

Terms and conditions

1. Scope of the supply

These general conditions of contract (hereinafter, "General Conditions") govern and form an integral part of all the contracts (hereinafter referred to as "Supply Contracts") for the supply by Maus Italia S.p.a., with registered office in Bagnolo Cremasco (CR), SP 415 KM 30 (nuova strada di arrocco), tax code, VAT number and registration number in the Register of Companies 00141010199 (hereinafter "Maus Italia" or the "Seller") to its clients (hereinafter individually referred to as the "Customer", and jointly with Maus Italia, referred to as the "Parties") of tube expanders, tube-expanding machines and accessories, electric, electronic, pneumatic and hydraulic equipment for controlled tube expansion (hereinafter, jointly referred to as the "Products"), as better detailed and described, in each case, in the Special Conditions (as provided for hereinafter) of the related Supply Contract.

These General Conditions apply to contracts executed as of 1st of May 2015. Maus Italia's General Conditions are also available:

- at any of Maus Italia's business premises, for any Customer or potential Customer who should request a copy thereof for viewing;
- on Maus Italia's web site <http://www.mausitalia.it>, where these General Conditions can be downloaded.

The general conditions of purchase in force with the Customer, if any, shall not apply to the commercial relationship between the latter and Maus Italia, unless otherwise expressly agreed upon by Maus Italia, it being understood that, in any event, they shall never affect the effectiveness and enforceability of these General Conditions, which, in case of discrepancy, shall always prevail over said general conditions of purchase, if any.

Maus Italia shall reserve the right to modify, supplement and/or amend these General Conditions at any time, it being understood that any modification, supplement and/or amendment shall apply only to those agreements entered into after that these General Conditions so modified, supplemented or amended have been made publicly available on the website <http://www.mausitalia.it>

2. Contract documents

In addition to these General Conditions, each Supply Contract is governed by the terms and conditions of the related Order Confirmation and/or Private Agreement (as provided for hereinafter), which are incorporated into the Supply Contract, forming an integral part thereof (

hereinafter the "Special Conditions"). In case of a discrepancy between the Special Conditions and the General Conditions, the latter shall prevail, where not expressly and specifically derogated from.

Technical documents, designs, print-outs, photographs, booklets, brochures and any information material on the Products are not binding between the parties, it being understood that Maus Italia makes no warranties and undertakes no obligation in connection with the contents thereof.

The technical and contract documents delivered or given to the Customer for viewing, as also any information and any further data and/or technical information which should be disclosed to or learnt by the Customer during the performance of the Supply Contract, shall be treated as strictly confidential; duplication, disclosure and any use other than that provided for in the Supply Contract is strictly forbidden without the prior written authorization of Maus Italia.

3. Execution of the Supply Contract

Each Supply Contract will be intended as executed upon any the following events, alternatively:

- upon receipt by the Customer, including via telefax, of order for the supply of Products signed by the Customer and countersigned by Maus Italia by way of acceptance ("Order Confirmation");
- upon execution and delivery between the Parties of a private agreement covering the supply of Products (the "Private Agreement");
- upon the start of the performance by Maus Italia of the Supply Contract, following receipt of Customer's order.

The Customer's formulation of the order or any other contractual proposal, or the signing of the Private Agreement, covering the supply of Products, entail full acceptance of these General Conditions.

4. Supply of Products

The supply will consist exclusively of such Products as will be shown in terms of quantity, quality and technical/construction specifications in the Supply Contract. Maus Italia may in any case make any changes to the products, where it should deem it appropriate to review the same, or make them compliant with new technical solutions of construction and/or requirements required under applicable laws and regulations.

5. Delivery of Products

Except where otherwise agreed in writing by the Parties, the delivery of the Products is to be

intended ex works. The delivery term will be intended as complied with by Maus Italia if by the final due date of the same the latter has sent the Customer a written notice confirming that the Products are available for collection at its works. Except where otherwise notified in the aforementioned written communication, the Customer shall collect the Products within 7 (seven) days of receipt of the same.

