

Terms of Agreement – C.S.C. S.p.A. SpecialSteelStock

1. Scope

These Terms of Agreement form an integral body with the attached contract proposal sent by CSC S.p.A. and are fully accepted by the purchaser by signing the proposal.

2. Deadline for the acceptance of the proposal.

The proposal is valid for 3 days (three) from its receipt, subject being unsold and unless otherwise agreed between the parties, and once they are expired, without any communications to CSC S.p.A. of any formal acceptance, it loses its effectiveness. Acceptance can not contain any changes or additions neither about technical aspects of the contract nor about these general conditions.

3. Order changes.

Once the acceptance of the proposal is communicated to C.S.C. S.p.A. by the buyer, any amendments or supplements to the contract is no longer permitted. If the buyer were to change any aspect of the contract after its conclusion, CSC S.p.A. may, at its sole discretion, accept the proposed changes with or without changes in the price originally agreed upon or declare the contract rescinded. In any case C.S.C. S.p.A. has the right to receive compensation for all damages suffered as a result of the conduct of the purchaser.

4. Delivery of the goods.

The goods covered by this contract are delivered at the agreed delivery date, at the headquarters of CSC S.p.A., placed in Schio (VI), via Lago Maggiore. Buyer shall pay packaging and transport costs, unless otherwise agreed between the parties.

In any case C.S.C. S.p.A. is not responsible, and is therefore not liable to pay any penalties, in case of delivery of goods or documents beyond the contractually agreed delivery date, if the delays are not attributable to the same, if they are caused by its suppliers and / or by the certification authorities, save what is provided in case of force majeure.

5. Transfer of ownership and risk.

C.S.C. S.p.A. remains the owner of the goods delivered until the buyer has fully paid the item. The risks associated with ownership, however, are transferred to the buyer upon delivery to the carrier even when, notwithstanding established in the previous article, the delivery has been agreed as "CIF" In this case, the clause "CIF" is simply the allocation of transportation costs of and related freight and insurance.

Until the property is not transferred CSC S.p.A. has the right to repossess the goods of which it has the property right and of which the buyer is in possession or control. C.S.C. S.p.A. is then given the right to enter any land or building in which the goods in question are stored, in order to take possession and recover them.

If the buyer transforms the goods or assemble with others to create a new object, CSC S.p.A. is given the right of ownership over the new object in proportion to the value of the goods not paid, but incorporated therein, until CSC S.p.A. has received full payment of the goods originally sold.

If the buyer sells the goods not paid yet or the new items, the buyer gives CSC S.p.A., from this moment, part of its credit equivalent to the amounts owed for the goods not paid yet.

All previous letters must be interpreted as separate clauses, so if any of the above proves ineffective for any reason, the other will remain fully effective and enforceable.

6. Prices and terms of payment.

Prices in the order are fixed and cannot be modified, except as expressly provided in Article 1467 of the Italian Civil Code. Payment will be made at the agreed deadline by wire transfer or bank receipt depending on the order.

7. Interest for late payments

If payment is not made within the agreed date, the buyer must pay to CSC S.p.A. interests to the extent provided for by Article 5 of the Legislative Decree October 9, 2002 No. 231, which is equal to the interest rate of the main refinancing instrument of the European Central Bank applied to its most recent refinancing operation conducted by the first calendar day of the semester in question, plus seven percentage points.

8. Invoicing - VAT treatment.

Invoices for the sales of C.S.C. S.p.A. and related advance payments will include VAT, as provided by Italian law.

In the case of supplies of goods that are transported to countries or territories outside the European Union (EU), Italian law allows operators to consider them not taxable with respect to VAT.

Also supplies of goods between two parties of different states of the

European Union are considered non-taxable if goods are transported from one State to another of the European Union.

For this reason C.S.C. SpA, unless otherwise specified by the customer, considers as the destination place of the goods one of the following:

- a) if the buyer is resident in a State or territory outside the EU → destination place outside the EU;
- b) if the buyer is resident in one EU member state other than Italy → territory of destination is the country of residence of the buyer.

In case a) the buyer, if the transport is made by him, shall deliver to CSC S.p.A. a copy of the invoice stamped by the exit customs office from the European Union. In the absence of this delivery the buyer will be charged Italian VAT, with recovery of any penalties and accessories due to non-compliance with current regulations.

In case b) the buyer will be liable for taxes, penalties and accessories if, by failing to notify promptly to C.S.C. S.p.A., he delivers the goods in a State other than the one specified in subparagraph b).

9. Industrial property rights.

All information technical, commercial and of any other nature which the purchaser obtains in the performance of this agreement shall remain strictly confidential and shall not in any way be divulged to third parties unless explicitly allowed in written form by CSC S.p.A.

