



GENERAL TERMS AND CONDITIONS OF SALE

1) Scope

1.1 These General Terms and Conditions of Sale ("**GTCS**") will apply to all supplies of machinery ("**Machinery**") and / or plant ("**Plant**"), which BAIONI CRUSHING PLANTS S.p.A. ("**Seller**") will execute to any buyer ("**Buyer**"), even if the GTCS will not be expressly recalled, mentioned or expressly accepted from time to time by the Buyer. For the purposes of these GTCS, Machinery and Plant and their respective components and spare parts will be jointly referred to as "**Products**".

1.2 Agreements notwithstanding these GTCS will be effective for the Seller only if included in the Sales Contract (as defined in paragraph 4.2 hereunder) or if included in documents subsequent to the conclusion of the Sales Contract, the content of which has been accepted by the Seller.

1.3 In no event shall the Seller be bound by any terms and conditions of the Buyer's contract.

1.4 In no event shall the Seller be bound by the acts and / or actions of its agents, these latter being deprived of the power to bind the Seller.

2) Features of the Products – modifications

2.1 All information and data provided by the Seller regarding the features of the Products, even if reported on the internet site, brochures, catalogues, price lists, offers, quotes, drawings, projects or similar documents of the Seller are indicative and, consequently, they will be binding for the Seller only to the extent that they are referred to and / or reported in the Final Technical Project (as defined in Section 3.1 hereunder) and / or in the Sales Contract.

2.2 The Seller declares that the Products comply with applicable Italian and EU rules.

2.3 The Seller will deliver to the Buyer, along with the Products, the instruction manual, the instructions for use and maintenance as well as any other documents that he is required to provide to the Buyer according to the applicable Italian and European regulations and to the type of product supplied.

2.4 It is the Buyer's liability, prior to the conclusion of the Sales Contract, to ensure that the Products are suitable for the purpose and / or the specific use for which he intends to purchase them and furthermore to ensure that the Products comply with the applicable law at the place where the Buyer intends to import and use them.

2.5 The Seller, even after the conclusion of the Sales Contract, is entitled to make modifications and / or technical and aesthetic improvements to the Products which he might believe to be necessary or appropriate, provided that it does not alter the essential characteristics agreed under the Final Technical Project and / or the Sales Agreement.

3) Final technical Project – Limitation of Liability

3.1 In the case of supply of Plant, the Buyer will send to the Seller the technical specifications, the initial technical project, drawings, models, schemes, layout and / or any other information on the basis of which the Seller and the Buyer will come to a definition of the final technical project of the Plant ("Final Technical Project"), in accordance with which the Seller will manufacture the Plant itself.

3.2 The Buyer will also reply to any reasonable request for information from the Seller during the design of the Plant and will assist the Seller during the development and design stages of the Plant itself.

3.3 The Buyer warrants from now on that the information and know-how transmitted to the Seller by or on behalf of the Buyer, in accordance with paragraphs 3.1 and 3.2 above, will not violate any

third party's industrial and / or intellectual property rights. Consequently, the Buyer undertakes to indemnify and hold harmless the Seller from any claim for damages resulting or otherwise attributable to the infringement of industrial property rights and / or intellectual property of third parties.

3.4 It is the Buyer's liability, before confirming the Final Technical Project, to ensure that the technical specifications, the technical design provided by the Buyer and any changes made to the aforementioned technical design are sufficient and adequate to enable the Seller to design and / or manufacture the Plant suitable for the purpose and / or specific use for which the Buyer intends to purchase it.

3.5 The Final Technical Project, once agreed upon, shall be drawn up in writing and shall be signed by the Seller and the Buyer.

3.6 The Seller shall not be liable in relation to any damage resulting from the design carried out wholly or in part by the Seller or to the unsuitability of the Plant for the purpose and / or specific use for which the Buyer purchased it, in cases where:

- a) the result of the design has been accepted and / or expressly or tacitly approved by the Buyer by signing the Final Technical Project and / or by an order or otherwise;
- b) such activity was carried out by the Buyer or by third parties on behalf of the Buyer.