Maus Italia, in case of non-collection of the Products by the Customer within the afore-mentioned term, will be entitled to charge the Customer for every week of delay in collection, as fee for the storage service, an amount equal to 2% (two per cent) of the price of the Supply Contract. If the said delay in collection should be over two months from the forwarding of the afore-mentioned notice, without prejudice to the right of Maus Italia to continue to charge the Customer the afore-mentioned amount until actual collection of the Products, Maus Italia may terminate the Supply Contract by operation of law pursuant to art. 1456 of the Italian Civil Code and retain by way of penalty any downpayments made by the Customer, without prejudice to any further damages. By this Supply Contract, the Customer agrees to duly and promptly inform Maus Italia prior to the delivery of the Products, of any provision of law or regulations such as are applicable in the location where the products are expected to be used, with respect to their manufacturing, composition, specific equipment and/or intended use, including any requirements referring to the contents, form and/or language of the accessory technical documents and user and maintenance manuals, and also undertakes to indemnify and hold harmless Maus Italia from any damage suffered by the latter arising from the Customer's breach of the afore-mentioned obligation. Late or non-compliance by the Customer of the obligations undertaken by contract in the foregoing clause or in other provisions set forth in the Supply Contract (such as, for example, communication to Maus Italia of such technical data and instructions as fall within its sphere of competence, delivery of documents or material required in connection with the execution of tests and inspections, obtaining of permits, licenses or authorizations) will cause the delivery term to be suspended until Maus Italia has received all the documents and/or authorizations that are missing. In any case, the delivery term will be suspended for such time as is reasonably sufficient to enable Maus Italia to change the supply so that it is compliant with any provisions of law or regulations applicable where the Products are to be used, without prejudice, in any event, to the right of Maus Italia to ask the Customer to renegotiate the terms of the Supply Contract if, as a result of the changes to be made, Maus Italia should incur unforeseen and unexpected costs and charges, or indeed to terminate the Supply Contract, by written communication to the Customer, should the latter not consent to the necessary changes as may be required to re-establish the contract's equilibrium.

6. Amendments to the Supply Contract

The Parties may amend, add or terminate this Supply Contract, only under specific written agreement.

7. Transfer of risk

Any risk relating to the Products, including but not limited to the theft, loss or damage will be transferred to the Customer upon the earlier of:

- (i) delivery of the Products to the first carrier at the premises of Maus Italia or,
- (ii) expiry of the term of 7 (seven) days from the the written notice provided for in the foregoing art. 5.

8. Dispatch of Products

Unless otherwise agreed in writing between the Parties, Maus Italia will prepare the packaging and/or crating, and/or, at its own unfettered discretion, will provide for any other measure it should deem necessary for the collection and carriage of the Products. Any further precaution, other modality for packaging or crating such as the Customer may intend to adopt shall be communicated in writing to Maus Italia with sufficient notice to enable the latter to make the necessary arrangements. Unless otherwise agreed by the Parties, the costs incurred by Maus Italia in respect of the foregoing activity will not be included in the price for the Supply Contract and will be charged to the Customer separately.

9. Price

As consideration for the supply of Products to the Customer, the latter will pay Maus Italia the amount shown in the Special Conditions. Unless otherwise provided for in the Special Conditions, prices are ex works, excluding carriage, insurance, taxes and duties of any kind, and any other charges, to be borne in full by the Customer.

10. Terms of payment

Maus Italia will issue invoices for the payment of the price, billing the Customer for the amounts and upon the due dates as provided for in the Special Conditions. The Customer will settle the invoice amounts as billed by Maus Italia within 30 (thirty) days of the date of each invoice, it being understood that each of the said due dates for payment is of the essence under the contract. In case of the Customer's default on payment of the amounts afore-mentioned, Maus Italia will be entitled to interest for late payment to be calculated on the basis of the legal interest rate applicable from time to time and increased by 3 (three) percentage points without prejudice to any further claim Maus Italia may put forward for damages.

11. Acceleration. Termination by Breach. Exclusion of Defences

Default on any one of the terms of payment set forth in the foregoing art. 10 will entail the Customer's loss of the benefit of time-limit for performance, and therefore Maus Italia will be entitled to immediate payment of the full price. Without prejudice to the foregoing, in case of non-payment or late payment, Maus Italia will also be entitled to terminate the Supply Contract pursuant to art. 1456 of the Italian Civil Code and to retain by way of penalty any downpayments made by the Customer, without prejudice to any further damages. Without prejudice to the provisions of art. 1462 of the Italian Civil Code, under no circumstance will the Customer be entitled to put forward claims and defences to avoid or delay the performance due.

12. Financing

Should the Parties have agreed that the supply requires special forms of financing, through a financial leasing company, banking or lending institutions (hereinafter "Lending Entities"), any expense, cost and charge resulting therefrom will be borne by the Customer. Should the Lending Entity default on the payment obligation to Maus Italia, the latter will be entitled to demand of the Customer immediate payment of the amounts increased by interest for late payment as set forth in the foregoing art. 10.

13. Inspection and acceptance of Products

Unless otherwise expressly provided for in the Special Conditions, upon taking delivery of the products, the Customer undertakes to immediately:

- (i) check the quantity and packing of the Products and record any objection in the delivery note;
- (ii) check the Products for conformity with the specifications set forth in the Special Conditions and record any case of non-conformity in the delivery note.

By signing without reservations the delivery note, the products will be intended as fully accepted by the Customer.

