

Commercial Proposal 249074

Issuing Date: **04/10/2012** Rev: **0**

Customer

REM

Project

UNKNOWN

Customer Reference

ASI Sales Contact

CALLIGARIS MATTIA

Mail: mattia.calligaris@asiansaldo.com

Telephone: +39 0481 717 181

Mobile:

Proposal Engineers

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Delivery Location

EXW, MONFALCONE

Packing Type

MINIMUM PACKING FOR ROAD
 TRANSPORTATION

Delivery Time

6,5 MONTHS FROM ORDER CONFIRMATION

On-site Services of Personnel

NOT INCLUDED

Notes

La morsettiera di linea potrebbe essere in posizione centrale sullo stesso lato della carcassa anziché nella zona NDE

Base Items						
Pos	Qty	Type of Supply	Model Type / Item	Customer Item	Unit Price €	Total Price €
01	1	Machine	N500L10 - N500L10	N500L10 N.61908	62,000.00	62,000.00

Payment Schedule

30% down payment after order confirmation
 70% payment at goods ready to delivery

Method

BANK TRANSFER

Warranty Terms

12 MONTHS FROM COMMISSIONING NOT MORE THEN 18 FROM DELIVERY

General Commercial Conditions

According to Ansaldo Sistemi Industriali General Conditions of sales attached to the present proposal.

Unless otherwise specified:

MOTOR SELECTION AND GUARANTEED CHARACTERISTICS ARE NOT BINDING.
 ANSALDO RESERVES THE RIGHT TO MODIFY THE INDICATED DATA AND MOTOR SELECTION AFTER CHECKING THE
 COUPLED MACHINE DATA AND ELECTRICAL / MECHANICAL CHARACTERISTICS OF THE POSSIBLE EXISTING MACHINE.
 A POSSIBLE ORDER WILL BE CONFIRMED ONLY AFTER RETURNING DATA SHEET AND OVERALL DIMENSIONS DRAWING
 SIGNED AND ACCEPTED

This Proposal is valid up to the (dd/mm/yyyy)

11/12/2012

Sales Account Signature

Sales Manager Approval

2) GENERAL COMMERCIAL CONDITIONS

- 2.1 GUARANTEE
- 2.2 TITLE AND RISK
- 2.3 FORCE MAJEURE
- 2.4 SECRECY OBLIGATIONS
- 2.5 VISAS AND PERMITS
- 2.6 TAXES AND DUTIES
- 2.7 VARIATIONS
- 2.8 CONSEQUENTIAL DAMAGES
- 2.9 APPLICABLE LAW AND ARBITRATION

2.1 Guarantee

The seller guarantees that the goods to be supplied shall be new and free from defects, and shall be of good workmanship and materials, in accordance with contract specifications, and shall, under normal operation, show no defect due to materials or workmanship.

However, wear and tear parts shall be excluded from seller's guarantees.

Seller's obligations shall be effective for 18 (eighteen) months from the date of the last major shipment of such goods.

If, during the aforesaid guarantee period, the goods fail to meet the guarantee as provided above and the buyer informs the seller thereof stating in writing the nature of such failure, the seller shall, subject to its inspections, at its option, repair, replace or modify the goods or part thereof with all possible speed at the site.

Transportation, disassembly, handling and assembly costs related thereto shall be borne by the buyer.

The seller shall not be responsible and these guarantees shall not apply, if the goods have been subjected to any of the following:

- a) damage in transit, improper storage or handling, installation, incorrect or negligent operation or improper maintenance;
- b) any alteration made other than with the consent of the seller;
- c) normal wear and tear of the goods.

2.2 Title and Risk

In accordance with INCOTERMS 2000.

2.3 Force Majeure

Should either party be prevented wholly or in part from fulfilling any of its obligations under the contract for reasons of force majeure, such obligation shall be suspended to the extent and as long as such obligation is affected by force majeure and the party claiming under this article shall be entitled to such extension of time to fulfil such obligation as may be reasonable necessary in the circumstances.

Force majeure hereunder shall be defined as any of the following events: war, revolution, insurrection, acts of governmental authorities, act of God, plague, freight embargoes, earthquakes, tidal waves, typhoons, storms, fires, explosion, flood, strikes of any conditions of any kind beyond control of the affected party.

If force majeure is lasting for more than 60 (sixty) days then the parties shall meet and mutually agree upon how to implement the contract. In the event that no agreement is reached within 30 (thirty) days after the expiry of the period, either party shall be entitled to terminate the contract.

2.4 Secrecy Obligations

The buyer shall be obliged to keep in strict confidence and to bind all of its employees to keep in strict confidence all the commercial and technical information received directly or indirectly from the seller under the Contract and shall not at any time disclose such information to any other party for any purpose other than that of operation and/or maintenance of the goods or any part thereof without the seller's prior written consent.