4) Quotations - Conclusion of the Sales Contract - Modification of the Sales Contract and termination

4.1 Quotations, verbal or written, of the Seller are not contractual proposals.

4.2 The Sales Contract ("**Sales Contract**") shall be deemed to be duly executed when:

- a) the offer will be returned by the Buyer to the Seller duly signed for acceptance; or
- b) the purchase order of the Buyer has been duly accepted in written by the Seller

4.3 For the purposes of paragraph 4.2 a) above, the following facts or acts will be held to be the written acceptance of the Seller's offer by the Buyer:

- a) the letter of credit has been received and approved by the Seller;
- b) receipt and acceptance by the Seller, of all or part of the contract price;
- c) receipt by the Seller of a purchase order issued by the Buyer. In that case, any provision of the Buyer's purchase order which differs from the provision of the Seller's offer will be binding on the Seller only if specifically accepted in writing by the Seller.

4.4 In addition, for the purposes of paragraph 4.2 b) above, if the written acceptance of the Buyer's order contains different terms than the order in question, the Sales Contract shall be deemed to have been concluded under the conditions stated in the written acknowledgement of the Seller, except in the case where the Buyer communicates to reject the changes described in the written acceptance of the Seller within 15 (fifteen) days of receipt of the same.

4.5 Supplies will exclusively include what is provided in the Sales Contract.

4.6 The Buyer, not later than 15 (fifteen) days after the conclusion of the Sales Contract, may:

- a) require modifications to the Products and / or amendments to the terms of the Sales Contract;
- b) terminate the Sales Contract.

4.7 In the event that the Buyer requires modifications to the Products and / or amendments to the terms of the Sales Contract, the Seller will evaluate this request at its own discretion and will send to the Buyer within 15 (fifteen) days from the date of the request a corrected offer based on the modifications and / or amendments required by the Buyer ("**Amended Offer**").

The Buyer will have the obligation to confirm the Amended Offer in writing within 15 (fifteen) days from the date of receipt of the same. If the Buyer confirms it in writing within the above deadline, the Amended Offer will be deemed to have been accepted and the relevant Sales Contract concluded in accordance with paragraph 4.2 above, otherwise the Amended Offer will be tacitly refused.

4.8 In the event of Buyer's unilateral termination of the Sales Contract within the time limit specified in paragraph 4.6 above, the Seller shall be entitled to:

- a) withhold the down payment received from the Buyer as order confirmation, if provided for in the relevant Sales Contract; or
- b) claim to the Buyer the reimbursement of all costs, expenses, losses and damages of any kind, including loss of profit, suffered by the Seller as a result of the termination of the Sales Contract by the Buyer.

5) Packing – Delivery terms

5.1 The Products will be packaged and prepared for shipment according to the usual technique and care that the nature of the Product recommends, with the protections required for normal shipping conditions.

Should the Buyer consider necessary to use special packaging or additional protections, he shall expressly request it to the Seller, provided that in such case the Buyer will bear all the relevant costs.

5.2 Unless otherwise provided in the Sales Contract, the Products will be delivered to the Buyer on a Ex-Works basis in accordance with the Incoterms® Ex-Works (EXW) term at the premises of the Seller indicated in the Sales Contract, ICC, latest edition.

The Buyer authorizes the Supplier to sign, in the name and on behalf of the Buyer, all the documents that shall be signed at the time of receipt of the Products at the Seller's premises, such as, for example, the CMR.

