

GENERAL CONDITIONS OF SALE

1. Contract and Effective Date

The contract ("Contract") consists of (i) these "General Conditions of Sale" ("General Conditions") and (ii) a Contract Agreement ("CA") or SD's written Order Confirmation to the Buyer ("OC"), as the case may be, and (iii) any other annexes expressly listed in the CA / OC ("Annexes"). The Contract is entered between SD Consulting ("SD") and the buyer identified in the CA / OC ("Buyer").

In the event of any discrepancy, ambiguity or conflict between these General Conditions and the CA/OC (including Annexes), the CA/OC (including Annexes) shall prevail over these General Conditions.

The Contract may be amended only by written agreement signed by authorized representatives of SD and the Buyer.

The Contract constitutes the entire agreement and supersedes, replaces and voids all prior understandings and agreements between the Parties concerning the subject matters of the Contract.

The Contract and any change or amendment thereto, as well as any notice, communication and correspondence or any other document related to or deriving out of the Contract, shall be written in the Italian language or English belong to formal approval. Any notice, communication and correspondence between the parties shall be sent to the addresses set out in the CA/OC.

The Buyer shall obtain all permits, licenses and approvals required for the execution of the Contract and pay all governmental and public duties, charges and fees in due consideration to the Contract and applicable law.

The Contract becomes effective and in force on the date ("Effective Date") when the CA is signed by the parties or the OC is issued by SD, as the case may be, except that if according to the CA/OC (i) an advance payment shall be paid by the Buyer to SD and/or (ii) a letter of credit shall be issued by the Buyer to SD, then the Effective Date shall be the date when the conditions in points (i) and (ii) in this paragraph (as applicable) have been fulfilled. If the Effective Date has not occurred within 90 days after the date of the parties' signing of the CA or SD's issuance of the OC, as the case may be, the Contract shall become null and void, unless SD (in its sole discretion) has granted an extension of time for the Buyer's fulfilment of points (i) and (ii) in this paragraph (as applicable).

2. Equipment and Services

SD shall deliver the equipment set out in the CA/OC ("Equipment") to the Buyer in accordance with the Incoterms trade term and to the place(s) set out in the CA/OC. The Equipment shall be packed and marked in accordance with SD's normal packing and marking standards. Transshipment, partial shipment and loading on deck is allowed.

The weight of the Equipment as may be set out in the Contract is indicative and non-binding and weight changes shall not affect the Price or the terms of the Contract or entitle the Buyer to raise any claims against SD.

The risk for the Equipment or any part thereof shall pass from SD to the Buyer in accordance with the Incoterms trade term set out in the CA/OC. The ownership of the Equipment shall pass from SD to the Buyer when the Price has been received by SD in full.

The Buyer shall in due time provide SD with any information, instructions, documents and drawings, which SD shall use to manufacture, procure or deliver the Equipment or to otherwise perform its obligations under the Contract or as may otherwise be reasonably requested by SD. The Buyer warrants that such information, instructions, documents and drawings provided by the Buyer are correct, accurate and complete.

Services to be provided shall be specified in precise and complete detail in CA/OC and in the appendices attached thereto.

3. Delivery Time

SD shall deliver the Equipment within the delivery time(s) ("Delivery Time") set out in the Contract or OC. The Delivery Time shall be calculated from the Effective Date.

If SD is delayed with the performance of any of its obligations under the Contract due to reasons for which SD is not responsible, SD is entitled to extend the Delivery Time with a period equal to the delay, and any costs incurred by SD as a result of the delay shall be paid on demand by the Buyer to SD.

The right to claim liquidated damages due to late delivery is conditioned upon a separate agreement in writing. Otherwise, the customer shall have a right to claim damages due to late delivery only in case it can be proved that the delay has been caused through gross negligence of SD Consulting and only in so far as the customer can prove a loss suffered as a result of such delay. If substitute material can be supplied to accommodate the customer, the customer is not entitled to claim any damages.

The parties shall at all times during the performance of their obligations under the Contract use their reasonable endeavors to minimize any delay.

4. Price and Payment Terms

The price for the Equipment ("Price") is out in the CA/OC. The Buyer shall pay the Price to SD in accordance with the payment terms in the CA/OC. The Buyer shall pay all bank fees. The Buyer shall pay all local taxes, charges, duties and fees in the Buyer's country.

