

GENERAL CONDITIONS OF SALE A.M.E.R. S.p.A.

1. SCOPE

These General Conditions of Sale have for scope and govern the supply of direct current electric motors, grinded motors, traction systems (hereinafter referred to as "Products") manufactured by A.M.E.R. S.p.A. (hereinafter referred to as "Supplier") to a Client (hereinafter referred to as "Purchaser").

2. CONCLUSION OF CONTRACT

The Purchaser's written purchase order is irrevocable until the acceptance or the refusal of the Supplier. The contract is considered concluded from the moment in which the Purchaser receives from the Supplier the written order confirmation, or else, if the Supplier, even without explicit acceptance, starts the performance of the supply carrying out the order. Place of conclusion of the contract is always intended to be the seat of the Supplier. Orders and/or changes of orders made orally or by telephone shall, in order to become effective, be confirmed by the Purchaser in writing.

3. DELIVERY

The delivery is considered performed when the Supplier puts the Products at Purchaser's disposal by the Supplier's premises, otherwise, in alternative, when the Supplier delivers the Products to the carrier for the forwarding to the Purchaser. The date of delivery of the Products is indicated on the written order confirmation. If the Purchaser refuses to receive the Products put at its disposal according to the above mentioned terms, the Supplier has in any case the right to receive the payment of the agreed price, upon issuing of sales invoice. In case of omitted withdrawal of the Products within five days from the date in which they are put at Purchaser's disposal, the Supplier may store the Products in a warehouse at Purchaser's own risk and charge. The Supplier reserves itself the right to defer the delivery term, without being bound to pay any indemnity in the following cases:

- a) force majeure cases (e.g. strike, lack or shortage of engine power, fire in the Supplier's premises and/or any event not chargeable to the Supplier;
- b) shortage, imprecision or Purchaser's delay in the transmission of the necessary indications for the performance of the order;
- c) possible modifications accepted by the Supplier after the receiving of the order;
- d) supply problems of raw materials.

4. TERMS

In consideration of the complexity of the manufacture, the terms of supply, of forwarding or delivery, however agreed, are neither peremptory nor essential terms, but must be intended as indicative and not binding for the Supplier. Possible delivery delays may not give rise to penalty, compensation, interests, termination, not even partial, of the contract at Supplier's charge. If the Supplier shall delay the delivery of the Products with respect to the foreseen term, on request of the Purchaser or for a reason even indirectly chargeable to it, all possible additional charges (e.g. warehouse, transfer or transport, etc.) are at Purchaser's charge.

5. TRANSPORT AND PACKAGING

Except for different written agreement, the Products are delivered ex Works -Incoterms 2000- and sent, always, at Purchaser's risk and danger, even if they are delivered to the place of destination. The insurance of the Products during the transport bears on the Purchaser. The Purchaser is liable for the clearance of the Products and for any other additional operation related to it. The Supplier provides for the packaging for the forwarding of the Products in the most appropriate way, and is not liable for possible damages, breakage, tampering or deficits occurred after the outgoing from the warehouses. The packaging is carried out according common experience, apart from specific requests by the Purchaser, which must be expressly indicated in writing on the order. Possible objections or claims about or related to the transport and/or complementary operations and/or subsequent to the transport, shall be proposed by the Purchaser exclusively against the carrier or possible third parties. The Supplier is held harmless from any liability in case of loss and damages of the Products caused by transport or improper manipulations.

6. DEFECTS AND PRODUCT LIABILITY

The warranty lasts 12 months and it begins from the date of issue of the delivery note. The Supplier warrants that the Products fulfil the technical specifications that it has communicated. The warranty does not include the parts of the Products subject to wear as well as defects arising from an improper conservation or use of the Products, from modifications or repair performed by the Purchaser without previous consent in writing from the Supplier, or from normal deterioration of the parts of the Products. Purchaser's claims for defects of the supplied Products shall be proposed in writing, by means of letter, fax or registered letter with return receipt, and brought to Supplier's attention within eight (8) days from delivery of the Products, on the contrary losing any right.

