

**MOLITECNICA SUD
GENERAL PARTNERSHIP**

Registered Office and Factory: S.P. per Ruvo di P. Km 1,300 - Contrada Torre La Macchia sn
70022 Altamura (BA) - VAT and Fiscal Code 03662690720 - C.C.I.A.A. Bari no. BA-269154
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GENERAL CONDITIONS OF SALE AND GUARANTEE
Updated to 01/03/2019

1. PREAMBLE

1.1. These General Conditions are applicable unless they are modified by a specific agreement accepted in writing by both parties.

2. FORMATION OF THE CONTRACT

2.1. The offers of the seller, signed for acceptance by the other party, constitute the perfection of the contract.

2.2. The offers of the seller, both verbal and written, are not binding unless explicitly stated as such. Orders received by the seller are considered accepted only if confirmed in writing by the seller. Therefore, the contract is considered perfected when, upon receipt of an order, the seller has sent a written acceptance.

2.3. If the seller set a deadline for acceptance when he made his firm offer, the contract is considered perfected when the buyer sends a written acceptance before the expiry of that deadline. However, there will be no valid contract if the acceptance has not been received by the seller at the latest one week after the expiry of that limit-term. It is imperatively established that the supply will concern exclusively what is listed in the order, furthermore special conditions cannot be invoked except those written.

They are not supplied, unless otherwise agreed between the parties: the installation and testing of the entire system, the outward and return travel expenses both by means of the seller and by other means (air ticket, etc.), the cost of board and lodging for the staff of the seller during the installation and the testing period, any building work, electricity supply to the general control panel, compressed air supply, eventual lifting means, empty bags for the system testing (which shall be made available by the buyer) and anything else which is not expressly specified.

2.4. All information and data contained in the general documentation of the product and in the price lists will be binding only if an express written reference to them is made in the contract.

3. DESCRIPTIVE DRAWINGS AND DOCUMENTS

3.1. The weights, dimensions, capacities, prices, performances and other data in the catalogs, prospectuses, circulars, advertising announcements, illustrations and price lists are approximate indications. These data have no binding value except to the extent that they are expressly mentioned in the contract as a reference.

3.2. Every drawing or technical document that allows the manufacture or installation of the works and their parts, and delivered to the buyer before or after the conclusion of the contract remains the exclusive property of the seller. They can't be used by the buyer, or copied, reproduced, transmitted or communicated to third parties without the consent of the seller.

The seller is not obliged to provide industrial drawings related to the product or to the spare parts.

4. PACKAGING

4.1 Unless otherwise specified:

- a) the prices indicated in the price lists and in the catalogs refer to "unpacked goods";
- b) the prices indicated in the firm offers and in the contract include those of the packaging or the necessary means of protection (if agreed) to avoid damage or deterioration of the material in normal conditions of transport, for the destination established in the contract.

Molitecnica Sud s.n.c. will pack the goods, if provided for in the contract, remaining explicitly exempt from any liability for loss or damages.

Any special packaging will be requested in writing by the buyer and will result in an additional cost that will be determined from time to time by the seller without exception.

5. PRICE

5.1. The price agreed and reported in the order will be affected by increases that may occur during the supply, on the cost of materials, labor and related costs.

To this effect, the price of supply must be understood divided as follows: 40% will follow the increase in materials; 50% will follow the increase in workforce and related costs; 10% will remain fixed and invariable.

The buyer is obliged to pay the agreed deposit no later than 5 working days from the signing of this contract.

The payment beyond the aforesaid term places on the buyer every additional expense with the increase of the price.

6. LOCAL LAWS AND REGULATIONS

6.1. The buyer must assist the seller in the best possible way to enable him to obtain the necessary information about the local laws and regulations applicable to the works as well as the fees and taxes relating to them.

6.2. In the event that, due to a modification of the aforementioned laws or regulations occurring after the offer, the cost of the installation increases, the amount of this increase will be added to the agreed price.

7. WORKING CONDITIONS

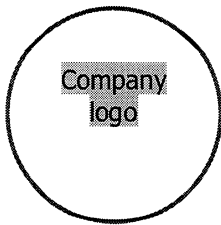
7.1.