Should the Customer be absent at the time of taking delivery or if the aforementioned checks have not been executed or completed for reasons attributable to the Customer, the Products will be intended as accepted for all intents and purposes, including where the delivery note has not been signed by the Customer. In any event, the Products will be intended as accepted upon even partial payment of the first instalment for the supply, with the due date immediately following the execution of the inspections.

It is understood and agreed that any costs and expense arising from inspection operations will be borne solely by the Customer.

14. Warranty

The warranty of Maus Italia covers the Products in case of defects or non-conformity for the period of 1 (one) year, on all mechanical parts, and for 6 (six) months on all the other components of the Products supplied. The warranty does not cover such materials as are subject to normal wear and tear, such as, for example, blades, rolls, pins and cages of tube expanders, cylinder linings that undergo friction or the action of aggressive chemical substances, pads, plastic or rubber seals, joints, etc. The terms of the warranty will run from the delivery date of the Products.

Any defects shall be communicated to Maus Italia, on pain of forfeiture, within and no later than 8 (eight) days of their discovery, by registered letter recorded delivery.

Maus Italia will ascertain in the shortest possible time whether there are the defects reported and if the inspection should reveal that such defects are indeed present, Maus Italia will provide for the repair or, it may decide in its unfettered discretion to replace the defective parts, which shall be returned to Maus Italia. The Customer will bear the costs of the transport of the parts replacing the defective components and travelling, board and lodging of one or more technicians of Maus Italia should their intervention be required for the replacement or repair to be performed on the Customer's premises.

Maus Italia, under this warranty, will only be responsible and liable for the repair or replacement of the defective parts, therefore the Customer will not be entitled to claim any compensation for damage or any indemnity for machine idle-time, loss of production and/or for any other reason. Under no circumstance will the presence of defects or flaws of the products entitle the Customer to suspend or delay the payments owing to Maus Italia.

In any event, the Customer will not be entitled to invoke the warranty and the Customer will forfeit the warranty in the following cases: (a) the Customer has not duly performed its obligations to pay the price for the supply; (b) the Products have undergone unauthorized repair work and/or or other work not authorized by Maus Italia, including any changes as provided for in art. 20 hereinafter; and/or (c) the Customer has omitted to use the Products and/or provide for maintenance thereof in compliance with the instructions and recommendations of Maus Italia, including those contained in the user and maintenance manuals, and in any case, with the utmost diligence.

The warranty set forth in this art. 14 is to be intended as exclusive and replacing any other guarantee established by law for defects and/or flaws of the Products the subject matter of the supply.

15. Installation, mounting and training

The costs for installation and mounting of the Products, as well as for the training of the

Customer's staff are not included in the price provided for in the foregoing art. 9. Performance of the aforementioned actions by Maus Italia, if requested by the Customer, will therefore be fully chargeable to the latter and will be separately billed on the basis of the "conditions and rates for external work" as applicable from time to time by Maus Italia.

16. Safety

It shall fall to the Customer to inspect safety devices applied to the Products and adopt, bearing the related expenses, any protection and/or precaution as should be necessary to meet the requirements as applicable in the Country wherein the products are to be used.

The acceptance of Products pursuant to the foregoing art. 13 also entails the exemption of Maus Italia from any liability relating to the conformity of the same with the standards and requirements applicable in the Country wherein they are to be used, including, without limitation, requirements in matters of safety and accident prevention. Hence, the Customer will indemnify and hold Maus Italia harmless from and against any demand, claim, action or request for compensation put forward by third parties in connection with the afore-mentioned matters arising from the distribution and/or use of Products not compliant with the requirements applicable in the Country wherein the same are to be used.

17. Transfer of title

Title to the Products will pass to the Customer only upon full payment of the price provided for in the foregoing art. 9, without prejudice to the provisions set forth in art. 7 on the transfer of the risk. In addition, from the moment of taking delivery, as provided for in the foregoing art. 5, and until the actual transfer of the ownership title, the Customer will be the custodian of the Products and shall therefore be required to store them with the utmost diligence, providing for their maintenance; until the transfer of the ownership has been effected, the Customer will not sell or otherwise dispose of the Products or any part thereof, will not lease them out, transfer them or loan them for use to third parties or use them other than for the purposes set forth in the Supply Contract, and neither will the Customer, without prior written approval of Maus Italia, have the Products moved from the site where they were first installed.

18. Assignment of rights

The Customer shall not assign any of his rights nor shall he delegate to third parties the performance of any of the obligations arising from the Supply Contract, without the prior written consent of Maus Italia.

19. Changes to the Products

The Customer will not make any changes to the Products nor shall he be entitled to remove or make any additions or changes to labels, plates, markings and any other feature carried by the Products, without the prior written consent of Maus Italia.

