

## GENERAL CONDITIONS OF SALE OF INTERCABLE S.R.L.

With regard to and in conformance with Art. 1469 ff. of the Italian Civil Code, the parties hereto declare that the entire contract and each separate provision herein was the subject matter of discussions and agreements between them.

### 1. Scope – Type of Contract - Orders

- a) Notwithstanding any deviations and amendments, each requiring written approval, the following Terms & Conditions of Sale ("Terms") shall apply to all future client orders and/or written contract confirmations by the client, including any and all deliveries made by Intercable s.r.l. ("Intercable"). The following Terms shall be deemed accepted by and binding upon the client following written confirmation of a purchase offer made by Intercable and/or a written order placed by the client.
- b) Without prejudice to the fact that these General Conditions of Sale apply to all additional future deliveries, the parties expressly agree that each individual order brings the termination of each individual sale contract and that therefore the existence of a permanent and exclusive privity of contract is expressly excluded.
- c) After written confirmation of the client of the written offer sent to him by Intercable, this is consequently held to be accepted and irrevocable. Subject to other agreements and departing from Art. 1328 of the Civil Code, the offers from Intercable are subject to confirmation, consequently Intercable has the unchallengeable right to accept and acknowledge the client's confirmation within one week or not. Acknowledgment by Intercable shall take place via post, fax and/or e-mail.
- d) Any direct orders from the customer which must be placed in writing via post, fax and/or e-mail to Intercable, shall constitute, upon receipt of the same by Intercable, an irrevocable offer to buy, and shall be deemed accepted unless refused by Intercable in writing within a period of one week after receipt. Said refusal by Intercable shall take place via post, fax and/or e-mail.
- e) The client states that he is aware that possible verbal agreements, negotiations, amendments concluded with the agents/employees/personnel of Intercable are not binding after the contract with Intercable has been entered into, if the latter submits confirmation of order in accordance with above Item 1c) and d).
- f) Intercable reserves the option, at its own discretion, to accept possible requests for changes either submitted in writing by the client by receipt of written confirmation in accordance with Item 1c) and/or and/or by receipt of the written order in accordance with Item 1d) and furthermore, taking into consideration the present production progress of the products ordered. The requests for changes must be submitted in writing. Intercable shall inform the client timely of possible acceptance of requests for changes, notwithstanding the condition that, should there be no response within two days after receipt of the relevant request, the latter must be regarded as declined. Possible expenses and other additional costs incurred as a result of the requested changes and/or additions will be charged exclusively to the client.
- g) The intellectual property in the prospectuses, samples, designs, advertising art, as well as the corresponding intangible rights, including those related to the documents attached to the offers and order confirmations, such as pictures, drawings, weight indications, or dimensions, are exclusively owned by Intercable.
- h) The customer expressly declares his awareness of the fact that the presentation and description of the products included in the prospectuses, catalogues, and other graphical material have just an indicative value, and any divergence of the ordered product from the one according to the promotional material does hence not constitute a fault or a deviation as only the ordered product will be used as benchmark in this respect.

### 2. Prices – Delivery of the product – Obligations of the client

- a) All prices are included in Intercable current price list at the time of confirmation of the order/offer and are net of VAT. Unless otherwise agreed, the prices are "ex works Intercable s.r.l. - Brunico (BZ) Italy", according to Incoterms 2000, and therefore do not include costs relative to transport, insurance and packing or any other expenses.
- b) The delivery schedules stated in the offers/orders are merely indicative and non-binding, whereby Intercable shall be held harmless for any delays in delivery. In particular, Intercable shall not be liable for failure to deliver for causes arising from events beyond its control, or incidences including third party actions not attributable to Intercable, since the client is aware that certain supplies and raw materials used by Intercable are obtained from third party suppliers. In any event, Intercable shall not be liable for delays in delivery if such delay is due to modifications requested by the client and accepted by Intercable. Furthermore, Intercable retains the right to make partial deliveries, whereby any liability for delays involving products not yet delivered is excluded.

#### Intercable s.r.l.

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Cap. Soc.: 1.500.000 € int. vers.  
Reg. RAEE: IT08020000002120  
Reg. Pile IT09060P00000238

Cassa Raiffeisen – Fil. Brunico  
ABI: 08035 CAB: 58242 CIN: G  
S.W.I.F.T. (BIC): RZSBIT21005  
IBAN: IT27 G080 3558 2420 0030 0002 712

Banca Popolare dell'Alto Adige – Fil. Brunico  
ABI: 05856 CAB: 58240 CIN: E  
S.W.I.F.T. (BIC): BPAAIT28010  
IBAN: IT57 E058 5658 2400 1057 0120 756

Banca Nazionale del Lavoro – Fil. Brunico  
ABI: 01005 CAB: 58240 CIN: L  
S.W.I.F.T. (BIC): BNLIITRR  
IBAN: IT14 L010 0558 2400 0000 0002 002

Cassa di Risparmio di Bolzano – Fil. Brunico  
ABI: 06045 CAB: 58240 CIN: A  
S.W.I.F.T. (BIC): CRBZIT28070  
IBAN: IT97 A060 4558 2400 0000 0500 000

