



GENERAL TERMS AND CONDITIONS

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1. Identification of the seller

1.1 The products covered by these General Terms and Conditions are offered for sale by FAIRFIELD SRL with registered office in TREZZANO SUL NAVIGLIO, VIA ECHING 12, registered at the MILAN Chamber of Commerce under no. 1630934 of the Companies Register, tax code 03539970156, VAT no.IT 02736630167, hereinafter referred to as the Seller.

2. Conditions of sale and scope of the contract

2.1 These conditions of sale govern the sale of products marketed by FAIRFIELD.

2.2 All contracts regarding the purchase of products made through the website www.fairfield.com and according to the procedures described therein between the Seller and the Customer shall be governed by these General Terms and Conditions.

2.3 All prices published are excluding VAT.

3. Definitions

3.1 The term "on line sales agreement" shall mean the purchase agreement relating to tangible non-property goods of the Seller, concluded between the latter and the Buyer within the context of a distance sales system using electronic telecommunications tools, organised by the Seller.

3.2 The term "Buyer" shall mean:

A) The natural person consumer who makes the purchase, under this agreement, for purposes not related to any commercial or professional activity carried out (B2C).

B) The natural person professional or public or private legal entity who/that makes the purchase for purposes relating to his/its business or professional activity (B2B).

3.3 The term "Seller" shall mean the entity indicated above, i.e. the entity supplying the products.

4. Scope of the agreement

4.1 With this agreement, respectively, the Seller sells and the Buyer purchases, at a distance using electronic telecommunications tools, the tangible non-property goods indicated and offered for sale on the website www.fairfield.com produced directly by FAIRFIELD or by third parties.

4.2 The products referred to in the preceding point are illustrated on the website: www.fairfield.com/prodotti.html or on the websites of third parties expressly indicated by a specific link by FAIRFIELD.

5. Agreement conclusion procedures

5.1 The agreement between the Seller and the Buyer is concluded exclusively through the Internet with the Buyer accessing the website www.fairfield.com where, following the procedures indicated, the Buyer formalises the proposal for the purchase of the goods referred to in point 4.2. This proposal shall be followed by a specific and separate e-mail of acceptance by the Seller in order for the agreement to be deemed to be concluded as indicated in the following point.



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6. Agreement conclusion and efficacy

- 6.1 The purchase agreement is concluded, subject to registration of the Buyer on the website, by correctly completing the application form (check out) and the consent to purchase expressed by adhesion sent on line, or by completing the form attached to the on-line electronic catalogue at www.fairfield.com/checkout/cart/ and subsequent transmission of the form itself, always after having viewed a web page summarising the order (www.fairfield.com/onepagecheckout/), which can be printed, which shows the details of the buyer and of the order, the price of the goods purchased, the shipping costs and any additional expenses, the methods and terms of payment, the address where the goods are to be delivered, the delivery timing and the existence of the right of withdrawal (the latter only for consumers, see point 20).
- 6.2 When the Seller receives the order from the Buyer, the former sends an order confirmation e-mail which also includes the data mentioned in the previous point.
- 6.3 The agreement shall not be deemed to be finalised and effective between the parties in the absence of that indicated in the previous point.
- 6.4 Transmission and receipt of confirmation of payment does not automatically imply acceptance of the order and therefore conclusion of the agreement.
- 6.5 The order confirmation and therefore seller acceptance transmitted electronically shall be deemed to have been sent and received by the recipient if sent to the e-mail address specified by the latter.

7. Conditions of sale acceptance

- 7.1 The agreement concluded between FAIRFIELD and the Buyer shall be deemed to be concluded with acceptance, even only partial, of the order by FAIRFIELD which reserves the right, at its sole discretion, to accept or reject the order. Acceptance shall never be deemed to be tacit, but shall be communicated in writing to the Buyer in any manner whatsoever.
- 7.2 By placing an order in the manner provided for, the Buyer declares to have read all the information provided during the purchase procedure and to fully accept the General Terms and Conditions and payment terms indicated on the website and when placing the order.
- 7.3 If the Buyer is an end consumer (i.e. a natural person who buys the goods for purposes not related to his professional activity), once the on-line purchase procedure has been concluded, the same shall print or save an electronic copy and, in any case, keep these general conditions of sale, in compliance with that provided for in Articles 3 and 4 of Italian Legislative Decree no. 185/1999 on distance selling.
- 7.4 The Buyer shall not be entitled to any compensation for damages or indemnification, as well as to any contractual or tort liability for any direct or indirect damage to persons and/or property, caused by the rejection, even partial, of an order.
- 7.5 For the cash-on-delivery payment method, cancellation of the order after shipment or refusal or unavailability after shipment, involves reimbursement by the Buyer of the shipping, storage and cash-on-delivery expenses, plus any registered letter costs, unless the return takes place within 10 days of cancellation.



