1. Applicability of these General Conditions

1.1 Except as otherwise expressly agreed in writing by A.M. Gears, these general conditions of sale (the "General Conditions") shall govern and constitute an integral part of all contracts of sale, in Italy and/or abroad, by A.M. Gears S.r.l. ("A.M. Gears"), of products manufactured and/or sold by A.M. Gears (the "Products"), to purchasers who intend to resell the Products and/or to use the Products in the manufacture of other products (the "Purchaser"). All offers, order confirmations, invoices and deliveries from A.M. Gears to the Purchaser shall be deemed to have been made on the basis of these General Conditions, except as otherwise agreed in writing by A.M. Gears.

1.2 Any general or special conditions of purchase of the Purchaser (including those referred to in communications sent by the Purchaser to A.M. Gears) which differ from these General Conditions, shall be inapplicable and shall not bind A.M. Gears unless expressly approved in writing by A.M. Gears.

2. Contract Formation – Acceptance of Orders

2.1 Each contract of sale shall be deemed to have been concluded at the time the Purchaser receives from A.M. Gears written confirmation of the order placed by the Purchaser. However, if the Purchaser receives from A.M. Gears a written order confirmation containing terms and conditions different from those in the order itself, said order confirmation shall constitute a new offer and the contract will be deemed concluded (I) three (3) working days following the Purchaser's receipt of said order confirmation, if the Purchaser has made no written objection or (II) at the time the Purchaser takes delivery of the Products referred to in A.M. Gears's order confirmation, whichever occurs first. In any case, the contract shall be deemed concluded at the time the Products are delivered to the Purchaser and/or to the Purchaser's carrier or forwarding agent, in accordance with the agreed commercial term.

2.2 Except as otherwise indicated by A.M. Gears in writing, offers made by A.M. Gears shall remain in force for thirty (30) days following the date on which they are issued, and only in respect of the supply of the total quantity of Products referred to in said offers. In any case, A.M. Gears reserves the right to cancel or revise its offers at any time prior to written confirmation of the order in question.

2.3 A.M. Gears reserves the right to accept or reject the Purchaser's orders, in A.M. Gears's sole discretion. In any case, A.M. Gears will not accept (I) orders that do not precisely identify the ordered Products (by indicating the relevant product code) and quantities; (II) orders for Products to be realized in accordance with specifications provided by the Purchaser and in respect of which A.M. Gears has not already received from the Purchaser all of the technical specifications, drawings, technical data and any samples necessary for the manufacture and supply of the Products in question.

2.4 A.M. Gears's intermediaries and sales agents do not have the power to bind A.M. Gears or to enter into contracts in the name and/or on behalf of A.M. Gears. The offers presented by intermediaries and sales agents are all subject to written approval and confirmation by A.M. Gears.

2.5 Any change to or cancellation of the order by the Purchaser shall be ineffective unless previously authorized or subsequently accepted in writing by A.M. Gears. If orders for Products to be realized by A.M. Gears on the basis of specifications provided by the Purchaser are cancelled, or if the relevant supply is terminated, the Purchaser shall purchase from A.M. Gears all of the materials (raw materials, work in progress and finished products) procured and/or manufactured by A.M. Gears in order to fill said orders.

2.6 If A.M. Gears had to realize and/or cause to be realized, at A.M. Gears's expense, specific tools for the manufacture of the Products to the Purchaser's specifications, then, except as otherwise agreed by the Parties in writing, upon termination of the supply for whatever reason, A.M. Gears shall retain title to said tools and the Purchaser shall reimburse A.M. Gears for a part of the costs incurred by A.M. Gears in realizing and maintaining said tools (of which costs A.M. Gears shall inform the Purchaser in writing); in any case, the sum reimbursed by the Purchaser to A.M. Gears shall not be less than twenty percent (20%) of said costs and shall be paid to A.M. Gears no later than thirty (30) days following the termination of the supply.

2.7 The Purchaser shall further provide A.M. Gears with all relevant information concerning the supply, the placement and the use of the Products. In particular but not by way of limitation, if the Products will be resold by the Purchaser outside of Italy, the Purchaser shall inform A.M. Gears, in writing at the time of the order, of all of the Purchaser's specific requirements relating to the ordered Products, such as, for example, any necessary prior authorization, any certification, standard or characteristic required by technical, environmental or administrative regulations or by any other applicable law and necessary customs formalities. If the Purchaser fails timely to inform A.M. Gears, the latter shall not be liable for any failure of the Products to comply with the laws of the country for which they are destined and/or for any delay in delivery of the Products. It is understood that all costs faced by A.M. Gears in complying with said applicable laws shall be borne by the Purchaser alone and, if incurred by A.M. Gears, shall be charged to the Purchaser in A.M. Gears's invoice.

