

ICM GENERAL CONTRACT CONDITIONS

These ICM General Contract Conditions are available upon Customer request, filed either orally, by phone or in writing and in addition to that they can be viewed, downloaded and/or printed from the website <www.icmlift.com and www.icmliftmarine.com>

1) DEFINITIONS

In these General Contract Conditions (hereinafter referred to as **GCC**) and in the contract and pre-contract documents indicated below the following terms and expressions have been used with the following meaning:

"ICM": Abbreviation of I.C.M. S.r.l., registered office Via Kempten, 12 38121 (TN)- P.IVA: 01274070224

"Customer": the natural or legal person that enters in the contract with ICM;

"Metal shaft": indicates, for the purposes of these General Contract Conditions, both the metal shaft designed and manufactured by ICM to contain the facilities (platforms, lifts and so on) produced by third parties as described in the "ICM order confirmation" and in the "Metal shaft project(s)" and subsequent additional documents and the Icaro homelift, consisting in a hoisting platform patented and manufactured by ICM, which can (but needs not to) be stored inside a metal shaft manufactured by ICM or by third parties according to the provisions in the ICM Order Confirmation and in the Metal shaft project(s) and subsequent additional documents;

"Materials": all or part of the components of the Metal shaft before the Installation activity is completed;

"Installation": the monitoring activity of Materials in the place of the ICM Order Confirmation, care of ICM, or by third parties or by the Customer directly. The words installation and assembling are equivalent for Contract purposes;

"Negotiation": the stage before "Contract" signature in which ICM and the Customer discuss and assess suitability and opportunity of signing the "Contract", with no restrictions for either party.

"ICM Temporary offer": ICM document that pertains only to the outcome of the negotiation but is not an ICM contract proposal and features a simple outline of the object (Metal shaft, materials, products, overall quality and additional services required for implementation) and the price of the future contract proposal (Order Confirmation) without the essential items of the latter documents.

"ICM Order Confirmation": full ICM contract proposal for the Metal shaft (and the additional services to build the metal shaft and so on) containing also the specific contract conditions; this document is supplemented by these GCC and annexes thereof.

“Order Progress Schedule”: the plan, developed by ICM upon forwarding of the ICM Order Confirmation which contains a brief schedule that details, for each week, the times required by ICM to design, manufacture, delivery and also install the Metal shaft and also the tasks to be carried out by the Customer (with the relevant executions times) or by third parties appointed by the Customer or connected to the customer by contract or de facto relationships; full compliance with this plan is required to allow ICM to comply with its deadlines and terms set forth in the "Order Progress Plan".

“Order Progress Updates”: plans, issued by ICM after the Order Progress Schedules during the Contract performance and sent (also by e-mail) to the Customer; these plans take into account all variations from the terms in the Order Progress Schedule.

Metal shaft project/s: graphical projects and plans developed by ICM and pertaining to the Metal shaft. these plans are designed basing on the surveys carried out in the Site where the Metal shaft will be installed and also based on the “Facility Project” and the technical data provided by third parties;

“Elevator Project”: if the metal shaft's purpose is to house a Elevator (lift, hoisting home lift and so on) designed by different third parties, the “Elevator Project” is the project developed by these third parties on behalf of the Customer. ICM needs this project to design and build the Metal shaft in a way that is compliant to the Elevator itself.

“Customer-requested modifications”: changes ordered by the customer during the contract relationship. These changes may pertain to materials quantity and/or quality of the Metal shaft or part of it, changes that may require amendments to or remaking of the Metal shaft Project or part thereof and that therefore cause changes in the deadlines set forth in the First Order Progress Plan in and may cause increases in the overall Contract price.

“Contract”: the agreement between ICM and the Customer, whose object is the Metal shafts and that includes the **“ICM Order Confirmation”** accepted by the Customer in writing and including all annexes thereof, including the **“First Order Progress Plan”** and the **“Metal shaft project/s”** and/or the **“Customer-requested Modifications”**, and these **“GCC”**, and/or by further contract documents.

“Site”: the place (usually a building being constructed and/or being renovated) where the Material is to be delivered and that shall house the Metal shaft.

