

GENERAL SALES TERMS AND CONDITIONS

1. Definitions

For the purposes of these general sales terms and conditions (hereinafter called "Sales Terms And Conditions" the following terms will have the meaning attributed to them below:

- The term "Vendor/Company" means MOON'S Industries (Europe) S.r.l., VAT n. 06728930964, with headquarters in Vimercate (MB), at Via Torri Bianche, n.1.;
- The term "Customer" or "Purchaser" means any company, agency or legal entity which buys the Vendor's Products;
- The term "Contracting Parties/Parties" means the Vendor and the Customer together;
- The term "Product/s" means the goods marketed by the Vendor;
- The term "Purchase Order" means each purchase proposal that the Client sends to the Vendor;
- The term "Logos" means all the distinctive signs used by the Vendor to distinguish itself on the market;
- The term "Sales Terms and Conditions" means these General Sales Terms and Conditions"

2. Validity of the Sales Terms and Conditions

2.1. These General Sales Terms and Conditions regulate and govern the methods and conditions adopted for the sale of Products supplied by MOON'S Industries and can also be consulted in PDF format at the following web address: www.moonsindustries.eu.

2.2. No exception to the text of the aforementioned Sales Terms and Conditions shall be effective unless expressly accepted and approved in writing by the Vendor.

2.3. In any case, it is agreed forthwith that any supplement and/or amendment to these Sales Terms and Conditions shall only be valid for the specific purchase for which MOON'S Industries has intended to agree the variation requested by the Customer, in the ways referred to in the point above

2.4. No habits and/or practices established between the Parties shall be binding on MOON'S Industries.

2.5. In the case of even partial disagreement and/or conflict between the contents of these Sales Terms and Conditions and any Purchasing Conditions adopted by the Customer, priority shall be given by the latter to the MOON'S Industries General Sales Terms and Conditions.

2.6. In the case of one or several Sales Terms and Conditions being considered invalid, all the other conditions shall continue to be extant and in force.

3. General Terms and Conditions

- 3.1. All the contracts between Vendor and Customer are subject to these Sales Terms and Conditions.
- 3.2. Estimates and orders are not binding unless specified differently in writing.
- 3.3. The data and illustrations seen in MOON'S Industries' illustrative catalogues, brochures, circulars or other documents are intended as an indication. This data is not binding unless expressly mentioned as such in the confirmation of the Vendor's order.
- 3.4. MOON'S Industries reserves the power to make modifications to its products it deems fit, at any time.
- 3.5. If the Customer proposes modifications to the products as long in a way that they become mandatory to implement there will have to be a full agreement signed between the parties regarding the variations that these amendments should cause on the prices and on the previously established delivery periods. The prices could also be subject to variations if the quantities ordered are reduced or a faster delivery than the one already agreed is required.
- 3.6. - The Customer expressly undertakes not to make use of drawings, technical information and discoveries concerning the supply for reasons other than those provided for in the contract. Said material remains the property of the Supplier and the Customer may not give it to third parties nor reproduce it without written authorisation.
- 3.7. - The Customer is required to inform the Supplier before the contract is signed of any particular regulations to comply with in the country of final destination of the goods to be supplied.

4. Order and conclusion of the contract

- 4.1. The Customer's order constitutes a firm and irrevocable proposal pursuant to and for the effects of art. 1329 of the civil code and for it to be valid it must be written up and sent to the Vendor at the address specified below: mario@moonsindustries.com. The sending of an order by the Customer involves the precise and complete recognition as well as knowledge and acceptance of these Sales Terms and Conditions.
- 4.2. MOON'S Industries only accepts orders that have been regularly signed by the Customer and issued in the following ways: (a) on the Customer's headed paper or (b) on the Customer's headed fax or (c) confirmed by the Customer with stamp and signature on its official order or (d) by email through attachment that contains the characteristics referred to in letter a) above. Telephoned orders shall be allowed at the discretion of MOON'S Industries and will not be considered binding on MOON'S Industries unless confirmed in writing.
The Customer's orders will have to indicate the order number, the precise indication of the Products, their amount, the shipping address and any other delivery instructions.
- 4.3. The contract shall not be considered concluded until the Vendor has confirmed acceptance of the Customer's order in writing or until the Vendor has implemented the dispatch of the order received after the written notice of communication to the Customer.
- 4.4. With the acceptance of the order by the Vendor or with the dispatch of the same, it will no longer be possible for the Customer to ask for variations to the order placed.