If according to the CA/OC, all or part of the Price shall be paid by the Buyer through a letter of credit, such letter of credit shall be issued and made operational by the Buyer in favor of SD within 30 days from the date when the CA is signed by the parties or the OC is issued by SD, as the case may be. The letter of credit shall (i) be in the amount set out in the CA/OC, (ii) comply with the form of letter of credit set out in an Annex to the CA/OC, (iii) be irrevocable, unconditional and acceptable to SD, (iv) be issued by a first-class bank acceptable to SD, and be advised through and confirmed by a first-class international bank nominated by SD, (v) comply with the "Uniform Customs and Practice of Documentary Credits (2007 Revision) by the International Chamber of Commerce (Publication No. 600)" and (vi) allow for transshipment, combined transport, partial shipment, and loading on deck. The letter of credit shall remain valid until 3 months after the expected last delivery of Equipment in accordance with the Delivery Time.

If, due to reasons not attributable to SD, the Equipment or part thereof cannot be shipped or delivered in accordance with the Contract within 30 days after SD's notice of readiness (i) SD is entitled to store the Equipment in a warehouse or similar facility of SD's choice at the cost (including VAT imposed on the Equipment in the country of storage, if any) and risk of the Buyer, and (ii) the Equipment shall be considered delivered under the Contract at the time of delivery to the warehouse or similar facility, and (iii) the Buyer shall pay to SD the Price for the stored Equipment against a warehouse receipt where after title to the stored Equipment shall pass to the Buyer.

If the Buyer fails to make any payment under the Contract by the due date for such payment, SD may, without prejudice to any other right or remedy that SD has under the Contract or at law (i) claim and receive interests from the Buyer from the due date and until the full amount is received by SD at a rate of 8% per annum, and (ii) suspend the Contract with immediate effect, and (iii) terminate the Contract if the payment delay exceeds 90 days.

The Buyer shall make all payments due under the Contract without any withholding or deduction by way of set-off, counterclaim, discount or otherwise.

5. Warranty

SD warrants that the Equipment is free from defects caused by fault or error in SD's design, materials or workmanship in the following period: (i) 12 months from the date when the Equipment or part thereof was commissioned, or (ii) 24 months from the date of readiness for shipment, whichever comes first ("Warranty Period").

In the event of replacement or major repair by SD of any part of the Equipment under this Article 5 during the Warranty Period, a new 12-months Warranty Period is granted for the replaced or repaired Equipment, starting on the date of delivery in accordance with the Contract of the replacement Equipment or repair of the defective Equipment. However, the total duration of the Warranty Period for any part of the Equipment cannot be extended to last more than a total of 24 months from the date when the original Warranty Period commenced.

The warranty period for separately furnished spare parts is 12 months, provided such spare parts are installed/supervised by SD specialists, and such warranty period lasts not longer than 18 months after such parts were ready for dispatch.

SD's warranty shall not apply if a defect is caused by (i) normal wear and tear, or (ii) failure by the Buyer or others to handle, store, erect, install, commission, test, operate, maintain and/or repair the Equipment properly and under normal conditions and in accordance with the Contract and SD's instructions.

The Buyer shall notify SD in writing of any defect under this Article 5 within (i) 10 days after the date when the defect was or should reasonably have been discovered by the Buyer, and (ii) the expiry of the Warranty Period.

Any defect for which SD is responsible under this Article 5 and of which the Buyer has notified SD in accordance with this Article 5 shall within reasonable time be remedied by SD, in its sole discretion, by repair and/or replacement in accordance with the applicable Incoterms trade term set out in the CA/OC.

The warranty period shall immediately terminate (i) if the customer or a third party modifies or repairs any machinery or equipment delivered by SD Consulting without the written consent of SD Consulting, or (ii) if the customer, in case of a defect, does not immediately take appropriate steps to mitigate the damage and give SD Consulting the opportunity to remedy such defect.

SD warrants that all Services provided shall be performed in a good and workmanlike manner, by workers who are appropriately trained and experienced in the work being performed, and in accordance with all requirements of the contract documents.

The warranty period for provided services is 6 months.

6. Limitation of Liability

The Contract sets forth the sole and exclusive remedies available to the parties, and neither party has granted or assumed any other warranties, guarantees, duties, liabilities or obligations, either express, implied, statutory, at law or in equity.

