Any possible modifications which the Seller may regard as being necessary, during the course of this Contract, due to local conditions or which may be deemed advantageous as they amount to technical and/or technological improvements which have occurred in the meantime, shall be allowed by the Buyer provided that the Buyer is duly informed thereof and does not have to bear any further costs for said modifications and provided that the production warranties indicated herein are fulfilled. If on the other hand said modifications do give rise to additional costs, then they may be carried out with the Buyer's approval and at the latter's expense.

Art. 7. Delivery and packaging.

7.1 The machinery, spare parts and equipment indicated in Enclosure No.1 shall be delivered by the Seller to the Buyer appropriately packed. Said packaging is made of treated wood, that is, treated according to regulation ISPM-15 FAO, where this is required by the laws in force in the country where the place of destination of the goods is situated. It being understood that the packaging provided by the Seller is suitable for a period of storage/transit not exceeding 60 days. Provided that the Buyer advises the Seller sufficiently in advance that the goods may be in storage/transit for a period exceeding 60 days, then the Seller may supply the Buyer, at the latter's expense, with different packaging. By way of partial exception to the above terms, the Seller shall be entitled - at its sole discretion - not to supply any packaging for goods transported by container.

7.2 It is understood that all risks shall pass to the Buyer in accordance with the agreed delivery term (Incoterm). With each shipment the Seller shall send the Buyer a copy of the invoices and a packing list.

Should the agreed Incoterm provide that the Buyer withdraw the goods from the Seller's premises, the Buyer hereby undertakes to ensure that all the means of transportation that arrive for pick-up shall be provided with the pickup code ("Pickup Authorisation"), communicated by the Seller at least 5 days before the actual loading of the cargo. The Pickup Authorisation shall enable the Buyer to load the cargo in accordance with the loading plan (i.e. at the address, at the gate, on the day, with the appropriate means of transportation and with the documents indicated therein). In the absence of the Pickup Authorisation, the Seller shall not be required to deliver the goods and the Buyer shall not be entitled to withdraw them, without prejudice to the latter's contractual obligations (furthermore, with the Buyer being liable for every detrimental consequence arising from the lack of the aforementioned code and/or the failed or delayed delivery of goods).

7.3 The material support in respect of the Engineering and of the Know-how of the Seller shall be delivered directly to the Buyer, which shall provide a written receipt therefor, or it may be delivered by registered post or by courier.

7.4 In the event that the parties agree that the goods which are the subject matter of this Contract are to be delivered with insurance being arranged by the Seller and at the latter's expense, then in the event of any damage being caused to the goods, the Buyer is obliged to do the following, failing which it will lose any and all rights to damages:

- a. immediately advise the insurers of any notices or information relating to the occurrence/damage;
- b. recover the insured goods and keep them safe;
- c. safeguard and keep any claims against third parties alive, duly taking all necessary steps, under its own initiative.

With regard to any such event, the Buyer must also comply specifically with the terms of the Enclosures to this Contract.

Art. 8. Storage of the goods by the Buyer. Damage, deterioration and theft of the goods.

8.1 The goods which are shipped shall be stored by the Buyer at the place of destination and/or at the Yard in premises which are suitable for the purposes of protecting the goods from any type of damage or deterioration, and insured, at the Buyer's expense, against risks of theft, fire, destruction and catastrophes.

8.2 In the event that, at the time of each shipment, either of the parties so requests, a document duly confirming receipt of the goods may be drawn up and signed by a representative of the Buyer. This document shall list the goods received, after having checked them against the invoices, the packing list and the weight and volume of the goods sent by the Seller. If it should be ascertained that some of the packages have been damaged, then said packages shall be opened and the condition of the goods contained therein shall be checked and a note shall be made of any missing goods or any goods which have deteriorated and the cause of said deterioration.

8.3 In the event that it is ascertained that there are damaged goods, then the Seller and the Buyer shall come to an agreement as regards the repair and/or replacement of said goods; it being understood that the costs of any such repair and/or replacement shall be borne by the party which bears the risk. The above procedure shall equally be adopted in the event of any damage to, deterioration or theft of the goods which may occur after storage. It is understood that in the event that the goods have been insured, in whole or in part, by an insurance company in the country in which the place of destination or the Yard is located, then the Buyer shall advise the claim agent of any such occurrence in a timely manner and ensure the requisite inspection of the goods by said claim agent. The Buyer shall also advise the Seller of any such occurrence in a timely manner so as to allow the Seller to exercise all of its rights relating thereto.

