

1. DEFINITIONS

1.1 In the present general terms and conditions, the following terms have the meaning ascribed to them hereunder and it is understood that the terms defined in the plural have the same meaning in the singular and viceversa:

Agreement

means the Product sale agreement which comprises (i) the Technical Description, (ii) the Commercial Offer, (iii) the Specific Clauses and (iv) the GTCs;

Business Day

means any day which is not Saturday, Sunday or any other festivity in Italy;

Force Majeure

means any event which (i) impedes, delays or inhibits to a Party the performance of any of its obligations, (ii) is beyond the reasonable control of that Party, (iii) is unforeseeable, (iv) occurs with no misconduct or negligence of the affected Party and (v) can not be inhibited by the affected Party even applying a reasonable care;

GTCs

means the present general terms and conditions;

Intellectual Property Rights

means patents, utility models, designs and models, copyright, trademarks, service marks, rights over the topography of semiconductors, databases, confidential information, including know-how and commercial and industrial secrets, moral rights or other similar rights in any Country and, regardless the actual filing, the possible requests for registration of any of the preceding rights and all of the rights regarding the filing of the requests for registration of one of the preceding rights which are property of, licensed to or in any case legitimately used by, the Seller;

Party

means the Seller or the Purchaser as the case may be;

Parties

means the Seller and the Purchaser jointly;

Price

means the consideration for the sale of the Product expressed in the Commercial Offer or else;

Product

means the good or services described in the Technical Description;

Purchaser

means the individual who purchases the Product;

Seller

means Ametek S.r.l., with registered address in Milan (Italy), Via della Moscova n. 3, certified email 00734950147ri@legalmail.it, VAT n. 00734950157;

Specific Clauses**Technical Description**

means the document, if any, which provides for the terms and conditions derogating what established in the GTCs;

Commercial Offer

means the document, if any, describing the technical specifications of the Product;

means the document, if any, expressing the Product's sale price and the payment method.

2. ENFORCEABILITY OF THE GTCs

2.1 The present GTCs apply to all of the sale of goods made by the Seller, bind the Parties and substitute and enter into any possible other Purchaser's general terms and conditions or contract models. In the event the GTCs are in conflict with other arrangements of the Agreement, such arrangements prevail over the GTCs.

3. SCOPE AND DELIVERY

3.1 By signing the GTCs, the Seller sells to the Purchaser, which purchases, the Product upon payment of the Price according to the Agreement's arrangements.

3.2 If for any reason Buyer fails to accept delivery of the Products or Seller is unable to deliver the Products on time because the Purchaser has not provided appropriate instructions or documents, then (i) risk in the Products passes to the Purchaser, (ii) the Product is deemed to have been delivered, (iii) the Seller may store the Product until delivery, whereupon the Purchaser will be liable for all related costs.

4. PRICE AND INTERESTS

4.1 The Purchaser undertakes to pay the price to the Seller through wire transfer on the bank account n. 615243494974 Banca Intesa Sanpaolo S.p.A. IBAN IT21V0306933321615243494974 entitled to Ametek S.r.l. at the signing of the Agreement, unless stated differently

4.2 In the event of delayed payment of the Price, Italian Legislative Decree n. 231/2002 is applied.

5. RETENTION OF TITLE AND TRANSFER OF RISK

5.1 According to art. 1523 of the Italian Civil Code, (i) the Product's sale is made with retention of title in favour of the Seller until the complete payment of the Price and (ii) risk on the Product and the liability for the Product's destruction, damage or other losses are on the Purchaser from the delivery of the Product.

5.2 The Purchaser can not sell or dispose of the Product without the consent of the Seller until the transfer of the title.

5.3 The Purchaser undertakes to maintain the Product in perfect state. The ordinary and extraordinary maintenance of the Product is at the Purchaser's expenses.

5.4 The Seller has the right to inspect the Product at its expenses any time in order to check the Product's state. The inspections should not harm the Purchaser's right to the Product normal use.

5.5 In the event of termination of the Agreement due to Purchaser's breach of its obligations under the Agreement, the Seller will have the right to hold as indemnity the Price installments already paid with no prejudice to further damages.

6. WARRANTIES FOR DEFECTS

6.1 The Parties expressly agree that the Seller's warranty for defects of the Product lasts 12 months starting from the delivery of the Product.

6.2 The Purchaser is required to notify to the Seller the defects of the Products within 8 calendar days from their discovery otherwise the Purchaser will lose the warranty rights for failing to observe a time-limit.

6.3 It is understood between the Parties that the warranties regulated in this Clause do not cover defects or damages caused by (i) negligent use of the Product, (ii) lack of Product maintenance according to the instruction manual, (iii) repairs, spare parts substitution or maintenance carried out by persons which are not authorised by the Seller, (iv) use or maintenance of the Product not in compliance with the instruction manual explanations or (v) use of spare parts or expendable items not supplied by the Seller.