2) NEGOTIATION (PRE-SIGNATURE) STAGE AND PRE-CONTRACT DOCUMENTS

2.1) During the negotiation, ICM shall send the document named **“ICM Temporary offer”**. " by mail or e-mail. This document has not the legal force of an ICM Contract Proposal pursuant to art. 1326 of Civil Code; its only purpose is to help development of the negotiation and define the object (Metal shaft, materials, products, overall quality and additional services required for implementation) and the price of the ICM contract proposal that will be issued at the end of the negotiation. The ICM Contract Proposal will be formalised by ICM if the negotiation has a positive

outcome by issuing a document, called "ICM Order Confirmation" which will be further discussed in the next article. Only this document, duly drafted and completed and with all annexes thereof shall have the effect of an ICM Contract Proposal as it contains all the key Contract elements to be supplemented by these General Conditions.

2.2.) Therefore, the Customer's returning this "Temporary Offer" signed (with "acceptance signature" or with an analogous formula or simply signed) as well as the sending of an oral, written or e-mail message containing the "acceptance" of the offer or a similar message to the same effect shall not be construed as the parts having entered into a contract.

2.3) If the Customer, after receiving the ICM Temporary Offer, wishes to carry on with the negotiation it shall notify ICM about it in writing (also via e-mail) or in spoken form. Until said notification occurs the parties shall be free to freely withdraw from the negotiation without any justification and/or refund and/or cancellation surcharge.

2.4) All pre-contract documents provided by ICM and/or the customer during negotiation for the purpose of identifying the future Contract conditions, including e-mails, drawings and/or temporary projects and even the ICM Temporary Offer shall not have any force and relevance after the contract has been signed and has come into force as only the conditions contained in the "ICM Order Confirmation" and supplemented by the annexes thereof and by subsequent operational/executive documents (Metal shaft Projects, Further Order Progress Plans, Customer-requested Modifications) shall supplement the content of this Contract.

3) CONTRACT SIGNATURE AND CONTRACT DOCUMENTS

3.1) Should the parties wish to carry on with the negotiation also after exchanging the aforesaid pre-contract documents, ICM shall take care to prepare and sent to the Customer the contract proposal, called "ICM Order Confirmation", which identifies the Contract object, states the price and the key terms and conditions of the Contract (delivery terms, payment terms and so on) as well as a reference to the General Contract Conditions for anything not mentioned in them. Please note that all annexes mentioned and/or cited in the ICM Order Confirmation supplement the content of the Contract. This applies in particular to the Order Progress Schedule that shall be carefully reviewed by the Customer as it is essential to understand and define the delivery times, the obligations and the duties entrusted solely to the customers and the terms of fulfilment of such obligations.

3.2) The Contract comes into force when ICM receives the ICM Order Confirmation returned by the Customer and all annexes thereof, signed in each page by the Customer (or its legal representative).

3.3) Failure to return to ICM the Order confirmation duly signed as per 3.2 above (including annexes) within 15 days from the document sending (and/or delivery) date shall cause said Order Confirmation to become null and void.

3.4) The Customer shall deliver to ICM the original copies of the signed ICM Order Confirmation and annexes but it may also send a copy of them via fax first, provided all the original contract

documents (including annexes) are sent, duly signed, by mail as well. The fax number is found at the bottom of the document. In this case the date of fax receipt shall count as the date of contract entering into force. However, the Customer shall necessarily send the original and signed documents by mail as soon as possible.

3.5) No other form of ICM Order Confirmation acceptance (including e-mails) are allowed.

3.6) Should the Customer be entrusted by a third party (including public authorities) to build the Metal shaft it shall explicitly state it and inform ICM about it in writing before entering into the Contract stating that it has been authorised by the aforesaid third party to enter into the Contract with ICM under its own responsibility and it shall provide ICM with all the information about said third party and all information, including technical information, regarding the relationship with said party that may be useful for assessing the contract terms and Conditions. The Customer undertakes to hold harmless ICM from any penalty, claim or anything else that may be caused by the Contract coming into force without the aforesaid authorisations and the Customer also undertakes to refund all expenses and damages caused to ICM in case the Contract is interrupted, terminated or declared null and void because of the ceasing of the effects of the contract/relationship between the Customer and the third party.