8.4 In the event of the replacement of any goods, the price of the individual parts shall be the price as per the Seller's list prices in force at the time of replacement. The Seller and the Buyer shall agree the schedule for the delivery of the replacement goods and/or parts.

8.5 If necessary, the Buyer and the Seller shall draw up a storage plan.

8.6 Upon the Seller's request, the Buyer shall ensure that the machinery, equipment and any possible spare parts delivered by the Seller, being complete and in a perfect condition for the installation thereof, shall be duly placed on the site designated for assembly.

Art. 9. Assembly.

9.1 Assembly of the machinery (including any possible equipment and spare parts) indicated in Enclosure No. 1 shall be carried out by the Buyer and at its expense and under its supervision and management. The Seller shall provide the technical assistance in relation to the assembly and start-up of the machinery and the equipment by means of its skilled personnel selected by it. The Buyer shall co-operate accordingly so that entry visa and work permit for the Seller's personnel, in addition to any other authorisation which may be necessary, shall be obtained in a timely fashion.

9.2 The Buyer undertakes to:

- a. supply the equipment, the lifting gear and means of transport, the power supply, water and everything else required by the Seller's technicians as technically necessary in order to carry out the assembly including any possible labour, the management and supervision of which shall at all times remain the responsibility of the Buyer. Any machines and tools which the Buyer may allow the Seller's technicians to use shall be equipped with the accident prevention devices provided under the regulations in force;
- b. arrange for the assembly operations to start immediately after the arrival of the Seller's technicians and proceed on a continuous basis until completion; it being in any event understood that any periods of inactivity/waiting periods shall be for the Buyer's account;

- c. sign the attendance sheet that the Seller's technicians are provided with in order to ascertain the hours worked by the personnel; it being understood that, otherwise, the hours indicated by the Seller in the relevant invoice shall be considered as valid and correct;

- d. be responsible for and reimburse the Seller in respect of any travel expenses (return ticket) incurred by the Seller's technicians in travelling from the Seller's place of business to the Buyer's Yard, including any travel expenses relating to any replacements for the Seller's technicians. In this regard, it is understood that the maximum period which any of the Seller's technicians may spend at the Buyer's Yard is a period of 3 months;

- e. directly pay all the expenses relating to the stay of the Seller's personnel (travel, board and lodging etc.); accommodate the Seller's technicians in a hotel of a standard not less than a second-class European hotel or otherwise in another type of accommodation of the same standard; ensure that the Seller's technicians have a means of transport to and from their hotel/lodgings and the work site;

- f. not engage the Seller's technicians in any activities other than those which fall within their sphere of competence and in respect of which they are specifically authorised by the Seller;

- g. be responsible for, indemnify and hold the Seller harmless in respect of any and all obligations relating to local health and safety at work regulations, without prejudice to the other terms of this Contract relating to health and safety at work, given that the Parties both acknowledge that the health and safety at work regulations apply on a territorial basis and therefore the laws of each country regulate the activities which are carried out in the territory of the country in question, with the result that the local health and safety at work regulations shall apply to the activities which, under the terms of this Contract, shall be carried out in the place of installation of the goods supplied;

- h. adopt all safety measures and precautions necessary to prevent accidents and safeguard the assembly workers against physical injury, in compliance with all regulations imposed by law; in particular, provide the assembly workers with all protective measures necessary to safeguard the workers against physical injury and for safety and health in general, inform the Seller's workers and technicians in respect of the specific risks to which they are exposed and bring the basic safety and health regulations to their attention by means of affixing appropriate notices in the work areas or indeed by other means, in addition to demanding that the workers observe the regulations regarding safety and duly use the protective clothing and measures with which they are provided;

- i. provide the Seller's personnel, at its expense, with an interpreter and translating services, should they so request.

9.3 In the event that, for reasons not attributable to the Seller, assembly takes longer than the time scheduled by the Seller, then the period originally scheduled shall be extended accordingly; in such case, the fees relating to the services provided hereunder shall be those in force at the time said services are effectively carried out.