- a) the work must not take place in unhealthy or dangerous places;
- b) the seller's staff must be able to find sufficient and convenient board and lodging in the vicinity of the installation area, and be able to make use of appropriate medical and health services;
- c) the seller must be able to dispose of the equipment, consumables, water and energy on the spot, in good time and free of charge unless otherwise agreed, as specified in the contract;
- d) the buyer must make freely available to the seller, on the area or nearby, closed or guarded premises that will allow him to secure from theft and deterioration, the material intended for installation, the necessary equipment and tools as well as the clothing of personnel, unless otherwise agreed;
- e) the seller is not obliged to undertake construction and demolition work or to take other exceptional measures as regards the transport of the material from the point of unloading to the place of installation.

If any of the conditions set out in this paragraph is not observed, the prices will be subject to a surcharge.

7.2. If, as a result of failure to comply with one or more of the above conditions, a situation arises which makes it unreasonable to require the seller to execute the works, the seller may refuse without prejudice to any actions to which he may be entitled.

1 In these General Conditions "Material" means all sorts of machines, equipment, materials and other items that the seller must provide under the contract. "Works" means both the "material" and all the works that the seller has to perform according to the contract.



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8. INSTALLATION ON AN HOURLY RATE BASIS AND INSTALLATION ON A FLAT RATE BASIS

8.1. When the installation is done on an hourly rate basis the following items are invoiced separately:

- a) travel expenses incurred by the seller for his staff and transport costs for equipment and personal effects (within reasonable limits), according to the modes and classes of transport as specified in the contract;
- b) a daily travel allowance for each day of absence of the personnel from his normal residence, including rest days and public holidays;
- c) the time worked, calculated on the bases of the number of hours marked on the time sheets signed by the buyer. The overtime hours, those worked on Sundays or public holidays and nighttime hours are billed at the special rates mentioned in the contract. Unless otherwise stated, the hourly rates cover the wear and depreciation of handheld tools and little tools of the seller;
- d) the time necessarily required for:
 - I) preparations and formalities at departure and return;
 - II) return journeys;
 - III) the daily journey from the accommodation to the workplace, in the morning and in the evening, if it exceeds half an hour and there is no accommodation available closer to the workplace;
 - IV) waiting times, when the work cannot be carried out for reasons of which the seller is not responsible under the contract;
- e) the costs incurred by the seller under the contract for the supply of tools, as well as, where appropriate, the rental price of the heavy equipment he owns;
- f) the taxes and fees that the seller had to pay on the amount of the invoices in the country where the installation takes place.

8.2. When the installation must be paid on a lump sum, the price stated in the offer includes, globally, all the items detailed in paragraph 7.1. If, however, the duration of the installation is extended for any reason due to the buyer or his suppliers (other than the contractual seller), and if the work of the seller's personnel is consequently interrupted or increased, any waiting time and any work, subsistence allowances and additional travel expenses of such personnel shall be invoiced in addition.

9. ACCEPTANCE TESTS

9.1. (Object and methods of acceptance tests at the buyer's premises). For machines for which the testing has been agreed, this testing will take place at the buyer's premises.

The test must be considered successful with a positive result :

- a) if the buyer attends the testing, in case of non-specific complaint of any conformity defects of the machine in writing in the test report during or immediately after the conclusion of the test;
- b) in the event that the buyer declares he does not want to attend the test or, in any case he does not attend it, if the eventual test report drawn up by the seller does not show any conformity defects of the machine.

In the hypothesis referred to in paragraph b, above, the seller will notify the buyer in writing about the test, in time to allow him to be represented.

If the buyer is not represented, the relative test report will be sent to the buyer who will be required to approve its correctness.

If the changes introduced to make the machine conform to the promised performance are significant, the test may be repeated if the seller allows it and will be held in the same manner and consequences of the first test.

The delivery terms are extended by a period equal to that necessary to make the changes, or, in the case of a second test, by a period equal to that between the first and the second test. The eventual second test will focus just on the verification of the specific lack of conformity of the machine resulting from the report of the first test; in any case, the buyer will not have the right to contest the existence of exorbitant defects in the object of the test just mentioned.

