

1. General Sales Conditions

1. General provisions

1.1 - Except as otherwise expressly provided for in Romaco's Special Conditions of Sale the present general conditions of sale (hereinafter referred to the "General Conditions") shall apply to the sale of machines manufactured and distributed by Romaco S.r.l. – (hereinafter referred to singularly as the "Machine" and collectively as the "Machines"), with registered office at Pianoro Fraz. Rastignano (Bologna) - Italy, 5 Marzabotto Street (hereinafter also referred to as "Romaco" or the "Seller").

1.2 - All the contracts for the sale of the Machines (hereinafter referred to as the "Sale") executed in Italy and abroad among Seller and its customers (hereinafter individually referred to as the "Buyer") are governed by the present General Conditions.

1.3 - The General Conditions applying to each Sale are those in force on the date of the concerned Sale and included in the Romaco's Confirmation of Order.

2. Ancillary documents and execution of the sale contract (Sale)

2.1 - Any ancillary documents related to the Sale such as, by way of example, photos, designs, specifications on weight and measures, are only for reference purposes, unless it is expressly indicated by the Seller that such items are to be considered binding. The operational and consumption specifications are not binding, unless otherwise expressly indicated.

2.2 - The sale contract (the Sale) shall be considered entered into, when Romaco receives its Confirmation of Order, including the details of the Machine/-s, these General Conditions and the Special Conditions of Sale, if any, duly signed and initialled on each page by the Buyer by e-mail, with the originals following by post or courier, within and not later than 30 days from the date of issue of Romaco's Confirmation of Order. The Seller expressly reserves the right not to perform any Buyer's Order if the Confirmation of such Order is not returned duly signed or is received by the Seller after its term of validity.

2.3 - Romaco shall not be bound by any change proposed by the Buyer after execution of the Sale unless such change is specifically accepted in writing by Romaco.

2.4 - Should a payment be provided upon entering into of the Sale, the contract shall be deemed effective and binding for Romaco only subject to full performance of said payment.

3. Delivery

3.1 - Unless otherwise expressly agreed in writing between the parties, the delivery of the Machines shall be at Seller's premises (EXW), such a term having the meaning given to same by the Incoterms in force at the time of the Sale, edited by the International Chamber of Commerce of Paris.

3.2 - The delivery terms shall run provided that the Buyer, at its own care and costs, has given to the Seller all information and materials necessary to perform the Order, such as technical details, samples for the construction of the size formats (vials, caps, alu-caps, tubes, cartons, etc) and testing materials for the

Factory Acceptance Test (FAT) to test the Machines/lines; should the Buyer fail to provide such samples and testing materials, Romaco shall have the option to construct the size format based on the technical details as provided, to perform the FAT with its own testing materials and to deliver the concerned Machine.

3.3 - The delivery terms shall run provided that the Buyer has fulfilled its payment obligations.

3.4 - The Seller shall do its best to comply with the delivery terms agreed upon; without prejudice to the mandatory limits set forth by the applicable law, any delivery delay shall not entitle the Buyer to claim termination of the contract or damages of any kind. Any later modification requested by the Buyer has no validity unless accepted in writing by the Seller, indicating new delivery, prices and payment terms, without prejudice to the payment terms agreed to in the original Confirmation of Order.

3.5 - The delivery terms shall be deemed automatically and proportionally extended in the following events:

- (a) insufficiency, mistake or delays of the Buyer in forwarding any indications necessary for the performance of the Sale, including the testing materials to test the Machines;
- (b) force majeure, such as, by way of example, lack or insufficiency of energy, strikes -total or partial-, riots, wars and any other case not dependent on the Seller, even if occurred at this latter's suppliers, without prejudice to the Seller's right to terminate the contract pursuant to Section 10 below;
- (c) Buyer's default under the payment conditions, without prejudice to the Seller's right to terminate the contract pursuant to Section 10 below.

3.bis. Transfer of title and passing of risk of loss

3.bis.1 - The transfer to Buyer of the property title over the purchased Machines shall occur at the time of passing of risk as provided by the applicable Incoterms.

4. Price and payment conditions

4.1 - The purchase price of the Machines (hereinafter the "Price") shall be deemed net of VAT, at Seller's premises (Ex Works), unless otherwise expressly agreed upon in writing between the parties; the Seller is entitled to revise prices in case the Buyer, after the issue of the Order Confirmation, requests such technical modifications or amendments of the agreed contractual conditions.

4.2 - Except as otherwise expressly agreed upon in writing between the parties the Price shall be paid by the Buyer as follows: 40% upon execution of the Confirmation of Order, 60% upon the positive Factory Acceptance Test (FAT); or 40% upon execution of the Confirmation of Order and 60% against irrevocable and confirmed documentary letter of credit, issued by primary bank and cashable at sight against shipping documents.

