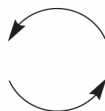




**PESCE**

**PESCE srl**

via Gambalera, 184 z.i. d5 15122  
Spinetta Marengo, Alessandria, Italy  
c.f./p.iva 02648540066  
Codice SDI: M5UXCR1



tel +39 0131 214611  
PEC: pesce-legal@pec.it

info@pescesrl.com  
www.pescegroup.com

cap.soc. € 500.000,00 i.v.  
R.E.A./AL 300639

Società sottoposta  
ad attività di direzione  
e coordinamento  
di Pesce Group srl

AUTOMATIC ORIENTATION SOLUTION

WE KNOW HOW



**Offerta n° 2023/00000116**

**Spinetta Marengo, 01/03/2023**

**DONADI LUCA**

cellulare +39 349 7603288  
e-mail ldonadi@pescesrl.com  
telefono +39 0131 214641

**All'attenzione di:**

**ISMET CEYHAN**

e-mail export@elektromag.com.tr

Spett.le

**ELEKTROMAG MAKINE TIC.SAN A.S**

BAGLARICI Cd. No 14  
34230 AVICILAR (TR)  
TURCHIA

With reference to your kind request, herewith you can find our best offer for:

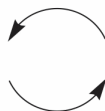
## FEEDING SYSTEM FOR SPRAY DISPENSER N°8 TYPES



- N° 1 VIBRO mod. V6A Ø500 mm
  - N° 1 P11 IP55 - 230Volt - 50 Hz 6A controller for vibration setting
  - N° 1 Cilindrica bowl Ø600 mm in stainless steel complete of:
    - change over kit for type: A10010827 - RHEUMON SPREY 50ML
    - change over kit for type: A10009144 - TANFLEX 0,30 ORAL SPREY 15ML complete of:
      - change over kit for type: A10000164 - OROHEKS PLUS ORAL SPREY 30ML
  - N° 1 Cilindrica bowl Ø600 mm in stainless steel complete of:
    - change over kit for type: A10009958 - EXELDERM SPREY 20ML
    - change over kit for type: A10001493 - LAMINOX SPREY 30ML
    - change over kit for type: A10000278 - DOLINE SPREY 50ML & NAPROSYN PLUS SPREY 50ML
  - N° 1 Cilindrica bowl Ø600 mm in stainless steel complete of:
    - change over kit for type: A10009531 - NASOVINE
    - change over kit for type: A10003976 - RISONEL BRUN SPREY
- Rotation sense: to be defined
- Bowl exits n°1
- Standard Internal coating



**PESCE srl**  
via Gambalera, 184 z.i. d5 15122  
Spinetta Marengo, Alessandria, Italy  
c.f/p.iva 02648540066  
Codice SDI: M5UXCR1



tel +39 0131 214611  
PEC: pesce-legal@pec.it

info@pescesrl.com  
www.pescegroup.com

cap.soc. € 500.000,00 i.v.  
R.E.A./AL 300639

*Società sottoposta  
ad attività di direzione  
e coordinamento  
di Pesce Group srl*

AUTOMATIC ORIENTATION SOLUTION

WE KNOW HOW



-

Pneumatic management with:

pressure regulators with pressure gauges for calibration view

Electrical plant intended as:

mechanical assembly of all of electrical components suited with  
cables/connectors without cabling nor ducts and/or transits for  
electrical passages; predisposition for drilling for cables/pipes  
passages on the baseplates and coverage sheets

-

Real production speed of Your machine: 60 ppm.

Feeding rate: 65 ppm.

Position of exit to free flow: one behind the other, hanging head  
upwards, without angular phasing.

Height of exit from the floor: T.B.D.