6.4 The Purchaser expressly acknowledges that the Product instruction manual may be drafted in English language and expressly declares to be able to understand such a language.

7. LIMITATIONS ON LIABILITY

7.1 The Purchaser expressly acknowledges that the Seller is not responsible for damages, compensations or indemnities in the following cases: (i) the area where the Product is operated is not compliant with the applicable safety on the work area regulations, (ii) failures of the Product caused by the Purchaser's negligence, misconduct or willful deception further to maintenance services carried out by a third party not authorized by the Seller or not by the Product's manufacturer and (iii) production or profit losses or indirect costs or damages caused by Product's defects or malfunctions.

7.2 The Purchaser expressly acknowledges the maximum aggregate liability of the Seller towards the Purchase for any kind on breach, damage, reimbursement or indemnity id equal to the Price.

8. "SOLVE ET REPETE" CLAUSE

8.1 According to art. 1462 of the Italian Civil Code, the Purchaser, before the complete payment of the Price, is not entitled to (i) raise pleas or exceptions in order to avoid or postpone the payment of the Price or (ii) start any kind of lawsuit.

9. ASSIGNMENT OF THE AGREEMENT

9.1 The Purchaser has no right to assign the Agreement or the relevant rights and obligations in whole or in part to a third party without the Seller's prior written consent. The Purchaser already grants the Seller with the authorization to assign the Agreement or the relevant rights and obligations to a third party.

10. WITHDRAWAL AND EXPRESS TERMINATION CLAUSE

10.1 The Seller has the right to withdraw from the Agreement anytime with immediate effect by sending a written notice to the Purchaser. In this case, the Seller will return to the Purchaser the payments already made, if any.

10.2 The Seller has the right to immediately terminate the Agreement according to art. 1456 of the Italian Civil Code by giving to the Purchaser a prior written notice if the Purchaser is in breach of the obligation regarding the payment of the Price or of any of its installments.

11. EXPENSES AND COSTS

11.1 Any expenses and costs related in any way to the performance of the obligations under the Agreement are borne by the Purchaser. As a way of example, costs and expenses relating to accessories and spare parts, setting up of the Product's testing area, VAT, substitute taxes are excluded from the Price and are borne by the Purchaser.

12. FORCE MAJEURE

12.1 If a Force Majeure event occurs, the Party whose obligation is inhibited is required to inform the other Party within 5 Working Days providing all the details and to take all the reasonable steps in order to remedy the situation.

12.2 No Party is responsible for possible breaches of its obligations under the Agreement if the performance is impeded or delayed or inhibited by a Force Majeure event communicated according to the present Clause and the deadline for the performance of the affected obligation/s is thus postponed.

13. MISCELLANEOUS

13.1 The Agreement represents the final and complete definition of the relations between the Parties with reference to its scope, constitutes the only source of rights and obligation between them and overrules and extinguishes any previous agreements whether written, oral or *de facto*.

13.2 Each Party declares that the execution of the Agreement is not based on pre-contractual declarations.

13.3 The written form is required for the validity of any amendment or addition to the Agreement; moreover, the signatures of both Parties, and in particular the signature of the Party against which the amendment or the addition is invoked, are necessary.

13.4 Mere silence, or the absence of a prompt reaction, in case of any violation by one of the Parties will not be construed as acceptance of the violation or as a waiver of the right to demand fulfillment of the obligation hypothetically violated, or as a waiver of the rights and/or powers deriving to the compliant Party from such violation.

14. APPLICABLE LAW, JURISDICTION AND COMPETENT COURT

14.1 The Parties expressly agree that the Agreement is exclusively governed by the Italian Law.

14.2 The Parties expressly agree that any disputes regarding the validity, performance, effectiveness or termination of the Agreement is subject to the exclusive jurisdiction of the Italian Court and, in particular, exclusively to the Court of Milan (Italy).

Date: Ametek S.r.l. ***** Date: The Purchaser [stamp]

For the purposes of arts. 1341 and 1342 of the Italian Civil Code, the Purchaser expressly accepts the following Clauses of the GTCs: Clause 5 (Retention of Title and Transfer of Risk), Clause 6 (Warranties for Defects), Clause 7 (Limitations on Liability), Clause 8 ("*Solve Et Repete*" Clause), Clause 9 (Assignment of the Agreement), Clause 12 (Withdrawal and Express Termination Clause), Clause 12 (Force Majeure), Clause 14 (Applicable Law, Jurisdiction and Competent Court).

Date: Purchaser [stamp]

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