When the works have been completed and have passed all the tests, the buyer takes charge of the works and the warranty period begins to run. When the assembly or installation of the machine must not be performed by the seller, the buyer must execute them according to the manufacturer's instructions.

9.2. (Commissioning at the buyer's premises) When commissioning at the buyer's premises has been expressly agreed in writing between the parties, it shall be carried out at the buyer's expense and care.

The commissioning of the machine must be considered carried out with positive result in case of no specific complaint in writing, in the commissioning report, of any defects of conformity of the machine or of the defects in the execution of the assembly or installation, during or immediately after the conclusion of the commissioning.

When the assembly or installation of the machine must not be carried out by the seller, the buyer must complete them before the date scheduled for commissioning. The buyer must inform the seller of the date of commissioning with sufficient notice, to allow the seller's personnel to be present. Unless otherwise agreed between the parties, the buyer must organize the commissioning so that it takes place no later than thirty days from the conclusion of the testing; otherwise, on that date, commissioning must be considered successful.

The buyer shall provide, free of charge and within reasonable limits, the motive power, lubricants, water, fuels and materials of any kind to be used during setup and installation. He shall also install free of charge any device necessary for the above mentioned operations.

9.3. (Effects of the acceptance tests) The buyer loses any right, warranty, action and exception related to defects of conformity and defects of the machine that according to diligence could have been verified with the testing of the machine, unless the conformity defects or the faults of the machine have been specifically contested in writing on the test report during or immediately after the testing.

10. RISK TRANSFER

10.1. All risks related to the sorting, lifting to the floors of the building and installation of machinery or parts of them are the sole responsibility of the buyer, even in the event that he makes use of the seller's staff. In this last case, the subsequent request for payment of the work provided will not constitute an exception.

10.2. The goods travel at the risk and peril of the buyer even when it is sold "free at destination" and even if the transport is carried out by means of the seller.

11. DELIVERY TERMS

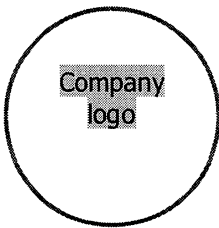
11.1. The delivery terms for production and delivery of goods are approximate and not essential, even if they are indicated in the order confirmation. Any delay that may occur in the delivery will not produce any right of the buyer to request the termination of the contract, or to request compensation or reimbursement, for direct or indirect damages, or indemnity of any other kind, for any reason or title, without exception.

11.2. (Late delivery and installation) If the delivery or installation of the machinery is protracted by the buyer, the payment must be made in accordance with the established conditions, any exception to postpone the payment is rejected from now on, even if some causes that can be considered of force majeure may arise after the order has been signed.

11.3. If the buyer does not collect the material on the due date, nevertheless he must make all payments related to the delivery as if the material had been delivered. The seller must provide for the storage of the material at the expense and risk of the buyer and he will be entitled, upon notice in writing to the buyer, and without having to request the favorable ruling of any Court, to withdraw from the contract and consequently to obtain from the buyer compensation for any damage suffered as a result of non-compliance.

11.4. If the delay in delivery is caused by any of the circumstances referred to in clause 21, by an act or omission of the buyer or by any other circumstance attributable to the buyer, the seller shall be entitled to extend the delivery time for the necessary period, having regard to the specific circumstances. This provision will apply regardless of whether the reason for the delay occurs before or after the scheduled date of delivery.

11.5. If, for any reason not attributable to the responsibility of the seller, the buyer does not accept the delivery within the established period, the seller can fully or partially resolve the contract by notifying this in writing. In this case, the seller will be entitled to compensation for the loss suffered as a result of the buyer's default, including direct damage and loss of profit.