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Notwithstanding anything in the Contract to the contrary, neither party shall be liable to the other party for any special, incidental, indirect or consequential costs, losses or damages or for any loss of profit, loss of use, loss of business opportunities, loss of contracts, loss of customers or damage to reputation, whether or not such costs, losses or damages are based in contract, warranty, tort (including negligence or strict liability), indemnity or otherwise, and each party hereby releases the other party and the respective agents and employees of each from all such liability.

SD's maximum aggregate liability for all costs, losses and damages arising under or resulting from the Contract, whether such liability arises from any one or more claims or actions for breach of contract, tort, delayed delivery, non-performance, warranty, product liability, indemnity or strict liability shall, unless otherwise specifically limited by the terms hereof, be limited to 10 % of the Price, and all of SD's liability under the Contract shall terminate upon the expiry of the Warranty Period.

7. Assignment and Sourcing

Neither party shall assign the Contract or any part thereof or any or all of its rights and/or obligations under the Contract to any third party without the other party's prior written consent. SD may source the Equipment from any sub-suppliers of its choice, if no limitations stipulated in the CA/OC.

8. Variation

The Buyer may request a variation to the Equipment. The Buyer's request for variation must be in writing and signed by the Buyer's authorized representative and must be received by SD before SD has ordered the relevant Equipment from its sub-supplier. SD shall inform the Buyer of the impact on (i) Price, (ii) Delivery Time and (iii) other material consequences of the variation as soon as reasonably practicable. SD shall not proceed with the variation until the parties have signed an agreement in respect to the variation and its consequences, including the consequences set out in points (i) to (iii) above.

G. IPR and Confidentiality

The Equipment and any documents and information supplied at any time and in any form by or on behalf of SD under or in relation to the Contract (i) shall be and remain the sole intellectual property of SD, and (ii) shall be used by the Buyer only for the purposes set out in the Contract. The Buyer may not make or have made copies of the Equipment.

The Contract and any documents and information exchanged between the parties under or in relation to the Contract ("Confidential Information") shall be treated by the receiving party as the strictly confidential property of the disclosing party. No copies (including electronic copies) of the Confidential Information shall (directly or indirectly, fully or partly) be furnished or made available in any way by or on behalf of either party to others without the prior written consent of the other party, unless (and in such case only to the extent) required in order for a party to fulfil its obligations under the Contract. Neither Party shall use the other Party's Confidential Information for any purpose other than to perform its obligations under this Contract. Notwithstanding anything herein to the contrary, SD may remotely access sensors and/or other devices or connected products to collect and extract operating data (herein referred to as "Data"). SD may use such Data for the purpose of improving SD's offerings and seek to increase customer productivity. Data may also be used by SD in an aggregated form and combined with similarly obtained data from other of SD's customers and in such form as will not specifically identify the Buyer, the Buyer's plant, or the source(s) of Data. For the purpose of this paragraph, the term "SD" shall include any company or entity linked with.

10. Force Majeure

Neither Party shall be liable to the other, or be deemed to be in breach of the Contract, by reason of any delay in performing, or failure to perform, any of its obligations under the Contract if the delay or failure was beyond that Party's reasonable control (including without limitation fire, flood, explosion, epidemic, riot, civil commotion, any strike, lockout or other industrial action, act of God, war, warlike hostilities or threat of war, terrorist activities, cyber-attack, accidental or malicious damage and any prohibition or restriction by any government or other legal authority, which affects the Contract and which is not in force on the date the Contract was signed by the parties ("Force Majeure"). A Force Majeure event shall not include a party's restrictions on access to financial proceeds or facilities for the financing of its activities and obligations under the Contract.

A party claiming to be unable to perform its obligations under the Contract (either on time or at all) due to a Force Majeure event shall notify in writing the other party of the nature and extent of the circumstances in question as soon as reasonably practicable.

This Article 11 shall cease to apply when the Force Majeure event has ceased to have effect on the performance of the Contract and the party affected shall give notice in writing to the other Party that the Force Majeure event has ceased.

If any circumstance relied on by either party for the purpose of this Article 11 occurred and were properly claimed, the Parties shall be entitled to reasonably extend the Delivery Time or terminate the Contract in accordance with Article 11 or 12.