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8. Purchase procedures

- 8.1 The Buyer can only purchase products in the FAIRFIELD electronic catalogue at the time of submission of the order and which can be seen at www.fairfield.com/prodotti.html as described in the corresponding data sheets.
- 8.2 The technical information entered on in the website www.fairfield.com, in particular the product characteristics, functionalities and related tolerances indicated in a specific data sheet (such as, for example, ohmic value, power, temperature, insulation resistance, weight, dimensions, geometry) cannot be taken as a contractual reference, but is intended as mere generic information material, not attributable to the actual characteristics of each product. It is understood that the image accompanying the description of a product may not be fully representative of its characteristics, and may differ in terms of colour, dimensions and product accessories shown in the figure.
- 8.3 FAIRFIELD reserves the right to update the technical information of products without notice.
- 8.4 The Seller, at the express request of the customer, can provide a technical data sheet exactly representing the product.
- 8.5 The above also applies in the case of goods not manufactured and/or produced directly by FAIRFIELD but by third parties and sold by the same through the website www.fairfield.com.

9. Payment and refund procedures

- 9.1 Any payment by the Buyer may only take place by means of one of the methods indicated on the specific web page by the Seller, which include Paypal, bank transfer and cash on delivery, the latter only for payments from Italy.
- 9.2 Any refund to the Buyer shall be credited by one of the methods proposed by the Seller and chosen by the Buyer, in a timely manner and, in the case of exercising the right of withdrawal, as governed by point 24 of this agreement, at the latest within 30 days of the date on which the Seller became aware of such withdrawal.
- 9.3 All communications relating to payments take place on a specific line of the Seller protected by an encryption system. The Seller ensures storage of this information with an added layer of security encryption, in accordance with the provisions of current legislation regarding the protection of personal data.

10. Delivery times and methods

- 10.1 The Seller shall deliver the products selected and ordered in the manner chosen by the Buyer or indicated on the website at the time of offer of the goods, as confirmed in the order confirmation e-mail mentioned above.
- 10.2 Delivery times may vary from the same day of the order to a maximum of 30 working days of confirmation of the same. In the event that the Seller is unable to ship within such deadline but in any case within that indicated in the following point, the Buyer shall be promptly notified by e-mail.
- 10.3 The shipping methods, timing and costs are clearly stated and well highlighted at www.fairfield.com/onepagecheckout/.
- 10.4 Delivery shall take place according to the transport/shipping terms and conditions of the carrier chosen by the buyer and which are indicated on the website of the Seller through a specific link and chosen by the buyer.
- 10.5 The Buyer may directly collect the products at the premises indicated by the Seller in the periods indicated by the latter and which are deemed by the Seller to be mandatory. In the event of failure to collect the products within 48



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hours following the established deadline, the Seller shall be deemed to be relieved of its obligation and entitled to withhold payment already made by the Buyer as compensation for damages, as well as to put the product not collected by the Buyer within the above deadline on sale again on the website at a cost deemed appropriate by the same, without prejudice to the right of the Seller to claim compensation for additional damages, with the exclusion of any kind of liability of the latter towards the Buyer.

11. Prices

11.1 All the sales prices of products/services illustrated and indicated on the website www.fairfield.com are expressed in euros and constitute an offer to the public pursuant to Article 1336 of the Italian Civil Code. The price of goods and services is offered based on criteria established by the Seller at its sole discretion that depend on many factors, including the number of pieces in stock. The supplier therefore reserves the right to change the prices at any time. Upon receipt of order confirmation, the Buyer shall pay the amount corresponding to the price specified in the order confirmation itself.