10. Patents and royalties.

The client guarantees that all products ordered not infringe any patents or rights of third parties and undertakes to indemnify and hold harmless CSC S.p.A. from any liability or claim made by anyone regarding the use and the possible infringement of patent rights for inventions, industrial models or due to the realization of the ordered goods.

11. Responsibilities of C.S.C. S.p.A. for project defects

Whenever CSC S.p.A. is provided drawings and / or projects by the buyer, CSC S.p.A. shall in no way deemed responsible for flaws and defects in products that depend on defective designing, as long as the products have been implemented according to the project.

12. Protecting intellectual property

The parties acknowledge that all intellectual property rights on the drawings and plans provided by CSC S.p.A. belong only to the same, without exception. Designs and projects can only be economically exploited by CSC S.p.A. It is forbidden the exploitation carried out in any other way.

13. Claims for defects and flaws.

The buyer must report any faults and defects of the products as set out by the Italian Civil Code and the existing legislation. In no case the buyer may suspend payment of the agreed price, even if he has reported the existence of defects and severe defects.

Even in case the price has been determined by reference to a measure, the contract is considered valid if the differences in weight or size of the sold products are within 3% of the measure indicated in the delivery documents. The discrepancy between the actual measurement and that indicated in the delivery documents must be reported within eight days from the delivery.

14. Billing practices

At its sole discretion C.S.C. S.p.A. can send the invoice for the purchase of goods, services and related advance payments in actual paper bill or via e-mailed image file or in electronic form.

15. Voluntary assignment

C.S.C. S.p.A. is reserved the right to assign to third parties, with or without recourse, all receivables arising from the contracts signed under these general conditions of contract. In this case, the debtor will be duly notified. Until notification each payment made to CSC S.p.A. will be considered properly executed and the debtor will be considered released.

16. Assignment

From this moment to C.S.C. S.p.A. is reserved the possibility of transferring this contract, under any corporate reorganization or alone. By signing these conditions the party accepts unconditionally this.

17. Right of subcontracting

C.S.C. S.p.A. is reserved the right to subcontract to a third party one or more stages of the manufacturing of the ordered goods.

18. Force majeure

The parties are not responsible for failures or delays in fulfilling their respective obligations if these delays or these failures are due to events or circumstances beyond their reasonable control, such as war, terrorism, fire, explosion, flooding or other extreme weather conditions, serious malfunction of machinery, strikes, lockouts and other individual or collective labor disputes or denial of licenses.

19. Terms of Agreement of the buyer.

These General Conditions of Contract shall prevail over any conditions of contract prepared by the buyer or other party, and can in no way be waived.

20. Additions and changes.

Any additions or amendments to these Terms of Agreement is effective only if expressly signed by both parties. The possible invalidity of one or more clauses of these Terms of Agreement shall not affect the validity and overall effectiveness of either the same contract as a whole.

21. Miscellaneous.

C.S.C. S.p.A. disclaims any responsibility for theft, losses or damages to equipment or materials belonging to the purchaser or any third parties who are for any reasons in its own offices or in their own establishment, including authorized deposit account. In case of differences between the Italian and the English version of these Terms of Agreement the Italian one shall prevail.

22. Applicable law and jurisdiction.

For any dispute arising from the interpretation and enforcement of the contract and these general conditions the Italian law is applied and the authority of the Court of Vicenza is exclusive in deciding. The interpretation of this Agreement shall refer to the criterion of substance over the form, taking into account the willingness of the parties.

In particular, the terms buyer and purchaser are used interchangeably in this text.

23. Processing of personal data.

The buyer states that he is informed about the processing of personal data referred to Legislative Decree No. 196 of June 30, 2003 ("Code for the Protection of Personal Data") and allows CSC S.p.A. to treat his personal data in accordance with the provisions of the legislation and for the purposes mentioned therein.

Schio, Jan 1st, 2010

C.S.C. S.p.A.

Express approval under articles 1341 and 1342 C.C.

Under articles 1341 e 1342 c.c. the buyer hereby states to have read and expressly approved the following clauses:

- Art. 2: Deadline for the acceptance of the proposal; - Art. 3: Order changes; - Art. 4: Delivery of the goods; - Art. 5: Transfer of ownership and risk; - Art. 7: Interests for late payment; Art. 8 Invoicing – VAT treatment; Art. 11: Responsibility of C.S.C. S.p.A. for project defects; Art. 13 Claims for defects and flaws - Art. 15 Voluntary assignment; Art. 16 Assignment; Art. 17 – Right of subcontracting; Art. 19: Terms of Agreement of the Buyer; - Art. 22: Applicable law and jurisdiction.

Schio, June 10th 2013

C.S.C. S.p.A.