

TERMS OF SALE

1. The supplying is defined by the order confirmation sent by the vender and it is regulated by the terms of sale below written. Any eventual exception to the terms of sale has to be in written, void the contract; moreover has to be strictly limited to what is specific agreed and it will never implicate a renewal also of the remaining terms of sale that are established and fix in case an explicit agreed of the contract is missed.
2. Delivery time is approximate and does not constitute any engagement of delivery at a fix date. Eventual delays cannot give rise to any claim for damages and neither to any contract cancellation or reduction.
3. Even though the goods are sold with free destination, it travels at the risk of the buyer that for its own interest has to immediately communicate to the courier any queries.
4. The total weight of each loaded, register by the vender at the departure is the only one recognized. For each order, the vender has the right to deliver a quantity equal to the 10% in addition or less on the quantity ordered. On the weight delivered is allowed a tolerance equal to the three per thousand in addition or less. Eventual differences included in the just mentioned range could not be object of claim and neither could not modify the total amount of the invoice.
5. After eight days from the arrival of the goods to the receiver, it is clear that the goods are fully accepted. Eventual claims for faulty material have to be transmitted, in written, to the vender within eight days from the day in which the faulty appears and however before the end of the year in which the material was delivered. The purchaser is obliged to stop immediately the manufacturing and used of the goods subject of the claim. The eventual faulty goods recognized by the vender, obliged it to replace the material with the same contract condition with the exclusion of any refund, cost refund, cancellation or reduction of the contract.
6. Among the cases of superior force are included also those that belong from wars, accident, mistake, misunderstanding and transport suspension and suspension of the work by the steel mill suppliers, missing documents useful for the execution of the contract, impossibility of importing or supplying of the raw materials.
7. For invoicing, the goods, will be measured on the effective quantity provided. It means that it will be invoiced the effective total weight of each loaded, while the partial weight have to be considered as an indication. The eventual acceptance of checks and bills as payment will be always regulated by notification sent by the bank of the vendor that the payment has been made.
8. The purchaser will not be able to make any opposition for avoiding or postponing the payment. The unsuccessful or incomplete payment in the established time, also for just one of the expiration, it will be consider as non-execution. The non-execution will give the right to the vendor of terminating the contract and all the engagement in sales that are in execution or have to be manufactured by the vendor. For the payment in delay will be added to the amount

the interest at the annual rate in effect at the Italian banks and in any case not less than the bank "prime rate".

- 9.** Our company will be able to terminate the sales contract completely or in some of its parts in case happenings and circumstances modify hugely the state of the market, the value of the currency and the condition of the iron and steel industry, as well as in case of superior force and all the other cases required by the law, included the alarm status, war also in the Countries of raw material suppliers, strikes and occupation of the plants, etc.

- 10.** The definition of any dispute arise for the interpretation and execution of the sales, the Court of Monza will be exclusively the competent one also in case the payment agreed by bank draft and check.