2.5 Visas and Permits

The buyer shall arrange and assist the seller in obtaining all visas, working permits, import and other licenses, registrations, certifications, declarations and other legal documents required in buyer's country for the execution of the contract as promptly as possible.

2.6 Taxes and Duties

The seller shall assume the payment of any and all the duties, tariffs for export or other taxes or charges imposed by the government or other competent authorities of Italy, while the buyer shall assume any other payment imposed any other government or competent authorities.

In case such taxes are in any form imposed to the seller, the buyer shall hold the seller harmless.

2.7 Variations

During executions of the supply, the buyer may request in writing to apply variations to the contract. All modifications of the scope of supply are considered variations, included any modifications to drawings, technical specifications or technical documentation, method of shipment, packing, instalment or commissioning, place and time of delivery, quality or quantity of the supply.
 The supplier within 20 days from the request, will provide the buyer an estimate of the possible increase of the costs due to variations as well as the possible extension of the delivery schedule.
 The variations will be performed by the supplier only if the buyer sends a written acceptance within 10 days from the receiving of the estimate.

2.8 Consequential Damages

Except in case of fraud or major fault, the supplier will take no liability for any indirect, consequential damages and/or loss of production and /or loss of profits.

2.9 Applicable Law and Arbitration

All disputes which cannot be settled amicably under or in relation to this contract shall be resolved by arbitration according to the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with these rules. The execution, interpretation and implementation of this contract shall be governed by French law. The arbitral procedure shall be held in Paris, France and will be conducted in English language.

Please return this document signed for acceptance.

 The Client

Prepared
CALLIGARIS MATTIA
Proposal Service

Checked
Sussi Davide
Commercial & Proposal Service

Approved
Gagliardi Zaverio
Vice President Service

ANSALDO SISTEMI INDUSTRIALI S.P.A SALES GENERAL CONDITIONS

1. Applicability.

The present sales general conditions apply to all supply agreements between Ansaldo Sistemi Industriali S.p.A. and the client.

It is however intended that any special clauses generated by Ansaldo Sistemi Industriali S.p.A. and included in specific supply contracts will apply, taking precedence over the present sales general conditions, in those sections where a conflict may arise and/or are not applicable.

The client acknowledges and accepts in their entirety the present sales general conditions and waives its own general conditions of purchase in favor of Ansaldo Sistemi Industriali S.p.A. wherever indicated.

2. Validity of the contract.

Ansaldo Sistemi Industriali S.p.A. proposal is effective only if submitted in written form and valid for the period indicated in the proposal.

The present sales general conditions must be attached to the purchase order, duly signed by the client in all parts. The contract is intended as effective at the time the client receives the purchase order acceptance from Ansaldo Sistemi Industriali S.p.A.

The contractual relationships between Ansaldo Sistemi Industriali S.p.A. and the client are in any case intended as governed by the present sales general conditions also in case the client does not return these general conditions attached to the purchase order.

3. Price.

Unless differently (specifically) agreed in written, the price refers to products delivered ex works at Ansaldo Sistemi Industriali S.p.A., do not include packing, VAT, customs, insurance, shipping, and, in general terms, fiscal or financial costs for the sale and exportation. The agreed prices do not bind the vendor in the event of changes in quantity and quality of the products to be supplied, and can be revised in those cases indicated at the following article 5, regarding the extension of the delivery schedule because of the client or third parties designated by the client.

4. Payment terms.

Unless differently agreed in written, the payments will be done by cash order.

Unless differently agreed in written, the payment will be done in two installments, respectively 30% and 70% of the full price and upon two different due invoices.

The client shall pay 30% of the order price not later than thirty days after the date of the invoice that Ansaldo Sistemi Industriali S.p.A. can issue from the date of Ansaldo Sistemi Industriali S.p.A. purchase order acceptance.

The 70% of the order price shall be paid not later than thirty days after the date of the invoice that Ansaldo Sistemi Industriali S.p.A. can issue from the date the client is notified that the goods are ready to be collected.

If the payment, prior written agreement, is made through bills or securities, these are intended received subject to their collection, and do not constitute a novation; therefore they do not waive any Ansaldo Sistemi Industriali S.p.A. rights to the default interests indicated at the following paragraph, and entitles the vendor to charge all related expenses or commissions to the client.

In case of client's late payments, the vendor will charge a 5% default interest, plus any indemnification for greater damages. Under no circumstances the client can put on hold or defer a payment, not even if the client claims a late delivery or the lack of parts not essential to the supply.

5. Delivery dates.

The delivery dates are the dates previously agreed upon and indicated in the purchase order acceptance.