-

**N° 1** Certificate of incorporation according to the attachment II/B of the  
Machine Directive 2006/42/CE (almost machine)

Material certification in contact with product excluded

**N° 1** Maintenance and use manuals of our standard components

Documentation language: English

Electric and pneumatic components as per PESCE GROUP standard  
technical specification

Operative environment: Industrial one

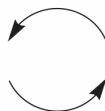
Packaging: excluded (any material used will be charged at cost)

Freight forwarding: excluded

Installation: excluded

**PESCE****PESCE srl**

via Gambalera, 184 z.i. d5 15122  
Spinetta Marengo, Alessandria, Italy  
c.f./p.iva 02648540066  
Codice SDI: M5UXCR1



tel +39 0131 214611  
PEC: pesce-legal@pec.it

info@pescesrl.com  
www.pescegroup.com

cap.soc. € 500.000,00 iv.  
R.E.A./AL 300639

Società sottoposta  
ad attività di direzione  
e coordinamento  
di Pesce Group srl

AUTOMATIC ORIENTATION SOLUTION

WE KNOW HOW



- BUDGET OFFER DRAWN UP WITHOUT ENOUGH INFORMATION  
NEEDED FOR A COMPLETE TECHNICAL-ECONOMICAL  
ANALYSIS: TO BE CONFIRMED AFTER DATA INTEGRATION

N° 1	x €	22.400,00	= €	22.400,00
------	-----	-----------	-----	-----------

**CONDIZIONI GENERALI DI VENDITA:****1. Note:****2. Consegna prevista:** 14-16 weeks from order and samples receipt**3. Pagamento:** 50% BB ALL'ORDINE SALDO FAT POSITIVO PRIMA DEL RITIRO MERCE**N.B.**

The Parties mutually acknowledge that inflationary phenomena and difficulties in the supply of raw materials are taking place, which are producing extraordinary increases in the purchase prices charged by the domestic and foreign suppliers, with a very high raise in costs, which is resulting in an alteration of the contractual balance between companies;

Due to this economic situation, the Parties agree that no liability, for any reason whatsoever, can be attributed to the Seller as a result of delays in the delivery of the supply subject to this contract, considering the aforementioned difficulties; The Parties shall, by mutual agreement, waive any claim for compensation for any damage suffered as a result of the delay. The Seller undertakes at the same time to put in place and carry out any possible action or measure in its power to limit as much as possible any delays, consistent with the permanence of this extraordinary situation;

4.General notes: Please note that the supply will be made according to Pesce Group standard technical specifications. Any request not included in such specifications will be subject to technical and price review.

5.Deadline for project approval: Once the project development phase has been completed, layouts, drawings and diagrams will be sent to you for approval. Your answer - without which we would not be able to proceed to the execution phase - should be given within 5 days.

6.Validity term of the proposal/offer: 30 days from the date of issue of the foregoing.

7.Carriage and freight: FCA Spinetta Marengo - (AL) - Italy

8.Packaging: Packaging, if requested, will be charged to the Buyer, and included in the invoice at cost. Standard packaging includes stretch film and strapping on a EUR-pallet when required. Any addition exceeding standard packaging will be charged. The packaging is not returnable.

Any further agreement will be exclusively governed by the attached General Conditions of Contract which must be returned to us signed together with your Order and which we will send you signed together with our Order confirmation.

**Firma redattore: Edoardo Albertin**

## 1. General information

The following "General Conditions", attached to the "Sales Proposal" shall govern the manufacturing and sale of equipment and their parts between Pesce srl and Gama Automation srl (hereinafter "the Seller") and their customers ( hereinafter "the Buyer").

After the submission of a "Sales Proposal", each "Order" issued by the Buyer - to which a signed copy of these "General Conditions" must be attached - will be subject to the written acceptance of the Seller by means of an "Order Confirmation" and, therefore, the Contract will be considered as formally entered into and binding between the parties when the Order Confirmation is delivered to the Buyer. The Order Confirmation sent by the Seller will fully replace the Order. If the Order Confirmation contains additions, limitations or other changes to the Order, the Buyer's consent to such changes will be considered as tacitly given, unless a written complaint is sent to the Seller within 48 working hours from receipt of the Order Confirmation. In addition, failure to contest such changes will also entail full acceptance by the Buyer of these General Conditions, which will be the only conditions governing the contract.