The document must include:

- A) ALL THE DATA INCLUDED IN THE LABEL ATTACHED TO EVERY PRODUCT
- B) SUPPLIER'S INVOICE NUMBER
- C) DATE OF SHIPMENT OF THE PRODUCT (DATE OF SHIPMENT NOTE)
- D) VERIFIED DEFECTS
- E) CONDITIONS OF USE.
- F) NAMES AND ADDRESSES OF THE PERSON TO BE CONTACTED

If the claim, proposed according to the above mentioned terms, is well-grounded the Supplier may provide, at its own discretion and in an agreed term, to refund the paid amount, to repair or to substitute the defective Products within the limits of availability of the warehouse. All the transportation expenses are at purchaser's own charge. In any case, Supplier's liability for defects of the delivered Products shall not exceed the value of the same Products. The Supplier's right of return of the claimed supply remains unrestricted. In any case the Purchaser's right to damages, expense reimburse of any kind or termination of the contract is excluded. The Supplier reserves itself the

right to examine if the claims are well-grounded. If the claims shall result groundless, the Supplier may put the inspection expenses at Purchaser's charge.

Objections and claims, anyway, do not allow the Purchaser to delay or to interrupt the payments. Any warranty shall cease if the Purchaser does not respect deadlines, terms of payment, and if the manual of instructions and use of the Product is not observed. The warranty shall also cease in case of removal of the identification label attached on every product or in case of use of the Products for applications that are not corresponding to the published technical specifications. Supplier's liability for damages to people from accidents of any kind caused by defective Products, is exclusively limited to the binding liability provided by law (for the United States of America are excluded the Punitive Damages).

7. PRICE

The price that the parties refer to for the purpose of these General Conditions, is indicated expressly in the order confirmation sent from the Supplier to the Purchaser. Catalogues, price lists or other promotional material represent only an indication of the type of Product and of the price, and the information, even technical, are not binding for the Supplier and may be changed without previous notice. In case of increase of material's costs, manpower or other expenses pending the supply, the Supplier has the right to adjust the prices starting from the date of the beginning of the increase.

8. PAYMENT

The price is intended gross of costs or charges and the payment must be made within the terms and conditions indicated on the order confirmation or on the sales invoice. The payment is considered valid if made directly to the Supplier at its legal seat and accepted by it and, in any case, in accordance with the currency and terms indicated in the sales invoice. Any payment made in a different place or way from the one agreed, will not be considered valid for the Supplier. In case of payment by means of letter of credit, the payment shall be made at a cash desk of an Italian bank. Any delay of payment will determine the charging of interests on arrears based on the amount of the official discount rate of the European Central Bank (ECB), plus a five point increase. As a dispensation to the Legislative Decree 9 October 2002 n. 231, it remains understood that the running of effect of the interests on arrears shall not be automatic; such effect will start only with a warning notice to the debtor. In addition, in case of non-payment by the Purchaser even of a single instalment, the Supplier, at its own discretion, may change terms and forms of payment concerning deliveries and/or pending orders, or else he may stop the fulfilment of its own obligations until the payment of the whole price (capital plus interests and costs) by the Purchaser has occurred, otherwise it may cancel them excluding the possibility that the Purchaser might claim damages or compensation of any kind, notwithstanding any and every right of the Supplier to obtain from the Purchaser the damages for any damage, costs and charges borne by the Supplier. In any case the Supplier reserves itself the right to terminate ipso iure the contract by means of communication in writing to the Purchaser, without notice to perform, as well as to take action against the Purchaser for the due payment and the indemnity for suffered damage. If the obligation of payment remains unfulfilled, according to this article, the Supplier has the right to sell the Products on behalf and at Purchaser's charge, communicating to the Purchaser time and place of the sale. If the payment shall occur by means of documentary credit, the documents shall be in the English language independently from the nationality of the contractor.

9. RETENTION OF TITLE

In case of sale with deferred payment, the Purchaser acquires ownership on the Products only after payment of the last instalment has occurred, taking on nevertheless the risk of total or partial loss of the Products from the moment of delivery. The taking on of the risk regards even cases of theft, fire or fortuitous event, which might have determined the total or partial loss of Products. The payment of the Products must occur, in any case, independently from the circumstances of the occurred total or partial loss of them. The Purchaser undertakes to not assign to third parties the enjoyment of the Products until it obtains the ownership and, in case of execution proceedings on the Products carried out by third parties, it undertakes to inform the proceeding authority about its capacity of simple holder of the Products. In this case, the Purchaser shall inform the Supplier of the beginning of the execution proceedings within the following 24 hours by means of registered letter with return receipt, to be sent at the Supplier's legal seat, anticipated by telefax or email.