2.8 All technical data and information, photographs, and illustrations concerning the Products contained in documents supplied by A.M. Gears and attached to A.M. Gears's offers or contained in A.M. Gears's catalogues, price lists, prospectuses, newsletters, advertisements or other explanatory documents, shall be deemed to be for reference purposes only and non-binding, except as otherwise expressly indicated in A.M. Gears's offer and/or order confirmation. In any case, A.M. Gears reserves the right to make any changes to the technical drawings/specifications of its Products that A.M. Gears deems necessary or advisable, in its discretion, and that do not alter the essential characteristics of the Products, without being under any obligation to inform the Purchaser.

3. Product Prices

3.1 Except as otherwise agreed in writing by the parties, the following prices shall be applicable: the prices set forth in the relevant A.M. Gears offer or, in the absence of a A.M. Gears offer, the prices applied by A.M. Gears to the Purchaser at the time A.M. Gears accepts the offer in question.

3.2 Except as otherwise specified by A.M. Gears, the Product prices (I) do not include VAT (which, where owed, shall be paid in accordance with the specific provisions in the invoice) and (II) shall be deemed to be Ex Works 40054 Budrio (Bologna), ICC Incoterms®-2010, and to exclude packaging costs. Consequently, said prices shall exclude (in addition to packaging costs) any transportation costs, insurance costs, taxes, stamp duty, customs duty and any other additional cost. The Purchaser shall therefore reimburse A.M. Gears, in whole or in part, for any such cost that may be incurred by A.M. Gears and included in an invoice from A.M. Gears to the Purchaser, on the terms and conditions set forth by A.M. Gears from time to time in its offer and/or order confirmation.

3.3 Except as otherwise indicated by A.M. Gears in writing, if A.M. Gears accepts orders for Products, in respect of which the aggregate net price of Products to be delivered is less than Euro 250 (two hundred fifty), excluding VAT, A.M. Gears will charge the Purchaser Euro 52 (fifty-two), excluding VAT, by way of partial reimbursement for the administrative and management expenses.

3.4 In the event of an increase in the cost of production (including, for example, taxes, labor costs, costs of components or materials or changes in exchange rates) due to circumstances beyond A.M. Gears's control, during the performance of the contract, A.M. Gears shall be entitled to increase, by a percentage equal to that of the cost increase incurred by A.M. Gears, the prices charged to the Purchaser for the Products. If, after the date of the order confirmation, the relevant Product price increases by more than five percent (5%), A.M. Gears shall inform the Purchaser in advance and the Purchaser shall be entitled to terminate the contract in question by giving written notice to A.M. Gears within five (5) days following the Purchaser's receipt of A.M. Gears's notice of price increase, it being understood that the Purchaser shall not be entitled to indemnification or payment of any damages. If there is a delay of any sort in delivery of the Products for reasons attributable to the Purchaser and if A.M. Gears's prices increase pursuant to this article 3.4 prior to the actual delivery of the Products to the Purchaser, the Purchaser shall be required to pay the increased price.

4. Payment

4.1 The Purchaser shall effect payment for the Products in the manner indicated from time to time in the offer, the order confirmation and/or the invoice sent by A.M. Gears to the Purchaser. Any payments made to agents, sales agents or sales people of A.M. Gears shall be deemed not to have been made and, therefore, shall not release the Purchaser from its payment obligation, until such time as the sum in question has been received by A.M. Gears.

4.2 If the parties have agreed that payment for the Products shall be made by means of documentary credit, except as otherwise agreed in writing, the Purchaser shall cause to be issued, in accordance with Uniform Customs and Practice for Documentary Credits (publication 600) of the International Chamber of Commerce, an irrevocable documentary credit, confirmed by a primary Italian bank acceptable to A.M. Gears. Upon receipt of A.M.