If the rule Incoterms® 2010 ICC agreed between the parties provides that the Buyer shall effect the transport of the Products outside Italy:

- a) in case of EC intra-Community supply, within 10 (ten) days from the receipt of the Products at the Buyer's premises, the Buyer shall send to the Seller an original or a copy of the International Carriage Document CMR or other transport document, signed by the Buyer, together with a declaration of receipt of the Products, issued on the basis of the form attached to these GTCS as Annex -1-;
- b) in case of supply outside the EC, the Buyer undertakes to:
 - i) submit the custom export declaration (DAU-EX and DAE) and ascertain the MRN (Movement Reference Number) at the customs of the community territory of exit of the Products within 90 (ninety) days from the date of delivery of the Products in Italy;
 - ii) send to the Seller, within 30 (thirty) days from the exportation, the documents proving the export of the Products (export declaration DAU-EX + DAE + export notification);
 - iii) promptly confirm in writing to the Seller the execution of the aforementioned formalities and to provide any further documentation proving the execution of these formalities and the exit of the Products from the territory of the European Union.

5.3 The Seller will deliver the Products within the term provided in the Sales Contract, also by partial deliveries. Delivery terms will in any case be considered as not essential or peremptory. Should the Seller foresee to fail to deliver the Products within the agreed delivery date, he will communicate this circumstance in writing to the Buyer and, if possible, he will also communicate the date or period in which he will be able to effect the delivery.

If provided in the Sales Contract that the Seller shall perform the installation and / or the start-up and / or the commissioning of the Plant, the Seller will complete the installation and / or the start-up and / or the commissioning within the deadline agreed in the Sales Contract, provided that the Buyer fulfils immediately his obligations pursuant to the following articles 6, 7 and 8. In the event that the Seller considers that he may not be able to complete the installation and / or the start-up and / or the commissioning of the Plant within the period of time specified in the Sales Contract, he

shall inform the Buyer in writing, indicating the expected completion date.

Except in case of gross negligence and willful misconduct, the Seller shall not be liable to the Buyer for any compensation for any direct or indirect damages due to the delay in delivery of the Products and / or installation and / or start-up and / or Plant commissioning.

The Buyer also will not have the right to terminate the Sales Contract in case of any delay in delivery of the Products and / or installation and / or in starting-up and / or commissioning of the Plant.

5.4 The Buyer, subject to the obligation to pay the Products within the agreed terms, will be required to take delivery of all the Products ordered and stored at the Seller's premises no later than 15 (fifteen) days after the receipt of the notice of goods ready for shipment sent by the Seller. Otherwise, upon expiration of this term, the Seller shall be entitled to:

- a) claim liquidated damages of an amount equal to € 1,00 (one Euro) per tonne of Products per each day of delay after the time limit referred to in paragraph 5.4; and / or
- b) terminate the Sales Contract and resell to third parties the Products that are still stored at his premises; and / or
- c) claim compensation for any further damage.

6) Installation

6.1 Unless specifically and expressly agreed in writing, the installation and assembly of the Plant in accordance with the terms and conditions of the Sale Contract will be performed entirely by personnel (workers and technicians) appointed by Baioni Crushing Plants S.p.A., under the management of its own technical engineer and under the sole responsibility of the Supplier.

Without specific and prior express derogation, during the installation operations and up to the testing of the Plant, it is absolutely forbidden for the Customer's staff and employees and/or any third parties to access, stop and/or operate on the site where the Plant must be assembled: the site must therefore be considered exclusively reserved for the personnel appointed by Baioni Crushing Plants S.p.A. site.

6.2 For this purpose, the Buyer shall, under his own exclusive responsibility:

- a) make promptly available a suitable place for installation;
- b) to carry out all civil, Plant and equipment work required to carry out the installation;
- c) supply all the equipment, lifting equipment and transport means and anything else necessary for the unloading of the goods arriving at the site: operations to be carried out by a specialized company, having the necessary authorizations and technical-professional requirements in accordance with the task to be carried out (to be given prior notice to Baioni Crushing Plants S.p.A in any case) and in any case under the exclusive responsibility of the Buyer;

6.3 The Buyer will be responsible for the custody of the materials and equipment used for the installation of the Plant. The Buyer will also always be responsible for the unloading and positioning of the materials at the installation site.

7) Starting-up

7.1 If provided in the Sales Contract, the Seller will perform, or will perform by third-parties, the starting-up of the Plant in accordance with the terms and conditions set forth in the Sales Contract.