11. Termination

Either party may terminate the Contract by written notice to the other party if any of the following events occur: (i) If a state of Force Majeure continues for more than 12 months after the written notice of such Force Majeure is given by a party under Article 11, or (ii) if the other Party commits a material breach of its obligation under the Contract, or (iii) if either party becomes voluntarily or involuntarily the subject of proceedings under any bankruptcy or insolvency law, or other law or procedure for the relief of financially distressed debtors, or is unable, or admits in writing its inability, to pay its debt as it matures, or takes or suffers any action for its liquidation or dissolution, or has a receiver or liquidator appointed for all or any part of its assets.

Termination of the Contract shall not release the parties from any of its obligations or liabilities, which have accrued under the Contract as per the date of termination and shall not affect any part of the Equipment already delivered.

The Party who wishes to terminate the Contract hereunder shall not be under an obligation to refer the matter to a court, arbitration or other authority of a competent jurisdiction.

12. Order/Contract Cancellation/Termination by the Buyer for Convenience

The Buyer may in its absolute discretion cancel/terminate the Order/Contract for its convenience at any time, by giving SD Consulting 30 days prior written notice, whereupon SD Consulting shall stop the performance of the Supply except as may be necessary to carry out such cancellation/termination and take any other action toward cancellation/termination, which the Buyer may reasonably direct. Such cancellation/termination shall then be subject to the following conditions.

(i) Cancellation prior to the start of production activities:

Upon cancellation prior to the start of production activities, SD Consulting shall be paid the cancellation fee equal to 10 (ten) percent of the Order/Contract Price, plus cancellation charges incurred to SD Consulting's subcontractors or suppliers, and any additional costs incurred in terminating the Supply in accordance with the Buyer's directions.

(ii) Termination after the start of production activities:

Upon termination after the start of production activities, SD Consulting shall be paid the percentage of the Order/Contract Price corresponding to the percentage of Supply delivered to the date of termination plus a termination fee equal to 20 (twenty) per cent of the remaining unpaid Order/Contract Price, any termination charges incurred to SD Consulting subcontractors or suppliers, and any additional costs incurred in terminating the Supply in accordance with the Buyer's directions.

13. Claims

If a party considers itself entitled to a claim against the other party under the Contract, apart from claims under Article 6, the claiming party shall give written notice to the other party, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable and not later than 28 days after the party became aware or should have become aware of the event or circumstance giving rise to the claim.

As soon as reasonably practicable after the date of the notice given by a party of its intention to make a claim, the claiming party shall submit to the other party full particulars of and the actual amount of its claim (including relevant references to provisions of the Contract) in writing.

Failure by a party to fully comply with the above claims procedure shall constitute a waiver by that party of the relevant claim.

A party establishing or alleging a breach of Contract or a right to be compensated or indemnified by the other party, shall be under an obligation to take all necessary measures to mitigate its costs, losses and damages, provided that the claiming party can do so without unreasonable inconvenience or cost.

14. Export Control

The Buyer warrants that the Equipment is not intended for any use in violation of any existing international or national laws, conventions, regulations and resolutions on export control, trade sanctions or other similar restrictions on purchase, export, re-export, import and use of the Equipment.

If SD is required to conduct export control checks, the Buyer shall upon SD's request provide to SD without delay all relevant information and documentation regarding the end user, the destination, the intended use of the Equipment and other relevant information and documentation, which is required for SD to conduct such checks.

15. Governing Law and Arbitration

The Contract and any dispute arising under or out of the Contract shall in all respects be governed by and interpreted in accordance with the substantive laws of Italy, excluding any conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

Any dispute or difference arising out of or in connection with the Contract, including disputes regarding its existence, validity or termination or the legal relationships established by the Contract, shall be finally resolved by arbitration, under the Rules of Arbitration of the International Chamber of Commerce, which Rules are deemed to be incorporated by reference into this Contract. The number of arbitrators shall be 3 and the arbitrators shall be and remain fully impartial and independent of the parties and may not have any direct or indirect interest in the Contract. The arbitrators cannot be nationals of or residents in the country of either party. The arbitration shall be conducted in the Italian language. The seat of the arbitration shall be in Italy.

The arbitration award shall be final and binding on the parties and shall not be subject to recourse or appeal to any court, administrative or regulative body or to any other arbitration.