Gears's order confirmation, the Purchaser shall submit the text of the documentary credit to A.M. Gears, for the review and written approval of the latter. Except as otherwise agreed in writing with A.M. Gears, the documentary credit (I) shall be issued at least thirty (30) days prior to the date of shipment of the Products indicated by A.M. Gears in its order confirmation, (II) shall be valid from the time of its issuance until at least thirty (30) days after the last date of shipment of the Products; (III) shall allow partial drawings or shipments; and (IV) shall be payable at sight at the counters of the confirming bank and/or any other Italian bank agreed upon by the parties, against presentation of the following documents: commercial invoice, packing list, forwarding agent's receipt or, alternatively, depending on the commercial term agreed upon by the parties, bill of lading or way-bill. Unless otherwise agreed in writing, the Purchaser shall bear all bank expenses, in Italy and/or abroad, relating to the documentary credit.

4.3 Upon (I) the occurrence of events negatively affecting the Purchaser's assets or economic situation; (II) failure to pay an A.M. Gears invoice or debit note by the payment deadline, or late or partial payment thereof or (III) any other breach by the Purchaser, the sums owed by the Purchaser to A.M. Gears for the Products shall become immediately due and payable. In that case, A.M. Gears shall be entitled, at any time and without having to give notice and/or carry out any other formality, to take immediate action to recover the sums owed to it, even if the amount of A.M. Gears's credit is not yet determined or if the payment deadline has not yet expired.

4.4 Any claim by the Purchaser that the Products are defective shall not entitle the Purchaser to suspend or delay payment; the Purchaser may not commence or proceed with any action against A.M. Gears if the Purchaser has not first fully paid the price in accordance with the contract terms.

4.5 In the cases referred to in article 4.3, A.M. Gears shall also be entitled, in its sole discretion and without incurring any liability, (I) not to fill the order, (II) to suspend delivery and/or refuse to deliver the Products which have been ordered but not yet delivered, even if they are not the same Products for which payment was not made or was late, until such time as all sums owed by the Purchaser have been paid in full and/or (III) require the Purchaser to provide payment guarantees and/or change the payment terms or the manner of payment, both for supplies in progress and for subsequent supplies. In any case, A.M. Gears shall remain entitled to terminate the contract pursuant to article 9 below.

4.6 If the Purchaser fails to pay a A.M. Gears invoice or debit note, in whole or in part, by the payment deadline, even if no formal notice of default is given, interest for late payment shall accrue on the unpaid sum, beginning from the payment deadline, at the rate contemplated by Legislative Decree 231/2002 as amended and in particular, subject to any change in the law, at the rate applied by the European Central Bank to its most recent main refinancing operations, increased by eight (8) percentage points, and the Purchaser shall also be liable for the bank expenses and the costs incurred in recovering the sums not timely paid; in any case, A.M. Gears shall be entitled to require payment of damages suffered by A.M. Gears in excess thereof.

5. Delivery – Risk of Loss

5.1 Except as otherwise indicated by A.M. Gears in writing (in its offers, order confirmations or invoices), the Products shall be delivered Ex Works A.M. Gears's premises in 40054 Budrio (EXW, ICC Incoterms®-2010); said commercial term, as well as any other commercial term that may be agreed upon by the parties in writing, shall have the meaning given to it in the then current edition of the International Chamber of Commerce's Incoterms®, subject to any specific departures therefrom agreed upon in writing by the parties.

5.2 A.M. Gears shall pack the Products using the type of packaging that A.M. Gears, in its sole discretion, deems most appropriate for the type of transportation agreed upon with the Purchaser from time to time, it being understood that, except as otherwise agreed, A.M. Gears shall, in its invoices, charge the Purchaser a fixed sum equal to no less than two percent (2%) of the net price of the Products, by way of partial reimbursement for the packing expenses incurred by A.M. Gears.

5.3 Except as otherwise agreed in writing, A.M. Gears shall not be required to insure the Products for transportation. In any case, from the time the Products are delivered by A.M. Gears to the carrier or forwarding agent, said Products shall travel at the Purchaser's risk and peril. The Purchaser shall, at is sole cost and expense, adequately insure the Products for loss or damage during transportation, with a coverage cap at least equal to the purchase price of the Products being transported, even if the parties have agreed that A.M. Gears will bear the costs of shipment and transportation.