4.3 - Payments may not be withheld by the Buyer for any reason whatsoever, and the latter expressly agrees to be entitled to raise any claim or complaint only after having duly and fully performed its payment obligations.

4.4 - Any delay in payments shall cause the charge of interests at the rate provided for by Italian law for commercial debts; it also will cause the acceleration of Buyer's payments, if any instalment was provided, so that all amounts due by Buyer, shall become fully payable immediately upon Seller's request by registered mail.

Should the Buyer fail to pay any amount due to the Seller before the date of delivery, the latter will be entitled to suspend the supply, without prejudice to the other remedies provided for by the contract and the law.

5. Additional costs and duties

5.1 - Unless otherwise expressly agreed upon in writing, any and all taxes, duties, testing costs further to the Factory Acceptance Test (FAT), as well as any packaging, transport and insurance costs connected to the Machines and, in general, any other cost and duty, present or future, accessory to the Sale, shall be borne by the Buyer.

5.2 – Any Seller's activity related to the assembling of the Machines and to the Site Acceptance Test (SAT) at Buyer's location, as well as any after-sale assistance provided by the Seller by virtue of a specific agreement with the Buyer, and the costs connected thereto, shall be charged in addition to the Price of the Machines, based on the Seller's price-list and tariffs in force upon the date of the Sale.

6. Warranty

6.1 - The Seller warrants that the Machines are compliant with the binding European rules, including in the matter of safety, as well as free of defects which render same unfit for the use for which they are intended, for a 12-month period running from the Site Acceptance Test (SAT), if any, and provided that such Site Acceptance Test (SAT) has been performed by a technician appointed by the Seller. In any case the warranty shall last no longer than 18 (eighteen) months as of the date of delivery of the Machines.

6.2 - The warranty is valid for the above-mentioned period on the assumption that the Machines are working for daily turns of no more than 8 hours consecutive; it is understood that, in case of longer working shifts, the validity period of the guarantee will be reduced proportionally.

6.3 - The Seller therefore undertakes to replace or repair, at its own discretion, care and costs, save what specified in paragraph 6.5 below, and as soon as possible, at Seller's premises or at Buyer's premises or in the place where the Machines have been received, the Machines or the components thereof that should be broken or defective due to faulty manufacturing.

6.4 - The warranty does not apply in case of defects due to the Buyer or any third party. In particular the Seller is not liable for normal wear and tear, improper use, non-compliance with use instructions, wrong installation by the Buyer or third persons, unfit logistic location, defects arising from the transport of the Machines or in the event of changes to the Machines without the Seller's written consent; moreover, the Seller's warranty is conditioned upon the performance of all Buyer's contractual obligations.

6.5 - Unless otherwise expressly agreed upon in writing, during the warranty period, the costs of transport necessary for the replacement of the Machines or components thereof shall be borne by the Seller, while the costs of installation connected thereto will be invoiced to the Buyer based on the Seller's tariffs in force at that time.

6.6 - Any replaced and/or waste parts shall be the property of the Seller; same will be returned, at Buyer's costs, to the Seller's

premises or in any other place indicated by the Seller. The Seller, however, can allow in writing the Buyer to retain same.

6.7 - The warranty provided for in this section 6 is the sole granted by the Seller. It is expressly excluded or waived any different right of the Buyer, including the right to recover any damages (including, without limitation, costs and loss of profit, as a consequence of the use or not-use of the Machines, installation of these latter in production lines either acquired by the Buyer from third party manufacturers or existing) or to terminate the contract, within the mandatory limits of the law.

7. Factory Acceptance Test (FAT)

7.1 - The Machines are carefully inspected during and after manufacturing and are subject to the Seller's standard tests at its own factory before delivery. Any additional test required by the Buyer shall be expressly agreed upon in writing and shall cause the payment of additional consideration.

7.2 - The Buyer, at its own care and costs, shall provide the Seller with any information and technical details, samples and materials necessary for testing the Machines, in accordance with the terms and the quantities expressly indicated by the Seller in the Offer.

7.3 - The acceptance tests will be performed in compliance with the Romaco standards and with the international rules or, in any case, pursuant to the provisions in force upon the date of the Offer.

7.4 - The Buyer is required to provide the Seller – at his own expenses (which include also duty, freight, transport, etc....) - at least 60 days before the date of the Factory Acceptance Test, with the samples and the materials necessary to test the Machines, according to the quantities expressly specified in the Confirmation of Order; lacking such provision, the Seller will be entitled – at Buyer's expenses – to carry out the tests using standard placebo and European material of good manufacture. At the end of FAT the testing materials sent by the Buyer will be destroyed, according the Italian law in force, unless different instructions from the Buyer itself. Any particular care will not be granted to keep the secrecy of the product nature unless upon clear written instructions from the Buyer.

