PRICING AND PAYMENT: Product availability and pricing are subject to change without notice. The purchase price for SI Group products shall be the SI Group price in effect at the time of shipment. Payment terms are not thirty (30) days from the invoice date. Payment shall be made in accordance with the terms of the SI Group's quoted price and the buyer is responsible for all costs associated with the handling, possession, use, disposal, or resale, whether alone or in combination, of products sold hereunder. 

ADDITIONAL CHARGES: Any additional freight costs, insurance, duties, taxes, storage, handling charges or other transportation costs not specifically provided for will be for the buyer's account. If for any reason SI Group should be prevented from making changes in price, freight terms, and/or terms of payment hereunder, or continuing a price, freight term, and/or term of payment already in effect, by law, governmental decree, order or regulation, SI Group may terminate the agreement upon thirty (30) days' prior written notice to Buyer.

LIMITED WARRANTY AND DISCLAIMER: SI Group warrants that the products supplied to Buyer conform to SI Group's internal specifications for such products at the time of manufacture, unless other specifications have been agreed with Buyer in writing. 

ENVIRONMENTAL REGULATION: 

FORCE MAJEURE: 

NOTIFICATION OF DEFECT: Such notice must be given to the carrier and SI Group within the aforesaid three (3) day period.

DELIVERY SHORTAGE OR LOSS IN TRANSIT: 

DATA SECURITY OR LOSS IN TRANSIT: No claim for any loss or damage caused by or suffered as a result of a non-delivery or late delivery of a portion of a shipment or damage in transit will be entertained unless a separate notice in writing is given to the carrier and SI Group within three (3) days after the claim in writing is made to SI Group within five (5) days of receipt of the products. In the case of non-delivery of a whole shipment, notice in writing must be given to the carrier and SI Group within ten (10) days of the date of dispatch. 

FORCE MAJEUERE: SI Group shall not be liable for any failure to fulfill any terms or conditions herein if such failure is a result of factors beyond SI Group's reasonable control including, without limitation, any Act of God, fire, strike, lockout, riot, flood, epidemic, shortage of labor, shortage of or, inability to obtain, raw materials, fuel, equipment, or utilities, shortage of transportation, critical material failure, terrorism, foreign or domestic wars or hostilities, arrests or restraints, embargoes or other import or export restrictions, action of any government, accidents of the seas, canals or river or navigation of vessels of whatever nature even when occasioned by negligence or default or error in judgment of the pilot, master, mariners or other servants of the vessel's owners, or from any other similar or different cause beyond SI Group's reasonable control. During the pendency of any force majeure event, SI Group's obligations will be suspended and SI Group will have the right to add to or subtract from the number of the quantities shipped to or received by the buyer hereunder. If the force majeure event continues for ninety (90) consecutive days, SI Group may terminate the agreement on written notice to the Buyer without liability.

ENVIRONMENTAL REGULATION: Buyer shall properly manage and dispose of all wastes and residues resulting from Buyer's use of materials in accordance with applicable laws. Should any material purchased from SI Group become unsuitable for its intended use, then Buyer becomes the "generator" of such waste, and Buyer is fully responsible for disposal in accordance with all existing Federal, State and local laws and regulations. Buyer bears all responsibility for, and agrees to indemnify, defend and hold SI Group harmless from, all liability and costs associated with the handling, possession, use, disposal or resale, whether alone or in combination, of products sold hereunder. 

SAFETY DATA SHEETS: SI Group shall furnish Buyer with Safety Data Sheets for each product delivered hereunder. Buyer shall disseminate such information to all persons whom Buyer can reasonably foresee may be exposed to product related hazards including, but not limited to, Buyer's employees, agents, contractors and customers. Buyer shall defend and indemnify SI Group against any liability caused by Buyer's failure to disseminate such information. 