4.5. MOON'S Industries is free to modify or change its Terms and Conditions of Sale at any time including its price lists and its offers.

4.6. Mistakes in the printing, writing and calculation in offers, confirmation of orders or invoices by MOON'S Industries where they can be seen by ordinary diligence shall not bind the Vendor who reserves the right to calculate any differences later.

5. Payment Terms and Conditions

5.1. The prices specified by MOON'S Industries in the offers, confirmation of orders and in invoices (and any equivalent value in other currencies if so agreed) are based on the internal price list expressed in Euro, VAT excluded current on the day on which the order is confirmed and on calculations made by Moon's Industries.

5.2. Moon Industries' invoices are intended as accepted if they are not challenged by the Customer in writing within 10 (ten) days from their receipt, on pain of forfeiture.

5.3. Should it be necessary for the Customer to alter the technical specifications of the Products ordered and these involve additional costs for the Vendor, the Vendor shall be entitled to obtain full payment after the sending of the specific pro-forma invoice.

5.4. Unless agreed differently in writing, the price of the supply agreed in the individual order shall be considered ex-works from MOON Industries' premises. The means of payment and the relevant terms are those agreed in advance with MOON'S Industries in the individual order; they shall be carried out only on the bank account indicated by MOON'S Industries.

5.5. If the payment for the supply is envisaged in instalments, it is agreed that the late payment or non-payment even of a single instalment granted by the Vendor to the Customer shall automatically invalidate the benefit of the deferred part-payment provision pursuant to and for the effects of art. 1186 of the civil code and the Vendor shall be entitled to expect payment of the full balance due immediately.

5.6. Should the Customer be late in paying or fail to pay for the supply covered in the contract, the Vendor shall be entitled to take legal action for the recovery of the amount owed to it without notice.

5.7. All the payments relative to the supplier relationship must be made in legal tender or in other contractually pre-arranged forms at the Vendor's offices.

5.8. Payments by the Customer may not be suspended or deferred for any reason or cause even in the case of a dispute with the Vendor arising. Any delay or irregularity in the payment shall entitle MOON'S Industries to write to suspend the supply and/or terminate the contract and/or cancel the orders in progress even if they have nothing to do with the payments in question and entitle MOONS' Industries to claim any damages. Any interests for arrears in the measure specified in Legislative Decree 192/2012 shall automatically be due from the payment due date.

5.9. Under no circumstances may the Customer reduce or offset the price with any receivables due to it from MOONS' Industries, however they have originated unless authorised in Advance in writing by MOONS' Industries. Reference is made in any case to the provisions of art. 1193 paragraph 2 of the civil code with regard to the imputation of the payment.

6. Ownership and privilege reserve

6.1. The supply is made with the "seller's retention of title" clause (art. 1523 et seq. of the civil code) until the actual complete payment or the success of any effects received.

6.2. The Customer in arrears or until it has become the actual owner of the Products purchased shall have to treat the same with the greatest care and attention by taking on itself the bailment obligations that law imposes in cases referred to in article 1766 and subsequent supplements of the civil code.

6.3. In compliance with the right of ownership as indicated above in favour of the Vendor, the Customer shall refrain from doing anything or behaving in such a way that it causes damage to the Products. The Vendor shall also be entitled after the simple notice to the Customer to enter the premises where the Products included in the supply are located to enable it to see and inspect them.