Art. 10. After-sales service.

10.1 For a period of 5 years from the date of the shipment of the machinery, the Seller undertakes to supply the Buyer, according to availability at the time of the request, with spare parts and technical services as requested by the Buyer. The prices for such spare parts and services shall be based on the list prices and service fees in force at the time each such request is made and all the other terms of supply shall be agreed in good faith between the Seller and the Buyer.

Art. 11. Warranty period.

11.1 With regard to any possible defectiveness in the supply hereunder, only a warranty in respect of mechanical and electrical defects in the machinery and equipment shall apply and shall run for a period of 12 months as of the date of the putting into operation of each department or piece of machinery supplied.

11.2 The warranty consists in either the repair or replacement, at the Seller's sole discretion and at its expense, of the structural parts and other components of the machinery and the equipment which may prove to be broken or defective due to manufacturing defects. The parts which are to be replaced as per above shall be delivered DAP the Buyer's factory. In this regard, the following is agreed: (a) with regard to the carrying out of repairs or assembly which, on the basis of the Seller's reasonable opinion, are of moderate difficulty from a technical point of view, then the Buyer shall carry them out using its own personnel and at its expense and without involving the Seller and (b) with regard on the other hand to the carrying out of repairs or assembly which are of notable difficulty from a technical point of view, the Seller shall send a specialised technician to the Buyer's premises who shall be entrusted with the task of supervising the assembly which shall be carried out by the Buyer's personnel and at the Buyer's expense. The travel and lodging expenses of the Seller's technicians shall also be borne by the Buyer.

11.3 The Seller shall replace or repair the defective parts in the shortest time possible, which shall be calculated on a case by case basis, and the Seller shall have the right to request the Buyer to return the defective parts which have been replaced.

11.4 The warranty shall cover all the individual structural parts and other components of the machinery and the equipment, but it shall not cover the parts which are subject to normal wear and tear. Further, the Seller shall not be liable for any damages of whatever nature caused by improper use on the part of the Buyer's personnel, by the use of unsuitable raw materials, by faulty or negligent treatment, by excessive use of said goods, by damage or deterioration to the goods caused (or exacerbated) by the failure to interrupt the use of the goods in the case of technical problems, or in any event due to any other reason not attributable to the Seller.

11.5 The warranty shall in any event lose any and all effect should any equipment or spare parts not supplied by the Seller be installed in the departments and/or the individual machines, and in any case, should any modifications have been made without the Seller's consent provided in accordance with the terms of Art. 15 below. With regard to the machinery which is delivered by the Seller in a disassembled form, then the warranty shall lose any and all effect should the assembly or commissioning thereof not have been carried out according to the technical instructions of the Seller's personnel.

11.6 Any other damages, including any possible damages resulting from the lack of or a reduction in production, in addition to any indirect or consequential damages, and the right to terminate the Contract, are expressly excluded from the warranty.

11.7 Under no circumstances shall the Seller be liable for any damages of whatever nature arising out of the improper use, poor maintenance and/or generally any acts which are not in line with the maintenance and user instructions. The Buyer shall be solely responsible for ensuring that the products manufactured using the machinery supplied by the Seller are in compliance with the safety regulations in force and the Buyer shall in any event be liable for any claims made by any party which may have possibly suffered damages and it shall duly hold the Seller harmless from and against any such claims.

11.8 The warranty shall be subject to the Buyer duly informing the Seller, in accordance with the terms of Art. 15 below, within 8 days following the discovery thereof of the particular defect or lack of quality (failing which the Buyer shall lose its rights under the warranty in respect thereof) and shall also be subject to the Buyer making an express request to the Seller, in accordance with the terms of Art. 15 below, to provide assistance under the warranty. The period of the warranty may not in any event extend beyond a period of 18 months following the date of shipment.

11.9 If a warranty extension exceeding the normal warranty period of 12 months from the date of delivery has been contractually agreed, or if other separately defined warranty periods exceeding the normal warranty periods have been agreed, an annual inspection of the press by Laeis is a prerequisite for the validity of this and for the maintenance of possible claims within the additional warranty periods.

This inspection is subject to a charge; the dates must be agreed with the Laeis service department in advance (3-6 months).

