

## GENERAL STANDARD TERMS AND CONDITIONS

UNLESS OTHERWISE SET FORTH IN THE SPECIFIC TERMS AND CONDITIONS OF SALE, THE FOLLOWING GENERAL STANDARD TERMS AND CONDITIONS ARE APPLICABLE TO THIS CONTRACT

### Art. 1 CONTRACT

1.1 (**Subject**). The term "goods" includes any tangible assets expressly included in the Contract. The term "machine" refers to any machinery, lines of machines and plants.

1.2 (**Coming into force**). This Contract will take effect as from the signing of the legal representatives of the parties, or the person in charge who, during the commercial dealing, has caused the other party to believe, in good faith, he had the authority to bind his own company.

1.3 (**Binding data**). Only the data specified in the Contract and formally communicated by SELLER to BUYER during the Contract completion are binding. All the other data (descriptions and technical data stated in the catalogues, Web site and any other advertising materials) are merely indicative.

### Art. 2) DELIVERY TIME

The delivery dates specified herein are to be regarded as approximate. BUYER shall be entitled to terminate this Contract and claim the repayment of the sums already paid, only in case delivery has been delayed beyond 120 working days.

### Art. 3) PAYMENT

3.1 (**Payment**) Unless otherwise set out in the Contract, BUYER shall make all payments on the agreed dates, even if goods have not been inspected yet. SELLER shall be entitled to charge interests on delayed payments according to the highest amount permitted by law.

(**Observance of the obligations**) BUYER's failure to perform any of the obligations relating to the purchase of the machines, shall relieve SELLER from any delivery and installation obligation until BUYER cures such failure. If, 30 days after the delivery date specified in Art.2) hereof, SELLER could not ship the goods due to BUYER, SELLER shall be entitled to debit BUYER with costs for goods storage, keeping and handling at the max. rate of 0,20% of the Contract price per month, or fraction of a month, exceeding 15 days. Such cost, as well as the interest due for delayed payment, shall be paid cash before shipment. BUYER's non-fulfilment after the machines have been shipped and installed, shall relieve SELLER from any obligation until BUYER fulfils his obligations.

### Art. 4) RETENTION OF TITLE

SELLER reserves the title to the goods delivered until full payment of the relevant price. BUYER shall take all necessary measures to execute the title retention to SELLER's advantage as well as to

protect the property rights of SELLER. SELLER shall be authorized to take, at BUYER's expenses, all necessary measures to secure retention of title against third parties.

### Art. 5) GOODS DELIVERY AND PACKAGING

Goods shall be delivered "FCA SELLER's factory" (INCOTERMS 2000).

The machines will not be packaged, but simply secured to the selected transportation means and protected as is usual in the field according to the type of transportation means selected.

Loose parts and other goods will be shipped suitably protected and/or packed according to their typology.

### Art. 6) ASSISTANCE TO INSTALLATION AND START-UP OF THE MACHINES AND TRAINING TO BUYER' STAFF

6.1 (**Job execution**). This service, which is included in the price and is in accordance with the terms and conditions stated below, will be carried out with the assistance of SELLER's technician/s (hereinafter referred to as "SELLER's technicians").

SELLER's technicians shall provide the following services only: (1) assistance to the installation of the machines; (2) full-load start-up of each single machine or group of machines; (3) practical training to BUYER' staff.

SELLER will decide the number of technicians to be sent depending on the type of plant supplied; therefore, the period of this service will change accordingly.

SELLER's technicians will keep a factory-book for the written day-to-day documentation of the installation work progress.

Everyday, BUYER's foreman shall be entitled to sign the factory-book and write down his own remarks. Provided the pertinent authorities have issued the necessary entry visa, SELLER's technicians will reach the installation site within 15 days as from BUYER's written request specifying that the following works have been completed according to SELLER' specifications: (i) walls, flooring and roofing of the site; (ii) machine foundations; (iii) installation of electric/water feeding lines; (iv) arrangement for BUYER' staff to help SELLER's technicians and for the required handling equipment and whatever else needed for the plant installation.

All expenses, costs, raw materials, consumables and everything needed to perform the start-up and operating tests at BUYER' site as well as to carry out the practical training to BUYER' staff, will be at BUYER's charge.

Any working day rendered unproductively by SELLER's technicians at BUYER's factory for reasons beyond SELLER's control, will be charged to BUYER by applying the tariffs in force fixed by A.C.I.M.M.

(Association of Italian Marble Machine Manufacturers).