4) TECHNICAL CHARACTERISTICS OF THE METAL SHAFT

4.1) The exact identification of the Metal shaft technical characteristics is included and can be found in the ICM Order Confirmation, the annexes thereof, the Metal shaft Project/s and the Customer-requested modifications as regulated by these GCC.

5) CONTRACT PERFORMANCE – RECIPROCAL OBLIGATIONS PERFORMANCE TIMING – ORDER PROGRESS SCHEDULE.

5.1) Together with the Order Confirmation, ICM shall attach also a document named **Order Progress Schedule**. This schedule shows under the heading **“deadlines for ICM”** all the activities and tasks to be carried out by ICM (surveys, planning, production, etc.) until the delivery of the Material at the Site, by specifying the week of the year by which the same are to be carried out.

5.2) Under the heading **“deadlines for the Customer”**, the Order Progress Schedule shows the different activities and/or tasks to be carried out by the Customer. The Customer may carry out them directly or through third parties appointed by the same or connected to the same with an autonomous contractual or factual relationship (e.g., main customer, works supervisor, Customer's works supervisors, design office appointed by the customer, etc.). Indeed, since the Metal shaft is aimed at containing facilities (lift, etc.) built by third parties and is to be delivered and installed at a site at the disposal of the Customer or third parties connected to the Customer with autonomous contract relationships, in order to comply with its design, production, delivery and possible installation deadlines ICM needs a wide range of information, designs, technical data, etc. from the Customer or said third parties. The same is true for the Icaro homelift. Moreover, in order to carry out its activities ICM needs

the Customer or the aforesaid third parties to perform all the tasks and activities to be carried out by them (or, in any case, not by ICM) and the availability of all necessary works in perfect efficiency, as stated in detail in the following articles.

5.3) Therefore, failure or delay in carrying out the different activities and/or tasks under the Contract and Order Progress Schedule by the Customer or the aforesaid third parties shall cause the automatic deferment of ICM weekly deadlines for the performance of its own activities and/or tasks (design, production, delivery, installation, etc.). Weeks are intended as working weeks, from Monday to Friday, Saturday and Sunday excluded.

5.4) As a way of an example, since all weekly deadlines in the Order Progress Schedule given together the ICM Order Confirmation are to be preceded by the prior and necessary return by the Customer of the Order Confirmation and the Order Progress Schedule signed for acceptance in each part, should the Customer do it only after the end of the week stated in the Order Progress Schedule, all successive weekly deadlines shall be postponed accordingly. Similarly, since the Metal shaft cannot be properly designed if the Customer or the appointed third party does not send the Elevator Project, delay in delivering it as to the week under the Order Progress Schedule shall cause a corresponding postponement of ICM weekly deadlines for project realization as well as of the other successive deadlines. The same applies to the written approval of the ICM Metal shaft Project by the Customer, since without this approval ICM cannot go on with the production or realization by the Customer or the appointed third party, of all building works necessary for the Metal shaft installation, being understood that if these works have not been properly completed, not only the Metal shaft cannot be installed but also the same may be dangerous, taking into account its function. And so on.

5.5.) The Customer is required – for organizational reasons and the aforesaid ones - to promptly inform ICM in writing of its impossibility (or the impossibility of connected/depending third parties) to carry out the aforesaid activities/tasks within the terms under the Order Progress Schedule.

5.6) If, during the relationship, the original terms are postponed due to delays and/or facts and/or situations ascribable to the Customer in carrying out the aforesaid activities/tasks, ICM may send the Customer Order Progress Updates, of course adjusted to the changed situation. This also for Customer organizational reasons. However, failure to send said tools shall not jeopardize the postponement of the original terms in the cases above.

5.7) ICM shall not be liable for any postponement of the terms of the Order execution ascribable to the Customer (and/or third parties connected to the same) for the aforesaid reasons and situations, with the result that the Customer cannot claim any damage and/or penalty (if agreed) from ICM for any postponement period (weeks / fractions of weeks) ascribable to the Customer.

