

IMA General Terms and Conditions of Sale

1. DEFINITIONS

1.1 In these General Terms and Conditions of Sale, the following terms shall have the following meanings:

- **"Affiliate/s"**: any person, firm or corporation that, directly or indirectly, controls, is controlled by or is under common control with I.M.A. Industria Macchine Automatiche S.p.A. (hereinafter also **"IMA"**). For the purposes of this definition, the word **"control"** (including, with correlative meaning, the terms **"controlled by"** or **"under common control with"**) means the actual power, either directly or indirectly through one or more intermediaries, to direct the management and policies of such entity, whether by the ownership of at least fifty percent (50%) of the voting stock of such entity, or by contract or otherwise.
- **"Agreement"**: the Offer/Order Confirmation, including the Special Conditions of Sale, these General Terms and Conditions of Sale and any annexes thereto.
- **"Confidential Information"**: information that is proprietary or confidential and is either clearly labelled as such or otherwise identified as **"confidential information"** and which is disclosed by or on behalf of a Party (**"Disclosing Party"**) to the other Party (**"Receiving Party"**) under this Agreement. Confidential Information includes, but is not limited to, any materials, drawings, designs, technical documents, specifications and know-how, whether or not associated with any patents. Confidential Information shall not include information to the extent that it: (a) is or becomes publicly known through no act or omission of the Receiving Party; or (b) was in the Receiving Party's lawful possession prior to the disclosure; or (c) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (d) is independently developed by the Receiving Party, which independent development can be shown by written evidence; or (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- **"Counter Offer"**: the document which may be submitted to the Purchaser by the Seller containing additional and/or different terms and conditions in respect to those set forth in the Purchase Order.
- **"Equipment"**: the supply as a whole, regardless of whether it is a supply of a single machine or of an entire line of Equipment and/or its size and spare parts. The aforesaid term may without distinction refer to Standard Equipment or to Non-Standard Equipment, specifying that the term **"Standard Equipment"** refers to the Equipment which is described in the catalogue published by the Seller whilst the term **"Non-Standard Equipment"** refers to an Equipment which has been manufactured, adapted or upgraded according to the Purchaser's specific needs.
- **"Force Majeure Event"**: an event, circumstance or cause beyond the reasonable control of a Party including act of God, act of the elements, strike, lock-out or other form of labour stoppage, slowdown or industrial dispute (whether involving the workforce of a Party or any other party), insurrection, civil commotion, riot, embargo, war, fire, explosion, flood, accident, malicious damage, breakdown of plant or Equipment, governmental act, boycott, epidemic, failure of a utility service or transport or telecommunications network, issues in the procurement of raw materials, energy or components, transport delays, or default of suppliers or sub-contractors to the extent that it is caused by any such event.
- **"L/C"**: letter of credit.
- **"Offer"**: the document issued by the Seller to the Purchaser containing a sale proposal of its Equipment.
- **"Order Confirmation"**: the document issued by the Seller following the issuance of the Purchase Order by the Purchaser.

- **"Party/Parties"**: the Seller and/or the Purchaser, as appropriate.
- **"Purchase Order"**: the document submitted from the Purchaser to the Seller containing the supply request.
- **"Purchaser"** means the party who purchases the Equipment and shall also include, where the context permits, its agents and/or intermediaries.
- **"Seller"**: I.M.A. Industria Macchine Automatiche S.p.A. or one of its Affiliates, depending on the company to which the Order is addressed by the Purchaser. An updated list of IMA S.p.A. Affiliates is available on the web site www.ima.it. – Section Investor relations.
- **"Special Conditions"** The conditions of supply embodied in the Offer/Order Confirmation issued by the Seller.

2. SCOPE

2.1 These Terms and Condition of Sale constitute an integral and essential part of the Offer and/or the Order Confirmation. Unless it is otherwise agreed by the Parties in writing, it is understood that the issuance of a Purchase Order implies that that the Purchaser has accepted these Terms and Conditions of Sale. In case of discrepancies between this General Terms and Conditions of Sale and the Special Conditions of Sale included in the Agreement, the terms of the Special Conditions shall prevail.