5.4 If the Products are to be delivered to the Purchaser at one of A.M. Gears's facilities, the Purchaser agrees to collect the Products and/or to cause the Products to be collected no later than five (5) days following the date on which said Products become available to the Purchaser at A.M. Gears's warehouses, of which date A.M. Gears may inform the Purchaser in writing or, in the absence of said notice, no later than the date for taking delivery of the Products, of which date A.M. Gears informs the Purchaser in writing. If the Purchaser fails to collect said Products, after said date A.M. Gears shall have no obligation to keep said ordered Products at the Purchaser's disposal. In any case, and in particular, without limitation, where the Purchaser fails to collect Products realized by A.M. Gears on the basis of specifications provided by the Purchaser, A.M. Gears shall be entitled to terminate the contract for breach by the Purchaser pursuant to article 9 below and to require compensation from the Purchaser for any damages suffered by A.M. Gears. If an extension of the payment deadline has been agreed upon, in all cases the deadline shall be calculated starting from the date of A.M. Gears's notice that the Products are available for collection or, only in the absence of said notice, starting from the date for taking delivery of the Products, of which date A.M. Gears informs the Purchaser in writing.

6. Time of Delivery – Acceptance of Delivery

6.1 Except as otherwise indicated by A.M. Gears in writing, the delivery times indicated by A.M. Gears in its offers or in its order confirmations shall be deemed to refer to the date from which the date of delivery of the Products shall be calculated. Except as otherwise indicated in writing by A.M. Gears and depending on the ICC Incoterm® agreed upon, the Products shall be delivered and/or available for collection at A.M. Gears's facilities between fifteen (15) and one hundred twenty (120) days following said date.

6.2 In the case of Products to be realized on the basis of technical specifications provided by the Purchaser, the delivery date shall be calculated starting no earlier than the date on which A.M. Gears has received all of the final technical specifications, drawings, technical data and any samples to be supplied by the Purchaser and necessary, in A.M. Gears's sole discretion, for the manufacture and supply of the Products in question. It is understood that, where advance payment of the price by the Purchaser has been agreed upon, the delivery dates shall be calculated starting no earlier than the date on which A.M. Gears has received said advance payment on the agreed terms.

6.3 In no event shall the delivery dates be deemed to be of the essence for the Purchaser; said delivery dates shall be deemed to be solely for reference purposes. In any case, by accepting a late deliver, the Purchaser waives any and all rights and/or claims relating to the delay in delivery.

6.4 At the time the Purchaser takes delivery of the Products, the Purchaser shall immediately: (I) check the packaging and the quantity of Products and (II) check whether the Products conform with the information contained in A.M. Gears's invoice and provide A.M. Gears with written notice of any non-conformity, in accordance with the provisions of article 8.2 below.

6.5 A.M. Gears reserves the right to fill the order by means of partial deliveries. If the Purchaser does not intend to accept partial deliveries of the goods, the Purchaser must so inform A.M. Gears in advance and in writing. Except in those cases in which the Purchaser has previously informed A.M. Gears that the Purchaser intends to accept only delivery of the order in full, in no event shall the Purchaser be entitled to refuse delivery or to delay payment for Products delivered to the Purchaser based on an order even only partially filled. Where partial deliveries are effected, A.M. Gears shall be entitled to issue partial invoices based on the deliveries made.

7. Retention of Title

7.1 Except as otherwise provided by mandatory rules of law which cannot be varied by contract, title to the Products shall pass to the Purchaser only upon payment in full by the Purchaser of the price for the Products in question and of all interest for late payments and other sums owed by the Purchaser. Until said time, the Purchaser shall keep the Products solely as a fiduciary for A.M. Gears and shall ensure that they are adequately stored, protected and insured.

7.2 In the event of default by the Purchaser, A.M. Gears shall be entitled to repossess all Products subject to retention of title, wherever they may be, without carrying out any formality, including but not limited to giving the Purchaser notice of default; in addition, A.M. Gears reserves the right to seek any other legal remedy available to it in respect of the damages suffered.

7.3 The Purchaser shall be entitled to resell the Products to third parties only in the ordinary course of the Purchaser's business and, in that case, the Purchaser expressly agrees to inform its customers that the Products are subject to retention of title as described above. In addition, except as otherwise provided by mandatory rules of law which cannot be varied by contract, the proceeds of the sale or of the processing of the Products

shall be transferred to A.M. Gears until such time as the price owed by the Purchaser to A.M. Gears for the supply of the Products has been paid in full.

