

DOMO Film Solutions' GENERAL CONDITIONS OF SALE

1. Application

These general conditions of sale (the General Conditions) shall be incorporated into any sales contract concerning products sold by DOMO Film Solutions S.p.A., between DOMO Film Solutions S.p.A. (hereafter referred to as the Supplier) and its customers, both Italian and foreign (hereafter referred to as the Purchaser).

2. Purchase Order and Execution of the Sales Contract

Each purchase order shall be sent to the Supplier and shall contain an express reference to these General Conditions. Each purchase order shall be considered as an irrevocable offer under Section 1329 of the Italian civil code. Each sales contract will be executed after the Purchaser receives the acceptance of the order by the Supplier.

3. Delivery of Products

Delivery of products shall take place according to the agreed terms and conditions and as per Incoterms 2010 indicated in the order confirmation or in the invoice. For each product delivered, a 5% tolerance margin of the confirmed commercial net weight is allowed.

4. Technical Specification of Products

Supplier Guarantee The Supplier guarantee concerns the conformity of the products to the technical specifications set by the Supplier and is limited to original, unprocessed products. The Supplier shall not be considered liable towards the Purchaser or third parties for any aspect of the production process or the usage of the product. It is understood that the Purchaser autonomously decides, based on his own production know-how, on the suitability for his production process as well as on the usage of the products.

5. Claims

Returns At delivery the Purchaser shall inspect the products and their quantities and shall indicate all evident defects on the delivery note/CMR. All hidden defects shall be notified in writing at discovery, indicating the complete reel number, the type of defect and the quantity deemed to be defective. Hidden defects shall be notified within 6 months from delivery date. The elapse of the six-month-period will imply unconditional acceptance of the delivered products and the Purchaser's waiver of the right to claim for a reimbursement or a substitution of the products. At Supplier's sole discretion and having verified the lack of conformity to the technical specifications, the Supplier will reimburse the Purchaser or substitute the products. The Supplier shall not be liable for indirect damage due to the usage of the products, including, but not limited to, machine down-time and manufacturing costs. Notwithstanding the existence of a claim, payments must be made within the agreed terms.

6. Price. Weight. Invoicing and Payment Conditions

The sales price for the products shall be that agreed in the order confirmation or indicated in the invoice. The weight of delivered products will be specified in the sales invoice as well as in the shipping documents. The Purchaser shall pay for the quantities of products actually delivered as reported on the invoice. Payment conditions, as well as currency, shall be those agreed and indicated in the invoice. Payment made with credit instruments shall be considered effective upon actual collection. It is understood that payments must be made to the Supplier's domicile.

7. Missed or Delayed Payments

It is understood that failure to pay on the due date shall not be considered as a non-performance having slight importance under Section 1455 of the Italian civil code; failure to pay will entitle the Supplier to early terminate the sales contract by serving a written notice. In case of delayed payment, 5% interest above the official reference rate shall be applied, without prejudice to the right to claim for compensation. In case of delayed payment, the Supplier will be entitled to suspend the performance of the contract.

8. Products Resale

As essential condition of these General Conditions, it is understood that the Purchaser may not resell (export included) the purchased products in their unprocessed state to third parties, without prior written authorisation by the Supplier. Each authorization will be limited to each single sales contract and shall not have general application.

9. Force Majeure

The Supplier shall not be liable for any breach of contract, even partial, due to force majeure (acts of God) which delays or deletes its own activity or its suppliers' activity, including, but not limited to, fire, flooding, shortage of stocks, delays in supplying of raw materials, breakdown of production plants, strikes and lockouts.

10. Packing Material

When required by the circumstances, the Supplier shall specify in a document attached to the invoice the list and the quantity of packing material, which is property of the Supplier. The packing material is provided to the Purchaser on a free and temporary use basis and shall be made available to the Supplier for its recollection. Failure to return packing materials within the agreed terms will entitle the Supplier to charge the relevant costs to the Purchaser.

11. Taxes and Duties

All present and future taxes and duties on production, consumption or sale shall be borne by the Purchaser.

12. Applicable Law

It is understood that all the sales contracts executed between the Supplier and the Purchaser are finally regulated by these Conditions. Terms and conditions different from these General Conditions shall be regulated in writing and subscribed by both the parties for acceptance. The law which governs these General Condition is the Law of Italy.

13. Competent Court

All disputes that may arise between the Supplier and the Purchaser in relation to these General Conditions or to each sales contract shall be finally settled in the Court of Monza.

Under Sections 1341 and 1342 of the Italian civil code, the Purchaser acknowledge to have read these General Conditions and specifically accepts the provisions of the following Articles: 5. (Claims. Returns); 7. (Missed or Delayed Payments); 8. (Products Resale); 9. (Force Majeure); 13. (Competent Court).

DOMO Film Solutions S.p.A.

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