11.2 The sales prices referred to in the previous point do not include VAT or any other tax. The shipping costs if any, while not included in the purchase price, shall be indicated and calculated in the purchasing process prior to submission of the order by the Buyer, and also contained on the web page summarising the order placed.

12. Product availability

12.1 The Seller shall ensure, through the ICT system used, processing and fulfilment of orders without delay. To this end, it indicates in real time, in its electronic catalogue, the number of products available and those not available, as well as shipping times.

12.2 The IT system of the Seller confirms order registration in the shortest time possible, sending the Buyer confirmation by e-mail.

13. Limitations of liability

13.1 The Seller shall not be in any way liable for disruptions caused by force majeure should it be unable to execute the order within the timing envisaged in the agreement.

13.2 The Seller shall not be liable towards the Buyer, except in cases of malice or gross negligence, for disruptions or malfunctions related to use of the Internet outside its control or that of its subcontractors.

13.3 The Seller shall not be liable for any damages, losses and costs incurred by the Buyer as a result of breach of contract for reasons not attributable to the same, the Buyer being solely entitled to a refund of the price paid and of any additional expenses .

13.4 The Seller shall not be liable for any fraudulent and illegal use that may be made by third parties of credit cards and other means of payment for payment of the products purchased, provided it demonstrates to have taken every possible precaution based on current best practices and according to normal diligence.

13.5 Under no circumstances shall the Buyer be liable for any payment delays or disruptions, provided the same demonstrates to have made the payment according to the timing and manner specified by the Seller.



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13.6 The Seller reserves the right to cancel the order confirmation at any time and without providing justification, even if the confirmation has already been communicated to the Buyer and received by the same.

14. Liability for defects, proof of damage and damages payable: obligations of the Supplier

14.1 The Seller shall not be liable for the consequences resulting from a defective product if the state of scientific and technical knowledge, at the time when the manufacturer put the product on the market, did not yet allow the product to be considered defective.

14.2 In the case of sale of goods manufactured and executed by third parties, under no circumstances shall FAIRFIELD be liable for the consequences resulting from a defective product.

14.3 No compensation shall be due if the Injured Party was aware of the product defect and the ensuing danger and nevertheless voluntarily exposed him/herself to it. In any case, the Injured Party shall have the onus of proof of the defect, damage, and cause-effect relationship between defect and damage.

15. Product examination, delayed and missing delivery

15.1 The Buyer is required to carefully examine the goods received at the time of delivery and communicate in detail to the Seller, within 8 (eight) days of delivery, any defects identified - or identifiable - as a result of such examination, or to raise any other claim related to the products.

15.2 Should the customer fail to make such communication, the items shall be deemed to be definitively accepted and compliant with that requested in the order, without prejudice to the possibility, to be executed no later than 1 (one) year from delivery, to report any not apparent defects, provided that notification is made within 8 (eight) days of discovery of the same (in accordance with the provisions of Article 1495 of the Italian Civil Code).

15.3 It is understood that the Buyer shall refuse delivery, on the part of the carrier, of parcels with damaged packaging and shall, in this regard, immediately notify the Seller of the incident; otherwise, the goods delivered shall be deemed to be fully accepted in the state in which they were at that moment.

16. Transfer of risk and ownership

16.1 Ownership of goods is transferred to the Buyer when the goods are delivered by the carrier to the customer's home or to the address specified by the customer when ordering or when the Buyer collects the goods from the Seller in person or through directly appointed third parties.

16.2 In any case, the goods travel at the customer's risk, it being agreed that every shipment is performed at the specific request of the customer and on behalf of the same and that, therefore, the Seller shall be relieved of any liability upon delivery of the same to the carrier or to the Buyer, should the latter decide to collect the goods in person or through its representative.

16.3 In the case of missing payment, the Seller shall be entitled to invoke, at its sole discretion, the express termination clause referred to in the "Payments and Express Termination Clause" section or to any other remedy provided for by law, including compulsory enforcement or regaining possession in accordance with Article 1519 of the Italian Civil Code.