Ansaldo Sistemi Industriali S.p.A. can put on hold the delivery of their goods if the client does not meet timely the payment conditions. Under no circumstances Ansaldo Sistemi Industriali S.p.A. can be held responsible for delivery delays, if

- a) the client or third parties designated by the client do not provide, prior or during the works, the data necessary at the established time;
- b) the client or third parties designated by the client delay the approval of Ansaldo Sistemi Industriali S.p.A., drawings or diagrams,
- c) the client requests changes during the performance of the order;
- d) the client or third parties designated by the client delay delivery of materials prior or during the works.

6. Delivery place and terms.

Unless differently agreed in written, Ansaldo Sistemi Industriali S.p.A. delivers the goods ex works, by handing over the goods to the client or third parties designated by the client.

In case the client does not collect the goods within the established delivery terms, Ansaldo Sistemi Industriali S.p.A., at its sole discretion, will be entitled to select a third party and assign the transportation of the goods, free from any responsibility for such decision.

All contract related risks, including loss, damage, misplacement and/or theft, are transferred to the client at the time the goods are loaded by the client or the third parties designated by the client or delivered by Ansaldo Sistemi Industriali S.p.A. under the hypothesis of the previous paragraph.

All contract related risks are transferred to the client at the time the goods are loaded even if the shipment is to be done by Ansaldo Sistemi Industriali S.p.A., in force of a written agreement as an exception to the present sales general conditions.

The goods will travel always at the client's expense and will not be insured against transportation risks, unless otherwise agreed by the parties.

In case the client fails to collect the goods, Ansaldo Sistemi Industriali S.p.A. will be entitled to charge the client 1% (one per cent) per month of the contractual price of the goods not collected, for warehousing costs, in addition to the provisions of article 4, concerning the default interests.

The warehousing will be done at the client's risks.

The client is obligated to check the goods and notify any discrepancies, prior to accepting the delivery from the courier, and, therefore, prior to signing the transportation document for receipt.

Any defects or damages not visible at the time of the delivery, shall be notified to the courier by certified letter, with copy to Ansaldo Sistemi Industriali S.p.A., within eight days from the goods receipt. In case of failure, the client will lose the related rights. Goods and packing in return will not be accepted, unless previously agreed in written by Ansaldo Sistemi Industriali S.p.A. Also in this case all items will travel at the sole client's risk and expenses.

7. Retention of property rights.

It is explicitly agreed that, in case of supplies with deferred payments, the client becomes the owner of the goods received only at the time of the payment of the balance installment, still bearing the risks from the time of delivery. Unless differently agreed in written with Ansaldo Sistemi Industriali S.p.A., any client's deed or behavior that is of prejudice to Ansaldo Sistemi Industriali S.p.A. right to reclaim the goods, will make the client liable towards Ansaldo Sistemi Industriali S.p.A., including any applicable legal sanctions.

8. Technical data and characteristics.

The products, unless differently agreed, comply with the IEC (International Electrotechnical Commission) regulations. The only binding technical data are those specified in the contract, while the data contained in brochures or in the proposal general descriptions, are intended for information only and not binding. Ansaldo Sistemi Industriali S.p.A. reserves the right to incorporate not substantial alterations to the products, that are deemed convenient, with no right to the client to raise objections.

9. Suspension of deliveries.

Ansaldo Sistemi Industriali S.p.A. is entitled to suspend a delivery, if the client fails to honor even one payment at the agreed time, or if is delinquent in another contract or any other obligation to Ansaldo Sistemi Industriali S.p.A.

In addition Ansaldo Sistemi Industriali S.p.A. can suspend the deliveries after the contract award if the financial conditions of the client change substantially, as in case of one or more protests, judicial procedures, initiations of collateral and/or mortgage assignments, request of bankruptcy protection procedures, arrangement with creditors, bankruptcy or termination of operations.

10. Test.

All products are tested before the delivery to the client, in accordance to the regulation mentioned in article 8.

If an acceptance test is required, the products that are part of the scope of supply, will be tested at Ansaldo Sistemi Industriali S.p.A. premises.

The client can attend to the acceptance test at its expenses, by notifying Ansaldo Sistemi Industriali S.p.A. at least 48 hours before the acceptance test commencement. In such event, Ansaldo Sistemi Industriali S.p.A. will inform the client, with ample notice, about the day and the time the acceptance test are scheduled. The acceptance test will be carried out also in the event the client is not present at time established. In this case, the results will be provided. If the client requests and Ansaldo Sistemi Industriali S.p.A. accepts to perform particular acceptance test, the relevant costs will be borne by the client.

If the acceptance test results are positive, the goods are intended as accepted by the client.

11. Installation.

Unless differently agreed, the installation of the equipment and the assembling of loosely delivered parts will be carried out by the client at its own expenses.

12. Warranty.

Ansaldo Sistemi Industriali S.p.A. warrants the correct operation of the scope of supply for the following periods:

1. automation systems: 12 months from delivery;
2. loose parts: 24 months from delivery.