5.8) If the Order Confirmation and/or Order Progress Schedule provide for a specific final term for the delivery of the Materials (a week or a specific date), it is understood and agreed that said deadline is always and in any case established by taking into account the aforesaid activities/tasks of the Customer provided for and stated in the Order Progress Schedule. Therefore, the provisions above related to the postponement of ICM terms shall apply to this case too. The generic word "Delivery" in the aforesaid documents shall be interpreted as the Delivery of the Materials at the Site, even if the Contract provides for installation.

5.9) Technical information, surveys, designs (for instance, the Elevator Project) sent to ICM by the Customer or third parties which the Customer is responsible for shall be accurate, thorough and correct to allow ICM to update the order in its different aspects (related to design and execution) with punctuality, accuracy and skilfulness and ICM shall not be liable for technical mistakes of third parties. The wording "Elevator technical data" in the Order Progress Schedule refers to all Elevator technical data that are not included in the "Elevator Project" and are necessary for the Metal shaft design. Said information and the "Elevator Project" are not necessary if the Contract refers to the Icaro homelift. In that case, if the latter is to be installed in a metal shaft built by third parties, the Customer shall provide all technical data and projects of the metal shaft in order to assess and adapt ICARO to the same.

6) CUSTOMER-REQUESTED MODIFICATIONS

6.1) Changes ordered by the Customer after the signing of the contract and during the contract relationship. These changes may refer to materials quantity and/or quality of the Metal shaft or part of it. Even when changes do not require amendments to or remaking of the Metal shaft Project, they cause changes in the deadlines set forth in the Order Progress Schedule and may cause increases in the overall Contract price according to the Order Confirmation.

6.2) The Customer shall formalize modifications in writing, also by e-mail, by using ICM forms. Upon receipt of the modification request, ICM shall formalize its proposal (also by e-mail) for the price related to the requested modifications and wait for the Customer's confirmation and acceptance, to be sent to ICM also by e-mail, before carrying out the relevant design and/or production and/or change. The consideration for modifications shall be added to the last payment at the end of the relationship. If the parties do not agree on the consideration, it shall be calculated based on the last price list published by the Provincia Autonoma di Trento.

7) PRICES

7.1) The prices stated by ICM are net of VAT (in the percentage applicable upon invoicing).

7.2) Without prejudice to the specific cases under these GCC (for example, Customer-requested modifications), Contract prices are fixed and invariable, starting from the date of the Contract signing until the date of the installation completion.

8) PAYMENT TERMS

8.1) The ICM Order Confirmation includes price payment modalities and terms. If, as usual, the price is paid by instalments, the following terms shall have the stated meaning and effects:

"...% **advance upon order**": it refers to the signing of the Contract;

"...% **with goods ready**": it refers to the moment in which ICM manufactures the Materials;

"...% **upon Materials delivery**": it refers to the moment in which ICM delivers the Materials at the Site;

“...% upon metal shaft installation”: it refers to the moment when ICM installs the Metal shaft in the Site, even if the glasses have not been installed (if applicable), which are to be necessarily installed after the lift technician has installed the Elevator inside the Metal shaft (also in order to prevent their breaking or scratching). In particular, it is sufficient the completion of the installation of the Metal shaft as a whole, even if there are minimum finishing works still to be completed (for example, sealing with silicone glue, setting, etc.). In Contracts where for its own organizational reasons the Customer, or the third party building the Elevator, asks ICM to install the Metal shaft without door sides (i.e., the closing devices between the lift door and the metal shaft vertical uprights) the right to the payment of the price instalment starts when ICM finishes installing the Metal shaft, even if the door sides have not been fitted but only delivered at the Site.

“...% upon installing of glasses”: when glasses are included in the Metal shaft, it is the moment when, after the Elevator has been installed inside the Metal shaft, ICM fits said glasses. Also in this case, it is sufficient that the glasses have been fitted as a whole, even if there are still minimum finishes to be carried out.

8.2) In case of delay in the payment in accordance to the terms under the Order Confirmation, the Customer shall pay ICM, without any formal notice, the relevant interest provided for by the law with reference to business operations (Legislative Decree 231, dated 09.10.2002), plus two percentage points.

8.3) The Customer cannot delay or suspend payments at the deadlines stated in the Order Confirmation for any reason, even in case of claims or challenges, also if referred to other existing Contracts with ICM.