7.5 - The Buyer is bound to attend, personally or through a technician appointed by the latter, the Factory Acceptance Test (FAT); the Seller will give notice to the Buyer of the date scheduled for the Factory Acceptance Test 21 (twenty one) days before such a date. The Buyer has to confirm immediately whether he attends such tests or has to request suitable alternative date.

7.6 - In the event that the Buyer does not attend, personally or through a technician appointed as above, Romaco is entitled to proceed in Buyer's absence. The Seller will forward the internal FAT Protocols duly fulfilled by the Seller and the results of the Factory Acceptance Test indicated by the Seller shall be deemed accepted by the Buyer.

7.7 - The positive result of the FAT shall entitle the Seller to deliver the Machine.

8. Additional Services: Start-up / Commissioning and Site Acceptance Test (S.A.T.):

8.1 - If so agreed between Romaco and Buyer, Romaco will send its skilled technicians to start-up the Machine in Buyer's factory; the

number of technicians and the days of intervention will be adequate to the concerned Machines. Buyer's intention to obtain Romaco technicians' start up has to be indicated in the Buyer's purchase Order and in any case at least one month before the estimated delivery date of the machine. The intended date of the commissioning must be communicated to Romaco at least eight (8) weeks in advance.

8.2 - The final tests (SAT) will be performed according to the Romaco standard procedures for installation and commissioning. In particular, the Buyer shall supply, at its own expenses and responsibility, the necessary auxiliary workers and technical means and shall do everything necessary to guarantee that the installation and the related operations can start immediately upon arrival of the Seller's staff and continue without interruption until completion. Periods of idle wait, if any, shall always be intended at Buyer's charge.

8.3 - In particular, it is the Buyer's duty:

- to complete all necessary works - of any nature - before the beginning of the Romaco technicians' activities and, in particular, to provide all that is necessary to assure the safety of said technicians;
- to make available packing and packaging materials, in the quantity and of the quality necessary for the starting of the Machine;
- to get the required connections (lighting, power, water, etc.) ready;
- to get the required tools and equipment, including lifting and handling equipment ready;
- to make available rooms which can be locked for the safekeeping of tools belonging to the Seller's staff;
- to transport with suitable means the parts to be assembled to the site, assuring the protection against harmful influences of any kind;
- to sign the time-sheet the Seller's staff will be provided with, in order to ascertain the hours worked by said staff; lacking said signing, the hours invoiced by the Seller shall be considered correct and no later objections shall be accepted.

8.4 - The additional services of start-up, commissioning and SAT shall be charged on Buyer based on Romaco's prices and tariffs in force at the time of request.

8.5 - The Buyer commits to take care of and to apply all safety measures to prevent any accidents at work and to protect the personnel employed for the installation according to the laws applicable to that personnel. Particularly, the Buyer commits to provide all safety equipment necessary to protect the personnel employed for the installation and to prevent accidents at work.

9. After-Sale Assistance

9.1 - The after-sale assistance will be provided by the Seller to the Buyer if requested, according to the Seller's price list and tariffs in force at the time of the request.

9.2 - The after-sale assistance, once agreed, can be revoked if the Buyer installs on the Machine devices not manufactured by the Seller or if the Buyer modifies the equipment without Seller's written consent.

10. Seller's right to terminate the contract

10.1 - The Seller is entitled to terminate the Sale forthwith whenever, i) the Buyer fails to fulfil its payment obligations, ii) the Buyer's financial capability is uncertain, iii) the Seller is not in a position to perform delivery on the agreed upon date for a cause not dependent on same, including, without limitations, governmental orders, strikes, occupation of factories, fires, explosions and/or lack of raw materials and means of transport.

11. Governing law and forum selection

11.1 - These General Conditions and the Sales to which they apply are governed solely by the laws of Italy, without reference to conflict of laws.

11.2 - Unless otherwise agreed in writing between the Parties, any dispute arising out of or in connection with these General Conditions and/or the Sales to which same apply, shall be exclusively examined by the Courts of Bologna (Italy), without prejudice to the Seller's right, within its own discretion, to sue the Buyer for any action whatsoever before the Courts of the state where the latter is domiciled.

The Buyer declares, after careful reading, to accept the foregoing General Conditions of Sale.

The Buyer Date

Pursuant to, and for the purposes of, Italian Law, the Buyer declares to acknowledge and specifically approve the following sections of the foregoing General Conditions of Sale: section 2 (Ancillary documents and execution of the sale agreement); section 3 (Delivery); section 3.bis (transfer of title and passing of risk of loss) section 4 (Price and payment conditions); section 6 (Warranty); section 7 (Factory Acceptance Test); section 8 (Additional Services: Start-up/Commissioning and Site Acceptance Test (S.A.T.)), section 9 (After-Sale Assistance), section 10 (Seller's right to terminate the sale agreement); section 11 (Governing law and forum selection).

The Buyer Date
