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S. Giorgio su Legnano 23rd of May, 2008

GENERAL TERMS OF SALE

1. SUBJECT

1.1 These General Terms of Sales regulate all contracts for the sale or supply of the Seller's products (hereinafter referred to as "Contract Products").

2. TERMS FOR REACHING A CONTRACT

2.1 The Buyer sends the Seller specific written orders containing the indication of the features of the products required, their prices, as well as the terms of delivery.

2.2 A Contract is executed when the Buyer receives the Seller's written acknowledgement either by fax or electronic means.

2.3 The Contract is deemed as effective even without confirmation of the Seller's order if and when the Buyer has received the products and has not returned them immediately.

2.4 If the order confirmation is different from the Buyer's order for substantiated reasons, the content of the confirmation of order shall be deemed as accepted by the Buyer, unless a notice specifying otherwise is received within two working days from the date of the confirmation of order.

2.5 Any other agreement signed by a SARP's agent or any other person acting on SARP's account, including any integration and/or variation that is made to this agreement, shall not be binding upon SARP unless it has been confirmed in writing by SARP.

3. PRICES

3.1 The prices applying to each sale are those indicated in the Seller's price list effective at the time of delivery, or those notified by the Seller in its offer.

3.2 All amounts are inclusive of packaging costs. Carriage, insurance, and any other charges (such as taxes, duties, and so on) shall be charged to the Buyer unless otherwise specified in the confirmation of order.

4. DELIVERY

4.1 Delivery shall be made, at SARP's discretion, carriage and insurance paid to the specified place of destination, unless otherwise specified by SARP in writing.

4.2 Delivery terms take effect from the date when the Buyer receives the Seller's written acknowledgement and they shall not be binding upon SARP.

4.3 SARP declines all responsibility for any expenses, losses, or damage of any nature suffered by the Buyer or third parties owing to a delayed or incomplete delivery.

The Buyer cannot terminate this agreement basing itself only on a delayed or incomplete delivery.

4.4 Any risk relating to Contract Products is transferred to the Buyer upon delivery.

4.5 In the event that the Buyer does not collect Contract Products within 20 days from receipt of the notice whereby the Seller notifies that such products are available, the risks relating to Contract Products and safe-custody charges shall be charged to the Buyer.

4.6 Once the abovementioned period of 20 days has elapsed, the Seller will be entitled to terminate this Agreement by a written notification, which will be sent by registered letter with advice of delivery, subject to the Seller's right to compensation for the caused damage.

5. QUANTITIES

Delivery and invoicing shall be made according to the net weight at the date of delivery of the shipping from S. Giorgio su Legnano.

SARP shall be entitled to ship 3% (three per cent) approximately of the quantities indicated in the order.

6. SHIPPING AND INSURANCE

6.1 If the Buyer explicitly requests so in its order, indicating the place of destination, and the Seller accepts such order, the Seller shall, on the Buyer's account, ship Contract Products to the agreed destination and insure them against the risks connected with carriage.

6.2 Insurance and carriage costs shall however be charged to the Buyer.

7. INFORMATION DATA AND TECHNICAL FEATURES

7.1 The data contained in the information papers and data sheets relating to the features and performance of the products are to be purely intended as an indication.

7.2 The Buyer cannot reject the products made available by the Seller in the performance of this agreement, objecting the enforcement of any changes made after the order.

7.3 The Seller is not bound to make the products intended for the Buyer the changes made after the order.

8. GUARANTEE

8.1 The Seller guarantees the Products for a period of 6 months starting from delivery, if there is no provision to the contrary in the information papers or data sheets referred to in para. 7.

8.2 It is excluded any and all responsibility for damages caused by Seller, even as manufacturer of Contract Products, not provided for by unbreakable rules of the law.

9. TERMS FOR ENFORCING THE GUARANTEE

9.1 Subject to the provisions laid down in para. 8.1, the Buyer is bound to report any flaws or faults of Contract Products within 8 days from their observation.

9.2 The Buyer loses a right to guarantee if:

- a) the price is not paid according to the agreed terms;
- b) the fault is attributable, either totally or partially, to an unusual, improper, illegitimate, or negligent use of the products;
- c) the products delivered have been changed or altered unduly;
- d) the products delivered have been transferred to third parties, subjected to processing, or used;
- e) the fault is directly or indirectly attributable to regulations imposed by the authorities;
- f) SARP has received the products or parts of them from third parties and cannot make a complaint in any guarantee provided by such party;
- g) SARP has treated raw materials, chemicals, goods, and packages in conformity with the Buyer's explicit directions;
- h) the fault reported in the products is a small deviation in quality, colour, composition, and so on, normally acceptable on the market or technically unavoidable.

9.3 In the event and to the extent that SARP decides that a Guaranty claim is founded, it shall decide at its discretion if the faulty products must be replaced or the price of products is to be reimbursed.

In such a case, the Buyer shall be obliged, with regard to the fault that has brought about the Guarantee claim, to resign its right to any further claim or reimbursement, expose SARP to any liabilities, or cancel the order.

The replacement of the products will not cause the period of the original Guarantee to be extended.

10. PAYMENT

10.1 In concomitance with the signing of an agreement and in the following periods, the Buyer shall stand adequate security, upon SARPS' first request, for the performance of its pecuniary obligations, as well as of any obligations of other nature that are provided for under this agreement.

The only forms of security deemed as acceptable shall be a bank guaranty and a letter of credit.

SARP shall be entitled to suspend the performance of any obligations, including the delivery, until the Buyer has provided the requested security.

10.2 Failure to collect the Contract Products by the Buyer does not involve in any way the postponement or suspension of payment terms.

10.3 The Buyer acknowledges that the Seller may assign factoring companies of its satisfaction any credits arising out of each single sale, and accepts in advance such assignment in accordance to art. 1264 of Civil Code.

10.4 The property of Contract Products shall be assigned to the Buyer when the price is paid in full.

10.5 In the event of delays to payment, the Buyer shall be obliged, subject to the Seller's right to request the termination of the contract and seek compensation for damage, to pay default interest pursuant to Legislative Decree 231/2002.

10.6 In the event that the Buyer does not pay for the products according to the agreed terms, the Seller shall be entitled to suspend immediately the performance of any Contracts of sale signed with the Buyer, until this latter has paid in full all sums due.

11. JURISDICTION

11.1 Any disputes arising out of or in connection with these General Terms of Sale and the sales regulated under it shall be submitted to the exclusive jurisdiction of the Court of Busto Arsizio.

Pursuant to and for the purposes of articles 1341 and 1342 CC, the following provisions are specifically accepted: 4 Delivery; 7 Information Data and Technical Features; 8 Guarantee; 9 Terms for Enforcing the Guarantee; 10 Payment; 11 Jurisdiction.