

VEXATIOUS CLAUSES

Under the terms and effects of art. 1341-1342 of the Italian Civil Code, the clauses referred to in the Articles are expressly approved:

1 (application, prevalence and recall of the General Terms and Conditions of Contract, incorporation of the same conditions in the orders, express waiver of exceptions),

2 (illustrative nature of non-technical annexes, unilateral modification of products, express reservation of ownership and rights to software and material supplied),

3 (time of completion of the contract at the confirmation of the order, obligatory written form for each communication and order, delays attributable to the customer and related penalty, with the right for Mectronik to dissolve the contract, to claim the greatest damage, bill the increased costs and the option to postpone delivery),

4 (non-binding nature of the delivery terms unless expressly agreed, early delivery option, conventional limitations on the right of exception for the Customer and the quantification of the damage, remittance in terms of non-fulfillment and the right to remedy any default for Mectronik, transport of the goods at the expense and risk of the Customer),

5 (delays in procurement as a justified reason for delay in supply, right to defer delivery, right and method of withdrawal of the parties in the event of an innocent delay in procurement, waiver by the Customer of compensation in case of failure to exercise the withdrawal or resolution),

6 (absence of shipping insurance, risk borne by the customer and ex Mectronik headquarters),

7 (absence of Mectronik responsibility for improper use of the product, duration of the warranty, mandatory method of resolving technical disputes, with appointment of a third party expert, methods of exercising the complaint and consequent forfeiture, methods of conservation of products deemed defective, consequent costs to be borne of the customer, annual prescription, exclusion from compensation for damages resulting from spoiled components, improper use, transport damage, tests not carried out in contradiction, wear, transport costs and verification charged to the customer, forfeiture of warranty in case of unauthorised tampering),

8 (prices to be understood excluding packaging, ex works, excluding VAT, attribution of partial payments to expenses, overdue interest and capital, arrears ex re from the 31 day of late payment, conventional quantification at 8% of default interest and right to request the greater damage suffered, right of retention in favour of Mectronik, conventional interest from extension equal to 8%, non-binding nature of the price lists and binding nature of the order confirmation only),

9 (forfeiture of the benefit of the term in case of bankruptcy proceedings against the customer, effects of the retention of title in case of procedures),

10 (retention of title until the balance, product insurance charged to the customer, express prohibition of pledging or guaranteeing the goods under reserve, direct and express transfer to Mectronik of the rights, including compensation and insurance, arising from the perishing of the asset in pending reserve, assignment of receivables from the third party in the event of resale of the asset pending reserve, right to withdraw from any factoring with recourse, obligations and restitution procedures in the event of non-fulfilment, transfer to Mectronik in case of union or mingling),

FOR ACCEPTANCE

DATE:

STAMP AND SIGNATURE