7.2 For this purpose, the Buyer shall make available to the Seller:

- a) raw materials, electricity, water and other energy sources in such a quantity and quality as might be requested by the Seller.
- b) equipment, materials, personnel and anything else in such a quantity and quality as might be requested by the Seller.

7.3 When the starting up will be deemed to have been terminated, the Seller shall inform the Buyer

accordingly in written. Within 5 (five) working days from the date of receipt of that communication, the Seller and the Buyer shall jointly check that the Plant is adequate and shall both sign the Start-up Certificate, specifying defects or failure of the Plant, if any. (“**Start-up Certificate**”).

7.4 The Seller shall rectify the defects detailed in the Start-up Certificate. The Seller shall be entitled at his own costs and at his own discretion to replace parts, to make modifications, correction or additions which he might believe to be appropriate for the purpose of meeting the specifications under the Sales Contract and to be in compliance with the Final Technical Project.

8) Commissioning

8.1 If provided in the Sales Contract, the Seller will perform, or will perform by third-parties, the commissioning of the Plant. Except as otherwise provided in the Sales Contract or agreed in writing between the Parties, the Plant commissioning will be performed at the Buyer's site, in accordance with the procedures normally adopted by the Seller.

8.2 For this purpose, the Buyer shall make available to the Seller:

- a) raw materials, electricity, water and other energy sources in such a quantity and quality as might be requested by the Seller.
- b) equipment, materials, personnel and anything else in such a quantity and quality as might be requested by the Seller.

8.3 The commissioning procedures and the related measurements of the performance parameters shall be recorded on the commissioning minutes and shall be signed both by the Seller and by the Buyer. Should the Plant fail to conform with performance parameters set forth in the Final Technical Project and / or in the Sales Contract, the Seller shall be entitled to repeat the commissioning within the next 30 days.

8.4 The commissioning shall be successfully completed if the Plant complies with the specifications set forth in the Final Technical Project and / or in the Sales Contract.

8.5 Within 10 (ten) days from the completion of the commissioning, the Buyer will deliver to the Seller a written Taking Over Certificate of the Plant (“**Taking Over Certificate**”). All claims and complaints of the Buyer, if any, regarding the installation and operation of the Plant shall be reported in the Taking Over Certificate. Should the Buyer fail to deliver the Taking Over Certificate within the deadline above mentioned, the Plant shall be deemed to have been duly accepted by the Buyer who therefore waives to raise any claim and / or complaint in respect of the installation and operation of the Plant.

9) Prices – Payment – Delayed Payment

9.1 The Products will be supplied at the agreed prices between the parties under the Sales Contract.

Unless otherwise provided in the Sales Contract, the Products will be delivered to the Buyer on an Ex-Works basis in accordance with the Incoterms® Ex-Works (EXW) term, ICC latest edition, at the premises of the Seller indicated in the Sales Contract.

9.2 Payments shall be made by the Buyer in accordance with the terms and conditions under the Sales Contract, save otherwise agreed in writing between the parties. The payment shall be deemed to have been effected when the full amount due is received by the Seller (or by the Seller's bank).

9.3 Should the Buyer fail to pay the Contract Price (or any part thereof) when it becomes due and payable, the Seller shall be entitled to the following:

- a) to receive late payment interests at a rate equal to the applicable legal rate;
- b) to suspend all activities that are being executed or still to be executed, upon prior written notice to the Buyer, until the amounts due and the relevant interests have been paid.

9.4 If the amounts and interests due are still unpaid after 15 (fifteen) working days from the aforesaid communication, the Seller may, alternatively or cumulatively, at his own discretion, and in addition to any other right or remedy against the Buyer under the applicable law or under these GTCS:

- a) demand the immediate payment of any outstanding debts - even if a deferred payment and / or a payment by instalments has been agreed and / or if bills of exchange, promissory notes have been issued and are due to maturity, cheques or any other payment method;
- b) terminate the Sales Contract and definitively withhold any sums already received in relation to this Sales Contract and / or other Sale Contracts, by making a compensation between the debt of the Buyer and all payments received;
- c) perform future activities upon advance payment only.