Art. 12. Liquidated damages which the Seller may be liable to pay.

12.1 It is understood that, in the event of non-performance or breach on the part of the Seller of its obligations under this Contract, the Seller's liability shall not exceed a total amount equal to 3% of the contract price. Said amount pre-determines the maximum amount of damages payable, subject to the Buyer demonstrating that it has suffered damages as a result of said non-performance or breach and said non-performance or breaches are not of minor importance, and completely discharges the Seller from any liability (and any other remedy or liability to compensate in respect of any other damages is hereby expressly excluded) and, in any event, any possible liability on the part of the Seller for damages in respect of the lack of or a reduction in production, in addition to any indirect or consequential damages, is hereby excluded.

Art. 13. Confidentiality obligations.

13.1 The Buyer shall keep strictly confidential and will not disclose any technical information (such as, but not limited to, drawings, schedules, documentation, formulae and correspondence) received from the Seller or in any way learnt during the course of this Contract. Any such information may only be disclosed to third parties with the Seller's prior authorisation provided in accordance with the terms of Art. 15 below.

13.2 It is understood that the Seller shall at all times remain the owner of the Engineering and the Know-how and the use thereof, in addition to the use of the material supports delivered by the Seller relating to said items, is granted to the Buyer only for the purposes of this Contract. In the event of termination of this Contract, the Buyer shall return all the material supports in its possession relating to the Engineering and the Know-how to the Seller without delay.

Art. 14. Force majeure.

14.1 Force majeure shall mean any act or event which is unforeseeable, beyond the parties' will or control and in respect of which a remedy may not be found in a timely manner (such as, for example, acts of war, even if undeclared, embargo, riot, insurrection, fire, sabotage, natural disaster, acts or provisions of government authorities, inability to procure raw materials, equipment, fuel, energy, components, labour or transport).

14.2 Upon the occurrence of any event of force majeure which is such as to prevent either party hereto from fulfilling its obligations hereunder, then the time for the party so affected to fulfil its obligations shall be automatically extended for a period corresponding to the duration of the event of force majeure, without any damages (including liquidated damages) being payable by said party, save for the Buyer's obligation to pay the amounts due by way of the price, in respect of which the contractually agreed due dates shall remain in full force and effect. It is further understood that in the event that the above payment is to be effected, in whole or in part, by means of a documentary credit, then upon the occurrence of an event of force majeure and upon the Seller's request, the Buyer shall be obliged to extend the term of said documentary credit, failing which, by way of exception to all the above terms, the Seller shall be entitled to effect delivery of the goods, *inter alia*, to the general warehouses and cash in said documentary credit.

14.3 In any event, the parties shall take all measures within their power to ensure the reinstatement, within the shortest possible time, of the performance of the obligations which have been delayed as a result of the event of force majeure. The parties hereto are also obliged to give each other notice, within no more than 15 days, of the beginning of and of the end of any event of force majeure. If this obligation is not met, then the party in default shall lose its right to rely upon the event of force majeure.

14.4 Should the parties hereto be unable to carry out their obligations in accordance with the time schedule provided hereunder for a period of 6 months or more as a result of an event of force majeure, then the parties shall meet as soon as possible in order to examine the impact of such events on the terms of the Contract, in particular, on the prices and on the delivery schedule, and they shall come to an agreement as regards the terms and conditions for the continuance of their respective obligations. In the event of a possible disagreement between the parties or equally in the event that either party refuses to take part in such meeting, then the matter may be submitted solely to conciliation and/or arbitration pursuant to Art. 20 below.

14.5 In the light of the severe health emergency situation that is currently going on worldwide due to the Coronavirus / Covid-19 pandemic and the related restrictions issued by the competent national and international authorities, the Parties expressly agree, with regard to this supply contract, to exclude any liability and compensation for damages, in the event of delays or suspensions in whole or in part on the part of the supplier in the performance of the activities provided for in the contract, as a result of this emergency situation (even if the effects of the emergency in question were already occurring or otherwise foreseeable at the time of signing the contract). In relation to the foregoing, in any case, the provisions of the contract relating to force majeure shall apply - due to the analogy of the situation - including the supplier's commitment to take all measures within its power to ensure within the shortest possible time the regular reinstatement of the wholly or partially suspended or extended performance of the contract.

