

Von Roll Schweiz AG
Passwangstrasse 20
4226 Breitenbach
Switzerland

Phone +41 61 785 51 11

Von Roll Schweiz AG, Passwangstrasse 20, CH-4226 Breitenbach

1013903
R.E.M. s.r.l.
via Ferruccia, 16/A
03010 Patrica
Italy

Our CH-UID Reg-No. CHE-351.453.738 MWST
Our EORI-No. DE 224 28 50

Breitenbach, 18-MAR-2014

Order Confirmation 7577

We herewith confirm your order on the basis of our General Terms and Conditions of Sale and Delivery subject to obtain all required governmental approvals.

Your order	0089 / 14-MAR-2014 Sig. Capuano
Your tax registration number	IT02240470605
Your EORI number	IT02240470605
Responsible	Aurelia Forni Phone +41 61 7855318 Fax +41 61 7855188 aurelia.forni@vonroll.com
Delivery Terms	Incoterms® 2010 DDP Patrica, excl.VAT
Shipping Type	Truck
Delivery Address	1013903 R.E.M. s.r.l. via Ferruccia, 16/A I-03010 Patrica
Payable on account	230-00362646.60B, Clearing 230 UBS AG, CH-8098 Zürich SWIFT-BIC: UBSWCHZH80A IBAN: CH56 0023 0230 3626 4660 B
Payment terms	60 days end of month
Bill-to Address	1013903 R.E.M. s.r.l. via Ferruccia, 16/A I-03010 Patrica

Our leadtimes are EXW our factory.
Number of pallets can vary.

For Shipments with destination EU/EEU:
Von Roll Schweiz AG has appointed Von Roll REACH GmbH/ Augsburg, Germany as only Representative in accordance with article 8 of EC-Regulation 1907-2006(REACH).

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Pos.	Material				
10	323996	Price	0,13	EUR	
	FILOSAM L 326.57-20	Price Unit	1	M	
	20x0.15MM 50M RO	Quantity ordered	15.000,000	M	
	25mm notched, type 907	Delivered Qty.	0,000	M	
	Country of Origin:	US	Subtotal	1.950,00	EUR
	Customs Tariff No.:	68141000000	Amount w/o VAT	1.950,00	EUR
			VAT (A0)	0,00	%
			Shipping Date	21-MAR-2014	
20	127847	Price	15,00	EUR	
	Wooden palett	Price Unit	1	PC	
		Quantity ordered	1,000	PC	
		Delivered Qty.	0,000	PC	
		Subtotal	15,00	EUR	
		Amount w/o VAT	15,00	EUR	
		VAT (A0)	0,00	%	
		Shipping Date	21-MAR-2014		
			Total before VAT	1.965,00	EUR
			Total VAT	0,00	EUR
			Total Amount	1.965,00	EUR

Von Roll Schweiz AG

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General Terms and Conditions of Sale and Delivery
(2011 Edition)Von Roll Switzerland Ltd.
Passwangstrasse 20
CH-4226 Breitenbach**1. General**

- 1.1 The contract shall be deemed to have been entered into upon receipt of Von Roll Switzerland Ltd.'s ("Company") written order acknowledgement. Quotations which do not stipulate an acceptance period shall not be binding.
- 1.2 These General Terms and Conditions of Sale and Delivery shall be binding if declared applicable in the quotation or in the order acknowledgement. Any conditions stipulated by the customer which are in contradiction to these General Terms and Conditions of Sale and Delivery shall only be valid if expressly acknowledged by the Company in writing.
- 1.3 All agreements and legally relevant declarations of the parties to the contract must be in writing in order to be valid.

2. Scope of Supplies and Services

The supplies and services of the Company are exhaustively specified in the order acknowledgement and in appendices thereto.

3. Technical Documents

Unless otherwise agreed upon, brochures and catalogues are not binding. Data provided for in technical documents are only binding in so far as having been expressly stipulated as such.

4. Prices

Unless otherwise agreed upon, all prices shall be deemed to be net ex works (as per INCOTERMS® 2010), without any deduction whatsoever. Any and all additional charges, such as, but not limited to, freight charges, insurance premiums, fees for export, transit, import and other permits, shall be borne by the customer.

5. Terms of Payment

- 5.1 Payments shall be made by the customer at the Company's domicile according to the agreed terms of payment, without any deduction for cash discount, expenses, taxes, levies, fees, duties, and the like.
- 5.2 If the customer delays in the agreed terms of payment, it shall be liable, without reminder, for interest with effect from the agreed date on which the payment was due at a rate depending on the terms prevailing at the Company's domicile. The right to claim further damages is reserved.

6. Reservation of Title

The Company shall remain the owner of all supplies until having received the full payment in accordance with the contract. The customer authorizes the Company to record its property rights when necessary to protect ownership.

7. Delivery Time

- 7.1 The delivery time shall start as soon as the contract is entered into, all official formalities such as, but not limited to, import, export, transit and payment permits have been completed, payments due with the order have been made, any agreed securities given and the main technical points settled.
- 7.2 The Company undertakes to use its best endeavours to dispatch on a promised delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract unless expressly so stated in writing.

- 7.3 The customer shall be entitled to claim liquidated damages for delayed delivery in case of a fixed delivery term in so far as it can be proved that the delay has been caused through the fault of the Company and that the customer has suffered a loss as a result of such delay. Damages for delayed delivery shall not exceed zero point five per cent (0.5%) for every full week's delay and shall in no case whatsoever altogether exceed five per cent (5.0%) of the contract price of the part of the supplies in delay. No damages at all shall be due for the first two weeks of delay.

- 7.4 The Company reserves the privilege of making partial deliveries and shipping overages or underages of weight and/or quantity up to +/- 10%.

8. Packing

Unless otherwise specified on order acknowledgement, packing shall be charged for separately by the Company and shall not be returnable.

9. Warranty, Liability for Defects

- 9.1 The warranty period is 12 months. It starts when the supplies leave the works. For replaced or repaired parts the warranty period starts anew and lasts 12 months after replacement. Express warranties are only those which have been expressly specified as such in the order acknowledgment or in the specifications.
- 9.2 Claims for defects must be notified within 10 days of receipt by the customer of the supplies.
- 9.3 Upon written request of the customer, the Company undertakes at its choice to repair or replace as quickly as possible any parts of the supplies which, before the expiry of the warranty period, are proved to be defective due to bad material, faulty design or poor workmanship.
- 9.4 THE COMPANY REPRESENTS AND WARRANTS THAT THE SUPPLIES AND SERVICES WILL MEET COMPANY'S SPECIFICATIONS AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES EITHER EXPRESS OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY SHALL HAVE NO LIABILITY FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES AND THE CUSTOMER SHALL HAVE NO OTHER REMEDIES EXCEPT AS SET FORTH HEREIN.

10. Events of Force Majeure

No failure by either of the parties in the performance of its obligation shall be deemed a breach of the contract or create any liability for damages if it results from a cause beyond the control of such party including but not limited to acts of God, laws, regulations, orders, requests or other actions of government, fire, storm, flood, accidents, strikes or other labour troubles, shortage or instability, or inability to obtain raw materials, fuel, power or transportation.

11. Jurisdiction and Applicable Law

- 11.1 The place of jurisdiction for both the customer and the Company shall be Breitenbach (Switzerland). The Company shall, however, be entitled to sue the customer at the latter's registered address.
- 11.2 The contract shall be governed by the laws of Switzerland, under exclusion of the Vienna United Nations convention on contracts for international sale of goods of April 11, 1980.