

LEWA GENERAL CONDITIONS FOR SALE

Art. 1 General

1.1 These General Conditions are intended to be applied together with the Specific Conditions (Part A) of the ICC Model International Sale Contract (Manufactured Goods), but they may also be incorporated on their own into any sale contract. Where these General Conditions (Part B) are used independently of the said Specific Conditions (Part A), any reference in Part B to Part A will be interpreted as a reference to any relevant specific conditions agreed by the parties. In case of contradiction between these General Conditions and any specific conditions agreed upon between the parties, the specific conditions shall prevail.

1.2 Any questions relating to this contract which are not settled by the provisions contained in the contract itself (i.e. these General Conditions and any specific conditions agreed upon by the parties) shall be governed:

A. by the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980, hereafter referred to as CISG), and

B. to the extent that such questions are not covered by CISG and that no applicable law has been agreed upon, by reference to the law of the country where LEWA has its place of business.

1.3 Any reference made to a publication of the International Chamber of Commerce is deemed to be made to the version current at the date of conclusion of the contract.

1.4 No modification of the contract is valid unless agreed or evidenced in writing. However, a party may be precluded by its conduct from asserting this provision to the extent that the other party has relied on that conduct.

1.5 Any limitation to remedies in case of breach of contract shall be ineffective in cases of fraud or gross negligence of the breaching party.

Art. 2 Characteristics of the goods

2.1 It is agreed that any information relating to the goods and their use, such as weights, dimensions, capacities, prices, colors and other data contained in catalogues, prospectuses, circulars, advertisements, illustrations, pricelists of LEWA, shall not take effect as terms of the contract unless expressly referred to in the contract.

2.2 Unless otherwise agreed, the Buyer does not acquire any property rights in software, drawings, etc. which may have been made available to it. LEWA also remains the exclusive owner of any intellectual or industrial property rights relating to the goods.

2.3 It is agreed that the goods are suitable for the purpose for which they are intended by their very nature, or which is evident from the contract of sale.

2.4 If express reference is made in the contract of sale to technical, safety, quality or other regulations and documents clearly designated in the contract, even if not attached to the contract, LEWA shall be deemed to have knowledge of these. LEWA shall bear the costs related to, and obtain the necessary permission, permits or licenses in good time required for carrying out of the agreement and for complying with the conditions stipulated therein.

Art. 3 Inspection of the goods before shipment

If the parties have agreed that the Buyer is entitled to inspect the goods before shipment, LEWA must notify the Buyer within a reasonable time before shipment that the goods are ready for inspection at the agreed place.

Art. 4 Price

4.1 The price indicated includes any costs which are at LEWA's charge according to this contract. However, should LEWA bear any costs which, according to this contract, are for the Buyer's account (e.g. for transportation or insurance under FCA, EXW, FAS or FOB), such sums shall not be considered as having been included in the price.

4.2 If no price has been agreed, LEWA's current list price at the time of the conclusion of the contract shall apply. In the absence of such a current list price, the price generally charged for such goods at the time of the conclusion of the contract in LEWA's currency shall apply.

4.3 Unless otherwise agreed in writing, the price does not include indirect taxes (VAT, sales tax, excise duties, ...), and is not subject to price adjustment.

Art. 5 Payment conditions

5.1 Unless otherwise agreed in writing or implied from a prior course of dealing between the parties, payment of the price and of any other sums due by the Buyer to LEWA shall be on open account and time of payment shall be 30 days from the date of invoice. The amounts due shall be transferred, unless otherwise agreed, by telegraphic transfer or remittance to LEWA's bank in LEWA's country for the account of LEWA and the Buyer shall be deemed to have performed its payment obligations when the respective sums due have been received by LEWA's bank in immediately available funds.

5.2 If the parties have agreed on payment in advance, without further indication, it will be assumed that such advance payment, unless otherwise agreed, refers to the full price, and that the advance payment must be received by LEWA's bank in immediately available funds at least 30 days before the agreed date of shipment or the earliest date within the agreed shipment period. If advance payment has been agreed only for a part of the contract price, the payment conditions of the remaining amount will be determined according to the rules set forth in this article.