## 2. Payment terms

2.1 All prices for the supply described in the Offer are in euros and do not include VAT. Any cost for packaging and assembly including ancillary costs of any kind and excluding any deductions or expenses relating to letters of credit, bank guarantees, collections, negotiation of documents, etc., are not included and will be charged to the Buyer. The Buyer will pay to the Seller any required ancillary services such as, cost of packaging, insurance, carriage, customs duties, bank guarantees, etc.

2.2 Should payments be made after the dates set out in the invoices, the Buyer will automatically be in default, with no need to be notified and the Seller will have the right to charge the Buyer with interests on arrears at the rate provided for by Legislative Decree no. 192/2012 (ECB reference rate + 8% surcharge). In such case, the Seller will also be exempt from fulfilling its obligations until overdue payments are received. The delay in payment will also automatically make all other Buyer's payables immediately due to the Seller in relation to other Orders.

2.3 In the event of substantial and justified worsening of the Buyer's financial situation (by way of example: being subject to foreclosure for significant amounts, insolvency, notification to debtors of unpaid bank notes, etc.), the Seller shall have the right to request the advanced payment of the entire amount or part of it, the issuing of a guarantee or to withdraw from the contract.

2.4 Any amount the Buyer has paid as an advance on the total price will not be interest-bearing and may not be considered as a deposit that can be lost and that if paid will authorise the Buyer to withdraw from the contract.

## 3. Transfer of risk, insurance, acceptance

3.1 When the Seller delivers the supply to the designated carrier, the risk is transferred to the Buyer. From that moment on, the Seller will be held harmless from any risk deriving from any damage that may arise from the supply, even if caused by its employees or by its own tools, with the sole exception of wilful misconduct or gross negligence. This shall also apply in the event the shipment is delayed at the request of the Buyer or for other reasons for which the Seller cannot be held liable.

3.2 The products supplied always travel under the sole responsibility of the Buyer, whether transportation is done through a road, rail, air, or sea carrier. This exclusive responsibility of the Buyer remains even when the Seller has entered into the transportation contract with a carrier chosen by the Seller.

3.3 In accordance with what provided for in the Order and in the Order confirmation, the Buyer must accept the delivered products, without prejudice to any warranty rights.

3.4 In any case, once the products have reached their destination, the Buyer will be required to check the packaging and immediately notify the Seller in writing of any defect found. If no notice is sent, the supply will be considered accepted in terms of external condition and completeness.

## 4. Delivery terms

4.1 If during the manufacturing of the products the Buyer does not supply the items required (for example test samples, etc.), the Seller will have the right to charge the Buyer with any additional cost incurred. If the above items are not delivered on time, a new delivery term will be agreed.

4.2 If the Seller is unable to meet the agreed deadline due to force majeure events or other reasons that are beyond its control, such as, by way of example, natural disasters, war events, government measures, accidents, pandemics or epidemic events, including local ones, the corresponding contractual obligation will be considered postponed until the impediment is removed, with no right for the Buyer to request compensation for any damage.

4.3 If, on the other hand, the delivery of the completed supply cannot be materially carried out for reasons not due to the Seller, after fifteen days from the notice of "goods ready and in stock" sent in writing to the Buyer, the Seller will have the right, at its sole discretion, to complete the contract and issue the relevant sales invoice or to unilaterally resolve it and withhold, as compensation, any amount the Buyer has already paid, without prejudice to any greater amount due as indemnification. In any case, the Seller will have the right to avail himself of any remedy provided by Law in relation to the Buyer's default.

4.4 In the case referred to in provision 4.3 above, should the Seller choose to complete the contract, the products will be held for warehousing/storage at the Seller's or at third party's premises while, effective from the date of notice of "goods ready" any warehousing, storage or stock cost will be charged to the Buyer on the basis of the current local industry tariffs.

As regards the transfer of risks, provision 3.1 above will apply and therefore said risk will be transferred to the Buyer upon sending of the notice of "goods ready and in stock".