9.5 The rights referred to in paragraphs 9.3 and 9.4 above may be exercised at any time by the Seller even if:

- a) the Buyer is undergoing winding-up, bankruptcy, debt restructuring or enforcement proceedings;
or
- b) the Buyer is undergoing financial difficulties such as to determine a prejudice to the punctual fulfillment of his payment obligations, by way of example only, the rising of protests, the reduction of guarantees granted and / or failure to provide guarantees promised, as well as any insolvency, even if such circumstances occurred within the relationship between the Buyer and his other suppliers.

9.6 The Buyer can not invoke any breach of contract by the Seller or initiate any legal action against him until he has paid in full any amount due to the Seller pursuant to paragraphs 9.2, 9.3 and 9.4.

10) Retention of title

10.1 The Buyer undertakes to assist the Seller in the necessary fulfilment to establish and register in favour of the Seller a title and property agreement on the Products in the country in which they will be used, in the widest possible form, or to put in place a similar form of guarantee.

10.2 In consequence of what is stated in this Article, unless otherwise agreed in writing, the Buyer shall not resell or transfer or dispose of the Products as security until full payment of their price.

10.3 The Buyer undertakes to immediately inform in writing the Seller if third parties request or obtain the issuance of precautionary measures or the initiation of enforcement proceedings on Products covered by ownership.

11) Warranty

11.1 The Seller warrants to the Buyer that the Products will be in conformity with the Sales Contract and with the Final Technical Project and without any manufacturing defects.

This warranty shall be valid for:

- a) 12 (twelve) months from the date of the Taking Over Certificate in the case where the Seller has performed the commissioning of the Plant; or
- b) 18 (eighteen) months from the date of delivery of the Products (as resulting from CMR, bill of lading or other shipping document) in all other cases.

11.2 Electrical and mechanical items subject to normal wear and tear, consumables and tools delivered with the Products are not covered by this warranty.

11.3 The application of any warranty is excluded in case of:

- a) operation or maintenance of the Products made not in accordance with the instruction manual, the instructions for use and maintenance of the Products and any other indication of use and / or information provided by the Seller and / or carried out without the due diligence required by the

nature of the Products;

- b) alterations, incorrect use of the Products, use outside the operating limits of the Products, for uses other than the standard one or in a different manner than the instructions given by the Seller;
- c) execution of interventions on the Products by personnel not previously authorized by the Seller;
- d) use of non-original spare parts;
- e) the Buyer is in default with his payment obligations.

11.4 The Buyer will have to verify the Products as soon as received from the carrier at his premises and will have to:

- a) report in the transport document any claims related to:
 - i. shortage of Products received compared to what stated in the transport document;
 - ii. damages occurred during transport;
- b) notify the Seller in writing and send a copy of the aforementioned shipping document no later than 5 (five) days from the date of receipt of the Products.

Otherwise, the Seller will not be held liable for any loss, theft or damage occurred to the Products during transport, even if the carriage has been performed with the risk in whole or in part borne by the Seller.

11.5 Should the type and / or quantity of the Products received be in conformity with the transport document, but differing from the Sales Contract and / or the Final Technical Project, the Buyer shall notify in writing to the Seller the differences in the type or quantity found within and no later than 15 (fifteen) days after the delivery of the Products. This period of time expired, there will be no warranty of any kind either provided by law and under the present GTCS and the Sales Contract.

11.6 Subject to forfeiture of the warranty, the Buyer will have to notify in writing to the Seller:

- a) other differences or obvious defects of the Products within the time limit referred to in paragraph 8.5, if the Seller performs the Plant's commissioning, or within 15 (fifteen) days after receipt of the Products at the Seller's premises in all other cases;
- b) differences or hidden defects no later than 15 (fifteen) days since they were discovered or since the Buyer could have discovered them and, in any case, within the warranty period.

