



GOGGLIO

S.p.A.

fres-co
SYSTEM

GOGGLIO S.p.A.
GENERAL CONDITIONS
Packaging Sales
revision 2/2008

1. CONTRACT

The following terms and conditions ("General Conditions") regulate the sales of finished or semiprocessed packaging, valves and bulk products ("Products") between the GOGGLIO S.p.A. seller ("Seller") and any Purchaser. Any agreements conflicting with these General Conditions will only apply if expressly accepted in writing by the Seller.

Every Order/Job Order issued by the Purchaser is subject to written acceptance ("Confirmation") by the Seller and the sales contract ("Contract") is intended completed, binding the parties, when the Purchaser receives Confirmation. Confirmation sent by the Seller defines and lists all Contract conditions and final and binding content, fully replacing the Order/Job Order. Should the Confirmation contain supplements, restrictions or changes to the original Order/Job Order, the Purchaser's consent to these variations is intended tacitly given, unless disputed in writing received by the Seller within 48 business hours from Confirmation receipt. Failure to dispute the Confirmation is intended as the Purchaser's full acceptance of the General Conditions which exclusively regulate the Contracts and which, in any case, shall take precedence over any purchase conditions proposed by the Purchaser.

Delivery of invoice against the Order/Job Order to the Purchaser, even prior to written confirmation receipt, shall, in any case, complete the Contract.

2. PAYMENT

The Purchaser must pay the price of the Products to the bank account indicated by the Seller, case by case. The Purchaser hereto accepts that the Seller can nominate a third party as the sole individually authorised to receive payment to settle the relationship, whose information shall be promptly communicating in writing to the Purchaser.

3. FAILURE TO WITHDRAW GOODS

Should prepared goods, even lots, not be physically shipped for reasons independent of the Seller, fifteen days from "goods ready and in stock" notice sent in writing to the Purchaser, the Seller has the right to charge the Purchaser late payment interest as of the date the "goods ready and in stock" notice is received, at 12 month Euribor 365 interest rate on that date, increased by 2%. For delays over sixty days from receipt of the "goods ready and in stock" notice, the Seller shall have the right to unilaterally terminate the contract and withhold, as indemnity, any amounts paid by the Purchaser, plus any indemnifiable additional damages.

The Seller shall have the right to all legal recourse regarding the Purchaser's default.

Registered Office
Via Solari, 10 - 20144 Milano
Tel. 0039 - 02 - 48043.1
Fax 0039 - 02 - 48043330

Machine Division
Via Parco Visconteo, 1 - 27010 Zeccone (PV)
Tel. 0039 - 0382 - 956.1
Fax 0039 - 0382 - 956252

Packaging Division - Headquarters
Via dell'Industria, 7
21020 Daverio (VA)
Tel. 0039 - 0332 - 940.111
Fax 0039 - 0332 - 940.201
C.P. 38 - uff. post. Daverio (VA)



Goglio S.p.A. - <http://www.goglio.it>
Capitale Sociale Euro 10.449.000 - Codice Fiscale 00870210150 - Partita IVA IT 00870210150
Registro Imprese Milano N. 00870210150 - C.C.I.A.A. Milano REA N. 1856 (Mecc. Export MIO75374)

4. WARRANTY

The Seller shall only provide the Purchaser with a warranty covering product conformity flaws and/or defects for twelve months from the first date of shipment. The warranty shall exclusively cover, the replacement or repair, at the Seller's discretion and expense, of the amount of goods with factory defects. Goods to be replaced shall be shipped "ex-works" as per Incoterms 2000 conditions. The Seller shall replace or repair Products as soon as possible, evaluated case by case, and shall have the right to request the Purchaser to return the defect Products to be replaced. The warranty does not cover worn Products due to poor maintenance or for incorrect and/or improper handling or manoeuvres by the Purchaser's personnel, to contact with acuminated and/or abrasive or inadequate materials/objects or to storage, packaging and sealing negligence since not attributable to the Seller.

The warranty shall be null and void in the event devices or substances not approved in writing by the Seller are applied, even temporarily, to goods and when goods supplied by the Seller have been modified without the Seller's express consent.

The Seller shall not be liable, unless pursuant to law, for damages caused by any Product defects or, in any case, all additional damages including, for example, those derived from missed or reduced industrial production, indirect and consequential damages as well as those consequent to Contract termination.

The warranty is subject to written Product quality flaw/default claim, communicated to the Seller within 8 days of discovery by the Purchaser as well as express warranty service request, or is null and void.

5. CONTRACT TERMINATION OR SUSPENSION

The Seller shall have the right to suspend and/or terminate the Contract, effective immediately and at his discretion, upon simple written communication to the Purchaser in the following situations:

- a) in the event of Purchaser default on price payment and/or down payment; or
- b) should the Purchaser be subject to bankruptcy proceedings, or in the event his financial situation drastically change, jeopardising payments (i.e.: bounced checks, outstanding payments, overdrawn accounts, injunctions, seizures and similar).

6. DISPUTES

Any disputes on the execution of this Contract and/or quality and quantity of goods supplied shall not give the Purchaser the right to suspend or delay payments due at due dates. The Purchaser shall have the right to have the Contract suspended for suitable reasons directly attributable to the Seller, upon the Seller's consent.

7. TOLERANCES AND QUANTITY.

In this respect, sales by weight, number and linear metres must be related to the surface produced and therefore to square metres.

a) For jobs of easy execution (simple subjects, limited number of working phases) it applies the following scaled tolerances for each single printing subject:

- | | |
|---|---------|
| - for quantities over 40.000 sq.metres | +/- 10% |
| - for quantities from 25.000 to 39.999 sq. metres | +/- 15% |
| - for quantities from 15.000 to 24.999 sq. metres | +/- 20% |

b) for quantities lower than 15.000 sq/metres or for jobs with high complexity above tolerances will be agreed each time on the basis of higher percentages and in any case not lower than +/- 20%.

8. SELLER'S RESPONSIBILITIES

Should goods shipment be significantly delayed for reasons attributable to the Seller, the Purchaser who has demonstrated to have suffered damages may request, as full compensation and waiving any other rights and claims, indemnity equal to 0.5% for each week, with a 30-day deductible. In any case, the overall amount of the indemnity may never exceed 3% of the amount invoiced on the part of supply subject to production/delivery delay. This limit is the maximum liability limit and, therefore, compensation due by the Seller to the Purchaser against any Seller default on the

Contract. Any other settlement and reimbursement for additional damages are expressly excluded. The Seller shall not be liable for damages due to missed or reduced production or indirect and consequential damages.

9 DISPUTES-- APPLICABLE LAW

All disputes derived from this sales contract shall be submitted to a Board of Arbitration made up of three arbiters. Arbitration shall be held in Milan and regulated by the Regulations of the Arbitration Chamber of Milan. Arbitration shall be held in Italian. The Seller shall have the right to file legal proceedings at the Court of jurisdiction of its offices or factory, or in the one where the Purchaser's offices are located, for precautionary and/or urgent provisions.

The Contract is regulated by Italian Law.

10. TECHNICAL IMPROVEMENTS

The Seller reserves the right to make the technical/aesthetic/functional changes he deems necessary to improve the use of Products ordered by the Purchaser.

11. FORCE MAJEUR

Force majeure means any unexpected action and/event, independent of the contract parties' direct will, out of their control and without prompt adequate solution (i.e.: war, terrorist acts, revolt and rebellion, shipping and/or custom's strikes, communications breakdowns, embargo, fire, sabotage, calamity or adverse natural events such as snow storms, landslides, flooding, gas leaks, impedimental provisions by government or tax or customs authorities, suspension of raw material, equipment, electrical or fuel supply and labour.

When a force majeure event occurs, the parties' obligations that cannot be fulfilled due to these causes are considered automatically suspended, without penalties, for the duration of the force majeure situation. The parties agree to undertake initiatives in their power to attempt to ensure the routine fulfilment of their obligations as soon as possible.

Should the parties not be able to provide services for a period of time over six months due to the persistence of force majeure causes, they shall meet to adopt suitable decisions on the Contract.

12. CONFIDENTIALITY – INDUSTRIAL PROPERTY RIGHTS

The Purchaser must keep all information of technical nature (i.e.: drawings, technical diagrams, documents, formulas and correspondence in general) received from the Seller and, in any case, acquired during the execution of the Contract, confidential. The Purchaser is required to fulfil this obligation for three years from the date the Purchaser receives the last lot of sold Products.

Any industrial or intellectual property rights regarding the sold Products shall remain the exclusive property of the Seller.

13. PAYMENT DELAYS

In the event of payment delays from the dates set in invoices, the Purchaser shall be automatically in default and the Seller shall have the right to charge the Purchaser late payment interest at the rate set by art. 5 of Legislative decree 231/2002 (BCE rate + 7% surplus). Where payment delays exceed thirty days from the set due date, the Seller shall also have the right to receive, pursuant to art. 3, paragraph 3 of the Law dated June 18, 1998 as amended by art. 10 of Legislative decree 231/2002, to a penalty of 5% (five) of the amount concerned in the delayed payment.

14. MISCELLANEOUS

Any sudden total or partial inapplicability of any clause in these General Conditions does not jeopardise the validity of the other clauses.

Data listed in offers, catalogues, bulletins and advertisements such as weights, prices, timing, delivery schedules, etc. are purely indicative and do not bind the supplier/seller in any way.

15. PRIVACY (Legislative decree 196/2003 "Privacy code")

The Seller process the personal data provided by the Purchaser, or otherwise acquired even from third parties, with computer and/or manual means; procedures and logic are decided according to the purpose of the processing. Data is processed to execute/complete the Contract, apply, defend rights and fulfil current regulations. Data provided for the execution of this Contract is necessary and mandatory for legal purposes; this Contract may not be executed without this data. The Seller's assigned personnel and the Manager, if nominated, have access to data; the Purchaser may request the updated list of Managers and individuals to whom data is communicated and include: authorities, public institutions, credit institutions, associates, third parties for technical services and organisation used for the above stated purposes, other group companies, the legitimate addressees according to law who process data such as the data Controllers, Managers or processors, accordingly, for the above stated purposes. At any time the Purchaser may exercise the rights stated in art. 7 of the Privacy Code, addressing the Controller to obtain, for example, confirmation on whether or not information that concerns him exists, check its content, origin, correctness, request it to be supplemented, updated, corrected, cancelled, converted in anonymous form, blocked due to violation of Law or object to processing for legitimate reasons. The data controller is GOGLIO S.p.A., via Solari 10, Milan, 20144. For the processing required to meet legal obligations as well as to exercise a right and execute this sales contract, consent is not required (art. 24 Privacy Code).

Milan, date _____

The Purchaser

(stamp and signature of the legal representative)

The Purchaser states to expressly accept, pursuant to Civil Code art. 1341 and subsequent, clauses 3 (Failure to withdraw goods), 4 (Warranty), 5 (Contract termination or suspension), 8 (Seller's responsibilities) and 9 (disputes and applicable law) in these General Conditions.

The Purchaser

(stamp and signature of the legal representative)