6.4. Until it has taken full ownership, the Customer shall be expressly forbidden from selling the Products included in the supply to third parties, commit them, offer them as a guarantee or perform any other action to dispose of the goods including their transfer to its foreign premises or to third parties. Moreover, the Customer shall be required to plead the subject to ownership in favour of the Vendor in all judicial and enforcement procedures where it could be involved and in a way it might be detrimental to the Vendor.

7. Transport and delivery

7.1. Unless expressly specified in writing, the shipment of the Products is intended as ex-works to the place indicated by you as the shipping address.

7.2. In the case of shipments ex-works or any other delivery where the choice of haulier is up to the Customer, it will be the responsibility of the Customer to send for loading to MOONS' Industries only vehicles suitable for the transport commissioned and with an adequate payload, in proper condition and suitable for the type of transport required. Should MOONS' Industries not consider the vehicle suitable for its type and payload or for any other reason that does not allow safe transit, MOONS' Industries shall consider itself enabled and authorised, for evident safety reasons, not to begin loading and the Customer forgoes herewith the raising of any objection in this regard.

7.3. Whatever the type of transport agreed, it will be the obligation of the Customer to present for loading only qualified hauliers regularly registered in the National Road Haulage Register or if they are not Italian, hauliers with EU licences or other equivalent valid authorisation for transport. The Customer takes note that MOONS' Industries, before loading, shall be entitled to verify the adequacy of the documentation regarding the vehicles sent for loading, the driving licence of the driver and the regularity of the documentation regarding the vehicle: if anomalies are found MOONS' Industries is held to be authorised to not begin loading and the Customer forgoes herewith the raising of any objection in this regard. In the case of road sections included in the context of different transport (e.g. Air, sea, multimodal etc....) the responsibility of the Customer is considered total and exclusive from the total loading of the truck at MOONS' Industries plant; apart from the insurance pay out, the Customer shall however be responsible for the full payment of the price of the supply even in the case of defect or loss of the load before embarkation on ship or aircraft.

7.4. The loading of the trucks sent by the Customer must be carried out exclusively by the Customer's personnel with resources of its own; MOON'S Industries shall limit itself to placing the goods, properly packaged and palletized on the tailboard. Under no circumstances and even where its own personnel has to collaborate in the loading, will MOON'S Industries be able to assume the position of loader and therefore be called to answer in cases of complaint, damage to the goods, losses, water damage or crushing during the transport, all the hypothesis of damage to the goods being the exclusive responsibility of the Customer and the haulier engaged thereby whatever the means agreed for the transport.

7.5. Any insurance cover for the goods shipped and transported commissioned by the Customer shall be under the exclusive responsibility of the latter, MOON'S Industries not being held responsible for this charge unless agreed differently with the Customer.

7.6. Any indication specified by the Vendor as far as delivery times are concerned are meant to be solely indicative and are expressly agreed with the clause "unforeseen circumstances excepted". The terms are understood to be calculated by working day to run from the date of the conclusion of the individual sale; every modification or supplement to the order requested by the Customer could determine a new start date for terms and the issue of a new order confirmation.

7.7. In any case, the Seller shall not be responsible for delays in deliveries caused by the incorrect issue of payment documents, for example letters of credit, guarantees or similar by the Customer.

7.8. The Vendor shall not be responsible in the case of delays in the delivery caused by fortuitous events or events of force majeure for example but by no means limited to: government orders, strikes or industrial unrest, lock outs, insurrections, delays in the delivery of raw materials or other circumstances that are not within the Vendor's normal control. None of the previously mentioned events shall authorise the Customer to cancel the contract and the terms of delivery shall be consequently extended.

8. Exclusions, passing of risks and reporting of defects

8.1. The risk to the goods shall be transferred to the Customer immediately after the delivery of the Products thereto or to the haulier engaged.

8.2. Any discrepancies in the amount of the goods delivered compared to the amount ordered shall not give the right to cancel the contract not to suspend payment but only the supplementing of the supply with the missing goods.