3. OFFER AND ACCEPTANCE

3.1 All the Purchase Orders are subject to acceptance by the Seller by way of the issuance of its Order Confirmation. The Seller reserves the right to partially or fully accept or refuse any Purchase Order and to submit to the Purchaser a Counter Offer which may include any additional or different terms and conditions, including those which are contained in these Terms and Conditions of Sale. It is hereby agreed between the Parties that the silence on the part of the Seller with respect to any term or condition proposed orally and/or in writing by the Purchaser shall not constitute an amendment to these Terms and Conditions of Sale.

3.2 The Seller will normally inform the Purchaser of the acceptance of the Purchase Order within thirty (30) days from the receipt of such Purchase Order. The Seller shall not be bound by any obligation until the Purchase Order is accepted in writing by the Seller.

4. PRICES

4.1 Unless it is otherwise agreed by the Parties:

- the purchase price of the Equipment established by the Seller shall exclude the expenses for the transporting, packaging, installation, testing and training;
- delivery shall be Ex-Works the factory of the Seller (as defined by Incoterms 2010).

4.2 In the event that the Purchaser requests to apply a currency which differs from the currency which has been established by the Seller, the latter reserves the right to amend the purchase price so as to include the fluctuations in the exchange rate between the currency of the offer and the currency specified during the period between the drafting of the offer and the acceptance of the order.

4.3 The quoted prices for the Equipment are valid for ninety (90) days, unless otherwise specified.

4.4 The quoted price does not incorporate of taxes including, but not limited to, value added tax, federal, state and/or local taxes, other taxes and rights of any nature whatsoever ("Taxes") applicable to the Equipment.

5. PAYMENT

5.1 The payment of the price shall be effected within thirty (30) days from the date of the invoice, unless otherwise agreed in writing by the Parties. Any objections relating to the invoicing must be communicated to the Seller by the Purchaser within fifteen (15) days from the date of the invoice. In the absence of any objections raised by the Purchaser within such term of fifteen (15) days, the invoice shall then be considered as being accepted by the Purchaser.

5.2 In the event that the payment is not effected within the agreed time, the Seller shall have the right to charge to the Purchaser interest at the applicable commercial rate upon any amounts without being required to notice the Purchaser about its breach of the payment terms.

5.3 It is expressly agreed that if the Purchaser does not pay and/or delays a payment or even a single instalment, the Seller shall be automatically entitled to:

- request for the immediate payment of any residual amount due;
- request the refund of all the expenses incurred for the recovery of said amounts without waiving the right to request for the compensation for any damages which may have been incurred;
- suspend any delivery and terminate the agreement for breach with immediate effect.

5.4 If the Purchaser does not pay and/or delays a payment of any amount after the Equipment has been delivered the guarantee shall be deemed automatically suspended until the delayed payment is effected and, therefore, the Purchaser shall not be entitled to claim its guarantee right anymore.

5.5 In the event that the Parties agree that the payment has to be effected through a letter of credit, the Purchaser shall handle it in order to have such L/C issued on Seller's behalf by an International first class bank subject to the Uniform Customs and Practices for Documentary Credits regulation published by the International Chambers of Commerce no. 600/2007 and its subsequent amendments and integrations. The letter of credit, irrevocable and confirmed, shall be delivered to the Seller together with the Order or at a different time agreed between the Parties. Unless it is agreed otherwise, the letter of credit shall be payable at sight, and, in any case, it shall allow partial deliveries and/or shipments.

6. PACKAGING MATERIALS, TESTING AND CONTROLS

6.1 The testing materials shall be sent to the Seller free of charge in accordance with the terms, the conditions, the agreed dates and quantities as indicated in the Order Confirmation and, in any event, in compliance with the clauses provided for by the 1998 United Nations Convention Against Traffic in Narcotic Drugs and Psychotropic Substances and its subsequent amendments. Once the testing materials are received, the Seller will conduct the tests which it deems to be necessary and will send the results of such tests to the Purchaser.