At the end of the period, the warranty expires, also in case the goods have not been in service for any reason. In case of failure or defects during the guarantee period, Ansaldo Sistemi Industriali S.p.A. will repair or replace at no charge and as soon as possible the defective parts, unless because of assembling errors performed by the client or third parties, bad use of the products, lack or erroneous maintenance, natural wear, failures caused by the buyer's incompetence or negligence or transportation, poor storage

of the products, failure of the client to immediately adopt all measures to limit any dysfunctions, overloads exceeding the contractual limits, not authorized operations, mishandling carried out or made carried out by the client, fortuitous circumstances or force majeure.

The guarantee repair or replacement operations will be carried out by Ansaldo Sistemi Industriali S.p.A. or by assignment of Ansaldo Sistemi Industriali S.p.A. at their facilities, in a third party facility or on site.

If, upon the client's request, Ansaldo Sistemi Industriali S.p.A. agrees to perform guarantee operations on site, all the Ansaldo Sistemi Industriali personnel travel costs will be borne by the client, who will be also responsible for the arrangement of personnel and equipment necessary to Ansaldo Sistemi Industriali S.p.A. for the execution of the repair or replacement operations.

The repair or replacement operations will be carried out only at the condition that the client has fully met all obligations. The client cannot waive its obligations in any case the guarantee clause is invoked.

The timing for the repair or replacement of defective items will be agreed upon between Ansaldo Sistemi Industriali S.p.A. and the client. The client shall notify Ansaldo Sistemi Industriali S.p.A. in written form of any defects and/or flaws within 8 (eight) days from the receipt of the goods, in case of visible defects and/or flaws and within 8 (eight) days from the discovery of defects and/or flaws in case of hidden defects. The shipment of any products alleged defective from the client to Ansaldo Sistemi Industriali S.p.A. and subsequently from Ansaldo Sistemi Industriali S.p.A. to the client, will be at the client's risk, and shall be covered by an adequate insurance policy by the client. The repaired or replaced products will travel at the client's risks and expenses. Any claim related to a shipment will have no effect in regard to the rest of the supply. All parts replaced by Ansaldo Sistemi Industriali S.p.A. will become the Ansaldo Sistemi Industriali S.p.A. property. The reparation carried out by Ansaldo Sistemi Industriali S.p.A., exclude any other liability of the company towards the client.

13. Liability

Ansaldo Sistemi Industriali S.p.A. liability for all direct damages and however connected to the performance of the contract, is limited to the case of fraud or major fault.

Ansaldo Sistemi Industriali S.p.A. will take no liability for any indirect and consequential damages, including as an example, damages for loss of production or profits.

14. Contract termination.

Ansaldo Sistemi Industriali S.p.A. is entitled to terminate the contract if the client fails to meet the payment terms as foreseen in article 4.

15. Knowledge of the prescriptions.

The client acknowledges to be aware of the legal limitations and safety rules related to the operation of the products which are part of the scope of supply.

16. Copyrights and data rights.

All copyrights and any other right on drawings or on products realized upon Ansaldo Sistemi Industriali S.p.A. designs and specifications remain the sole competence of Ansaldo Sistemi Industriali S.p.A. Ansaldo Sistemi Industriali S.p.A. is the only proprietor of the drawings used to manufacture the equipment supplied. The client is committed to not hand over to third parties, reproduce or use for any other purposes the drawings or divulge the information received in conjunction with the present contract. If the fabrication of the goods which are part of the scope of supply is done by Ansaldo Sistemi Industriali S.p.A., on the basis of a specific technical documentation furnished by the client, Ansaldo Sistemi Industriali S.p.A. will take no responsibility for the violation of proprietary industrial or otherwise rights and the client is committed to guarantee and indemnify Ansaldo Sistemi Industriali S.p.A. from any claim laid by third parties and connected to the use of such items. For the products manufactured by Ansaldo Sistemi Industriali S.p.A., on the basis of its own design or technology, the client is obligated to ascertain that, during the operation of the products, no third party industrial proprietary rights will be violated and takes full responsibility for the consequences deriving from such violations, indemnifying Ansaldo Sistemi Industriali S.p.A. in total.

17. Force Majeure

Ansaldo Sistemi Industriali S.p.A. will not be liable for any lack of performance due to force majeure reasons. Force majeure events are intended, as an example, earthquakes, flooding, wars and strikes, including national strikes, production impossibility because of Ansaldo Sistemi Industriali S.p.A. sub-contractors.

18. Applicable Law and jurisdiction.

Any dispute, which should arise between the Parties with regard to the Contract, including controversies regarding its validity, effectiveness, interpretation, performance and cancellation, shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with these rules. The arbitration shall be held in Paris and will be conducted in English language. The contract will be governed by and construed in accordance with French law without giving effect to the conflicts of law provisions thereof.