8.4) Failure to pay even one price instalment shall involve the loss of the benefit of the terms granted by ICM to the customer for other instalments, give ICM the right to suspend its performance and, in any case, imply an automatic and corresponding postponement of the terms for ICM under the Order Progress Schedule, with the right for the latter to withhold amounts already paid until that moment also as penalty, without prejudice to its right to pursue claim for further damages.

8.5) Failure to comply with the aforesaid deadlines shall imply also the automatic termination of the Contract pursuant to art. 1456 of the Italian Civil Code, with the right for ICM to withhold amounts already paid until that moment also as penalty, without prejudice to its right to pursue claim for further damages.

9) CHARGES AND SUPPLIES TO BE PAID BY THE CUSTOMER

9.1) Moreover and without prejudice to the Order Confirmation provisions, the Customer shall place at ICM disposal - next to the lift-shaft and at the level of the roadway – a sufficiently large venue, that is dry, ventilated and well lit, equipped with a lock, to be used as warehouse for the Material delivered at the Site. The Customer shall be responsible for the custody and conservation of goods in it.

9.2) The Customer shall give the carrier and ICM a receipt for the Materials delivered at the Site.

9.3) The Customer shall carry out, both before and during the Installation, any kind of local works and masonry necessary for the Metal shaft installation (these works are to paid by the same, also for

transformations and modifications of existing Elevators or repairs, including those carried out under warranty); the same shall also arrange and provide the installer with all necessary means, compliant with safety regulations in force (scaffoldings, ladders, etc.).

9.4) The Customer is responsible for obtaining any authorization/licence and analogous building permit necessary for the Metal shaft installation, also under municipal regulations in force where the Site is located, as well as for dealing with any duty and paperwork under the local and national building regulations in force. By way of example, if just a D.I.A. (declaration of the start of work) is necessary, the Customer shall be responsible for its submission and shall take care, at its own expense, of any further formalities with the public administration (for instance, declaration of the end of work, etc.). The same applies to issues related to the Metal shaft appearance, if external, with reference to regulations on environmental impact and so on. In any case, ICM shall not be liable to the Customer in respect of any claims and/or initiatives taken by the relevant bodies for alleged breach of building regulations related to the Metal shaft installation and the Customer shall indemnify and hold harmless ICM from and against any claims of such public bodies and/or third parties in such cases.

9.5) Unless the Order Confirmation states otherwise, the Customer shall be responsible for:

- shelters and enclosures for the lift-shaft, railings and any other means necessary to prevent and protect against accidents pursuant to regulations in force, also during the Product assembling;
 - disposal of materials remaining from assembling, including debris and waste, in compliance with regulations in force, except packaging paperboard;
 - supply and installation of any prescribed protection dividing rooms shared by different Elevators;
 - supply and installation – in a proper place near the lift-shaft – of a suitable earth plate and the relevant connections, in compliance with regulations in force and IEC regulations on the earthing of metal shafts and the Metal shaft equipment;
 - arrangement of a temporary lock for the access to the floors during the installation, in compliance with safety regulations in force;
 - any restoration works, painting of doorways, finishing and painting of rooms and spaces after the installation;
- heating of rooms during the installation.

9.6) The Customer is responsible for contacting - promptly and before the signing of the Contract - the local fire brigade to know whether, based on the configuration and the use of the building where the Metal shaft is to be installed, they believe that the whole metal shaft or specific parts of it are to be previously compartmented to prevent fire or fireproof treatments or similar measures are to be taken. If the aforesaid measures are necessary according to the fire brigade, the Customer shall immediately inform ICM in writing before the signing of the Contract, since it is absolutely necessary for ICM to assess the relevant higher charges and re-set the price. Should the Customer delay in informing ICM, upon signing of the Contract the same shall be considered automatically terminated, unless the parties agree on re-setting the price and the Contract performance timing, with the right for ICM to the refund of expenses and compensation for damage.

10) INSTALLATION

10.1) The Customer shall send ICM a written confirmation that the Site is ready for the Metal shaft installation and, more specifically, that law and regulatory provisions have been complied with and all preliminary works completed according to the plans, by checking and stating that:

- the rooms to house the installation are completed according to ICM instructions, perfectly dry and electrically lit;
- accesses to the floors are ready or, in case of stairways, protections have been installed;
- all safety regulations have been complied with.