6.2 The Seller shall not be considered to have committed a breach of this Agreement in the event that the Purchaser does not supply the testing materials in accordance with the agreed terms, conditions, due dates and quantities or in the event that the materials do not appear to conform to the agreed specifications. Likewise, the Seller shall not be liable in the event that the quality of the materials and the products used in the production is found to differ from the quality of the material and products supplied by the Purchaser for the trial testing.

Any cost incurred for the changes effected to the Equipment due to the use of the materials which differ from those used during the execution of the testing activities shall be borne by the Purchaser; consequently, it is hereby agreed that the Purchaser shall not be entitled to raise claims against the Seller if the delays in the delivery of the products are caused by fault of the Purchaser.

6.3 Unless otherwise agreed, the Seller reserves the right, at its sole discretion, to return and/or destroy the materials or part of the materials used for the trial testing and the final testing. Any relevant costs shall be borne by the Purchaser.

6.4 The Equipment shall be checked by the Seller prior to being delivered to the Purchaser and it shall be tested, when necessary, in accordance with the provisions of the Article below relating to the F.A.T. procedure.

6.5 If the Purchaser request further testing activities or start-up test which are not included in the standard testing procedures of the Seller, the Seller itself shall be entitled to charge the additional cost accordingly.

7. TERMS AND CONDITIONS OF SUPPLY

7.1 The Purchaser shall provide all information that will be necessary to define the risks associated with his work site being aware that failure to comply with the Seller requests constitute a serious breach of the Agreement.

7.2 With the exception for what is provided for by the L/C to the extent that the delivery is regulated by a L/C, the Purchaser shall inform the Seller about the delivery instructions (documentation, materials, information etc. which are necessary for the supply) as soon as it is informed that the Equipment is ready for the delivery. In the event that the necessary delivery instructions, documentation, licences or authorizations are not received or if the Purchaser requests to postpone the delivery for more than ten (10) days once it has been informed that the Equipment is ready for delivery, the Seller shall be entitled to arrange for the storage of the Equipment, the costs of which shall be borne by the Purchaser. In such a case, the delivery obligation of the Seller shall be considered to have been performed and the Purchaser shall be liable for any risks of loss and/or damage of the Equipment as well as for the payment of the purchase price. In the event of delay in the collection of the Equipment for more than 30 days, the Seller is entitled to terminate the Agreement for breach with immediate effect.

7.3 The Purchaser shall be responsible for obtaining any import licences or documentation which is necessary for the country of destination or for any intermediate destination to which the goods may be shipped or delivered to. Any import taxes shall be borne by the Purchaser.

7.4 Unless it is otherwise expressly provided in writing, the Seller is entitled to effect partial delivery of the goods if such delivery is permitted by the nature of the supply being understood that these General Terms and Conditions of Sale shall also apply to any partial delivery.

8. DELIVERY TERMS AND CONDITIONS

8.1 Unless the Parties have otherwise agreed in writing, the Equipment shall be carried at the risk of the Purchaser and the costs for the insurance of the Equipment shall be borne by the Purchaser itself.

8.2 The delivery dates and terms shall be expressly specified in the Agreement. The specified delivery terms shall be valid for all purposes except for Force Majeure circumstances and provided that the Purchaser complies with all the terms and conditions specified in the Agreement, particularly those regarding:

- the submission of specifications, designs, samples, layouts, approvals and any other information necessary for the processing of the order;
- the submission of testing materials within the deadlines according to the agreed quantities and qualities;
- the execution of the down-payments and/or the compliance with the subsequent payment terms.