Buyer's notification shall indicate the differences and defects found, the components and / or parts of the Products on which the defects and / or differences have been found, the modalities through which the checks have been carried out and the identification numbers of the components and / or parts of the Products concerned.

11.7 The Seller will have the right to verify the Products or Components and / or Parts of Machinery and Plants, which the Buyer considers to be different or defective. The Buyer may return to the Seller only the components and / or parts of Machinery and Plants deemed to be different or defective only upon the request or written authorization of the Seller, provided that the Buyer has to be fully responsible for the costs and the risks of shipment.

The request and / or the authorization to return components and / or parts of Machinery and Plants, alleged to be different or defective, will in no way constitute a recognition of the differences or the defects by the Seller.

11.8 In the event that the components and / or parts of Machinery and Plants are recognized by the Seller as being actually different or defective, the Buyer, upon the choice of the Seller, will exclusively have the right to:

- a) the free replacement of the components and / or parts of Machinery or Plants that are different or defective; or
- b) the free repair of the components and / or parts of Machinery or Plants that are different or defective.

11.9 The rights referred to in paragraph 11.8 above constitute the only rights granted to the Buyer

in case of supply of different or defective Products. This warranty replaces and excludes any other expressed or implied warranties, provided by law or by any other document. Any other liability of the Seller - in relation to the supply of different or defective Products - such as, but not limited to, liability for indirect or consequential damages, loss of profit, etc. - is excluded, except in case of gross negligence and willful misconduct by the Seller.

12) Product liability – Limitations

12.1 The Seller shall indemnify and hold harmless the Buyer for any demand or claim for damages resulting from death, injury, destruction or deterioration of things, which might be submitted by third parties against the Buyer, provided that the damage was caused directly and exclusively by the Products and that the Seller is responsible for the defects or hazards of the Products that caused the damage, in accordance with the provisions of these GTCS.

12.2 The maximum amount that the Seller might be required to pay to the Buyer for liability for defective product damage shall not exceed € 250,000.00 (two hundred and fifty thousand euros), except in case of gross negligence and willful misconduct by the Seller.

13) Industrial property rights of the Seller

13.1 The execution of any supply of Products from the Seller to the Buyer, including designing and / or consulting activities in favor of the Buyer, will not attribute to the Buyer, nor can it be interpreted in order to attribute to the Buyer, any right of ownership or use of trademarks, names, and other distinctive signs, inventions, patents, designs, layouts, projects, technical data, processes and know-how, or any information about the Products provided by the Seller ("IP and Know-How") or anyway, the IP and Know-How developed by the Seller in execution of the Final Technical Project and / or the Sales Contract, will remain the exclusive property of the Seller.

13.2 The Buyer therefore may in no case deposit, record or use the IP and Know-How referred to in paragraph 13.1 above, nor deposit, record or use distinctive brands or distinctive signs that are similar and may be confused with those of the Seller.

14) Confidentiality

14.1 The Buyer undertakes to treat as confidential any information of a technical, industrial, commercial or of other nature related to the Seller, the IP and the Know-How of the Seller, its activities and / or the Products, of which the Buyer becomes aware in connection with the execution of the Final Technical Project and / or the Sales Contract, regardless if such information is or is not marked or identified as confidential ("**Confidential Information**").

14.2 The Buyer undertakes in particular to:

- a) use the Confidential Information exclusively for the purpose of executing the Sales Contract;
- b) not disclose to third parties, nor in whole or in part, the Confidential Information without the prior written consent of the Seller;
- c) communicate the Confidential Information to its employees and collaborators only to the extent that such communication is strictly necessary in relation to the duties that they must perform;
- d) take all necessary measures to ensure that its employees and collaborators avoid disclosing them to third parties or using them improperly.

