

/GENERAL SUPPLY TERMS AND CONDITIONS



/General Terms

These “General Supply Terms and Conditions” (the “General Conditions”) shall constitute an integral part of all contracts of sale or delivery of products by Mobil 3 S.r.l. The "General Conditions" are drawn up in compliance with current legislation, and constitute the legal basis of each contract concluded by Mobil 3 S.r.l. The "General Conditions" shall prevail over any customer purchase conditions and form an essential part of the supply contract executed by Mobil 3 S.r.l. in favor of the customer. The following "General Conditions" therefore concern all contracts and all orders executed, even if not expressly confirmed by the Customer. The "General Conditions" are deemed to be automatically accepted by the Customer with the first Product supply.

/Contract Elements

The following documents are integral part of the contract concluded by Mobil 3 S.r.l. : 1) the “General Supply Terms and Conditions”, which are deemed as applicable and irrevocably accepted by the Customer, once the first supply of the Product has been made, regardless of the explicit acceptance in writing by the Customer ; 2) the order’s confirmation ; 3) any technical document or report sent by Mobil 3 S.r.l. to the Customer for any reason ; 4) the waybill ; 5) the possible proforma invoice ; 6) the invoice.

/Orders and Contract Formalization

Order means any document which includes the identifying elements of the supply, such as quantity, product type, and price. The order shall be received by Mobil 3 S.r.l. in writing, possibly on the order’s form included in the price list, downloadable from the Technical Area of the website www.mobil3srl.com . The order is deemed as accepted only after reception of Mobil 3 S.r.l. order’s confirmation, even if submitted by sales representatives or support staff operating on behalf of Mobil 3 S.r.l. The possibility to modify already sent order’s confirmations shall depend on the fulfillment status and shall be verified each time by Mobil 3 s.r.l. Sales Department.

/Prices

Mobil 3 S.r.l. shall state the Products’ prices in the order’s confirmation sent to the Customer. Unless otherwise agreed, prices shall be considered net of any tax or expenditure, ex works and in Euros. Mobil 3 S.r.l. reserves the right to modify prices, as well as the “General Conditions” at any time and without prior notice at its own discretion.

/Characteristics and Conditions of the ordered Products

Mobil 3 S.r.l. is committed to supply the product in compliance with the technical details as defined in the Technical Information Sheet in the current price list. The Customer shall be solely responsible for the use of the supplied Product. Mobil 3 S.r.l. shall not be deemed responsible in case of improper or unauthorized use or use other than that indicated in the technical documents, which can be requested to Mobil 3 S.r.l. Technical Office. The delivery of the Product to the Customer shall be deemed as definitive acceptance, and irrevocable proof that the Product corresponds to their necessities and is suitable for the specified use and destination. Pictures and samples are for reference only and the Customer shall not base any complaints on possible differences between the supplied Product and the samples.

/GENERAL SUPPLY TERMS AND CONDITIONS



/Product Packaging

Mobil 3 S.r.l. shall provide the Product packed as described in the Technical Information Sheets in the price list. The Customer expressly declares to be aware of the standard packaging method used by Mobil 3 S.r.l. and to deem it suitable for their needs for the purpose of transport, storage and handling. The Customer shall be solely responsible for the correct storage of the Product, which shall be carried out in such a way as to provide the correct preservation of the technical and functional characteristics of the Product.

/Delivery – Transport – Insurance – Customs Duties

Mobil 3 S.r.l. shall be required to comply with the delivery terms specified in the order's confirmation and communicated to the Customer. However, the loading date shall never be deemed as essential and binding for the correct execution of the order. The Customer irrevocably renounces to make a claim for damages, or to request the contract's termination in the event of failure to comply with the delivery terms. The goods are delivered ex works and travel at the Customer's own risk. Mobil 3 S.r.l. shall suspend deliveries at any time, in case of failure to pay the Product within the agreed schedule. Likewise, in any case of non-fulfillment by the Customer, Mobil 3 S.r.l. shall consider the contract terminated. Unless otherwise agreed, the transport shall be executed by carrier with charge of the delivery fee in accordance to the amount stated in the order's confirmation. The Customer shall always and exclusively bear any custom clearance, freight, customs duties and storage costs at destination.

/Quantities Verification and Complaints

At the time of delivery, the Customer shall verify the packaging integrity and the conformity of the packages' number with the amount specified in the waybill. The shipping companies, which are third parties other than the supplier, are responsible for any damage or loss due to transport. Therefore, in case of damaged packaging or missing packages, the annotation "subject to check" is mandatory and must be written on the waybill returned to the carrier, under penalty of forfeiture. Copy of the annotation shall be sent as well to the e-mail address amministrazione@mobil3srl.com to file the claim with the carrier.

In the event of an alleged existence of Product's defects, the Customer shall file the claim within 8 calendar days of delivery, under penalty of forfeiture, by sending to Mobil 3 S.r.l. adequate notice in writing highlighting the defects, the tests that have been carried out and any other information requested by Mobil 3 S.r.l. in order to identify the Product (i.e. : waybill number, reference to the order's confirmation and delivery date, etc.). Materials shall be checked at the Customer's location prior to installation. Any travel cost or other compensations due to failure to control the Product shall not be refunded. If requested by Mobil 3 S.r.l., the Customer shall return the contested Product. Mobil 3 S.r.l. may repair or replace the product at its sole discretion, without this constituting any acknowledgment of responsibility, making a new shipment without transportation fees. In the event Mobil 3 S.r.l. shall not find any defect, the Product shall be sent back to the Customer at the Customer's expense. However, Mobil 3 S.r.l. shall replace the contested product at its sole discretion and without this constituting any acknowledgment of responsibility by sending a new item to the Customer. In the event the Customer does not report to Mobil 3 S.r.l. any evident defect and makes use of, assembles and/or gives the Product to third parties, it shall lose any right to the restoration, replacement and warranty on the product itself. In no case the Customer shall suspend the payment of the Product, even if subject to dispute. The Customer shall not carry out autonomously or make third parties carry out any work on the Product. In this event, the Product shall no longer be guaranteed and Mobil 3 S.r.l. shall not be held liable. In the event the Customer, in the presence of defects, decides not to inform Mobil 3 S.r.l. and makes use, assembles or gives the Product to