8.3 It is agreed that in the event of failure by the Purchaser to provide the Seller with information, documentation and materials necessary for the supply according to the Agreement and in the event that the Purchaser somehow causes the delay in the delivery of the Equipment, all the related expenses incurred by the Seller shall be charged to the Purchaser.

8.4 The Purchaser must immediately check the Equipment at the time of their receipt. In the event that evident defects are found in the Equipment, the Purchaser shall promptly notify the Seller within seven (7) days from the delivery (the counting of the days shall commence on the day in which the delivery has been performed in accordance with the provision of the applicable INCOTERM 2010); any failure of the Purchaser to notify the Seller within the terms above indicated shall be deemed as a waiver of the Purchaser in exercising its rights on this regard.

The damaged Equipment and the relevant packaging must be preserved in order to allow the Seller and/or the carrier to check it.

9. ACCEPTANCE, F.A.T., S.A.T.

9.1 FAT - Factory Acceptance Test. The FAT will concern the trial testing of the Equipment and will be carried out at the factory of the Seller. The FAT procedures shall be agreed upon by the Parties. In the event that the Parties do not agree on the aforementioned procedures, the Seller shall be entitled to test the Equipment by using its standard testing procedures.

The date of the FAT must be previously notified to the Purchaser so as to permit its own technicians to attend such testing.

The FAT shall be considered to be positive if: a) the Purchaser attends the FAT and does not raise any written objections concerning the performances of the Equipment once the FAT has been terminated, or b) the Purchaser, having been notified of the FAT, does not attend it and the Seller, in performing the FAT, does not notice any irregularities in the performances of the Equipment.

9.2 NEGATIVE FAT. In the event that the FAT is negative, the Seller shall take all the necessary measures to ensure that the Equipment reaches the level of performance agreed with the Purchaser. In the event that such procedure entails substantial changes to the Equipment, a new FAT shall be performed in accordance with the abovementioned procedures.

In such a case, it is agreed that the delivery terms shall be automatically extended for the necessary period in order to allow the execution of further testing activities.

9.3 SAT - Site Acceptance Test. The SAT procedure concerns all of the activities necessary to ensure that the Equipment complies with the technical specifications agreed by the Parties. The Parties mutually acknowledge that the aforesaid procedure must be performed in a place which has the appropriate environmental conditions, which include, but are not limited to: electrical supplies, connections, humidity rates and anything else which is necessary for a correct installation of and start-up of the Equipment.

The SAT of the Equipment shall be considered to be positive unless the Purchaser files a written complaint to the Seller. Such complaint shall void and null of any legal effect if not filed to the Seller in writing at the end of the SAT execution and it must explicitly specify the defects of the Equipment and/or the irregularities of the installation and start-up procedures. The Purchaser shall not be entitled to claim defects or discrepancies different from those indicated in the abovementioned complaint sent to the Seller. The Purchaser must notify the Seller with a reasonable time period in advance in regard of the date of the SAT procedures. In any event, the Purchaser must fix a date for the execution of the SAT not later than three months from the delivery of the Equipment, unless a different term is agreed by the Parties. In the event that the SAT is not performed for reasons for which the Seller is not responsible for, the SAT shall be considered as being positively passed, the guarantee terms shall run starting from the delivery date and any relevant payment shall be subsequently effected.

9.4 Unless otherwise agreed the Seller shall be responsible for the commissioning and the guarantee of safety requirements only with reference to its Equipment to the point of interface with any other machines (physical separation) not produced by him. The CE mark released to the Equipment is meant to refer to the same Equipment in the configuration that appears in the layout enclosed to the instructions manual as well as to the adopted safety and technological solutions that ensure compliance with the current legislation. Consequently, any intervention that changes the configuration of the Equipment involves the automatic exemption from any liability for the Seller having to be considered as no longer in force the released CE mark (2006/42).