8.3. In any case, any faults and/or discrepancies must be reported by the Customer to the Vendor by means of a written letter sent by registered post with acknowledgement of receipt or by e mail to the legally certified email address no more than eight days from the receipt of the products on pain of forfeiture. It is understood that no claims or complaints entitle the Customer to suspend or anyway delay payments for the Products complained of no, much less, to other goods.

8.4. Returns of the goods must in any case be authorised by the Vendor.

8.5. The Customer undertakes not to use any defective products and to indicate any complaints by third parties it has become aware of without delay.

9. Non compliances

9.1 The Customer must pay for the goods in full by the due date and in conformity with the terms of payment agreed by the Vendor in its written acceptance of the offer.

9.2. In the case of late payment, the Vendor shall automatically apply interest on arrears accumulating pursuant to and for the effects of Legislative Decree 231/2002 as amended by subsequent Legislative Decree 192/2012.

9.3. The Customer shall not be authorised to withhold or delay payments of any amount due to the Company or exercise any right to offset payments in any manner of means.

10. Amendments and innovations

10.1. The Vendor reserves the right to make any technical and/or aesthetic improvements to the Products which, without altering the essential characteristics of the goods supplied and their usability in accordance with the specifications underlying the order, makes their functioning easier and safer.

11. After sales service and warranty

11.1. The Supplier guarantees the conformity of the products supplied, meaning that is to say that the products are free from material and/or working defects and conform with what is established in the specific contract accepted by the parties. In exception to articles 1490 et seq. of the civil code and unless agreed differently by the Parties MOON'S Industries Guarantees that its products are free from faults and defects for a period of 24 (twenty-four) months following the date of delivery to the haulier. The goods under warranty must be sent by the Customer for replacement and/or repair ex-works to MOON'S Industries' plant; once substituted and/or repaired they will be made available to the Customer for collection again ex-works from MOON'S Industries' plant.

11.2. Should MOON'S Industries be required to work on the products under warranty, said products must be sent by the customer to MOON'S Industries' plant. Only in these residual cases, carrying work where the goods are installed on the user's premises shall be chosen at MOON'S Industries' discretion.

11.3. The warrant shall not be effective for products whose defects are due to: (i) damage caused during transport; (ii) negligent or improper use of the products by the Customer; (iii) the products have not been stored in the ways indicated; (iv) the Customer has not installed the Products properly.

11.4. When the load arrives at its destination, the Customer must check it for quantity and quality. In the case of apparent defects, the Customer must indicate its express reserve to the carrier. Following the reserve the Customer must report the presence of faults or defects to MOON'S Industries, on pain of forfeiting the right to do so, within 8 (eight) days of the delivery or within 8 (eight) days of the discovery in the case of hidden faults or defaults or

those that cannot be detected by a person using a moderate degree of attention and anyway no more than 30(thirty) days of delivery pursuant to art. 8.5.

11.5. Complaints must be made in writing and must detail the defects or non-conformities disputed, as well as the references to the relative invoice or Carriage Note or order confirmation by MOON'S Industries. Furthermore, at the request of MOON'S Industries, appropriate photographic documentation must be attached to the complaints. Incomplete complaints will have no effect.

11.6. If a complaint is totally or partially unfounded, the Customer will be obliged to compensate MOON'S Industries for the expenses incurred by them for the assessment.

11.7. In any case, the Customer will not be able to enforce the warranty rights towards MI if the price of the products has not been paid under the conditions and within the agreed terms, even if the non-payment of the price at the conditions and terms agreed refers to products other than those for which the Customer intends to enforce the warranty. Payment even after the due date will lead to the resumption of the effectiveness of the guarantee until its original expiry.

11.8. MOON'S Industries will not be liable for any damage arising from and / or related to product defects. In any case, MOON'S Industries Shall not be held responsible for direct or consequential damage of any kind such as for example the compensation for damages, line stoppage, loss of earnings etc.)