6.2 ("**Certificate of executed installation, start-up and training**"). When the practical training to BUYER' staff has been carried out and the full-load start-up has been positively concluded, BUYER shall promptly sign the "CERTIFICATE OF EXECUTED INSTALLATION, START-UP AND TRAINING" as prearranged by SELLER.

However, should BUYER fail to make an official written complaint to SELLER within 10 days as from the completion of full-load start-up and training as duly notified in writing by SELLER, the machine fullload start-up and training to BUYER' staff will be deemed as carried out with positive outcome even if BUYER has not signed the relevant "CERTIFICATE OF EXECUTED INSTALLATION, START-UP AND TRAINING".

## Art. 7) WARRANTY

7.1 (**Subject of the warranty**). Under the provisions of the article hereto, SELLER undertakes to deliver machines complying with the Contract, free from defects such as to make them unsuitable for the purposes for which they are built. Any goods other than machines shall be excluded from the warranty.

7.2 (**Extension of warranty**). SELLER shall not be held responsible for any compliance defects of machines or faults due, even indirectly, to:

- a. drawings, plans, information, software, documents, specifications, instructions, materials, and whatever supplied, indicated or ordered by BUYER or by third parties acting on its behalf in whatever capacity, whether built-in or not in the machine;
- b. normal wear of those parts which, by definition, are subject to rapid continual wear (e.g.: washers, belts, brushes, fuses, etc.);
- c. failure to abide by the rules specified in the instruction manual and anyway due to bad or wrong use of the machine;
- d. changes or repairs made by BUYER without the prior written consent of SELLER;
- e. the fact that the installation has not been carried out directly by SELLER or, at least, under the control of SELLER' skilled personnel;
- f. BUYER's wrong realization and execution of the foundations.

7.3 (**Term of warranty**). This warranty will be effective for **6 months** as from the date on which the "CERTIFICATE OF EXECUTED INSTALLATION, START-UP AND TRAINING" is signed (Art. 6.2).

The warranty for parts replaced or repaired shall expire on the same day the machine warranty expires.

7.4 (**Expiry**). In any case, this warranty expires if one of the following event occurs:

- a. the warranty specified hereinbefore is expired;
- b. 18 months after the notice of goods ready to be delivered;
- c. BUYER does not allow SELLER to carry out any reasonable inspection of the machine it may request;

- d. BUYER fails to promptly return a defected piece after SELLER (at its cost) requests it to do so;
- e. BUYER fails to notify the compliance defect or fault of the machine to SELLER as per Art. 7.5).

7.5 (**Notification of compliance defects**). BUYER shall notify the compliance defect or fault of the machine to SELLER specifying in writing the type of said defect, within 5 days as from the moment in which it has discovered, or should have discovered, such defect or fault by careful examination. In no case shall the provisions of Arts. 40 and 44 of the Vienna Convention on international contracts for the sale of goods apply.

7.6 (**Repairs or replacements**). Following a regular complaint by BUYER pursuant to Art. 7.5, SELLER shall make (or have an outside party make) the repair or, at its discretion, the replacement of the defective or flawed parts.

The parts replaced belong to SELLER who, within 60 days as from their replacement at its cost, could ask BUYER to return such parts to its address.

7.7 (**Distribution of expenses**).

- a. the cost of SELLER's technicians (or of outside parties entrusted with the job) shall be at SELLER's cost;
- b. the spare parts, delivered FCA SELLER's factory, shall be at SELLER 's cost;
- c. BUYER shall bear the shipping and customs clearance expenses of any possible spare part, as well as the round trip and board and lodging of SELLER's technicians.

7.8 (**Limitation of SELLER's liability**). The warranty provided for herein shall replace all guarantees or liabilities provided by law, and shall exclude any other warranty and/or liability of SELLER. In particular, BUYER shall not make claims for compensation of losses and/or direct, indirect or consequential damages (including loss of production, sales, profits, claims for damages from third parties, etc.), price reductions or termination of the Contract.

## Art. 8) TECHNICAL DOCUMENTATION

After the Contract has been implemented, SELLER will supply BUYER with the following documentation in English. In case operating systems are required, they will be supplied only in English.

- final layout with sections and dimensions of the sheds;
- foundation layout and standard working drawings of the foundations, realized in conformity with the Italian rules, dimensioned to bear a ground admissible load of 1,5 kg/cm<sup>2</sup> in a non-seismic zone and executed with graphic representation according to the European standards (**UNI EN ISO 5455 rule**). Before building the foundations, BUYER, at its cost, shall provide and be responsible for having the foundation drawings verified and modified, if required, by a chartered civil engineering office according to the characteristics of both resistance and seismicity of the ground where

the foundations will be built and the local current regulations.

