

# GENERAL TERMS AND CONDITIONS OF SALE

## 1. SCOPE OF APPLICATION

These General Terms and Conditions of Sale (the "Terms and Conditions"), where not otherwise specified in the particular terms and conditions contained in the order, in the order confirmation or the sale contract, shall govern the sales of products and shall prevail over any other different clause printed on the forms used by the parties, including any purchase terms and conditions of the customer.

## 2. ORDERS AND ORDER CONFIRMATION

- 2.1 The orders shall be understood to be irrevocable on confirmation of the order sent by Casagrande to the customer, and, in any case, no later than three months from receipt of the order by Casagrande.
- 2.2 The orders shall be understood to have been accepted by Casagrande on receipt of the order confirmation by the customer or fulfilment of the order by Casagrande.
- 2.3 If the order confirmation contains changes to the order and the customer has not expressed their objection in writing, after 8 (eight) days from receipt of the order confirmation the changes shall be deemed as tacitly accepted.

## 3. PRICES

- 3.1 The prices shall be as indicated in the Casagrande price list in force at the time the order is received, or in the sale offer that may have been sent by Casagrande before the order is sent. The prices shall be understood to be valid for delivery ex-works and shall not include packaging and assembly costs.
- 3.2 In case of significant changes in the cost of materials and/or labour, Casagrande will have the right to adjust the products' price accordingly until the order confirmation is sent.
- 3.3 Casagrande may also adjust the products' price after the order confirmation if a period of more than 180 (one hundred and eighty days) has elapsed between the order and the envisaged delivery date.

## 4. PAYMENTS

- 4.1 Payments must be made by the means and within the deadlines agreed by the parties.
- 4.2 In no case, the customer may suspend or delay payments, not even in case of failure to pick up or accept the products, complaint, claim or dispute.
- 4.3 Any payment delays will automatically entitle Casagrande to suspend pending orders.
- 4.4 Failure to pay even one instalment will automatically result in the activation of the acceleration clause, without prejudice to the right of Casagrande to terminate the contract. In such a case, any instalments paid by the customer will be retained by Casagrande as fair compensation for the use of the product, without prejudice to further action in compensation of further damage deriving from the customer's failure to fulfil their obligations. The customer acknowledges, waiving hereby any exceptions, that Casagrande will have the right to access

the customer's facilities in order to pick up the product, charging the latter with any costs.

- 4.5 Coverage of the price with cheques, bills of exchange, drafts and transfers shall not constitute payment until they are extinguished and shall, in no case, produce novation of the original credit, nor any prejudice on grounds of reservation of title.

## 5. LIEN

- 5.1 The products shall remain the property of Casagrande until the price has been paid in full. With the prior written authorisation of Casagrande, the customer will have the right to assign to third parties ownership of the products, even before full payment of the price. In such a case, Casagrande will automatically have the rights of the customer vis-a-vis the third-party buyer, and any revenue from the sale will be received thereby in the name and on behalf of Casagrande and will be immediately delivered to the latter. Where requested, the Customer will also formalise the assignment of the credit in favour of Casagrande. In any case, it shall be understood that the customer will remain severally liable with the third-party buyer for the full payment of the price (including interest and expenses).
- 5.2 As long as the products remain the property of Casagrande, the customer will bear the risks arising from loss of or damage suffered by the products on any reasons.
- 5.3 The customer must promptly comply with the burdens and formalities envisaged with regard to the reservation of title by the laws of the place where the products are sold, providing proof of compliance to Casagrande. Said laws shall govern the specific issue by way of partial derogation from the provisions of art. 16.1 below.
- 5.4 The customer shall arrange, at its own expense, suitable all-risk insurance cover for the products for the entire period for which the reservation of title is in force.
- 5.5 The customer shall exclusively bear the registration and transcription expenses for the formalities envisaged by art. 1524.
- 5.6 The customer shall be obliged to inform Casagrande within 24 hours of any enforceable or preventive measure by third parties on the products. In any case, the customer shall remain liable vis-a-vis Casagrande for all expenses, even legal, incurred and damage suffered thereby as a result of such measures.

## 6. PRODUCTION TESTING

- 6.1 Production testing (if foreseen) shall take place in the workshops, in accordance with the internal rules of Casagrande.
- 6.2 If agreed between the parties, Casagrande will notify the customer in writing with at least 30 (thirty) days' advance notice of the production testing date.
- 6.3 In case of positive outcome, the parties will sign the related acceptance report.
- 6.4 Should the customer not participate in the production testing for reasons that are not

attributable to Casagrande, the latter will perform such testing all the same, and, in case of a positive outcome, will issue the acceptance report, which shall be understood to be binding and final for the customer for all intents and purposes.