Art. 15. Notices.

15.1 All notices provided under this Contract, as well as all notices given by the parties hereto during the performance of this Contract, shall, without exception, be in writing (this term being deemed to include telexes, e-mail and facsimiles). However, it is understood that the Seller must comply with the formalities provided by Art. 5.3 above in order to waive its retention of title.

15.2 Such notices shall take effect at such time as they are delivered to the address (including any possible e-mail address) of the other party, as indicated on the front page of this Contract. In the event of any change in address, the parties hereto shall immediately notify the other party thereof.

Art. 16. Taxes and duties.

16.1 All taxes, duties, levies and charges (including any administrative charges) of the same nature, be they present or future, (including, by way of example, any tax which may be due in the Buyer's country in relation to the registration of this Contract) shall be borne by the Buyer. Further, if needs be, the Buyer shall pay the Seller any such sum and shall not be entitled to the return thereof.

16.2 The Buyer shall be responsible for obtaining any authorisations which, in accordance with the monetary laws and regulations of the Buyer's country, are necessary for the purposes of the regular fulfilment of the obligations provided under this Contract in relation to the payment terms. It is understood that the effectiveness of this Contract shall not remain pending as a result of non-compliance by the Buyer with the above-mentioned obligation.

Art. 17. No assignment of this Contract. Assignment of credits.

17.1 Neither party hereto may assign this Contract without the prior written consent of the other party hereto.

17.2 However, the Seller shall be entitled to assign, in whole or in part, to third parties its credit relating to the payment of the sums due from the Buyer hereunder. The Seller shall not be obliged to obtain the Buyer's consent to any such assignment of credit and it is understood that, with regard to providing notice of any such assignment, to the extent necessary so as to ensure a valid and effective assignment of the credit, a simple written notice thereof to the Buyer shall suffice. It is understood that in the event of assignment of the above credit, then the Seller shall also be entitled to assign, in whole or in part, to the assignee of the credit the rights provided under Art. 5 above. Should the above rights fail to be assigned to the assignee of the credit, then said rights may continue to be exercised by the Seller, directly or through a representative, in the event of non-performance or breach on the part of the Buyer of its payment obligations under this Contract.

Art. 18. Excessive onerousness.

18.1 Without prejudice to the terms of Article 14 above, if, due to events which were unforeseen (and which were reasonably unforeseeable) by the parties at the time this Contract was entered into, the balance between the parties' respective obligations hereunder alters considerably, thus rendering excessively onerous the obligations of either of the parties hereto, then the party so affected may request that the parties' respective obligations be realigned. It is however understood, that the loss or increase in value of one national currency compared to one or more other currencies, or equally the replacement of one national currency by another currency (for example, following the introduction of the Euro) shall have no effect for the purposes of this article. In the event of a possible disagreement between the parties in relation to this issue, then the matter may be submitted solely to conciliation and/or arbitration pursuant to Art. 21 below.

Art. 19. Conclusion of the Contract and effectiveness of the Contract

19.1 This Contract shall be binding upon the parties as of the date of signature of the Contract by both parties hereto.

19.2 This Contract may also be accepted by the Buyer by means of telex or by means of the opening of the documentary credit as agreed between the parties, the opening of which has been duly advised by the bank and which contains an express reference to the Contract or to the pro-forma invoice mentioned in the Contract (no. – date – amount); in this latter case, acceptance shall be deemed to have been received on the day on which the advising bank has advised the Seller of the documentary credit which is in a form acceptable to the Seller.

19.3 Should any authorisation on the part of the authorities of the Buyer's country be required, then the effectiveness of this Contract shall remain pending until such time as the requisite authorisations have been obtained (as duly communicated to the other party pursuant to Art. 15 above). If within 3 months following the date of the conclusion of this Contract, the requisite authorisations have not been obtained, then the Seller shall be entitled to terminate this Contract, without incurring any liability, by giving notice to the Buyer pursuant to Art. 15 above.

Art. 20. Arbitration clause and Governing law.