- layout of the electric, water and pneumatic feeding points, with specifications of the electric energy and water requirements;
- operating and maintenance manuals of the machines, and relevant wiring diagrams (supplied together with the machines) (for EC countries, these documents shall be provided in the relevant language).

SELLER is neither liable for the correct execution of the civil works by BUYER, nor is it bound to check the execution of the on-going works, SELLER's responsibility being limited only to the accuracy of the drawings and specifications which are officially supplied in writing.

#### Art. 9) SAFETY STANDARDS

9.1 (**Site safety and healthiness**). BUYER will be the sole responsible for adjusting its factory to all local directives or rules pertinent to safety, operators' healthiness and noise, air and water pollution.

9.2 (**Machine safety**). Unless the Contract expressly provides for their compliance to the EC safety rules, SELLER's machines do not conform to any specific rule pertinent to the operator' safety and health (including sound, air and water pollution).

Cont'd: Art. 9) SAFETY STANDARDS

The Contract does not include the supply of safety barriers and sound-deadening cabinets. SELLER's machines conform with "CENELEC" regulations and standards for the design and electrical components. BUYER will be the sole responsible for the noncompliance of the supplied machines with any possible safety, health and pollution directives, directions and rules which are locally applicable.

SUPPLIER shall not be held responsible for any direct or indirect damage to persons or things caused by the lack of suitable safety barriers and sound-deadening cabinets for the purchased machines.

Goods destined to countries belonging to the European Community (EC) conform to the 98/37/CE Machinery Directive.

#### Art. 10) NON-COMPETITION CLAUSE

Unless SELLER's prior written consent, BUYER undertakes not to establish any business relation with SELLER's technicians (including the technicians appointed by SELLER) which have provided technical assistance at BUYER's factory.

#### Art. 11) "PRE-SHIPMENT INSPECTION"

Any possible inspection can be carried out only in Belgium, before the shipment of the goods, and can be requested only in the form of "PRE-SHIPMENT INSPECTION" to an international, specialized, independent and qualified organization as "SGS" or suchlike, and all related costs shall be at BUYER's charge, non included the price of the supply and to be paid cash before the shipment.

#### Art. 12) KNOW-HOW AND TRADE SECRETS

Any drawing, document, technical information or software concerning the manufacture, delivered to BUYER before or after the drawing up of the Contract, shall remain the sole title of SELLER.

Said drawings, documents, technical information or software shall be considered in all respects as knowhow and trade secrets, whether or not marked as "CONFIDENTIAL", and they could not be exploited by BUYER for purposes outside the terms of this Contract, nor shall they be copied, reproduced, transmitted or made known to third parties unless necessary for the Contract execution and subject to confidentiality commitment of the third party.

#### Art. 13) SUPPLY EXCLUSIONS

SELLER's supply includes only what is expressly mentioned hereof. Any possible non-specified service, supply and obligation is at BUYER's full charge and responsibility and is not included in the price of the Contract.

In particular, the Contract does not include the supply of: tools and consumables, lubricants, materials and raw materials for the test-run and production start-up, personnel, electric energy, water, gas, all civil works, safety barriers and sound-deadening cabinets, engineering, advices, etc.

#### Art. 14) FINAL PROVISIONS

14.1 (**Legal text**). Should the Contract be stipulated in more than one language, the English text shall constitute the only legal text.

14.2 (**Invalid provisions**). Should any term or provision hereof be determined to be invalid for any reason, such invalidity shall not affect the validity of the remaining provisions of this Contract.

14.3 (**Titles**). The title of the general conditions hereto, as well as the titles of the articles contained herein are purely indicative and shall not entail any limitation to the provisions ensuing from the same.

14.4 (**Contract assignment**). This Contract could not be assigned by one of the parties without the written consent of the other party.

14.5 (**Confidentiality**). The Parties shall make no representations to third parties with respect to this Contract, their relationship, their conduct, or their rights or obligations, except as compelled by legal, accounting or regulatory requirements.

14.6 (**Amendments**). Any possible change of the Contract proposed by BUYER shall involve its amendment subject to SELLER's written acceptance and vice versa.

#### Art. 15) SETTLEMENT OF DISPUTES AND APPLICABLE LAW

The provisions of the Vienna Convention on international contracts for the sale of goods dated 11th April 1980 shall be applied to this Contract, insofar as not amended by the terms and conditions set forth herein.

All disputes arising in connection with this Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of



Commerce by one or more Arbitrators appointed in accordance with said Rules.  
The International Chamber of Commerce shall also decide the applicable law to this Contract.

Place of jurisdiction shall be Leuven, Belgium and the language of Arbitration shall be English.