5.3 If the parties have agreed on payment by documentary credit, then, unless otherwise agreed, the Buyer must arrange for a documentary credit in favour of LEWA to be issued by a reputable bank, subject to the Uniform Customs and Practice for Documentary Credits (UCP 600) published by the International Chamber of Commerce, and to be notified at least 30 days before the agreed date of shipment or at least 30 days before the earliest date within the agreed shipment period. Unless otherwise agreed, the documentary credit shall be payable at sight and allow transshipments but no partial deliveries.

Società a socio unico soggetta ad attività di direzione e coordinamento della Lewa GmbH

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5.4 If the parties have agreed on payment by documentary collection, then, unless otherwise agreed, documents will be tendered against payment (D/P) and the tender will in any case be subject to the Uniform Rules for Collections (URC 522) published by the International Chamber of Commerce.

5.5 If the parties have agreed on payment against the security of a Bank Payment Obligation, then, unless otherwise agreed, the Buyer must arrange for the Seller to receive an assurance of payment in accordance with the agreed payment terms in the form of a Bank Payment Obligation to be issued by a bank in favour of LEWA's Bank, subject to the UR BPO rules (Uniform Rules for Bank Payment Obligations) published by the International Chamber of Commerce, and to be notified at least 30 days before the agreed date of shipment or at least 30 days before the earliest date within the agreed shipment period. Unless otherwise agreed, the Bank Payment Obligation shall be payable at sight and allow transshipments but no partial deliveries.

5.6 To the extent that the parties have agreed that payment is to be backed by a bank guarantee, the Buyer is to provide, at least 30 days before the agreed date of shipment or at least 30 days before the earliest date within the agreed shipment period, a first demand bank guarantee subject to the Uniform Rules for Demand Guarantees (URDG 758) published by the International Chamber of Commerce, or a standby letter of credit subject either to such Rules, to the International Standby Practices (ISP 98) or to the Uniform Customs and Practice for Documentary Credits (UCP 600) published by the International Chamber of Commerce, in either case issued by a reputable bank.

Art. 6 Interest in case of delayed payment

6.1 If a party does not pay a sum of money when it falls due the other party is entitled to interest upon that sum from the time when payment is due to the time of payment.

6.2 Unless otherwise agreed, the rate of interest shall be 5% above the average bank short-term lending rate to prime borrowers prevailing for the currency of payment at the place of payment, or where no such rate exists at that place, then the same rate in the State of the currency of payment.

Art. 7 Retention of title

If the parties have validly agreed on retention of title, the goods shall, notwithstanding delivery and the passing of risk in the goods, remain the property of LEWA until the complete payment of the price, or as otherwise agreed.

Art. 8 Contractual term of delivery

Unless otherwise agreed, delivery shall be FCA Seller's premises (Incoterms® 2020 Rules).

Art. 9 Documents

Unless otherwise agreed, LEWA must provide the documents (if any) indicated in the applicable Incoterms® rule or, if no Incoterms® rule is applicable, according to any previous course of dealing.

Art. 10 Late-delivery, non-delivery and remedies therefore

10.1 Cancellation scheme applies in case of Buyer declare the contract terminated before the delivery of goods

- 0% of total order amount with an order cancellation within 1 (one) week from order date
- 25% of total order amount with an order cancellation within 2 (two) weeks from order date
- 50% of total order amount with an order cancellation within 4 (four) weeks from order date
- 100% of total order amount with an order cancellation within 6 (six) weeks from order date

In case of delivery of goods equal or below 6 (six) weeks, the above scheme not apply and 100% cancellation claim is applicable from 2 (two) weeks of purchase order date.

10.2 Unless otherwise agreed in writing, when there is delay in delivery of any goods, the Buyer is not entitled to claim performance and liquidated damages.