20.1 Any and all disputes between the parties which may arise out of this Contract shall be settled in an amicable manner by means of negotiations between the parties held in good faith. In the event that it is not possible to reach an amicable settlement within a reasonable period of time, then any such dispute shall be settled exclusively and finally in accordance with the Rules of Arbitration of the International Chamber of Commerce by a board of three arbitrators appointed in accordance with said rules. Nevertheless, prior to any arbitration proceedings being commenced, the parties may agree to submit the dispute to settlement proceedings under the ICC (International Chamber of Commerce) ADR Rules and, if the dispute has not been settled pursuant to said Rules within 45 days following the filing of a Request for ADR or within such other period as the parties may agree in writing, such dispute shall be finally settled under the above Rules of Arbitration.

20.2 The arbitration proceedings shall be held in Geneva.

20.3 The arbitration proceedings shall be held in the language provided by Art. 21 below, which shall be the governing language for the purposes of interpreting this Contract.

20.4 By way of partial exception to the foregoing, the Seller shall be entitled to initiate legal proceedings before the courts of the location of the Seller's registered offices or before the courts of the location of the Buyer's registered offices or any other courts which have jurisdiction vis-à-vis the Buyer, both for urgent and/or precautionary injunction or relief (including, by way of example and not by way of limitation, proceedings for the enforcement of guarantees relating to this Contract, including proceedings for the return to the Seller of goods sold with retention of title), and for trial/ordinary judgment, upon the condition however that, in the latter case, the Buyer has not previously initiated arbitration proceedings. The possible invalidity of this article 20.4 shall in no way affect the validity of articles 20.1 to 20.3 above.

20.5 This Contract shall be governed by the rules, regulations and customs which regulate international trade.

Art. 21. Interpretation of the Contract.

21.1 The English text hereof shall be the only authentic text of this Contract, even if this Contract is drawn up in an additional language.

21.2 This Contract supersedes any and all prior agreements between the parties, be they oral or in writing, with regard to the subject matter hereof and the terms hereof may only be amended in writing.

Art. 22. Informative note in respect of the treatment of personal data.

22.1 For the purposes of the legal regulations with regard to the handling and/or use of personal data, the Seller hereby informs the Buyer that the personal data (personal details, fiscal and financial details) relating to the legal entities which enter into a relationship with the Seller, in addition to the personal details of the individuals which act on their behalf, are collected, recorded, re-ordered, memorised and processed for administrative/accounting purposes. In particular, such purposes relate to the following activities: the management of orders and invoices; the conclusion of possible agreements (including agreements for the purposes of insured the Seller's credit vis-à-vis the Buyer and agreements relating to the assignment of said credit); the management of suppliers; the carrying out of contractual obligations and other obligations provided by law. The above-mentioned data may be communicated to third parties in relation to the purposes for which they have been acquired and collected.

22.2 The above terms of this Article 22 shall be deemed as a valid informative note for the purposes of and pursuant to the above-mentioned regulations and the Buyer hereby declares that it agrees to the handling and/or use of the above data by the Seller for all purposes provided by law.

Art. 23. Non-export covenant.

23.1 The Buyer covenants, represents and warrants that the goods (machines, spare parts, ...including the related software) supplied from the Seller will not be sold, supplied, transferred or exported, directly or indirectly (including by means of representatives, agents, distributors or any third parties), transferred to any natural or legal person, entity or body in the Russian Federation and Belarus and/or re-exported for use in the Russian Federation and Belarus, or transferred for intended final use in the territory of the Russian Federation and Belarus.

The Buyer covenants to ensure that a similar provision is inserted in all its contracts with third parties having as their object the goods (machines, spare parts, ...including the related software) and undertakes to promptly notify the Seller all such contracts as well as all breaches of the above covenants, representations, and warranties.

The Buyer acknowledges that the Seller is under a duty to notify the Luxembourg authorities any breach of the above covenants, representations, and warranties.

In case of breach of any of the above covenants, representations and warranties by Buyer at any time, the Seller shall be entitled to terminate the sale contract and all other pending sale contracts executed between the Seller and the Buyer by written notice, without prejudice to its right to immediately receive all the contractual consideration irrespective of any contractual delayed payment provision in the Contract and claim damages and take any legal actions.

The Buyer shall indemnify and hold harmless the Seller against any liability, losses, damages (including reputational damages) or costs (including any legal costs) incurred or suffered by the Seller as a result of any such breach.