4.5 Should it be found that delays in delivery are due to the Seller's exclusive fault, the Buyer, provided adequate proof of having suffered a corresponding damage is given, may request as a full compensation which will also represent a waiver of any other right, claim and/or indemnification for the delay suffered - however with a grace period of 30 days in respect of the delivery term - an amount which cannot in any case exceed 1.5% of the price agreed upon for the part of the supply in relation to which the delay occurred.

## 5. Further amendments

5.1 Should the Buyer make any amendment to the execution drawings used to prepare the Offer or make any technical and/or set-up change, these will be subject to a new technical and price review and therefore to a new Offer of the Seller.

The new Offer will also be exclusively governed by these General Conditions, which the Buyer has already accepted on the basis of provision 1 above.

5.2 If the changes or additions are submitted after the Order has been issued and the execution procedure for the manufacturing of the products has begun, such changes - if they do not jeopardise the functionality of the equipment - will be applied, but the Seller, at its sole opinion, will have the right to extend the delivery deadline, as well as to revise and increase the price initially agreed, subject to written notice.

5.3 If, on the other hand, changes or additions may jeopardise the functionality of the products, the Seller reserves the right to evaluate with the Buyer the opportunity to proceed with production. However, if one party decides not to proceed with the supply, the Buyer will be charged with the costs the Seller has paid up to that moment, and the Buyer will have no right to claim any compensation and the Seller will be bound to deliver whatever has been produced or developed until that moment.

5.4 The possible installation of sound absorbing devices to reduce the noise level of the products below the threshold established by the Machinery Directive 2006/42 / EC for the purposes of EC certification, will be subject to a separate and new technical and price review of the Seller.

## 6. Testing

6.1 Testing will be carried out at the Seller's plant for a duration of two hours, in the presence of operators designated by the Buyer. Such operators must imperatively have signature and the skills required to issue the approval for the shipment without which it will not be possible to proceed with the delivery of the products. During testing, cadences, functionality of the units, electrical and safety systems will be checked according to current regulations. The test will be carried out - if agreed with the Buyer - within 5 days of the Seller's notice that the products of the supply are ready for the above testing. Testing will end with the drafting of the test report and the products will be considered as approved and accepted upon Buyer's representatives signing of such document, which will hence bind the Buyer to make the payment.

6.2 If the Buyer cannot send his technicians for the testing or if the technicians do not have the power to sign for acceptance, the Seller's technicians will still perform the test and the test report will be sent to the Buyer who, in turn, will sign it for acceptance and return it to the Seller, with the consequence that the products supplied will be considered accepted and ready for shipment.

6.3 In case of minor defects, or defects that may jeopardise the functionality and efficiency of the products, the Buyer cannot refuse to accept and sign the test report.

In any case, the Buyer will have to report to the Seller in writing all defects not found at the time of the test as soon as they are discovered (and in any case no later than eight days from discovery) or they will be considered as accepted. The Seller will not be held liable for defects reported at the end of the warranty period referred to in provision 7 below.

6.4 The Seller, after having analysed the characteristics of the samples provided by the Buyer, such as, for example, a particular fragility, should inform the Buyer in the "Sales Proposal" of any risk concerning the machinability of the product (such as the mechanical behaviour of a given material with production machinery) and suggest, if possible, a more in-depth verification with an adequate quantity of samples.

If the verification proves that the product cannot be processed, the "Sales Proposal" should be considered as automatically cancelled, but the Buyer will indemnify and refund the Seller for all expenses incurred up to that moment.

However, if the Buyer - although warned of the risks - will not consider a sample verification as necessary and as a consequence issues the Order, it will have no right to contest during testing any defect which may result from the causes of risk the Seller has pointed out in the Sales Proposal.

## 7. Warranty

7.1 The Seller's warranty will cover only defects in mechanical parts of the products that have been produced by the Seller and which derive from defects in design, material, or workmanship. The warranty will be valid for a period of twelve months and only for the defects described above which may be found after the products have been used for two daily shifts of eight hours each, provided they are reported according to the instructions given in provision 7.7 below. As regards the defects of commercial parts purchased from third parties, and therefore not produced by the Seller, the content and duration of the warranty will be that of the warranty issued by the third manufacturer/producer of the part.