10. INTELLECTUAL PROPERTY

10.1 The entire rights, title, interest and the ownership of the know-how, technical information, designs, specifications or documentation, ideas, concepts, methods, processes, technology and inventions (the “intellectual Property Rights”) developed or created by the Seller, or by any third parties commissioned by the Seller, shall vest in and be owned by the Seller. The Purchaser shall keep all such information confidential and shall not reveal such information to any third parties unless and until such information becomes available in the public domain; furthermore, such information must not be used by the Purchaser for purposes which differ to those relating to the use of the Equipment without the prior written consent of the Seller.

10.2 The Seller shall retain the ownership of the patents, copyrights, trade secrets, design rights and any other Intellectual Property Rights relating to the Equipment and, with the exception for what is expressly agreed in this agreement, the Purchaser shall not acquire any intellectual property rights, including technical information, know-how, designs and specifications provided by the Seller and concerning the Equipment.

10.3 The trademarks and any other brand which identifies the Seller and those belonging to any other company connected to or controlled by the Seller shall be used respecting the destination impressed to it by the Seller in the way as the Seller applies it to the Equipment or to the related documentation.

10.4 The Purchaser shall promptly give notice in writing to the Seller in the event that it becomes aware of any claim that any Equipment or the manufacture, use, sale or other disposal of any Equipment infringes the rights (including intellectual property rights) of any third party ("IP Claim").

The Purchaser shall:

- a) Grant the Seller the right to assume sole authority for the conduct of the defense or settlement of such IP Claim or any related negotiations; and
- b) Promptly provide all reasonable information and assistance as the Seller may request.

In the defense or settlement of the IP Claim, the Seller may, at its option:

- a) Obtain for the Purchaser the right to continue using the Equipment in accordance with this Agreement; or
- b) Replace or modify the Equipment so that it become non-infringing; or,
- c) If such remedies are not reasonably available, terminate this Agreement forthwith by notice in writing, refunding the price paid by the Purchaser for the Equipment and without any further liability to the Purchaser.

The Seller shall have no liability in any circumstances if the alleged IP Claim is based on:

- a) specifications provided by the Purchaser;
- b) Modifications, repairs or remedial work to the Equipment by anyone other than the Seller;
- c) the combination of the Equipment with products not manufactured by the Seller;
- d) Use or maintenance of the Equipment not in compliance with the instructions of the Seller.

10.5 The foregoing are the Purchaser's sole and exclusive rights and remedies, and the Seller's entire obligations and liability, in the event of any IP Claim notified under this article.

11. GUARANTEE

11.1 The Seller undertakes to repair or replace, at its discretion, or to appoint a third authorized party to repair or replace any Equipment supplied to the Purchaser in the event that a defect is noticed in the materials or in the manufacturing, in a condition of ordinary and correct use and maintenance provided that:

- a) the Equipment has been used for the purpose for which it was intended and that it has been used and handled in accordance with the operating instructions;
- b) the complaint is promptly notified to the Seller in writing;
- c) unless it is otherwise agreed or specified by the Seller in writing, the defect is noticed within 18 months from the shipment date, or 12 months from the date of the SAT/Setting up, whichever occurs first;
- d) the Equipment has not been repaired or modified by anyone other than the Seller or any third authorized party so appointed.
- e) the Purchaser has punctually respected the agreed payment conditions.

11.2 In the event that the Equipment or part of the Equipment is not manufactured by the Seller, the liability of the Seller shall be limited to the guarantee granted to the Seller by the supplier/manufacturer, unless not differently required by law.

11.3 In case of replacement, the Purchaser shall return the defective Equipment to the Seller within the term of ten (10) days from the delivery of the replaced Equipment.

11.4 The guarantee shall not be extended to those parts subject to ordinary wear and tear and to those damages caused by inexperience or negligence of the Purchaser, nor shall it include damages caused by an incorrect use or the use in unsuitable environments in breach of the instructions supplied by the Seller, or by using materials different from those supplied during the operational testing activities. The return to the Seller of any products by the Purchaser shall not be deemed as an acknowledgement of the Seller in regard of the contested defect. The Purchaser shall not be entitled to delay, withhold and/or set off the payment of the goods which are not the subjects of a guarantee claim.