third parties shall lose any right to the restoration, replacement and warranty on the product itself. In any case, unless otherwise agreed, the Customer shall be responsible for the disassembling, possible warehousing and disposal of the contested Products, even if accepted by Mobil 3 S.r.l.

/Warranty – Duration

Mobil 3 S.r.l. is required to deliver the Product in full compliance with all applicable regulations and in compliance with the order. Unless otherwise agreed, Mobil 3 S.r.l. guarantees that the Product is supplied as defined by current regulations by the notice of readiness for shipment or delivery by carrier; the Customer accepts, even notwithstanding current regulations, that the warranty starting date corresponds to the delivery date. The warranty will be effective only in case of proper use of the Product, and in case the defect shall not be ascribable, even indirectly, to the Customer or the final user.

/Acceptance

After 8 calendar days from the delivery without complaints, the supplied Product shall be considered definitively accepted and the Customer forfeited the possibility of making any request. In no case after the acceptance, Mobil 3 S.r.l. shall be deemed responsible to replace or restore the Product.

/Force Majeure

Mobil 3 S.r.l. may suspend its supply obligations and the contract with the Customer in any case of force majeure, or in the event the Product is not available. Mobil 3 S.r.l. shall be entitled to invoke force majeure in all cases in which the service should become particularly expensive or impossible. In no case the Customer shall be entitled to invoke force majeure to suspend payments.

/Payments – Changes in the Customer's financial situation – Customer's Credits

The payment of the supplies must be made at Mobil 3 S.r.l., according to the method written in the order's confirmation, unless otherwise agreed. In the event of non-payment or delayed payment of the Product, the interest pursuant to the Legislative Decree 231/2002 in relation to the delay period shall accrue in favor of Mobil 3 S.r.l. Mobil 3 S.r.l. is authorized to issue invoice for interests and send it to the Customer. The invoice shall include the expenses that Mobil 3 S.r.l. shall have beared for this activity. The Customer shall immediately pay the amount due. Mobil 3 S.r.l. shall suspend the supply at its sole discretion and without any obligation to pay damages in case of doubt on the Customer's solvability, in the event of the Customer's subjection to any procedure, composition, both in case of continuity and modification of the organizational or company structure of the Customer. The Customer shall not, for any reason and without Mobil 3 S.r.l. consent, issue debit notes or invoices for credits or charge Mobil 3 S.r.l. amounts for which Mobil 3 S.r.l. has not been specifically acknowledged in writing as debtor. Therefore, the Customer shall not compensate for or withhold amounts due to Mobil 3 S.r.l. without written consent.

/Retention of title

The Product is always supplied with « retention of title », therefore the Product will remain property of Mobil 3 S.r.l. until the debt is extinguished. The Customer shall take any necessary action to protect the aforementioned right and it shall be

responsible for any consequence that may occur to the Product itself. The retention of title shall not imply an exception to the provisions on risk transfer and responsibility for its transportation and storage.

/Responsibility

Mobil 3 S.r.l. shall not be responsible for the Product's defects in the event they are ascribable to : 1) non-compliant, not permitted, anomalous, atypical or particular use ; 2) storage, conservation or handling defect ; 3) normal use of the Product or its deterioration ; 4) failure to comply with Mobil 3 S.r.l. recommendations, indications or suggestions on the Product's maintenance, preservation or use as described in the Technical Information Sheet included in the current price list.

/Liability Limits

In the event of defects acknowledged by Mobil 3 S.r.l. itself, its maximum responsibility is set on the value of the faulty Product. Any responsibility for indirect damages, public image damages, loss of profit, loss of income, operating deficit, line stoppage (even of third parties), or as indirect consequence of the supply is expressly excluded. In no case Mobil 3 S.r.l. shall be liable for damages that the Product may have caused to third parties once the Product has been assembled, alienated independently or jointly to the Customer's product. No other amount, for any reason, shall be claimed by the Customer, who irrevocably accepts the liability limits once the Product has been delivered and they irrevocably renounce to carry out any action, including precautionary or urgency actions, aimed at requesting further compensation other than what has been agreed in these « General Supply Terms and Conditions ». The Customer accepts the Terms with the first supply of the Product, and therefore form an integral part of the contract with the Customer. The « General Supply Terms and Conditions » are available on the website www.mobil3srl.com as well as in Mobil 3 S.r.l. orders' confirmations.

/Jurisdiction and Court of Jurisdiction

The contract with the Customer and its execution shall always be regulated by Italian Law, excluding any validity or enforceability of foreign jurisdictions upon the Customer's request. The exclusive Court of Jurisdiction for any litigation between Mobil 3 S.r.l. and the Customer or that, for any reason, is related or resulting from the supply, is irrevocably established in Venice.

Mobil 3 S.r.l. reserves the right to start legal actions, even precautionary, with different jurisdictions and courts of jurisdiction in order to protect its credit rights.