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12. PAYMENT

- 12.1. Payments must be made at the registered office of the seller. Molitecnica Sud s.n.c. is expressly entitled to the right referred to in art. 1461 of the Italian Civil Code.
- 12.2. Any advance payment made by the buyer is considered as a down payment and does not constitute a deposit.
- 12.3. If the delivery has been made before the payment of the full amount due according to the contract, the delivered material remains the property of the seller, to the extent permitted by the law of the COUNTRY where the material is located after the delivery, until the total payment has been performed.
If this law does not grant the seller the right of retention of title, the seller is entitled to benefit from all other rights on the material that this law allows him to reserve.
The buyer must give any assistance to the seller in taking all necessary measures to protect the seller's property rights or any other rights as specified above.
The right to property reserve will not affect the transfer of risk pursuant to clause 10.
- 12.4. If the buyer delays in making any payment, the seller is entitled to receive the payment of the default interest at the rate of two points more than the legal measure, upon written notice sent to the buyer.
If the buyer is still in default at the end of the delayed payment period of thirty days, the seller has the right, upon notice in writing to the buyer and without having to request the favorable ruling of any Court, to withdraw from the contract and, consequently, to obtain from the buyer compensation for the amount of damage suffered.
- 12.5. Regardless of the method of payment used, the payment obligation is only extinguished when the amount due is irrevocably credited to the seller's account.

13. PREPARATORY WORKS

- 13.1. It is up to the buyer to carry out the preparatory works according to the indications given by the seller.
These works must be completed in good time and the foundation bases must be such as to be able to receive the material at the appropriate time. The buyer must provide for free the complementary qualified workforce that is necessary.
- 13.2. The buyer will be responsible for providing adequate foundations, constructions, lifting equipment, qualified personnel, water, connections for electricity and other fluids, raw materials and other materials, manpower, services and equipment reasonably necessary to enable the seller's technicians to carry out installation and commissioning of the plant.

14. SAFETY RULES

- 14.1. The buyer must communicate in detail to the seller the safety rules that he prescribes to his own personnel and the seller must ensure that his employees comply with them.
- 14.2. If the buyer finds infractions to these rules, he must notify the seller in writing as soon as possible, and he has the right to immediately inhibit access to the installation area to those guilty of such infractions.

15. EXTRA-CONTRACT WORKS

- 15.1. The buyer may not, without the prior consent of the seller, employ the seller's personnel for work outside the scope of the contract. In the event of the seller's consent, the seller assumes no responsibility for such work, and the buyer is responsible for the safety of the seller's personnel for as long as they are employed in the work itself.

16. SELLER'S INSPECTION RIGHT

- 16.1. The seller has the right to inspect the works at any time, during the working hours on the installation area, up to the taking in charge and during any work resulting from the operation of the warranty.

17. MODIFICATIONS

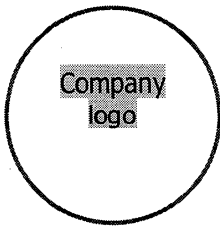
- 17.1. The seller reserves the right to make any modifications to the goods and objects of sale that, without altering the essential characteristics and safety requirements, may be necessary or appropriate, even during the execution of the contract. The technical modifications proposed by the buyer after the conclusion of the contract may be made only by written agreement between the parties; this written agreement will determine the consequent changes in prices, delivery terms and further conditions of the contract, if applicable.

18. TRAINING OF THE BUYER'S PERSONNEL

- 18.1. The seller sets the conditions under which he ensures the instruction to be given to the buyer's personnel who will operate the material, if the contract provides it.