7.4 If, in order for A.M. Gears's retention of title rights to be valid in the country in which the Purchaser's domicile is located, it is necessary to carry out administrative or legal formalities such as, but not limited to, recording the Products in public registers or placing markings or seals on the Products, the Purchaser hereby agrees to cooperate with A.M. Gears and to take all action necessary in order to ensure that A.M. Gears's retention of title rights are valid.

8. Warranty

8.1 A.M. Gears warrants that the Products shall be free from defects in materials and/or workmanship and warrants the proper functioning of the Products in respect of the technical specifications, the parameters and levels of service expressly indicated and/or accepted by A.M. Gears in writing. In the case of supply of Products to be realized on the basis of technical specifications provided by the Purchaser, A.M. Gears warrants only the conformity of the Products to the technical specifications, the technical drawings, the technical data or any samples supplied and/or approved by A.M. Gears. Except as otherwise specified, A.M. Gears warrants that the Products are interchangeable with the corresponding products of the same type manufactured by original manufacturers.

8.2 This warranty is given for a period of twelve (12) months from the date of delivery of the Products to the Purchaser. Any claim concerning defects in the Products shall be sent by the Purchaser to A.M. Gears, by registered post, return receipt requested or in another manner in which receipt is certified, no later than ten (10) days from the date on which the Purchaser takes delivery of the Products or, in the case of latent defects which could not be identified, in the exercise of ordinary diligence, notwithstanding the initial inspection, within ten (10) days of the discovery thereof and, in any case, no later than twelve (12) months following delivery of the Products to the Purchaser.

8.3 A.M. Gears agrees to repair or replace, in A.M. Gears's sole discretion, the Products and/or Product parts that A.M. Gears acknowledges to be defective or, if it is not possible to do so, to return, in whole or in part, the price paid to A.M. Gears by the Purchaser, it being understood that the foregoing shall not entail any liability of A.M. Gears for direct, indirect or consequential damages of any sort, loss of profits or losses deriving from and/or relating to the Product defects.

8.4 A.M. Gears therefore reserves the right first to examine the Products alleged by the Purchaser to be defective and to determine whether there is in fact a defect and whether A.M. Gears is responsible for the defect. Only in cases in which A.M. Gears acknowledges the defect shall A.M. Gears, where possible, repair or replace the defective Product; in said cases, the Purchaser shall receive the repaired or replacement Product and A.M. Gears shall bear the transportation costs and expenses, it being understood that any other cost, including the costs of any reinstallation or assembly of the repaired or replacement Products, shall be borne exclusively by the Purchaser.

8.5 The Purchaser shall only be entitled to return Products after having requested in writing and obtained A.M. Gears's written authorization of the return in question. In its written requests for authorization to return Products, the Purchaser shall include the reasons for the request and references to the invoices and/or transportation documents relating to the Products in question. Defective Products, the return of which has been authorized in writing by A.M. Gears, shall be delivered, at the Purchaser's cost and expense, DAP (ICC Incoterms®-2010) A.M. Gears's warehouse in 40054 Budrio (Bologna), or such other location as A.M. Gears may indicate in writing.

8.6 A.M. Gears shall not be liable for and, therefore, this warranty shall not cover, any defects or quality shortcomings in the Products deriving from: I) improper assembly or installation of the Products (and, for example, if the Product is assembled with another non-original product not supplied by A.M. Gears); II) improper use of the Products (for example, when a lubricant other than that recommended by the original manufacturer, or by A.M. Gears in writing, is used); III) repairs, tampering or changes to the Products, without A.M. Gears's prior written consent; IV) negligence or incompetence of the Purchaser and/or of the Purchaser's customers in using the Products; V) normal wear and tear, poor or inadequate preservation or maintenance of the Products or Product parts; VI) accidents in transportation of the Products.

8.7 This warranty is exclusive and in lieu of any other warranty, whether written, oral or implied and, by accepting these General Conditions, the Purchaser waives any such additional warranty (as well any right of redress deriving from any sale of the Products to consumers or installation of the Products in consumer goods). A.M. Gears's liability is limited to replacement and/or repair of the Products and/or to restitution of the relevant price that has been paid by the Purchaser. With the exception of the foregoing obligations, A.M. Gears shall have no other warranty obligation and shall in no event be deemed liable for any direct, indirect and/or consequential damage caused to the Purchaser or to third parties by defects in the Products, including loss of production, injury to persons or damage to property.