10. TERMINATION

In case of bankruptcy proceedings against the Purchaser, of notorious state of financial difficulty or non-fulfilment of any of the contractual obligations, the Supplier may terminate the contract with communication in writing to the Purchaser. In case of termination of the contract, without prejudice of any other right, the Supplier is entitled to enter into the Purchaser's premises or in any place where the Products are located, and take possession of all or parts of the Products. The termination of the contract for any reason does not restrict the rights acquired from the Supplier until the time of termination. In case of termination, the amounts already paid remain acquired by the Supplier as a down payment on the major amounts still due by the Purchaser, apart from compensation of damages, and the Products shall be immediately returned to the Supplier, either at its legal seat or at the indicated place.

11. CONFIDENTIAL INFORMATION

All information concerning the know-how, owned by the Purchaser, as well as all the other commercial and firm information, that the Purchaser will acknowledge pending negotiations and the performance of the contract, shall be considered confidential. Such information shall not be used directly nor indirectly by the Purchaser, except in the necessary extent for the correct performance of the contract, nor shall be revealed to third parties. Confidential data include the information concerning the plants, means of production and all the other firm assets of the Supplier, as well as the models and the organisation of the production and the services offered by the Supplier, the commercial initiatives, the clients, the management and the running of the business of the Supplier's firm, the economic relations with third parties, etc. The Purchaser undertakes to adopt every reasonable caution to keep these information secret, communicating them only to its employees with observance of secrecy bond.

12. INTELLECTUAL PROPERTY RIGHTS

During the term of the contract and after its termination, the Purchaser shall not reveal, publish, spread, copy, imitate or use in any way any part of the patents, models, drawings and of the technical know-how owned by the Supplier. The Purchaser shall bear all costs, damages, expenses and losses suffered by the Supplier as a consequence of any violation of patent and/or trademark rights or on the models and drawings, or as a consequence of an improper spread of know-how related to the contract or to the use of the Products. The Purchaser must, without delay, communicate to the Supplier any news, fact or opinion which may be relevant in order to protect the patent and trademark rights, or models, drawings and know-how. The Purchaser holds harmless the Supplier from any claim by any third party towards it, and based on any asserted violation of intellectual and industrial property rights occurred during the supply of the Products and of their subsequent use by the Purchaser.

13. LANGUAGE

The original version of these general terms of supply are in the Italian language.

14. APPLICABLE LAW

The contract is governed by the Italian laws.

15. JURISDICTION

All controversies concerning the interpretation and performance of the contract shall be exclusively settled by the Italian Judicial Authority of the Vicenza court.

16. PRIVACY PROTECTION

The Purchaser declares to be informed of all elements established in art. 13 of the Legislative Decree of June 30, 2003 n. 196, and gives its consent, according to art. 23 of the above mentioned Decree, that its personal and business's data could be considered according to the law and eventually communicated to third parties and/or sent into the countries of the European Union or in third countries in accordance with articles 42 and 43, in particularly to foreign people, also to extra-communitarians, which collaboration should be necessary. The Purchaser authorizes expressly the Supplier to indicate in its advertisement material, announcements, news papers or magazines, the Purchaser name as a company purchaser of the Supply's Products.

FINAL CLAUSE

These general terms of sale replace and prevail on any previous agreement between Supplier and Purchaser.

THE SUPPLIER _____ THE PURCHASER _____

ONLY FOR ITALY

SPECIFIC APPROVAL

According to and in effect of the article 1341 c.c., the Purchaser declares to have read carefully and to approve expressly the following clauses of these general terms of the contract: art. 2: Conclusion of the Contract; art. 3: Delivery; art. 4: Terms; art. 5: Transport and Packaging; art. 6: Defects and Product Liability; art. 7: Price; art. 8: Payment; art. 10: Termination; art. 11: Confidential information; art. 12: Intellectual Property Rights; art. 13: Language; art. 14: Applicable; art.15: Jurisdiction; art. 16: Privacy protection.

THE PURCHASER _____