7.2 At the time of issuing of the Order, the Buyer may request a warranty period extension. In this case, the Seller will specify the price for the extended warranty that the Buyer will pay, being it, an additional performance provided for a consideration. The warranty may not be extended for a period exceeding 24 months from the date of shipment of the products.

7.3 The Seller undertakes to repair non-functioning parts at its plant. The warranty will cover the replacement of parts and any repair and labour cost, however the costs relating to the shipment of the equipment to the Seller's plant will not be included.

If it is not possible to send the equipment to the Seller's plant, carriage costs for materials and travel expenses for technicians will be added to the final bill (travel hours, air tickets, tolls, mileage reimbursement) together with the cost for accommodation and meals.

7.4 The warranty does not cover parts subject to normal wear, nor damages caused by wrong or insufficient maintenance, incorrect manoeuvres of the Buyer's personnel, use of inadequate raw materials, defective or neglected handling, excessive exploitation of the devices, damage or deterioration caused or aggravated by failure to interrupt the use of the equipment in the presence of technical problems, or sudden changes in electrical voltage or working temperature, or any other cause not directly attributable to the Seller.

7.5 The warranty will also become void if equipment, devices, or spare parts not supplied by the Seller are installed and if mechanical, hardware and software changes are made, without the Seller's prior written consent. If the equipment is delivered disassembled the warranty becomes entirely void if the assembly or commissioning is not performed in a workmanlike manner or is not carried out by the Seller's staff.

7.6 The Seller shall not be held liable, except as provided by law, for damages caused by any defect of the products and any further damage, including damages deriving from loss of production or reduced production, as well as indirect and consequential damages or damages resulting from the termination of the Contract, will be excluded from the warranty.

7.7 For the warranty to be effective, under penalty of becoming void, the Buyer should report the defects to the seller in writing, according to the procedures referred to in point 16 below, within 8 days from the time of discovery by the Buyer.

## 8. Exclusions

The following items are excluded from the supply of the products:

- Masonry and/or construction works in the Buyer's building.
- Raw materials needed for checks and testing.
- Specialised and non-specialised staff to assist the Seller's technicians during the execution of the works, including an interpreter (e.g. foreign supply) if necessary.
- Lifting and carriage means to transfer the products from the warehouse to the installation site.
- All the tools required to open the packaging and place the products in the place of installation.
- All the ducts/pipes for electrical and pneumatic power supplies, with flow rates and power supply required by the products.
- Positioning of the products in the place of installation and connections of utilities
- Spare parts, unless otherwise specified.
- Any other supply and service not specified.

## 9. Confidentiality

9.1 The Buyer guarantees that the manufacturing of the plant based on the instructions provided does not infringe any third parties' rights and undertakes to exempt the Seller from any claims for patent infringement and damages.

9.2 The Buyer undertakes to treat all information of a technical nature (e.g.: drawings, technical prospectuses, documentation, formulas, and correspondence in general) received by the Seller or learned while executing the Contract as confidential. The above confidentiality obligation will remain in force for the Buyer for a period of three years from the date of delivery of the products to the Buyer. All industrial or intellectual property rights relating to the products sold will remain the exclusive property of the Seller.

9.3 The Buyer will observe the above confidentiality obligation even in the event of failure to enter into the Contract. More specifically, the Buyer may not - directly or indirectly - disclose, disseminate, communicate to third parties any information of technical nature learned from the Seller. Failure of the Buyer to comply with this obligation will result in the application of a penalty of 25% of the net value of the product referred to in the order (sales price, VAT excluded).

## **10. Safety**

10.1 The Buyer undertakes to follow the instructions for use and safety warnings provided together with the products and to suitably train its staff, so that such products are always operated in an environment friendly and safe manner.

10.2 The existing safety and warning signs on the machine cannot be removed. Badly fixed and damaged warnings must be immediately secured again or replaced. At the request of the Seller, the Buyer will be obliged at all times to accept and observe any improvement made to the safety instructions.