6.5 In case of disagreement between the parties as to the outcome of the production testing, the related decision shall be entrusted to an expert appointed under art. 15 below at the request of the first party to act.

## **7. DELIVERY TIMES**

7.1 The delivery of the products, unless otherwise agreed, shall be ex-works (EXW Incoterms® in force on the date of the order, of the order confirmation or the sale contract).

7.2 The delivery times indicated in the order confirmation shall be calculated in business days and in no case shall they be of the essence. Such times will start from receipt by the customer of the order confirmation, or, in case the manufacture of the products requires the transmission of documentation and technical specifications by the customer, from the subsequent receipt thereof by Casagrande. It shall, in any case, be understood that, where such documentation is received later than 30 (thirty) days from the order confirmation date, Casagrande will have the right, at its sole discretion, to modify the price of the products and the delivery time without the customer having the right to demand or claim any compensation or indemnification.

7.3 The delivery shall be understood to have been made to all intents and purposes with the notification (which may also be effected with the issue of tax documents) that the products are at the disposal of the customer, or that they have been delivered to the carrier for shipping to their destination.

7.4 Any delays in delivery, even if attributable to Casagrande, shall not give rise to termination of the contract, unless the customer declares Casagrande to have fallen into arrears, setting a mandatory deadline for fulfilment of its obligations that may not be shorter than 120 (one hundred and twenty) days. In the event of termination of the contract, the customer shall, in any case, be obliged to reimburse Casagrande for the manufacturing costs of the products ordered as well as the expenses and charges incurred by the latter for the execution of the contract itself.

7.5 Should Casagrande be prevented from complying with the delivery times due to delays or failed deliveries from its own suppliers, interruption or suspension of transport or energy, unavailability or shortage of raw materials, strikes or industrial action, as well as due to any other unforeseeable event that is outside of the company's reasonable control, the deadlines will be suspended from the day the obstacle has been communicated to the customer. Once 6 (six) months have elapsed from such an obstacle without it having been resolved, each one of the parties may withdraw

from the contract with simple written communication to the other party.

## **8. SHIPPING**

8.1 Unless otherwise agreed between the parties, shipments shall always be made on the behalf, at the risk and the expense of the customer by the shipping means deemed more suitable.

8.2 With the exclusion of any obligations for compensation for damages of any nature and for any reasons arising from the delayed delivery of the goods.

## **9. DOCUMENTS**

9.1 The products shall be accompanied by the following documents: the invoice and the usual travel documents.

9.2 Where not otherwise envisaged by the parties, a copy of the documents shall be sent to the customer by Casagrande, by post.

## **10. DELAYED OR FAILED PICK-UP**

10.1 The customer shall arrange pick-up of the products from the Casagrande establishment within 10 (ten) days from receipt of the communication on their availability for Delivery.

10.2 Should the customer not pick up the products within the aforementioned deadline, Casagrande reserves the right to request the reimbursement in full of storage and/or handling expenses incurred, and to charge the Customer, as a penalty, with an amount equal to 1% of the product's value for each week or fraction thereof of delay.

In any case, any liability on the part of Casagrande for damage and deterioration of the products that have not been picked up and are stored at its facilities shall be excluded.

10.3 Once 5 weeks have elapsed without the customer collecting or accepting the products, Casagrande shall have the right to sell the products not collected up or accepted by the customer at the customer's risk and on its behalf and shall be entitled to retain any down payments made by the customer. The difference between the price - and any additional costs and expenses (including legal expenses), the penalty of art. 10.2 above and interest - and the price definitively received from the fire sale will be charged to the customer and will produce default interest at the applicable rate for the failed payment.

10.4 This without prejudice to the right of Casagrande to request compensation for any further damages deriving from the customer's failure to fulfil its obligations.

## **11. ASSEMBLY**

11.1 The assembly and start-up of the products are not included in the price, unless otherwise agreed between the parties.

11.2 If it is envisaged that the customer will perform the assembly, Casagrande will provide, on request, the necessary technical assistance to ensure supervision of the assembly. For this purpose, the customer must notify Casagrande

of the day foreseen for the assembly, with at least 30 (thirty) days' advance notice.

In no case may Casagrande be held liable for damage caused by the inexperience or negligence of the technicians and/or teams tasked with assembly by the customer. The latter must adequately insure Casagrande personnel against accidents that they may suffer during assembly.

- 11.3 If it is envisaged that Casagrande will perform the assembly, said assembly must take place promptly on arrival of the products to their destination.