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16.4 Should it be necessary, in order to allow the Seller to exercise and protect its rights, the Buyer shall allow the Seller, its employees and agents to access its premises for the sole purpose of collecting the products not paid for.

16.5 It is also understood that the Seller shall in any case have the right to seek full compensation for any damages incurred as a result of the breach on the part of the Buyer.

17. Warranty

17.1 The Seller shall replace or repair the products or items supplied, or refund the corresponding price, if, despite proper and diligent use by the Buyer, any defects are found, which shall be reported pursuant to point 15 and enforceable against the Seller no later than twelve (12) months from the date of delivery, or within the different deadline indicated by FAIRFILD case by case for specific articles, or established by law. The articles or components or parts thereof to which the complaint refers shall be returned to FAIRFILD within the deadline referred to in the preceding paragraph, adequately packed, with delivery under the responsibility of the Buyer and in accordance with the particular instructions that the Seller may have provided at the time of delivery or subsequently.

17.2 The articles or components or parts thereof returned shall be accompanied by a note providing a description of the defect, as well as any other information indicated or required by FAIRFILD at the time of delivery or subsequently.

17.3 All products or articles or parts thereof replaced by FAIRFILD shall become the exclusive property of the same.

17.4 This warranty replaces any warranty or other provisions established by law in regard to the quality or suitability of the products for specific uses, except those provisions which by law can not be waived.

18. Product information and availability

18.1 Unless otherwise indicated, the terms of use of the article or product purchased, with particular reference to the safety of the same, are provided in the technical parameters. The dimensions and other physical characteristics are subject to normal commercial tolerances. It shall be the responsibility of the customer to verify, in advance, the suitability of the product or article for the intended use.

18.2 In any case, the Seller reserves the right to cease offering any product or change the specifications of the products or articles at any time, without notice and without the need to provide any justification.

18.3 The Seller recommends that Buyers check the dimensions and other product data published in the Catalogue or in the virtual showcase of the website www.fairfild.com before using them for uses of particular significance. The information contained in the Catalogue is, to the best knowledge of Fairfild, correct at time of printing.

18.4 If the Buyer intends to sell the products purchased to third parties, the latter shall be responsible for ensuring that the same are complete with any accessories supplied with the products themselves.

19. Limitation of product liability

19.1 These general conditions outline the full extent of FAIRFILD's liability concerning the products, with the exclusion of all other express or implicit statutory warranties, terms and conditions, also with regard to the quality or suitability of products for specific uses, without prejudice nevertheless to those warranties which, by law, cannot be waived, with reference in particular to the provisions of Article 1229 of the Italian Civil Code and those concerning liability for damages due to defective products and consumer protection.



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19.2 The applications described in the data sheets in the Catalogue and the combination of components to achieve them do not represent the only technical solution possible.

19.3 Regarding the indications in the application technical data sheets and areas of intended use, FAIRFIELD accepts no liability whatsoever for the proper functioning of such applications, or for compliance of the same with the specific purposes for which the buyer actually uses them.

20. Warranty for Consumers and support procedures

20.1 The Supplier is liable for any lack of conformity which becomes apparent within a period of 2 years of delivery of the goods to the Buyer who has previously declared himself to be a Consumer.

20.2 For the purposes of this agreement, it is assumed that the products comply with the contract if, where relevant, the following circumstances coexist: *a)* they are fit for the purposes for which goods of the same type are normally used; *b)* they comply with the description given by the Seller and possess the qualities of the goods which the Seller submitted to the Consumer as a sample or model; *c)* they have the quality and performance which are normal in goods of the same type and which the Consumer can reasonably expect, bearing in mind the nature of the goods and, where appropriate, public statements on the specific characteristics of the goods made in this regard by the Seller, by the manufacturer or by its agent or representative, in particular in advertising or on the labelling; *d)* are also suitable for the particular use intended by the Consumer and that was brought to the attention of the Seller by the latter at the time of conclusion of the agreement and which the Seller accepted, also implicitly.

20.3 The Buyer loses all rights should the same not report the lack of conformity to the Seller within two months of the date on which the defect was discovered. The report is not required if the Seller has acknowledged the existence of the defect or has concealed it.