10.2) ICM or the third party appointed by the same shall begin the installation as soon as it is certain – upon inspection - that the duties above aimed at ensuring the site safety and rapid installation have been properly carried out.

10.3) During the Installation, the Customer shall make sure that no other firms working in the Site hampers or slows up ICM in carrying out it or causes danger and/or damages to the people in charge of the installation. Moreover, the Customer shall make sure that ICM is supplied with the supporting tools necessary for the installation (e.g., the Site crane, etc.).

10.4) The Customer shall promptly inform ICM in writing - also during the installation stage - of any reason preventing the activity continuation, e.g. unexpected needs of other firms working in the Site that require the installation suspension. Similarly, it shall also inform ICM in writing of the possibility to resume the works.

10.5) In case of interruption of the installation due to events not attributable to ICM, any terms agreed for the Installation shall be postponed accordingly. In that case, ICM shall be entitled to claim, at the end of the relationship, the repayment of the higher costs incurred for further travels, labour and the increase of the price of installing firms, etc. as a consequence of the Installation interruption.

10.6) If the Site progress does not allow the assembling within 180 days from the delivery of the Materials at the Site or the notice from ICM of being ready to immediately carry out the Installation, or if the Installation is suspended for more than 180 days, again for events not ascribable to ICM, the latter has the option, upon notice, not to execute the assembling and may reduce, for no more than 10% - the Metal shaft price as agreed in the Order Confirmation, only delivering the Material at the Site (if not done yet). In that case, the Customer shall pay the price agreed, even though the Order Confirmation states that the full payment (or the payment of price instalments) is subject to the final completion of the Metal shaft installation.

11) MATERIAL TRANSPORT - UNLOADING

If the transport of the Material to the Site or other place stated by the Customer is carried out by ICM at its expense, the ICM Order Confirmation shall state that the proposal includes the transport and the words "free delivery to your site". This expression means that ICM shall take the Material to the Site

closest home lift usable for unloading (i.e. inside the Site) but the unloading and transfer in the Site up to the works shall be exclusive responsibility of the Customer, at its own expenses.

12) DELIVERY

12.1) ICM warrants that its Metal shafts are designed, manufactured and installed in compliance with legal provisions and regulations on lifts and hoists in force on the date of entering into the Contract, which shall be followed also by the Customer for works within its competence.

12.2) Without prejudice to the provisions under art. 8 above (payment terms), if the Contract provides also for the Installation to be carried out by ICM (in addition to the delivery of the Material), the Metal shaft shall be deemed to be finally delivered upon completion of the installation of all essential components, including glasses (if applicable). In Contracts where for its own organizational reasons the Customer, or the third party building the Elevator, asks ICM to install the Metal shaft without door sides (as described above), the final delivery of the Metal shafts shall be deemed to occur when ICM has installed all essential components excluding the door sides, which ICM shall only deliver at the Site.

12.3) On the contrary, when the Contract does not provide for any Installation to be carried out by ICM, the final delivery shall correspond to the delivery of the Materials at the Site.

12.4) Once the Metal shaft final delivery has been carried out as stated above, the Customer shall concomitantly and properly check it and immediately inform ICM in writing of the result of its checks, no later than 8 days of the delivery. Also when the Metal shaft Installation is to be carried out by ICM, the Customer shall properly check the Material delivered by ICM at the Site (or the other place stated by the Customer) upon delivery, and immediately inform ICM in writing (no later than 8 days of the delivery) of the result of checks, specifying any issues found (e.g., with reference to packages, quantities, numbers or external characteristics of Materials), also to allow ICM to carry out its own checks and any replacements and/or measures as soon as possible. This shall be done with particular diligence and timeliness when the installation does not begin concomitantly with and immediately after the Materials delivery, also in the interest of the Customer since the same becomes the custody of the Materials after their delivery at the Site.

12.5) The Customer cannot advance third parties' conducts and/or inaction in justification of its failure to check the Metal shaft and/or Materials, e.g. the fact that its own Customer could not promptly (within the aforesaid term) carry out its own checks of manufactured articles, since the Metal shaft and the Materials are always deemed to have been delivered by ICM to the Customer, even if they are to be used for third parties' real estate.