In case of non-compliance with the foregoing, the Customer shall exempt Maus Italia from any liability arising from the conduct of the Customer, indemnifying and holding Maus Italia harmless from any and all liability, charges, expenses, claims of third parties and loss – direct, indirect or connected therewith – incurred and/or suffered by Maus Italia as a consequence of such conduct.

20. Intellectual property rights

The Customer also agrees to refrain from using and refrain from consenting that others use in any way, except to such extent as is necessary in connection with the performance of the Supply Contract, any and all ideas, project, designs, trademarks, trade names, signs, company names, inventions, utility models, service marks, copyright (including any future copyright), intellectual work, schema, software, patent, know-how, distinctive sign and any other related rights in any form, regardless of whether it is registered or not, and including any other rights created or arising from the performance of the Supply Contract, referring to or incorporated into the Products, the Supply Contract and/or in any component of the supply (including, without limitation, accessory technical and information material and the user and maintenance manuals), or in any case used by Maus Italia or companies of its group (hereinafter generally referred to "Intellectual Property"). The Customer therefore agrees to refrain from applying for and cause that users refrain from applying for the registration of or claim any rights over the said Intellectual Property and to inform Maus Italia immediately should there be any claim, complaint, or threat put forward by third parties in connection with the said rights.

21. Termination of the Supply Contract

The Supply Contract will be automatically terminated upon the forwarding of written notice of termination to the Customer by Maus Italia, if the Customer becomes insolvent or is unable, or admits inability, to timely pay its debts as they fall due or a petition has been filed to open bankruptcy proceedings, or composition proceedings, judicial moratorium, or other insolvency proceedings or if the Customer resolves or is made to wind up his company.

As well as in the other cases specifically provided for in these General Conditions or in the Special Conditions, the Supply Contract will equally be terminated by operation of law, pursuant to art. 1456 of the Italian Civil Code, upon written communication by Maus Italia of its intention to exercise his rights under this clause should the Customer be in breach of one or more obligations under the following clauses:

Art. 2 Contract Documents;

Art. 9 Price;
Art. 12 Financing;
Art. 13 Inspection and acceptance of Products;
Art. 16 Safety;
Art. 17 Transfer of title;
Art. 18 Assignment of rights;
Art. 19 Changes to Products;
Art. 20 Intellectual Property rights.

The Supply Contract will also be terminated in case of violation by the Customer of any clause of the Supply Contract, where the written warning sent by Maus Italia to the Customer to perform the contract has not been acted upon, after 15 (fifteen) days of receipt of the same by the Customer, without prejudice to damages.

22. Limitation of liability

The Customer is not entitled to any further right or remedy other than those provided for with reference to the warranty and set forth in art. 14. More specifically, Maus Italia will not be liable to pay any indemnity predicated on breach or non-performance of contract, for any loss, either direct or indirect, loss-related cost, loss of earnings or loss of opportunity, incurred or suffered by the Customer for the use, or non-use, or installation of the Products, except in the case of wilful wrongdoing or gross negligence of Maus Italia.

Maus Italia will exert its best efforts to ensure that the Products are delivered by the agreed due dates, however, under no circumstance will it be answerable for damage directly or indirectly caused from late execution of a contract or late delivery of Products.

Catalogues, price lists or other advertising material of Maus Italia are to be treated as providing merely an indication of the type of Products and related prices, and Maus Italia will not be bound to the information provided therein. Maus Italia will not be liable for any errors or omissions contained in its price lists or in its advertising material.

23. Applicable law – Jurisdiction

These General Conditions and the Supply Contract will be construed and interpreted in accordance with the laws of Italy.

All disputes arising in connection with these General Conditions and the Supply Contract will be subject to the exclusive jurisdiction of the court of Cremona, Italy.

24. Language

These General Conditions have been drafted in the Italian language. Any translations into other

languages will be used strictly as reference and, in case of any and all discrepancies, the version in the Italian language will prevail.

Place, date _____

The customer _____

Pursuant to articles 1341 and 1342 of the Italian Civil Code, the Customer declares that the following clauses are specifically approved and accepted:

Art. 1 (limitation to put forward claims and defences);

Art. 2 (non-binding nature of technical and information material);

Art. 4 (right to change the Products);

Art. 5 (right to terminate the Supply Contract on account of unforeseen costs and charges and penalty);

Art. 11 (loss of the benefit of time-limit, limitation of the right to put forward claims and defences);

Art. 13 (procedure for inspection and acceptance of Products);

Art. 14 (exclusive warranty; terms and conditions of forfeiture);

Art. 16 (limitation of liability in matter of safety);

Art. 17 (transfer of ownership title; non-disposal of the Products);

Art. 18 (non-assignment of rights and obligations arising from the contract to third parties);

Art. 19 (prohibition to change the Products and indemnification);

Art. 22 (limitation of liability);

Art. 23 (exclusive jurisdiction).

The Customer _____