Banca di Trento e Bolzano – Fil. Brunico  
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IBAN: IT04 F032 4058 2400 0001 0420 271

- c) Regardless of special agreements delivery takes place “ex works Intercable s.r.l. - Brunico (BZ) Italy” in accordance with Incoterms 2000“. The delivery date is regarded as fulfilled and met at the time of delivery of the products to the client by personnel of Intercable or at the time of delivery of the products to the third party carrier.
- d) Following delivery “ex works Intercable s.r.l. - Brunico (BZ) Italy” in accordance with Incoterms 2000“ all liability and risk regarding the product is transferred to the client. This is also applicable if transport of the goods is handled by Intercable on request of and instruction by the client.
- e) Until such time as full payment has been received by Intercable for all products whatsoever supplied, all products shall remain the property of Intercable. Until such time as property passes to the client (and provided the products are still in existence and have not been sold) Intercable shall be intitled at any time to require the client to deliver the products to Intercable and, if the client fails to do so forthwith, to enter upon any premise of the client were the products are stored and repossess the products.

### 3. Payments - Claims

- a) Notwithstanding agreements to the contrary, payment must be effected without any deductions within and no later than the deadlines agreed upon by the parties and must be regarded as exhaustive and fixed in favour of Intercable. Payments must be effected at Intercable’s registered office.
- b) If the payment deadline is passed, interests shall be charged in accordance with Art. 4 and 5 of the Decreto Legislativo No. 231/2002, in conversion of the European directive No 2000/35/EC, amounting to the actual European EURIBOR six-month interest rate plus 7%, including any payment collection costs incurred.
- c) Intercable has the right to suspend or cancel the order or to modify the payment terms at any time, if in Intercable’s view the client’s solvency status is anticipated to deteriorate. In the event the client has not fulfilled its payment obligations at the time of delivery of the goods (pre-payment of the amount due, preceding deliveries, or contractual securities), Intercable shall have the option to subordinate delivery of the goods to the payment of outstanding invoices – without such an action obligating payment of certain amounts or damage claims to the client
- d) In the event that the client defaults on punctual payment of the contracted amount, this agreement shall be deemed automatically cancelled. Thereafter, in case of agreed upon installment payments, the client forfeits such right without being specifically notified. Subsequently, Intercable shall have the right to demand full payment of all deliveries made, under provision of the right to claim additional damages.
- e) Complaints or contestations of any kind whatsoever do not entitle the client to suspend or delay outstanding contractual payments. In any event, the client may not file complaints or charges against Intercable, until any and all suspended payments are made, including those for goods under dispute.
- f) The client is obligated to check the goods immediately upon receipt, and to file notification of any defects in writing within eight days thereafter by fax or reply-paid registered letter, encompassing the shipment documents and a detailed description of the defect(s) involved. In the event of hidden damage, such notification must also be filed within eight days after discovery of the same, and within one year from receiving the goods. Intercable shall not be held liable for any defects not reported within the stated deadline.
- g) Guarantees in accordance with the article at hand are ruled out in the following instances:
  - 1) defects resulting from incorrect transportation and incorrect storage of the products;
  - 2) defects resulting from not adhering to the manuals and instructions enclosed to the products, including defects resulting from not complying to the “rules of the art”;
  - 3) defects or deviations, if modifications/repairs/add-ons/replacements not authorised by Intercable have been made to Intercable’s product, or spare parts not authorised by Intercable have been used.
- h) Following such notification, notwithstanding any necessity to accept responsibility for the defect, Intercable shall have the right to replace or repair the goods or reduce the price, at its sole discretion. Intercable shall also have the exclusive right to examine the defective goods on site, or to request their return at the client’s expense. The defective goods may be returned to Intercable only following its express consent.
- i) The current warranty covers only repair of the defective goods. However, at the discretion of Intercable, the goods may be replaced or their price reimbursed. Any other liability for direct or indirect damages, including loss of profits, is excluded.

### 4. Data protection code

- a) In the context and with effect of Art. 13 of Decree No. 196/03 (Italian data protection code) the client states that he has been informed of the processing provisions and the purpose of the data processing in question as well as his rights in accordance with Art. 7 of Decree No. 196/03 and subsequent amendments. By signing these General Conditions of Sale the client explicitly confirms that he has received and taken note of the information mentioned above and, in view of the purpose

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contained therein, gives his consent in accordance with Art. 11 and in accordance with Art. 20 for processing, including the transfer and distribution of his data by Intercable within the context of the aforementioned information.

## 5. Applicable law - Place of jurisdiction

- a) Any question concerning the international sales agreement entered into by the contracting parties not expressly or implicitly resolved by these terms, shall be regulated exclusively by Italian Law
- b) The parties hereto agree that Bolzano, branch Brunico, Italy shall be the exclusive place of jurisdiction for any and all disputes arising from or in connection with this agreement.

**By express acceptance of the general conditions above**, especially, as defined by Art. 1341 c.c. (Civil Code), the client hereby declares having read and especially acknowledges the provisions set under art. 5a) and b) governing law and place of jurisdiction.

Date  
Client

Ver. 03/2009

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