10.3 Technical changes to any machine, in particular changes that may threaten the safety of personnel or of the environment, may only be made with the prior written approval of the Seller. In the absence of such approval, the changes will entirely be under the responsibility of the Buyer.

10.4 The Buyer must immediately inform the Seller in the event that an accident has occurred on the products supplied or if it appears that the operation of the products involves danger.

10.5 Should the Buyer not comply with any of the aforementioned obligations for the protection of the working environment or for the safety of operations, it will hold the Seller harmless from any obligation to pay compensation to third parties.

10.6 In case of Buyer's supply of samples for the purpose of carrying out tests on the products, the Buyer will provide the Seller with any information on the substances composing the test samples - in liquid form or in any other form - and specify, in case of dangerous substances, how they should be treated as well as the preventive measures that must be adopted. Should the Buyer fail to provide the above information, it will be held liable to compensate any damage that the Seller, its staff and third parties may suffer.

## **11. Retention of title**

11.1 In case of partial or entire payment by instalments after delivery, the Seller will retain the title on the products - unless otherwise agreed in writing before payment is started - until full payment of the price agreed (payment of the last instalment) is made, pursuant to art. 1523 and further of the Civil Code.

11.2 Failure to pay even one single instalment when due, the amount of which exceeds one eighth of the total price, or failure to pay two instalments, even if not consecutive, in accordance with articles 1453 and following of the Civil Code, will give the Seller the right to terminate the contract, effective the moment the written notice reaches the Buyer or to operate the acceleration clause and therefore demand immediate payment of the entire residual receivable.

If the Seller chooses to terminate the contract, as a result the products shall be immediately returned while the instalments and the deposit already paid will be retained as compensation for the Buyer's use of the products, however without prejudice to the Seller's right to claim compensation for further damages.

## **12. Cancellation of the Order - Penalty**

If after the Order Confirmation, and after the Seller has executed or started to execute the contract, the Buyer cancels the Order, this will be subject to a withdrawal penalty of 25% of the net value of the product described in the order (sales price, excluding VAT), in addition to any cost incurred by the Seller until cancellation of the Order, as well as any cost incurred after that moment if caused by the cancellation itself, while ancillary costs for packaging, carriage and similar costs will be excluded, in the event that the delivery of the product has not yet taken place.

## **13. Suspension or termination of the contract**

13.1 In accordance with art. 1456 of the Civil Code, the Seller will have the right to suspend and/or terminate the foregoing, by simple written notice which will be immediately effective, in case the Buyer does not correctly and fully fulfil its obligations to pay the full price (including the payment of the advance or the submission of suitable payment guarantees).

13.2 The Seller will also have the right to terminate the Contract pursuant to Article 1456 in the event the Buyer is in default of any of its obligations concerning confidentiality rights referred to in point 9 above.

## **14. Documentation**

14.1 The supply will normally be accompanied by a technical user and maintenance manual in Italian. The request for a greater number of copies or for a translation into one of the official languages of the Community must be specified at the time the Order is placed, to allow the Seller to indicate the relative purchase price.

14.2 Due to confidentiality reasons, drawings and other similar documents cannot be provided.

## **15. Manufacturing regulations**

The equipment complies with the provisions of Directive 2006/42/EEC. It is hereby agreed that the Buyer will have the responsibility of verifying that the products supplied by the Seller comply with the regulations applicable in their place of use, and should such compliance be lacking, the Buyer hereby undertakes to carry out any activity required to achieve such compliance or in any case to avoid damage to property or persons of third parties.

## **16. Notices**

Any notice between the parties relating to the entering into of the Contract, that is the Order and the Order Confirmation, as well as any notice that each party should give in the performance of the contract, shall be made, under penalty of ineffectiveness, in writing (including e-mail and certified e-mail).

## **17. Effectiveness of the contract and entire contract**

This contract and its attachments represent the entire agreement between the Parties and voids any previous covenant or any other contemporary oral or written agreement concerning the same subject-matter.

## **18. Installation, start-up, and staff training.**

18.1 These services will be provided only if requested at the time the Order is issued and the related costs will be assessed by the Seller in the final balance on the basis of the Customer Technical Assistance Price List in force.