10.3 The remedies under this article exclude any other remedy for delay in delivery or non-delivery.

Art. 11 Non-conformity of the goods

11.1 The Buyer shall examine the goods as soon as possible after their arrival at the place of business of the Buyer or any other agreed place of examination and shall notify LEWA in writing of any lack of conformity, specifying the nature of the lack of conformity of the goods within a reasonable time from the date when the Buyer discovers or ought to have discovered the lack of conformity. In any case the Buyer shall have no remedy for lack of conformity if it fails to notify LEWA thereof within 24 months from the date of arrival of the goods at the place of business of the Buyer or the otherwise agreed place of examination, if any.

11.2 Goods will be deemed to conform to the contract despite minor discrepancies which are usual in the particular trade or through course of dealing between the parties.

11.3 Where goods are non-conforming, LEWA shall at its option and provided it can do so without unreasonable delay and without causing the buyer unreasonable inconvenience:

- (a) replace the goods with conforming goods, without any additional expense to the Buyer, or
- (b) repair the goods, without any additional expense to the Buyer.

11.4 If LEWA has failed or refused to properly perform its duties under article 11.3 within a reasonable period and provided the parties have not agreed on a price reduction, the Buyer may resort to the remedies provided for by the CISG having regard to the terms laid down in this contract. As to the damages proven by the Buyer the maximum amount is limited the contractually agreed price of the non-conforming goods.

11.5 Unless otherwise agreed in writing, the remedies under this article 11 exclude any other remedy for non-conformity.

11.6 Unless otherwise agreed in writing, no action for lack of conformity can be taken by the Buyer, whether before judicial or arbitral tribunals, after 2 years from the date of arrival of the goods at the place of examination. It is expressly agreed that after the expiry of such term, the Buyer will not plead non-conformity of the goods, or make a counterclaim thereon, in defense to any action taken by LEWA against the Buyer for non-performance of this contract.

Art. 12 Cooperation between the parties

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12.1 The Buyer shall promptly inform LEWA of any claim made against the Buyer by its customers or third parties concerning the goods delivered or industrial or intellectual property rights related thereto.

12.2 LEWA will promptly inform the Buyer of any claim which may involve the product liability of the Buyer.

Art. 13 Force majeure

13.1 A party is not liable for a failure to perform any of its obligations in so far as it proves.

(a) that the failure was due to an impediment beyond its control, and

(b) that it could not reasonably be expected to have taken the impediment and its effects upon its ability to perform into account at the time of the conclusion of the contract, and

(c) that it could not reasonably have avoided or overcome the impediment or its effects.

13.2 A party seeking relief shall, as soon as practicable after the impediment and its effects upon that party's ability to perform become known to it, give notice to the other party of such impediment and its effects on his ability to perform. Notice shall also be given when the ground of relief ceases. Failure to give either notice makes the party thus failing liable in damages for loss which otherwise could have been avoided.

13.3 Without prejudice to article 10.2, a ground of relief under this clause relieves the party failing to perform from liability in damages, from penalties and other contractual sanctions, and from the duty to pay interest on money owing as long as and to the extent that the ground subsists.

13.4 If the grounds of relief subsist for more than three (3) months, either party shall be entitled to declare the contract to be avoided without notice.

Art. 14 Liability

14.1 In no event shall LEWA be liable for any special, incidental, indirect, consequential, exemplary or punitive damages whatsoever (irrespective whether resulting from LEWA's performance under the order or from damages which have not been caused at the delivered Goods itself) including but not limited to loss of profits or revenues, business interruption or loss of production, additional production costs, costs of capital, downtime costs, costs for scrap, etc. however caused. LEWA's remaining overall aggregate liability shall be limited to the order amount.

Art. 15 Resolution of disputes

15.1 The parties may at any time, without prejudice to any other proceedings, seek to settle any dispute arising out of or in connection with the present contract in accordance with the ICC ADR Rules.

15.2 Unless otherwise agreed in writing, all disputes arising out or in connection with the present contract shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

15.3 An arbitration clause does not prevent any party from requesting interim or conservatory measures from state courts.

For Acceptance

Date

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