19. WARRANTY

- 19.1. (Conformity of machines) - The seller undertakes to deliver machines that are in conformity with the agreement and free from defects that might render them unsuitable for the use for which machines of the same type are normally used. When the buyer requests the supply of a machine with variations of any type and entity with respect to the machine indicated in the seller's catalogue (or, in any case, the buyer requests the supply of a customized machine), he must submit in writing to the seller drawings, technical documents, data and any other instructions; it is understood that, the seller will be required to deliver a machine that conforms to these changes, only if they have been confirmed in writing by the seller himself.
All warranties for goods other than machines are excluded.
- 19.2. (Warranty extension) - The seller is not liable for defects in the conformity of the machine and for faults deriving, even indirectly, from drawings, projects, information, software, documentation, indications, instructions, materials, semi-finished products, components, other tangible assets and anything else provided, indicated or requested by the buyer or by third parties acting on his behalf for any reason;
Furthermore, the seller is not liable for defects in the conformity of the machine and for defects due to normal wear of those parts which, by their nature, are subject to rapid and continuous wear (e.g.: gaskets, belts, brushes, fuses, etc.).
The seller is also not liable for defects in the conformity of the machines and defects caused by non-compliance with the rules provided in the instruction manual and in any case by misuse or incorrect handling of the machine.
The seller is also not liable for defects in conformity and defects resulting from a wrong use of the machine by the buyer or from modifications or repairs made by the buyer without the prior written consent of the seller. In the case of machines that are shipped disassembled and must be fitted by the seller, all warranty is considered void if the installation at the buyer's premises is not carried out directly by the seller or, at least, under the control of its specialized personnel. In no case the seller is responsible for conformity defects and vices that have their cause in a fact subsequent to the passage of the risks to the buyer.
The seller does not guarantee the nonexistence of claims or rights based on the industrial or intellectual property of third parties, related to the machine or to the documentation communicated to the buyer.



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In any case, the responsibility of the seller is excluded as far as the calculation of foundations is concerned. This warranty does not include electrical parts, parts damaged due to improper use or lack of maintenance, the work required to replace parts. No compensation will be paid - for expenses, damages or lost profits - incurred by the buyer.

19.3. (Warranty duration) - This warranty is valid for 12 months from the date of delivery. However, when it is agreed between the parties that the commissioning should be held at the buyer's premises, this warranty lasts 12 months from the date the machine is put into operation at the buyer's premises and, in any case, no more than 15 months from the date of delivery of the machine. Warranties are granted on condition that the buyer fully cooperates with the seller throughout the whole process of designing, installation, testing and commissioning and provides everything required for installation, testing and commissioning of the plant as provided in the contract or rather as may reasonably be indicated and requested by the seller.

The warranty for the replaced or repaired parts expires on the day of expiration of the machine warranty.

19.4. (Notification of conformity defects) - Under penalty of forfeiture, the buyer must denounce to the seller in writing the lack of conformity or the defect of the machine specifying in detail the nature, within 15 days from when he discovered it or he could find it through careful examination and testing of the machine. Under no circumstances the notification of a lack of conformity or defect may be validly made after the expiry date of the warranty terms set out in the previous clause **19.3**.

Furthermore, the buyer loses the warranty if he does not allow the seller to exercise all the reasonable control he requested or if, after the seller has made a request to return the defective part, the buyer does not return this part within a short period of time from the request.

19.5. (Repairs or replacements) - Following a regular complaint by the buyer, made in accordance with clause **19.4**, the seller, at its option, after having ascertained the existence of the defect, may:

- a) provide the buyer, free of charge, with the parts necessary to replace the defective parts; or
- b) perform or have the repair performed by third parties at its own expense; or
- c) reimburse the buyer for the price paid by him for the parts proved to be defective.

The eventual supply of the parts in substitution of the defective ones will take place Ex Works.

19.6. (Limitation of seller's Liability) - Unless the seller is guilty of fraud or gross negligence, any compensation for any damage to the buyer cannot exceed the part of the value of the machine relating to the defective part.

The warranty referred to in this article absorbs and replaces the guarantees or responsibilities provided by law and excludes any other liability of the seller in any way originated from the goods supplied; in particular, the buyer cannot make further claims for damages, price reduction or termination of the contract. Once the warranty has expired, no claim can be asserted.

20. DISTRIBUTION OF LIABILITY FOR DAMAGE CAUSED BY THE PRODUCT

20.1. The seller will not be responsible for any damage to the assets that has been caused by the product after its delivery and during possession by the buyer.

Moreover, the seller will not be also responsible for damages to products manufactured by the buyer or to products of which the buyer's products are part.

If the seller incurs liability towards third parties due to the damages described in the preceding paragraph, the buyer must indemnify the seller, support the defense and keep him protected from claims.

21. FORCE MAJEURE

21.1. The seller will have the right to suspend the fulfillment of the contract to the extent that an event of force majeure prevents its fulfillment, that is in the hypothesis:

- of the event being outside the sphere of control of the obligor;
- of non-predictability of the event at the time of conclusion of the contract;
- of insurmountability of the impeding event or its outcomes;
- of wars, rebellions, acts of terrorism, sabotage, epidemics, cyclones, earthquakes, drought, etc..