15) Force Majeure

15.1 The Seller shall in no way be liable for the failure or delayed performance of any Contract's obligation if such failure or delayed performance is due to events of force majeure, such as wars, fires, earthquakes, floods, tsunamis, strikes, difficulties with workforce, shortage or difficulty in

supplying raw materials, energy use restrictions, suspension or transport difficulties, acts of the public authority or any other action or cause which can not reasonably be expected or to which the Seller can not remedy through ordinary diligence.

15.2 In such cases, the time limit for the execution of the Sales Contract will be extended for the entire duration of the force majeure event, provided that, if such an event prevents the execution of the Sales Contract for more than 6 (six) months, the Buyer will have the right to terminate the Sales Contract by sending a registered letter with return receipt or by courier to the Seller, without any liability or consequence for the Seller.

16) Severability

The invalidity of a provision of these GTCS does not compromise the validity of the remaining provisions that will remain fully valid and effective.

17) Applicable law - Settlement of disputes

17.1 If the Buyer is registered in Italy:

- a) these GTCS and all the Sales Contracts that the Parties will conclude on the basis of these GTCS will be governed by the Italian law;
- b) any disputes arising out of or in connection with these GTCS and / or the Sale Contracts that will be based on them - including disputes concerning their existence, validity, interpretation, execution or resolution - shall be exclusively referred to the Court of Pesaro (Italy).

17.2 If the Buyer is registered outside Italy:

- a) these GTCS and all the Sales Contracts that the parties will conclude on the basis of these GTCS will be governed by the Convention of Wien of international sales contracts dated 11 April 1980 (CISG 1980) and, in matters not covered by this Convention, by the Italian law;
- b) provided that the Buyer is registered in a Member State of the European Union or in Norway, Iceland, Switzerland or San Marino, any disputes arising out of or in connection with these GTCS and / or the Sale Contracts that will be based on them - including disputes concerning their existence, validity, interpretation, execution or resolution - shall be exclusively referred to the Court of Pesaro (Italy);
- c) except for the cases referred to in letter b) of this paragraph 17.2, any disputes arising out of or in connection with these GTCS and / or the Sale Contracts that will be based on them - including disputes concerning their existence, validity, interpretation, execution or resolution - shall be finally and exclusively settled by arbitration celebrated by a single arbitrator, in accordance with the Rules of Procedure of the Arbitration Chamber of Milan, celebrated by a single arbitrator appointed in accordance with this Rule.

The arbitration will be based, and the arbitration award will be pronounced in the city of Milan (Italy). The language of the arbitration will be English.

17.3 Notwithstanding the provisions of paragraph 17.2 (b) and (c) above, the Seller shall have the unconditional right to act as plaintiff under the Buyer's jurisdiction before the competent court.

_____, ___/___/20___

Buyer

(stamp and signature)



The Buyer declares to have read and specifically accepted the clauses mentioned below:
Paragraphs 2.1 and 2.4 (features of the Products); Paragraph 3.3 (hold harmless clause);
Paragraphs 3.4 e 3.6 (limitation of liability); Paragraph 5.3 (delayed delivery); Paragraph 5.4
(delayed collection of the Products); Paragraphs 9.3, 9.4, 9.5, 9.6 (Delayed payment – Prohibition
of action); Paragraph 10 (Retention of Title) Clause 11 (Warranty); Clause 12 (Product liability –
Limitations); Clause 14 (Confidentiality); Clause 17 (Applicable law - Settlement of disputes).

_____, __/__/20__

Buyer

(stamp and signature)



ANNEX -1-

Letter to Acknowledge Receipt of Goods of an Intra-EU Supply

We undersigned

Buyer

Name and address:

EU Member State:.....

Vat Number:

hereby certify that we have purchased and received from

Seller

Name and address:

EU Member State:

Vat Number:

the following goods

GOODS' AND RECEIPT'S DETAILS

Goods description:

crushing Plant

other (please specify):

Seller's invoice number, date and amount:

Invoice no Invoice date Invoice amount

Place and time of receipt of the goods outside the Seller's EU Member State:

Place of receipt Date of receipt

This letter has been signed in, on.....

Buyer's stamp and signature: