

# WINDFORM™

## SELLING CONDITIONS

### Extra- EU Area

#### **Amendments**

This Agreement constitutes the entire Agreement of the parties and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to the subject matter hereof. Any such amendments, charges, clarifications, deletions or additions shall become attached to and considered as a part of the original Agreement.

Amendment or invalidation of any portion of this Agreement shall have no bearing or change upon any other part of this Agreement.

This Agreement may be amended by mutual consent upon written confirmation by both parties.

#### **Product**

The Product manufactured and sold by Seller under this agreement is the following: the polyamide and reinforced materials, named Windform plus type specification (i.e. Windform XT: carbon fibre filled polyamide).

#### **Purchase and Sale of Product**

- (a) Buyer agrees to purchase from Seller and Seller agrees to sell to Buyer, on a non- exclusive basis, such quantities of the Product as may be ordered by Buyer from Seller from time to time. Each order placed by Buyer shall be in writing, i.e., by mail, by telex or by fax and shall specify the quantity of the Product ordered, the description of the Product, the agreed delivery time and the payment terms.
- (b) Seller shall acknowledge and notify Buyer of its acceptance of each order within seven (7) days of receipt of such order, if specifically requested. Seller and Buyer shall mutually agree on delivery dates for Product ordered, price, shipment and payment terms, unless otherwise provided for herein.

#### **Orders and Deliveries**

Buyer will place its orders timely to facilitate the production scheduling and Seller shall supply in good faith every accepted order and make shipment promptly; Seller shall have the Products prepared and packed for shipment in Seller's standard shipping packages.

Transportation costs will be on Buyer. Delivery will be Ex-Works CRP – Modena.

#### **Prices**

The Parties agree that the prices for the described handles shall be Seller's price agreed at the time of submission of the order.

All prices will be in Euro.

#### **Payments**

All payments will be made bank to bank by wire transfers to any bank selected by Supplier.

All payments shall be made thirty (30) days from invoice date.

#### **Trademarks**

Except as may be provided in a separate written agreement Buyer shall not use or authorize the use of any trademarks or trade names or other distinctive marks or signs owned by Seller or any its subsidiary or affiliated companies or any mark, name, word or sign which so nearly resembles any of the foregoing marks, names, word or signs to be likely to cause confusion or mistake or to deceive the public.

#### **Property rights**

Seller asserts all right, title, and interest in and to the product lines that include the product now or hereafter subject to this agreement, and in and to all of Seller's patents, trademarks, trade names, inventions, copyrights and know-how, and trade secret relating to the design, manufacture, operation or service of the product (collectively, "Seller's intellectual property").

Buyer does not acquire by virtue of this agreement or Buyer's relationship with Seller, any right, title or interest in or to Seller's intellectual property, other than the limited right during the term of this

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agreement to use such property rights to the extent set forth herein and only for the purposes herein set forth, and upon termination of this agreement for any reason such authorization shall cease.

#### **Patent**

Seller hereby declares that to the best of its knowledge, the product is not infringing any American or other existing patent,  
In addition Seller declares that it has been already submitted patent application for the product Windform XT before the Italian, the European and the American patent offices.

#### **Warranty**

Seller warrants that the Products supplied correspond to the performance specifications declared, that they are of good workmanship in quality and material and free from defects and workmanship and it will replace any defective product free of charge. Labor and transportation costs will be on Buyer.  
The above warranty will be valid for 12 (twelve) months to be reckoned from the date of sale of the Product and in any case not less and not more than 24 (twentyfour) months from the invoice date.  
This warranty shall apply only in the event and to the extent that all handling, storage, installation and other instructions reasonably requested from Seller are followed, and Seller shall have no liability for any improper handling, storage or installation, or in the event the products are used beyond their specific tolerances or other limitations.  
In any case, Seller's liability to buyer arising out of this Agreement and/or sale of the Product shall be limited to the amount paid by Buyer for the Product. In no event shall Seller be liable for costs of procurement of substitute goods by anyone.

#### **Confidentiality**

All information disclosed by one Party to the other Party under this Agreement shall be kept in confidence. Such restrictions shall not apply to any such information (i) which is, or subsequently may become, within the knowledge of the general public by means of published papers, literature or patents, without the fault of the Parties, (ii) which may already be known to the receiving Party at the time of the receipt thereof from the disclosing Party as shown by documents, (iii) which may be proved to have been developed by the one Party independently and wholly without resort to the proprietary information of the disclosing Party as shown by documents, (iv) which may subsequently be rightfully obtained from sources other than the disclosing Party that have no obligation of confidentiality to the Parties, or (v) in any case, more than one (1) year after the expiration of the term of earlier termination of this Agreement.

#### **Termination in advance**

The contract can be terminated in advance only for a true and just cause. Each party may terminate this Agreement in the event that the other party should violate any of the covenants or restrictions within the terms of this Agreement.  
Furthermore, it is expressly agreed and understood that Seller may immediately terminate this agreement at its option, in the event that Buyer would violate the Payments clause (art. 6), by being late or delinquent.

#### **Termination for insolvency**

This Agreement shall terminate, without notice, (i) upon the institution by or against the Buyer of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of the Buyer's debts (ii) upon the Buyer making an assignment for the benefit of creditors, or (iii) upon the Buyer's dissolution.

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#### **Effect of Expiration or Termination**

Upon expiration or termination of this Agreement, Seller shall have the right to cancel accepted orders for Product, which have not been delivered. Expiration or termination of this Agreement does not release either party from any obligation to pay any sum that is due or that may become due to the other party.

#### **Force majeure**

Non-performance by either party except Buyer's payment obligations, shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control of the non-performing party.

#### **Applicable law**

This Agreement shall be governed and construed under and in accordance with the Laws of Italy.

#### **Jurisdiction**

All disputes or controversies whether of law or fact and of any nature whatsoever arising from or respecting to this Agreement or the transactions or relationship contemplated hereby shall be decided only by arbitration to be held in Lugano (CH) and in accordance with the Rules of Arbitration of the International Chamber of Commerce of Paris (F). The results of the arbitration and the award shall be final and binding on all parties and each covenant not to seek judicial review or to bring suit, except for the purpose of enforcing the arbitration award.

Language of the arbitration shall be the English language.

The Seller and the Buyer hereby expressly consent to the personal jurisdiction, as stated above, and service of the process being effected upon it by registered mail sent to the addresses set forth at the beginning of this Agreement or this Agreement or to any other address the parties would indicate.

#### **Legal expenses**

The prevailing party in any legal action brought by one party against the other arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorney's fees.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year of the first Buyer signed order.

*CRP Technology*

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