TAXES: Any increase in or any new additional tax, excise or governmental charge imposed after the execution date of the attached agreement (other than taxes on or measured by income) upon the production, sale, transportation, storage, handling, delivery, use, possession of or value added to products sold hereunder, or with respect to any material used in the manufacture thereof, SI Group may be required to pay, including Superfund tax or any other government environmental tax or like charge, shall be paid by Buyer to SI Group in addition to the purchase price.

TERMINATION FOR CAUSE: Either party may terminate the agreement upon thirty (30) days' prior written notice to the other party in the event of (i) the other party in in any material respect of the terms of the Agreement and fails to cure; (ii) the institution by or against the other party of voluntary or involuntary proceedings in bankruptcy or under any insolvency law or law for the relief of debtors, or (iii) the other party passes a resolution for winding up its business (other than for the purpose of amalgamation or reorganising).

GOVERNING LAW: This agreement shall be governed and construed in accordance with the laws of Italy. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

CONFIDENTIALITY: The price, quantity and quality of product and the duration of supply is confidential and shall not be disclosed to third parties unless required by law.

COMPLIANCE WITH LAWS: In the performance of the agreement, Buyer shall comply with all applicable laws and governmental decrees, rules, regulations and orders.

EXPART CONTROLS: Buyer agrees to comply with all U.S. and local export control, economic sanctions, customs, and antiboycott laws, regulations, rules, and orders ("Trade Control Laws") and any end-user certificate Buyer provides, and will only use SI Group products and any related technical data ("Items") for non-military, peaceful purposes. Buyer certifies that it is not, and is not owned directly or indirectly by anyone, listed on any prohibited persons list published by a U.S. Government agency (a "Denied Person"). Any Item's export classification made by SI Group shall not be construed as a representation or warranty regarding the proper export classification for such Items. Buyer agrees to provide to SI Group all technical data provided the same was not owned by SI Group and for which SI Group retained rights to the technical data, including end-use certificates, as SI Group may request. In addition to any other remedy it may have, SI Group may suspend and/or cancel the export and any post-delivery service if (a) SI Group does not have all required export-related documentation and/or the governmental approvals that SI Group deems to be required, (b) SI Group believes that such activity may violate any Trade Control Laws or SI Group's own compliance policies, or (c) Buyer violates any of its commitments hereunder. Buyer must notify SI Group before providing to SI Group any technical data that is controlled under any Trade Control Laws. SI Group will not be liable to Buyer for any loss or expense if Buyer fails to comply with the provisions set forth herein. Buyer will fully indemnify SI Group and its representatives against any damages, costs, losses, liabilities, and/or expenses (including attorneys' fees and expenses) arising out of Buyer's non-compliance with this section, including Buyer's violation or alleged violation of any Trade Control Laws. This section will survive the expiration or termination of this order.

NO RESALE: Buyer represents that the products purchased hereunder are for Buyer's own use and consumption. Buyer will not resell products without prior written consent from SI Group.

WAIVER & SEVERABILITY: Any failure by Buyer or SI Group, or from time to time, to require the performance of the Buyer or any of the terms of the agreement shall not constitute a waiver by SI Group of the particular terms and conditions and shall not affect or impair said terms or conditions in any way. Each of the provisions of the agreement shall apply to the full extent permitted by law, and the invalidity in whole or in part of any provisions shall not affect the remainder of such provision or any other provision.

ASSIGNMENT: The agreement between Buyer and SI Group shall not be assigned in whole or in part by Buyer or SI Group without the written consent of the other party, such consent not to be unreasonably withheld except that, no consent shall be required when the assignee is either an Affiliate of a party or is a purchaser of or other successor to a significant portion of the assets used to manufacture Product sold to Buyer. Any purported assignment in violation of this clause shall be void.

SURVIVAL: All rights accruing prior to the expiration or other termination of the agreement shall survive such expiration or termination.

ENTIRE AGREEMENT: These Standard Conditions of Sale, together with the terms of the attached agreement, shall constitute the entire agreement between the parties. In the event of an inconsistency between the specific terms of the attached agreement and the terms of these Standard Conditions of Sale, the specific terms of the attached agreement shall govern.