22. COMMUNICATIONS

22.1. Unless otherwise specified in the contract, all communications must be made in writing to the address indicated in the contract.

22.2. All information communicated by each party to the other concerning the design, implementation, development of the installation, financial plans, forecasts and any other document marked as "confidential or reserved" shall be treated by the receiving party in a confidential manner and with each reasonable precaution to ensure its secrecy.

23. TERMINATION OF CONTRACT

23.1. The termination of the contract, which occurred for whatever reason, does not prejudice the rights of the seller. The seller will be entitled to a sum corresponding to at least 35% of the total amount of the supply in the event of termination of the contract even before its execution, without prejudice to any action for compensation for greater damages.

24. SETTLEMENT OF DISPUTES AND APPLICABLE LAW

24.1. The seller's court, that is the Tribunal of Bari, will be exclusively responsible for any dispute arising from the contract or related to it, with the express exclusion of any other court competent by law. The parties establish the application of Italian legislation, expressly and by mutual agreement, with the exclusion of any other international convention, which will be understood as non-existent and not applicable.

This jurisdiction cannot in any case be waived, even in the case in which the buyer intends to take recourse following an action brought by a third party against him and not even in the hypothesis provided by the paragraph of the art. 2204 of the Italian Civil Code. In the event that the present contract is concluded abroad or with a foreign citizen, the jurisdiction of the Italian judicial authority remains agreed upon as of now, in an exhaustive and exclusive way.

24.2. The contract is governed by the law of the Country of the selling company, namely the Italian law.

24.3. The parties agree that the version of this contract in Italian language is the original one and it is valid against the parties.

The buyer declares to have read and to explicitly accept the present General Conditions of sale.

FOR ACCEPTANCE
DATE, STAMP AND SIGNATURE

Molitecnica Sud S.n.c.
Signature PELLICOLA CARLO





**TRIBUNALE DI BARI
UFFICIO VOLONTARIA GIURISDIZIONE**

VERBALE DI GIURAMENTO DI TRADUZIONE GIURATA

L'anno 2019, il giorno 18 del mese di marzo, nella cancelleria suddetta, innanzi al sottoscritto, Il Direttore Amministrativo funzionario giudiziario è personalmente comparsa Ferrulli Maria nata il 19/07/1975 ad Altamura residente in Altamura via A. Volta n. 1, la quale chiede di asseverare con giuramento l'antescritta traduzione dall'italiano all'inglese, nell'interesse di Molitecnica Sud S.n.c. riportata su n. 4 facciate con allegato documento originale ovvero fotocopia, ed in effetti giura secondo la seguente formula: **"GIURO DI AVERE BENE E FEDELMENTE PROCEDUTO ALL'INCARICO AFFIDATOMI AL SOLO SCOPO DI FAR CONOSCERE LA VERITÀ"**.

Letto, confermato e sottoscritto

Maria Ferrulli

Il Direttore Amministrativo
Dr. Carmine Esposito



**TRIBUNAL OF BARI
VOLUNTARY JURISDICTION OFFICE**

SWORN TRANSLATION OATH REPORT

In the year 2019, on the 18th of March, in the above mentioned chancellery, before me, Il Direttore Amministrativo judicial officer, Ferrulli Maria personally appeared, born on the 19th of July 1975 in Altamura, resident in Altamura, at n. 1 A. Volta street, which asks to swear an oath to the previously described translation from Italian into English, in the interest of Molitecnica Sud S.n.c. reported on n. 4 sides with attached original document or photocopy, and in fact she swears according to the following formula: **"I SWEAR THAT I HAVE PROCEEDED WELL AND FAITHFULLY WITH THE TASK ENTRUSTED TO ME FOR THE SOLE PURPOSE OF MAKING THE TRUTH KNOWN"**.

Read, confirmed and signed

Maria Ferrulli

Il Direttore Amministrativo
Dr. Carmine Esposito