12. LIQUIDATED DAMAGES

12.1 The Seller will endeavor to meet the delivery dates specified in the Agreement. In the event that the Seller is not able to meet the delivery dates of the Equipment or of part thereof, the Seller shall promptly notify the Purchaser indicating the reasons for the delay and the expected delivery date. In the event of delay due to the Seller's exclusive fault, the Purchaser shall have the right to claim, a compensation provided for in the following clause

12.2 In the event that the Seller is not able to deliver the Equipment within the agreed date, as extended by a two weeks grace period, due to the Seller's exclusive fault, the Purchaser shall be entitled to claim liquidated damages in the amount of 0.5% of the price of the undelivered goods per full week of delay, up to a maximum of 5% of the price of the Equipment. It is hereby agreed that the payment of the foregoing liquidated damages shall be the exclusive remedy of the Purchaser against the Seller for delay in delivery of the Equipment. If the delivery of the Equipment is not made within twelve weeks after the agreed date, due to the Seller's exclusive fault, the Purchaser shall be entitled to consider such delay in the delivery of the Equipment as a substantial breach by the Seller.

12.3 Any liquidated damages payable under this article must be claimed by the Purchaser not later than thirty (30) days after the agreed delivery date. If no claim for liquidated damages will be raised within the aforementioned term, any right to liquidated damages shall be considered definitively waived.

13. LIMITATION OF LIABILITY

13.1 Notwithstanding anything in this Agreement to the contrary, in no event shall either party be liable for loss of profit or any indirect, special or consequential damages and losses in connection with its performance under this Agreement or any breach thereof (including without limitation, damages resulting from loss of use, loss of profits, interruption or loss of business, lost goodwill, lost revenue and lost opportunity).

13.2 The total aggregate liability of the Seller to the Purchaser under the Agreement or otherwise shall not exceed the lesser of the purchase price agreed for the Equipment supplied or € 3.000.000 (three million euro).

13.3 The foregoing limitations of liability shall not apply in case of death, personal injury, willful intent or gross negligence.

14. CONFIDENTIALITY

14.1. The Receiving Party undertakes and agrees with the Disclosing Party as follows:

- a) To take all necessary steps to hold Confidential Information in confidence;
- b) Not to use or permit the use of all or any part of the Confidential Information except for the administration and implementation of this Agreement;
- c) To disclose the Confidential Information only to its group member's officers, employees and agents having a need-to-know for the administration and implementation of this Agreement; and
- d) Not to disclose, transmit, communicate or make available the Confidential Information to any other third party and not to permit any of the foregoing.

14.2. The Receiving Party agrees that each officer, employee and agent having access to Confidential Information will be advised as to the confidentiality of such Confidential Information and will act in a manner to effect full compliance with the terms of this Agreement. The Receiving Party shall be responsible for any breach by any such officer, employee and agent.

14.3. The Receiving Party further agrees to return to Disclosing Party, upon written request, all and any physical embodiments or electronic versions of Confidential Information disclosed under this Agreement.

14.4. This Agreement will be kept confidential by the Parties. Accordingly they will not be disclosed in whole or in part by any Party to any third parties (except as may be required by law) without the prior written permission of the other Party.

14.5. The Parties acknowledge and agree that they are not entitled to make any announcement or publication regarding this Agreement or their relationship under it without the other Party's prior written consent.

14.6. The obligations under this Article 14 shall survive termination of this Agreement, however arising, for a period of five (5) years.

15. FORCE MAJEURE

15.1 The Parties shall not be responsible for any failure or delay in performance of their respective obligations or for any loss, cost, damage, expense and penalty whatsoever to the extent due to a Force Majeure Event. Notwithstanding the foregoing, a Party's inability to make payment due to lack of funds shall not be considered a Force Majeure Event.