20.4 In any case, unless proved otherwise, it is assumed that any lack of conformity which becomes apparent within 6 months of delivery of the goods already existed at that date, unless this assumption is incompatible with the nature of the goods or the nature of the defect in conformity.

20.5 In the event of lack of conformity, the Buyer may request, alternatively and without any charge, at the conditions set out below, repair or replacement of the goods purchased, a reduction in the purchase price or termination of this agreement, unless the request is objectively impossible to satisfy or it is prohibitively expensive for the Seller pursuant to Article 130, paragraph 4, of the Consumer Code.

20.6 The request shall be made in writing, via registered mail, to the Supplier, which shall indicate its willingness to act on the request or the reasons that prevent the same from doing so, within 7 working days of receipt. The same communication, if the Supplier has accepted the Buyer's request, shall indicate the method of shipment or return of the goods, as well as the deadline for return or replacement of the defective goods.

20.7 If repair and replacement are impossible or excessively burdensome, or the Supplier has failed to repair or replace the goods within the period referred to in the preceding paragraph or, finally, the replacement or repair previously carried out have caused significant inconvenience to the Buyer, the same may request, at its discretion, an appropriate reduction in price or termination of the agreement. The Buyer shall in this case send his/her request to the



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Seller, which shall indicate its willingness to act on the request or the reasons that prevent the same from doing so, within 7 working days of receipt.

20.8 The same communication, if the Seller has accepted the request of the Buyer, shall indicate the proposed price reduction or the procedure for returning the defective goods. In such cases it shall be the responsibility of the Buyer to indicate the procedure for crediting the amounts previously paid to the Seller.

21. Obligations of the Buyer

21.1 The Buyer undertakes to pay the price of the goods purchased within the time and manner specified in the agreement.

21.2 The Buyer undertakes, once the on-line purchasing process has been completed, to print and retain this agreement.

21.3 The information contained in this agreement has, moreover, already been read and accepted by the Buyer, who acknowledges the same, since this step is mandatory before confirmation of the purchase.

22. Termination causes

22.1 The obligations referred to in point 21 taken by the Buyer, the warranty of successful payment that the Buyer makes using the means referred to in point 9 as well as precise fulfilment of the obligations taken by the Supplier in point 6 are essential and, therefore, by express agreement, violation of even only one of these obligations, if not fortuitous or caused by force majeure, shall result in termination of the agreement pursuant to Article 1456 of the Italian Civil Code, without the need for any court decision.

23. Privacy regulations

23.1 The personal data requested when submitting the order is collected by FAIRFIELD and processed on computer media, in order to meet the obligations arising from the agreement with the Buyer and shall not under any circumstances and for any reason be transferred to third parties. Such data can be disclosed only at the request of the courts or other authorities authorised by law.

23.2 The personal data shall be disclosed, subject to signing a commitment to confidentiality of the same, only to persons delegated to carry out activities necessary for execution of the agreement and disclosed only for such purpose.

23.3 FAIRFIELD ensures its customers compliance with legislation concerning the processing of personal data, regulated by the privacy code pursuant to Legislative Decree no. 196 of 30.06.03. The Data Controller is FAIRFIELD with registered office in TREZZANO SUL NAVIGLIO, VIA ECHING 12.

23.4 The Buyer, at any time, has the right to withdraw his/her consent to the processing of personal data by written notice sent to the registered office of FAIRFIELD.

23.5 The Buyer, who declares to have received the disclosure pursuant to Article 13 and on his/her rights, pursuant to Article. 7 of the Legislative Decree no. 196/2003, has the right to access his/her data in the manner specified therein.

23.6 Marketing communications shall be sent only with the explicit consent of the Buyer issued together with authorisation to processing and submission of the on-line registration form.



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23.7 Provision of personal data by the Buyer is a necessary condition for the proper and timely execution of this agreement. Failure to do so shall render execution of the Buyer's request impossible.

24. Right of withdrawal

24.1 In compliance with Article 5 of Legislative Decree no. 185 of 22 May 1999 and Legislative Decree no. 50 of 15 January 1992, the right of withdrawal consists of the right of the customer to withdraw from the agreement, returning the goods purchased with consequent refund of the price or replacement with another product.