12.6) If the shipment and delivery of the Materials cannot be carried out on the date agreed for reasons not ascribable to ICM, the delivery shall be deemed to have been carried out to all intents and purposes with the "goods ready" notice sent by ICM. This is because ICM cannot – once the production is finished – keep the Materials, also for space reasons. In that case, the Materials shall be taken and deposited by ICM at a carrier to be chosen by the Customer within 3 days of the "goods ready" notice

or, failing this indication by the term, directly chosen by ICM. The Customer shall pay for the deposit and any higher transport costs incurred by ICM compared to the original plan.

13) FORCE MAJEURE

Either party may suspend the performance of its contractual obligations if such performance is impossible or unreasonably onerous due to an impediment beyond its control such as strike (also a company's one), boycott, lockout, occupation, fire, war, civil war, riots, acts of God, requisitions, embargoes, black-outs, delay in the delivery of components or raw materials, etc.; in that case, the interested Party shall have the right - upon notice to the other - to a postponement of the Contract execution terms equal to the suspension.

If the suspension due to force majeure lasts for more than 180 days, either party shall have the right to terminate this contract upon written notice to the other party, without prejudice to the ICM right to be paid for the performances carried out until the suspension.

14) THIRD PARTIES ACTING ON BEHALF OR IN THE INTEREST OF THE CUSTOMER

14.1) Taking into account the nature of the contract and the actual performance of the same in the executive-operational stage, the Customer shall be fully responsible to ICM for the actions of the aforesaid third parties for the purpose of the Contract performance, even if said third parties actually acted without any formal assignment by the Customer made known to ICM but only in the interest, even indirect, and/or on behalf of the Customer. This is the case, for example, of the sending of the Elevator Project, the approval of ICM Metal shaft Projects, the request for modifications, directions and/or documents related to the Site, the Material taking-over at the Site, the testing of the Metal shaft, etc., when these actions are carried out by third parties and/or a design office and/or a Site Manager and/or Works Supervisor appointed or related to the Customer, or appointed by a main Customer with which the Customer has an autonomous contractual relationship.

14.2) The Customer is responsible for informing ICM in writing, upon signing the Contract or during the contractual relationship, of the explicit prohibition to work with and relate to the aforesaid or equivalent subjects, in the performance stage (e.g. the Customer shall prevent ICM from following any instructions and/or taking orders from a specific design firm and/or Site Manager). Failing these specific instructions, directions and orders from the third parties above shall be valid and effective as if they were from the Customer.

15) PROTECTION OF PERSONAL DATA

15.1) Data supplied for the purpose of this contract are filed and processed by ICM (as the controller of the data processing) on paper and computer databases created for statistical purposes, in full compliance of Law 675/1996 on personal data protection. To that end, pursuant to art. 11 of the aforesaid law the signing of this contract shall constitute agreement of the interested party, which, at



From July 1st 2014 all structural steel are CE marked according to the European Regulation (EU) No. 305/2011 in compliance with the standard EN 1090-1.

Certificate N ° 1305-CPR-1192.

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the same time, states to acknowledge its rights which the same has been informed of pursuant to articles 10 and 13 of the same law.

15.2) The Customer shall obtain the same agreement, if necessary, from the Metal shaft final users with which ICM has not any contractual relationship, with reference to data supplied by the Customer to ICM (such as, address and/or personal data of the Metal shaft final user/s), indemnifying and holding harmless ICM from any claims of said third parties related to privacy.

16) HIERARCHY OF SOURCES – APPLICABLE LAW - JURISDICTION

16.1) The Contract shall be regulated by these General Contract Conditions, the provisions of the ICM Order Confirmation, the annexes thereof and the aforesaid contract documents.

16.2) In any case, these General Contract Conditions cannot be derogated from without explicit consent by ICM. Any such derogation shall be limited to what agreed for that purpose, without prejudice to all the other contract conditions not explicitly derogated from in writing.

16.3) Any dispute deriving from the interpretation and performance of these General Contract Conditions and, in any case, from the Contract shall be exclusively referred to the Court of Trento.