15.2. On the occurrence of a Force Majeure Event, the Party affected shall promptly give written notice to the other, and shall be excused from performance of the affected obligations for so long as the Force Majeure Event and the effects thereof continue. The Party affected shall make all reasonable efforts to remove the Force Majeure Event as promptly as reasonably practicable and shall resume performance of its obligations hereunder forthwith upon the cessation of such Force Majeure Event and the effects thereof.

15.3. If performance is still delayed or prevented by a Force Majeure Event after the expiry of six (6) months from the date of first delay or prevention, either Party may terminate the Agreement for convenience by written notice to the other Party and without any obligation to pay damages to the other Party as a consequence of such termination.

16. SUSPENSION/TERMINATION FOR CONVENIENCE

16.1 The Purchaser may, for any reasons whatsoever and at its sole discretion, terminate this Agreement. In such case, it must give written notice to the Seller. In case of termination under this article:

- The Seller shall deliver and transfer to the Purchaser the ownership of the materials and the works completed at the date of the termination
- The Purchaser shall pay to the Seller the part of the purchase price which corresponds to the value of the Equipment already manufactured and work already performed up to the date of termination for convenience (the "Termination Fee"). the Termination Fee shall not exceed the amount of the total purchase price, as may be appropriately adjusted and reduced in consideration of the payments already effected.

16.2 Furthermore, the Purchaser may for any reason whatsoever suspend the performance of the Agreement by giving written notice to the Seller. The Seller shall not be obliged to accept suspension for more than four (4) months even cumulatively. Therefore, in the event that the suspension will last for a longer period, the conditions for termination for convenience under Article 16.1 shall automatically apply.

17. TERMINATION FOR BREACH

17.1 Without prejudice to any other rights or remedies to which the Seller may be entitled, the Seller shall have the right to terminate this Agreement with immediate effect and without any liability if the Purchaser:

- delays payment of any amount due to the Seller under this Agreement for a period exceeding thirty (30) days from the agreed deadline;
- fails to collect the Equipment within thirty (30) days from the agreed term; or
- commits a material or persistent breach of any other terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of being notified in writing of the breach; or
- is declared insolvent or bankrupt; makes an assignment or another arrangement for the benefit of its creditors; has all or any substantial portion of its capital stock or assets expropriated by any governmental authority; is dissolved or liquidated (except as a consequence of a merger, consolidation or other corporate or reorganization not involving the solvency of such Party).

17.2 In case of termination for breach under this article, the Seller shall have the right to retain the amounts paid by the Purchaser up to the date of termination as a lump-sum compensation for damages suffered, including indirect damages, expenses and costs, save for compensation for any additional damages incurred and without prejudice to additional and/or other rights.

18. ANTI-BRIBERY - ORGANISATIONAL MODEL

18.1. Each Party undertakes and agrees:

- a) To comply with all applicable legislation relating to anti-bribery and anti-corruption, to have and maintain throughout the term of this Agreement its own policies and procedures to ensure compliance therewith, and to enforce them where appropriate; and
- b) To promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Agreement.

In this respect, the Purchaser declares that is aware of the circumstance that IMA and its Affiliates having their site in Italy have adopted their own Organizational Model as provided for by the Italian Legislative Decree 231/01.

The Purchaser undertakes to comply with the Organizational Model acknowledging that any behavior which contravenes its principles shall entitle the Seller to immediately terminate the Agreement. The Organizational Models are available on request.

19. MISCELLANEOUS

19.1 The Purchaser shall not assign or transfer the rights deriving from the Agreement without the prior written consent of the Seller. Provided that the Seller shall remain liable to the Purchaser for its obligations undertaken, the Seller may entrust part of the supply obligations to be carried out by one or more of its Affiliates which will perform such obligations in accordance with this Agreement

19.2 In the event any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held illegal, invalid or unenforceable, in whole or in part, by a competent authority, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The legality, validity and enforceability of the remaining provisions shall not be affected thereby and shall remain in full force and effect.