24.2 The right of withdrawal is the right of natural persons acting for purposes not directly related to their professional activity. Therefore, retailers and companies are excluded from this right.

24.3 To exercise the right of withdrawal it is necessary to send written notice within 10 days of receipt of the products to the following address:

FAIRFIELD SRL - VIA ECHING 12 - 20090 TREZZANO SUL NAVIGLIO (MI)

Such notice may be sent by email to: info@fairfield.com

24.4 To exercise the right of withdrawal it is necessary to return the products intact and with the original labels not removed. The products must be packed with care in order to protect the original packages from any damage, affixing of writing or labels.

24.5 The products must be returned within 10 days of the date of receipt to the following address:

FAIRFIELD SRL - VIA ECHING 12 - 20090 TREZZANO SUL NAVIGLIO (MI)

The customer may:

1. request replacement of the product;
2. request a refund of the product price;
3. request a voucher equivalent to the amount paid, to be used at a later date.

Refund of the purchase price or any replacement of products shall take place within approx. 30 days of receipt of the returned goods, subject to verification of their condition.

24.6 The refund shall not include transport costs, both those incurred for original shipment of the goods as well as those for their subsequent return.

24.7 No refunds or replacements shall be made for products customised at the express request of the customer or which, by their nature, cannot be returned or are liable to rapid deterioration or alteration.

24.8 Discounted products are not refundable but may be replaced or a voucher of value equivalent to the amount paid may be requested for use at a later date.

24.9 Where replacement is requested, in the absence of availability of the product in stock on the part of the Seller, a voucher of value equivalent to the amount paid or a refund of the amount paid if not related to a discounted sale may be requested.



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25. Agreement storage procedures

25.1 Pursuant to Article 12 of Legislative Decree 70/2003, the Seller hereby informs the Buyer that each order sent is stored in digital and/or hard copy form on the server and/or at the premises of the Seller in accordance with criteria of confidentiality and security.

26. Copyright and patents

26.1 Fairfield warns the Buyer that the articles presented on the website www.fairfield.com may be the subject of a patent, trademark, copyright or other intellectual or industrial property rights owned by FAIRFIELD or third parties. FAIRFIELD is the owner of the copyright of the Catalogue, which may not be reproduced in whole or in part without the prior written consent of the same.

27. Special recommendations for international users

27.1 Bearing in mind the global nature of the Internet, the Buyer agrees to comply with all the rules applicable in his/her country of residence regarding the conduct of network users and admissible content and to comply with applicable laws regarding data transmission in Italy or in the country of residence.

28. Communications and complaints

28.1 Written communications to the Supplier and any complaints shall be considered valid only if sent to the following address:

FAIRFIELD SRL - VIA ECHING 12 - 20090 TREZZANO SUL NAVIGLIO (MI)

or sent by fax on +39 02 48407157 or sent by e-mail to: info@fairfield.com. The Buyer indicates in the registration form his/her residence or domicile, telephone number or email address to which communications of the Seller should be sent and is liable in the event of incorrect or inaccurate indication of such data.

29. Settlement of disputes

29.1 Should either Party intend to appeal to the ordinary judicial authorities, jurisdiction shall lie with the Court of Milan, or in the event that one of the parties is a Consumer, that of the place of residence or elected domicile of the said Consumer, mandatory pursuant to Article 33, paragraph 2, letter u) of Legislative Decree no. 206/2005.

30. Applicable law and references

30.1 This agreement is governed by Italian law which regulates its conclusion, execution and termination, and according to which it shall be interpreted, also for the purposes of settlement of any disputes arising from the same.

30.2 For everything not expressly provided for, legislation applicable to the relationships and cases provided for in this agreement shall apply and, in particular, Article. 5 of the Rome Convention of 1980.

30.3 Pursuant to Article 60 of Legislative Decree 206/2005, the provisions contained in Part III, Title III, Chapter I of Legislative Decree 206/2005 are expressly invoked here.

30.4 Application of the Vienna Convention of 1980, the United Nations Convention on international sales agreements of 11 April 1988 and any other international conventions are expressly excluded.



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31. Final clause

31.1 This agreement repeals and replaces any written or oral agreement, understanding or negotiation previously entered into between the Parties concerning the subject of this agreement.