

## General Terms and Conditions - LP ITALIANA SPA

- 1. SALES CONDITION:** Goods are shipped at the customer's risk and on the customer's account. Goods are considered delivered from their shipment from our warehouse. Any problem of transport or other is the entire responsibility of the customer from that moment. Goods in transit are the sole responsibility of the customer. LP ITALIANA SPA (LP) declines any and all responsibility for damage incurred in transit even where the shipper is different from that indicated by the customer.
- 2. PRICING:** All LP prices are per 1000 pieces and are Ex-Works LP's warehouse in Milano, Italy.
- 3. MINIMUM ORDER AMOUNT (per total order):** Euro 2500.00
- 4. MINIMUM ORDER QUANTITY (per product):** Orders must be in complete case quantities.
- 5. ORDERS:** Should be sent in writing, stating LP Product Code Number, Product Description, Total Number of Pieces required, and referring to any quotation number that may apply. In case of doubt, the product code number will prevail over the description. Goods delivered are the property of LP ITALIANA until paid in full.
- 6. DELIVERY:** Every reasonable attempt will be made to respect delivery terms. However, no claims for damages will be entertained for delays which occur on outstanding supplies or on goods already delivered and to be paid. The place of performance shall be the factory of LP in Milano, Italy. The risk shall transfer to the customer when the goods for delivery are packed and ready for shipment (EXW Incoterms 2010 ex works). This shall also apply to partial deliveries or where LP has performed additional services, such as shipping, cost for transport or packaging. This shall also apply in case of delivery to a consignment warehouse of the customer.
- 7. PAYMENTS:** Payment must be made solely to LP account in Euro, without deductions and free of charges and expenses. Payments made elsewhere will not be recognized. The issue of drafts or the acceptance of any other means of payment does not entail a change in the place where the payment must be made by the customer who likewise agrees to comply with all the regulations and dispositions required by the monetary authorities. The terms of payment agreed upon must be complied with by the customer. In case of non-compliance the shipments may be suspended and the contract rescinded.
- 8. CLAIMS:** Claims must be made in writing within 60 days from receipt of goods and invoices. For any Claim please specify our Invoice Number and Date, Product Code, Lot Number, Total Quantity of the product, Quantity of the product effected, Detailed Description of the problem. A representative quantity of samples of the claimed product should be sent to LP, to verify the problem indicated. All products found defective by LP will be replaced and all transport costs will be at LP charge. We only accept the return of goods due to a problem caused by LP. In any case, LP's responsibility is limited only to the replacement of the product. A prior authorization must be obtained from our Export Department, where we will indicate which freight forwarder should be used.
- 9. RETURN OF GOODS:** The following information concerning the products to be returned must be sent to LP Export Department: Product Code, Invoice Number and Date, Quantity, Lot Number, Expiry Date, Reason for requesting the return of the product. All returns for whatever reason must be agreed in advance in writing. All transport costs and relative charges to LP warehouse are entirely at the expense of the customer. LP will apply a Restocking Fee of minimum 20%, based on the condition of the returned products and their packaging as they are actually received by LP.
- 10. NON-RETURNABLE PRODUCTS:** All sterile products. All products with anticoagulants or gels. Special production products. Expired products. Products out of LP production.
- 11. WARRANTY:** LP ITALIANA warrants that its delivered products are free of defects at time of risk transfer. The required quality, durability, and use of LP products are based solely on the agreed written specification or product description. Any other agreement is valid only if this agreement is expressly made in writing.
- 12. INTENDED USE:** The information above relates exclusively to our products when used for their intended use. If the customer's intended use of the products differs from that of LP, it is the customer's responsibility to inspect our products in order to satisfy himself as to the suitability of the products for the customer's specific application and purpose. The customer is also responsible for the appropriate, safe and legal use, processing and handling of our products. No liability can be accepted in respect of the use of LP products outside their intended use.
- 13. SPARE PARTS, MAINTENANCE, REPAIR:** LP is engaged to maintain or supply spare parts for only a period of five (5) years from the date of the delivery. If spare parts are not manufactured by LP, or are no longer available on the market, as electronic components, LP's obligation to deliver spare parts shall lapse.
- 14. COMPETENT COURT:** In the event of any dispute the customer and LP agree that the Italian jurisdiction is the sole valid jurisdiction and the Court of Milano shall be the exclusive competent Court.
- 15. CONFIDENTIALITY:** Any information acquired from a business relationship with LP must be not disclosed by the customer to third parties.