19.3 This Agreement shall constitute the entire agreement between the Parties and set forth the entire terms and conditions under which this Agreement will be performed. There are no other agreements, oral or written, with respect to the subject matter of this Agreement, and all oral and written correspondence relating to the subject matter hereof are superseded by this Agreement. This Agreement shall be binding on the Parties and their respective successors and permitted assigns.

19.4 The Purchaser hereby declares that the person who will implement the Purchase Order and will accept any Offers shall have the full powers to act on behalf of the Purchaser.

19.5 No action or inaction by either Party shall be construed as a waiver of Seller's rights under this Agreement or as provided by law. None of the terms of this Agreement may be waived except by an express agreement in writing signed by the Seller. The failure or delay of the Seller in enforcing any of its rights under this Agreement shall not be deemed a continuing waiver of such right. The waiver of one breach hereunder shall not constitute the waiver of any other or subsequent breach.

19.6 The safety manuals and instructions of use relating to the Equipment shall be supplied by the Seller free of charge and, if necessary, will be photocopied by the Purchaser. The Purchaser shall be entirely responsible for the implementation of the contents of all of the safety manual and the instructions of use supplied by the Seller. Furthermore, the Purchaser must ensure that the persons who use, repair or manage in any way the Equipment receive appropriate safety instructions and instructions of use.

20. GOVERNING LAW AND DISPUTE SETTLEMENT

20.1 The Agreement and these Terms and Conditions of Sale shall be governed by and construed in accordance with the laws of the country where the Seller has its seat without reference to conflicts of laws principles.

20.2 Except as provided for in paragraph 20.3 below, the Purchaser and the Seller agree that any and all disputes arising out of or in connection with the Agreement and these Terms and Conditions of Sale including any question regarding their existence, validity or termination shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("ICC") before a panel of three arbitrators appointed in accordance with the said Rules. The arbitration shall be held in English language. The expenses of the arbitration shall be borne by the losing party.

The arbitration shall take place in Rome for any dispute arising out of or in connection with Equipment/s supplied by I.M.A. Industria Macchine Automatiche S.p.A. or one of its Affiliates having their seat in Italy or in other countries different from those listed here below:

- in Paris for any dispute arising out of or in connection with Equipment/s supplied by IMA's Affiliates having their seat in Europe, Switzerland and UK.
- in New York for any dispute arising out of or in connection with Equipment/s supplied by IMA's Affiliates having their site in the U.S.A.
- in Moscow for any dispute arising out of or in connection with Equipment/s supplied by IMA's Affiliates having their site in Russian Federation;
- in New Delhi for any dispute arising out of or in connection with Equipment/s supplied by IMA's Affiliates having their site in India.
- in Kuala Lumpur for any dispute arising out of or in connection with Equipment/s supplied by IMA's Affiliates having their site in Malaysia.
- in Buenos Aires for any dispute arising out of or in connection with Equipment/s supplied by IMA's Affiliates having their site in Argentina and/or Brasil.

20.3 Any dispute arising out of or in connection with this Agreement and these Terms and Conditions of Sale, including any question regarding its existence, validity or termination and related to Equipment supplied by IMA's Affiliates having their site in the People's Republic of China shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the SIAC Arbitration Rules for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of three arbitrators and the language of the arbitration shall be English.

20.4 The Seller shall be entitled to start legal proceedings before the Court where the Purchaser's has its site in the event that the dispute concerns payments which are due to the Seller under this Agreement and these Terms and Conditions of Sale.

SIGNATURE OF THE PURCHASER

SIGNATURE OF THE SELLER

The Parties acknowledge and confirm that have read and understood the terms and conditions set out in articles nn. 5 (Payment), 11 (Guarantee), 12 (Liquidated damages), 13 (Limitation of liability), 17 (Termination for breach), 20 (Governing law and dispute settlement) of this Agreement.

SIGNATURE OF THE PURCHASER

SIGNATURE OF THE SELLER
