

**Via Portamurata 8/A
42016 Guastalla (R. E.)
ITALIA
P. IVA IT00323370353**

General conditions of sale

These conditions regulate the application and implementation of contractual obligations regarding all products sold by Padana Tubi & Profilati Acciaio S.p.A. in relation to supply contracts. The conditions herein referred to shall therefore apply to all supplies, unless different conditions are specified in the offers or in the order confirmations.

1. REGULATION OF SUPPLIES

Supply transactions are regulated by the terms and conditions referred to herein, and shall be integrated by the subsequent Invoice.

In the event of incompatibility, the clauses contained in the Invoice shall take precedence over what is herein established. In all events, all written communications shall take precedence over verbal communications.

1.1 Offers

- a.** Offers are considered as made without obligation, unless otherwise indicated by Padana Tubi in writing, and are regulated by these general conditions of sale.
- b.** Offers of materials in stock are always considered as excluding stock already sold.
- c.** Offers and their contents are not to be considered as binding on Padana Tubi unless followed by a customer order and by relative confirmation on the part of Padana Tubi as described below.
- d.** Unless otherwise indicated in writing, offers are considered as valid for 5 working days.

1.2 Customer orders

- a.** The customer is obliged to send a written order; Padana Tubi reserves the right to accept verbal orders but the agreement is only considered as closed further to a written order confirmation. In no event may the order confirmation be communicated verbally.

1.3 Order confirmations

- a.** The order confirmation shall, in any event, take precedence over a different text contained in the offer or order.
- b.** Nominal weights and sizes shown in the order confirmation are merely indicative, allowing for customary levels of tolerance as provided for by the reference standards for the products.

1.4 Technical conditions of supply

- a.** Padana Tubi supplies its products as per the technical characteristics set out in detail on its website, www.padanatubi.it and in the catalogues. These data are kept updated by Quality Department.

- b. Any requests for products with technical characteristics which are different from the standard, in terms of quality, shape, size tolerances, as well as the CE mark or other characteristics or documentation or optional certifications, must be specified when placing the order and explicitly confirmed by Padana Tubi. Relative increased prices for such requests shall be expressly agreed to in writing.

2. METHOD OF PAYMENT AND PRICES

The sales price is shown on the Invoice, as is the method of payment. The place of payment is the Seller's registered office.

Failed payment in the agreed times shall have a number of consequences: the application of interest in arrears at the interest rate indicated in the decree implementing European Directive 29.06.2000/35/CE, the immediate suspension of supplies and the loss of favourable terms for all subsequent payments not yet due.

Padana Tubi shall also have the right to arrange for the immediate withdrawal of goods not paid for, wherever they are situated, and at the Buyer's expense.

3. PACKAGING

Padana Tubi shall package the goods according to their customary methods which are well known to the Buyer.

For particular types of packaging requested in the written order, the extra price shall be agreed to and accounted for in the Invoice.

4. DELIVERY TERMS

Delivery terms are to be considered as merely indicative.

Given the merely indicative nature of the delivery terms, Padana Tubi is not liable for damages directly or indirectly caused by late execution or late delivery of the product.

Deliveries with strict deadlines requested by the customer must be specifically approved by Padana Tubi in the order confirmation.

5. GUARANTEES

Padana Tubi guarantees that the supply complies with what is set out in the invoice in terms of characteristics and quantity.

Padana Tubi assumes no liability regarding the specific use of the product made by the Buyer, being extraneous to such specific needs.

Padana Tubi does not guarantee the proper functioning of the product if it is tampered with or improperly processed.

6. CLAIMS

The Buyer must, on penalty of forfeiture, report product defects in writing within 8 (eight) days from delivery.

Delivery is considered as the moment when the goods are unloaded at the Buyer's premises.

The reporting of any hidden defects must be made in writing within 8 (eight) days from their discovery and, in any case, within 90(ninety) days from delivery of the product.

In all events, the Buyer loses the right to warranty in the event that they do not immediately suspend the processing or use of the product to which the claim refers.

Padana Tubi reserves the right to check that the reported defects are not attributable to unsuitable or careless custody, storage or handling of the products on the part of the Buyer.

The Buyer must cooperate in a reasonable manner in order to avoid making the Seller's position more difficult. Specifically, in the event of a claim, the Buyer shall take steps to ensure that the relevant products are in a condition to be examined and inspected by the Seller.

In the event that the claim is justified further to checks carried out by Padana Tubi, compensation shall be limited to replacement or payment of a sum corresponding to the consideration paid for the product. In all events, Padana Tubi is not liable for greater damages deriving directly or indirectly from the sale.

The claim does not authorise the suspension of payment or the termination of the business relationship involving further supplies.

7. SAFEGUARD CLAUSE

Besides in cases of force majeure and other cases provided for by law, including an emergency situation, mobilization, blockade or war (also in raw material supplier countries), strikes and staff agitation, occupations of factories, lock-outs, fires, floods, public calamities, etc., as well as in the event of measures and provisions of the European Commission which aim at limiting and, in any case, regulating the consumption of certain raw materials and the production and distribution of steel and of finished products, Padana Tubi shall have the right to withdraw, in whole or in part, from the definitively concluded sales contracts or from sales contracts under negotiation in the following circumstances: in the event of the occurrence (in any place) of facts and circumstances that substantially alter markets conditions, currency values and the state of Italian industry. In such cases and in general, when Padana Tubi withdraws from the contract by virtue of an impediment that is outside their control, the buyer shall not have the right to compensation, payments or refunds and must, if requested by Padana Tubi, pay for goods already finished or goods in process.

8. JURISDICTION AND APPLICABLE LAW

This contract is regulated by Italian law and by the Vienna Convention and jurisdiction for any dispute that should arise between the parties is assigned to the Court of Reggio Emilia.

Padana Tubi & Profilati Acciaio S.p.A.

June 2012