9. Earlier Termination

Without prejudice to any other remedy it may have, A.M. Gears shall be entitled to terminate, with immediate effect, each contract of sale entered into on the basis of these General Conditions, by sending the Purchaser notice of termination, by registered post, return receipt requested or in another manner in which receipt is certified, in the event of breach by the Purchaser of any of the Purchaser's obligations under these General Conditions, which breach is not cured by the Purchaser, to A.M. Gears's satisfaction, within twenty (20) days following A.M. Gears's written demand to cure.

10. Know How and Confidential Information

10.1 The Purchaser acknowledges that every document supplied by A.M. Gears to the Purchaser concerning the Products may contain know-how and other confidential information such as, for example, but not limited to, technical information relating to the design, realization and development of the Products, information necessary for the assembly and/or use of the Products, information necessary in order to understand the functioning of the Products and for the exploitation of the possibilities and potential of the Products. Said confidential information and the relating documents belong exclusively to A.M. Gears and are made available to the Purchaser in absolute confidence, solely for the purposes contemplated by these General Conditions.

10.2 Therefore, the Purchaser expressly agrees to use said confidential information solely to the extent strictly necessary for the performance of each contract of sale and for the use of the relating Products. The Purchaser further agrees (I) not to copy documents containing said confidential information and not to disclose the confidential information to third parties, except as authorized by A.M. Gears in writing and (II) to ensure that the Purchaser's employees, agents and representatives comply with the foregoing confidentiality obligations. Any use, communication or disclosure of the confidential information and know how in breach hereof may also constitute an infringement of A.M. Gears's trade secrets.

11. Trademarks and Other Intellectual Property Rights

11.1 The Purchaser acknowledges that the trademark on the Product packaging, and any other marks, trade names and expressions used by A.M. Gears in its business of promoting and selling the Products, belong exclusively to A.M. Gears. Therefore, the Purchaser shall not apply to register or register or cause third parties to apply to register or register, said trademark, trade name or expression, or terms or expressions similar to or susceptible of being confused with them. Except as otherwise expressly agreed in writing by A.M. Gears, the purchase of the Products shall not confer upon the Purchaser, expressly or impliedly, any right, title, interest or license in or to any industrial design, patent or any other intellectual property right of A.M. Gears.

11.2 A.M. Gears has not, to its knowledge, infringed and will not knowingly infringe any industrial designs, patents, copyright, trademarks or other intellectual property rights of third parties. In no event shall A.M. Gears be liable for any direct or indirect problem, loss, damage or cost of any sort incurred by the Purchaser as a result of A.M. Gears's infringement of any such intellectual property right, unless it is proven that A.M. Gears knew that the goods in question were manufactured or distributed in violation of a third party's pre-existing intellectual property right.

11.3 Any wording, label and/or other description and/or identification placed on the Products sold by A.M. Gears and/or on the packaging thereof, shall not be removed without A.M. Gears's written consent. Any alteration and/or change of working, trademarks or technical data or labels in any way placed by A.M. Gears shall constitute infringement and/or unlawful conduct in respect of which A.M. Gears may take legal action against the Purchaser, any third party holder and/or successor in respect of Products purchased from the Purchaser. In that case, the Purchaser's warranty rights in respect of the Products shall terminate.

11.4 Should A.M. Gears be named as a defendant in any sort of legal proceeding in which it is alleged that third party intellectual property rights were infringed in connection with the manufacture of the Products supplied to the Purchaser, A.M. Gears may, in its sole discretion and without notice,

terminate the contract and refuse to deliver other Products to the Purchaser, without giving rise to any liability of A.M. Gears to the Purchaser for any loss, damage or cost incurred or to be incurred by the Purchaser as a result of said termination and refusal to make further deliveries. In that case, A.M. Gears shall return to the Purchaser any sum paid by the Purchaser in advance for Products subsequently not delivered by A.M. Gears and A.M. Gears shall be under no further obligation to the Purchaser.

12. Force Majeure and Limitation of Liability

12.1 A.M. Gears shall not be liable to the Purchaser for any breach by A.M. Gears, including failure to deliver or late delivery, which is caused by events beyond A.M. Gears's reasonable control, such as, for example, but not limited to, failure to deliver or delay in delivery of production materials by suppliers, strikes or other union actions, suspension of or difficulties in transportation, theft of or damage to goods, fires, accidents, earthquakes and other events occurring from natural causes, uprisings, wars (whether or not declared), demonstrations, seizures, embargos, laws or regulations of any agency or authority (including government controlled export credit agencies).