11.9 Should the Seller have authorized the total or partial return, the goods must in any case be returned promptly in the identical conditions of supply, free of damage, signs of wear or tampering or any other condition not present at the time of delivery. All the costs for sending returns are considered the exclusive responsibility of the Customer

12. Termination of the contract

12.1. With the exception of cases of wilful misconduct or gross negligence, the Seller will in no case be liable for damages to persons and / or things deriving from the use of the product supplied. The responsibility will not extend in any case to indirect, unforeseeable damages and in any case outside the cases in which the product warranty can operate.

12.2. The Vendor reserves the right to withdraw from the contract and / or from the single order if it becomes aware of circumstances that cast doubt on the Purchaser's solvency for the payment of the price within the agreed terms.

13. Industrial and intellectual property

13.1. The purchase of the products and their direct or indirect use does not give rise to the transfer of any industrial or intellectual property rights over the products sold to the Customer. These remain the property of the Vendor.

13.2. BARBIFLEX shall supply, together with the product, the technical documentation that it considers necessary or that has previously agreed with the Customer, relevant to it and conforming with the provisions of the reference norms.

14. Applicable legislation and Competent Court

14.1. These general sales terms and conditions as for the individual sales of products by the Vendor to the Customer are regulated by Italian Law: the United Nations Convention of April 11, 1980 on the international sale of mobile goods (**Vienna Convention/CISG**) will be applied to the extent in which its provisions are not in conflict with these general sales terms and conditions. For the purpose of interpreting the terms of returns and any other commercial terms used by the Parties, please refer to the **INCOTERMS 2000** of the International Chamber of Commerce , taking into account the regulations provided for in these general conditions.

14.2. The conclusion of the contract - and in particular the jurisdiction and the inclusion of these general sales terms and conditions - as well as the parties rights and duties - pre-contractual responsibility and included accessory obligations - and its interpretation are regulated exclusively by these General Sales Terms and Conditions by the Italian Civil Code or where not regulated in them by the Convention of Vienna.

14.3. For all disputes concerning the conclusion, validity, interpretation, execution and termination of the supply and the contractual relations deriving from these Sales Terms and Conditions shall be the exclusive jurisdiction of the Italian Legal Authorities and in particular the Court of Milan with which the Parties have wished to exclude the competence of any other competing jurisdiction and any other court.

14.4. These general conditions have been drawn up in two versions, English and Italian; should there be a contrast between the text in Italian shall be considered the prevalent authentic version for the purposes of their interpretation.

15. Confidentiality

15.1. The customer undertakes to conserve the confidentiality of and not to divulge to third parties all information and technical data regarding the products purchased, how they work or the use thereof as well as any commercial or administrative information relative to the sales contract for the said goods (price, terms of payment and warranties etc.) unless it is strictly necessary for the legitimate use of the goods purchased for the entire duration of the contractual relationship and for three years following the delivery of all products.

16. Processing of personal data

16.1. Any personal data supplied or gathered during the operations carried out by the Customer shall be subject to the provisions and regulation of the rules in force for the protection of privacy pursuant to Legislative Decree 196/2003 and any amendments and integrations thereto including the GDPR.

Place, date

Customer's Stamp and Signature

Pursuant to and for the effects of art. 1341 of the civil code, the Customer following a careful examination of the abovementioned Sales Terms and Conditions declares that it expressly approves the following articles: Art 4 (Formation and purpose of the Contract); Art. 5 (Payment Terms and Conditions); Art. 6 (Reserve of Ownership); Art. 7 (Transport and delivery); Art.8.. (Producer's Responsibility; Passing of Risk); Art. 9 (Non-compliance); Art. 10 (Modifications and Innovations) Art. 11 (After sales service and warranty; Art. 12 (Termination of the contract); Art 14) Applicable law and jurisdiction).

Place, date

Customer's Stamp and Signature