18.2 Following a successful test in accordance with provision 6 above, any need for adjustments in actual production conditions will be added to the final balance. The consequent intervention times consider the production needs of the Buyer and the compatibility with the working needs and human resources available at that time.

18.3 If an intervention of the Seller's technicians is required at the Buyer's premises, the Buyer undertakes to:

- a) supply the equipment and anything required by the Seller's technicians as technically necessary for the execution of the installation including any workforce, whose direction and supervision remains in any case with the Buyer.
- b) schedule the activities so that the installation operations can begin immediately after the arrival of the Seller's technicians and can continue without interruptions until the end, considering any waiting periods.
- c) sign the attendance sheet with which the Seller's technicians are provided in order to monitor the hours worked by the staff.
- d) not to assign the Seller's technicians to activities not falling within their skills and in any case which the Seller has not specifically authorised.
- e) adopt all safety measures and precautions required for accident prevention and for the protection of the physical integrity of the workers involved in the installation operations, in compliance with the current provisions of law and make the Seller's workers and technicians aware of the specific risks to which they are exposed and make them aware of the essential prevention rules by posting them in the workplace, or by informing workers with other means, as well as order and require that workers observe the safety rules and use the protection gear made available to them.

#### 19. Technical-professional requirements

The Seller represents to be duly registered in the register of companies and be technically and professionally ready to carry out the equipment installation activities, by issuing a self-certification to this regard.

The Seller declares and represents that all its staff who will carry out the activities has been or will be regularly employed and insured by the Seller (in accordance with current legislation on health and accident insurance, as well as social insurance) and that the Seller will pay all salary and wages, including any social security charge provided for by current law and relevant collective agreements. The Buyer may at any time request the Seller in writing to provide evidence of such fulfilments.

The Seller undertakes to pay for the benefit of its employees, any mandatory social security contributions, welfare and insurance policies against accidents at the workplace and occupational diseases, and to pay any withholding tax relating to them, as well as to comply with all the obligations arising from the CCNL to which the Seller is subject.

The Seller undertakes to provide the agreed services required using only qualified staff (own or from any sub-supplier) suitable for the activities to be carried out.

#### 20. Liability of the Seller

In the event of Seller's non-fulfilment of any of the contractual obligations, the Seller's liability will in no case exceed a total amount equal to 3% of the sale price agreed in the contract, except in the case provided for in provision 4.5 above. The above amount determines in advance the maximum compensation due and will in any case be subject to the Buyer's full proof that it has suffered significant damage as a result of such breaches. The above amount shall remedy the Seller's liability (with the express exclusion of any other remedy and compensation for any further damage), however excluding the Seller's liability for damages from loss of production or reduced production, as well as for indirect and consequential damages.

#### 21. Governing Law

This Contract shall exclusively be governed by Italian law.

#### 22. Jurisdiction

22.1 Any dispute arising from the interpretation, application, execution of the foregoing will be subject to the exclusive jurisdiction of the court where the Seller is based.

22.2 Even in the event of litigation relating to bills of exchange, promissory notes, accepted drafts and checks issued as means of payment, the exclusive jurisdiction shall remain with the above court, as the issue of such means is the result of the express willingness of the parties and is exclusively intended as a mere facilitation for the Buyer and not as a waiver of such court.

22.3 Should the subject-matter of the litigation be reserved to specialised courts for business matters, these shall be subject to the exclusive jurisdiction of the Court of Turin, with the waiver to any other different alternative court.

#### 23. Privacy

For the purposes of current regulations on confidentiality of personal data, the parties mutually give their consent to the processing of their data, solely for the purpose of executing this Contract.

Place and date.....

BUYER'S SIGNATURE.....

SELLER'S SIGNATURE.....

The buyer declares to expressly accept, pursuant to articles 1341 and 1342 of the Civil Code, clauses n.2-3-4-5-6-7-8-9-10-11-12-13-16-17-18- 20-21 -22.

BUYER'S SIGNATURE.....

SELLER'S SIGNATURE.....