12.2 The warranties and responsibilities of A.M. Gears, deriving from and relating to the contracts entered into on the basis of these General Conditions, are limited to those expressly provided for herein. Therefore, A.M. Gears shall have no additional responsibility in connection with the Products and in no event shall be held liable for direct, indirect or consequential damages, loss of profits, direct or indirect losses of any sort (including injury to persons and property damage) deriving from the purchase of the Products, except in cases of A.M. Gears's intentional wrongdoing or gross negligence. The Purchaser acknowledges that A.M. Gears's aggregate liability arising from and/or relating to the contracts entered into on the basis of these General Conditions shall, in all cases, be limited to the price paid by the Purchaser for the Products in question.

13. Personal Data Processing

Pursuant to Legislative Decree 196/03, the Purchaser acknowledges that the "personal data" provided to and/or exchanged with A.M. Gears, even in the phase preceding the actual conclusion of a contract, shall be processed pursuant to and for the purposes contemplated by art. 13 of Legislative Decree 196/03. Therefore, the Purchaser consents to the processing of its "personal data," availing itself of the rights granted to it by art. 7 of Legislative Decree 196/03 and, in particular, the right to ask that A.M. Gears update, correct, supplement, delete and make anonymous the Purchaser's data.

14. No Waiver by A.M. Gears – Severability – Language

14.1 No delay in exercising a right or an option or failure to exercise an option or right to bring an action arising from these General Conditions shall be deemed to constitute a waiver by A.M. Gears of the option, right or action in question.

14.2 If one or more of the provisions of these General Conditions is/are held to be invalid or inapplicable, the validity and/or applicability of the remaining provisions of these General Conditions shall be unaffected; each provision held to be invalid or inapplicable shall be replaced by a new, valid, applicable and lawful provision having, to the extent possible, the same content as the invalid or inapplicable provision.

14.3 These General Conditions of sale are drafted in the Italian, English, French [and Spanish] languages. In the event of doubts as to the interpretation hereof, the Italian language version shall prevail.

15. Applicable Law – Competent Court

15.1 These General Conditions and the contracts of sale of Products to which A.M. Gears is a party shall be governed by Italian law and, in particular, in the case of contracts for the international sale of goods as defined in the Vienna Convention of 1980, by said Convention, to the extent that said Convention has not been derogated from by these General Conditions or by the parties in writing only.

15.2 All controversies arising from and/or relating to these General Conditions and the contracts of sale of Products to which A.M. Gears is a party shall be resolved exclusively by the competent courts for the place in which A.M. Gears's registered office is located. Without prejudice to the foregoing, A.M. Gears reserves the right, in its discretion, to opt out of said exclusive court and to bring an action against the Purchaser before any court having jurisdiction over the Purchaser, in particular, but without limitation, for purposes of recovering sums owed to A.M. Gears.

16) No Re-Export to Russia and Belarus Clause

16.1 The Purchaser shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation, to Belarus or for use in Belarus, the Ukrainian regions/districts of Crimea, Donetsk, Lugansk, Kherson and Zaporizhzhia, any goods supplied under or in connection with contracts or agreements regulated by these General Conditions of sale and that fall under the scope of Article 12-g of Council Regulation (EU) No 833/2014 and Article 8-g of Council Regulation (EC) No 765/2006, among which bearings possibly included in the sales contracts.

16.2 The Purchaser shall undertake its best efforts to ensure that the purpose of paragraph (16.1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

16.3 The Purchaser shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (16.1)

16.4 Any violation of paragraphs (16.1), (16.2) or (16.3) shall constitute a material breach of an essential element of contracts regulated by these General Conditions of sale, and Euroricambi shall be entitled to seek appropriate remedies, including, but not limited to, termination of all sales contracts that may be in force, by simple written notice to Buyer pursuant to Article 1456 of the Italian Civil Code, without prejudice to Euroricambi right to full compensation for damages, losses, expenses, costs, regardless of any contractual provision for delayed payment in the contract and further without prejudice to any legal action by Euroricambi as well.

16.5 The Purchaser shall immediately inform Euroricambi about any problems in applying paragraphs (16.1), (16.2) or (16.3), including any relevant activities by third parties that could frustrate the purpose of paragraph (16.1). The Purchaser shall make available to Euroricambi information concerning compliance with the obligations under paragraph (16.1), (16.2) and (16.3) within two weeks of the simple request of such information.