## 12. TESTING DURING OPERATION

- 12.1 Testing during operation shall not be included in the price and may be requested by the customer in the order. In such a case, the parties will perform the testing during operation within 5 (five) days from completion of the assembly. If the assembly is performed by the customer, without the supervision of Casagrande, the latter must be informed of the date set for testing during operation with at least 30 (thirty) days' advance notice.

- 12.2 In case of delays in the performance of testing during operation that may not be attributed to Casagrande, the latter will have the right to a penalty equal to 1% (one per cent) of the price for each week or fraction of a week of delay, without prejudice however to compensation for any further damage.

- 12.3 Should the outcome of testing during operation be negative, Casagrande will be obliged to perform, free of charge, the necessary repair and/or replacement operations, unless the negative outcome is the result of improper assembly not performed by Casagrande. If the outcome of the testing during operation is favourable, the parties will promptly sign the related acceptance report. In case the customer refuses to perform the testing during operation, Casagrande will have the right to address the technical expert of art. 15 below, who will be automatically authorised to perform the testing during operation in the name and on behalf of the customer. Similarly, in case of disagreement between the parties as to the outcome of the testing during operation, the related decision shall be entrusted to the technical expert referred to in art. 15 at the request of the first party to act.

## 13. COMPLAINTS

- 13.1 The customer must examine the products as soon as they are delivered. Complaints concerning incomplete or incorrect deliveries, and complaints regarding goods that are clearly different from the contractual products or damaged, must be sent in writing within 8 (eight) days on pain of forfeiture, together with any marks of the disputed packages.

- 13.2 Any latent faults or defects that could not be observed during delivery must be reported within 8 (eight) days from discovery, on pain of forfeiture.

- 13.3 The right of the customer to request the termination of the contract, a price reduction, or the compensation of any damages (including but not limited to lost profits) shall be expressly excluded.

## 14. WARRANTY

- 14.1 The products are guaranteed, within the limits of the respective technical specifications and within the usual tolerance limits, to be without material and/or processing defects. The measurements, weights, illustrations, drawings and manufacture data contained in the catalogues are merely indicative. Casagrande reserves the right to make, at any time, modifications and variations to the products which, at its reasonable discretion, it may deem to be necessary or useful.

- 14.2 Casagrande also guarantees the proper operation of the products in accordance with the quality and productivity standards indicated in the order confirmation and the technical specifications referred to therein. Furthermore, the customer acknowledges that the achievement of such standards depends, to a significant extent, on the operator's skills and technical abilities and the environmental conditions.

- 14.3 The warranty shall be valid for 12 (twelve) months from delivery or testing during operation (if foreseen) or for a maximum of 2,000 hours worked, whichever is the earliest.

- 14.4 During the warranty period, Casagrande undertakes to repair, or, at its discretion, replace free of charge, in the time usually required, the parts that cannot be used due to a defect in the materials or a manufacturing defect. Any parts replaced, as long as they are recognised as being defective, shall remain the property of Casagrande.

- 14.5 Unless otherwise agreed, the customer shall bear the expenses and assume the risks for the transport of the defective parts and of the repaired or replaced parts, between the location where the products are installed and the manufacturing plant.

- 14.6 Any parts replaced by Casagrande will be covered by warranty for a period of time equal to the residual warranty period of the product they are replacing.

- 14.7 The customer will be understood to have automatically forfeited the warranty if, when the defect was discovered, they had not fulfilled their payment obligations. Similarly, the warranty will not apply in case of normal wear and tear due to use of the products and/or defects or malfunctions due to inexperience, installation or use that differs from the instructions of Casagrande, overloading, incorrect maintenance, tampering or modifications to the products that were not authorised by Casagrande. Further, the warranty will not apply in case of use of non-original spare parts and/or repairs not carried out by Casagrande and/or by persons or assistance centres previously authorised thereby.

- 14.8 The warranty shall not include all parts that, by their nature, are subject to wear and tear (including but not limited to steel winches, electrical cables, electrical systems including batteries, tires, tracks, rubber pipes, accessories of the goods).
- 14.9 The Warranty shall only apply to the customer.
- 14.10 This is the only warranty granted by Casagrande, whose liability is limited to just the repair and/or replacement of the products pursuant to this article, all other liability, warranty, compensation or indemnification being therefore excluded.

**The customer declares that they expressly approve** the clauses of articles 4.2 (solve et repete), 4.4 (activation of the acceleration clause and restriction of the right to object), 10.2 and 11.2 (exclusion of liability), 13.3 (limitation and exclusion of liability), 14.7, 14.8 and 14.10 (forfeiture, exclusion and limitation of liability and warranty), 16.2 (jurisdiction).

The customer

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## 15. TECHNICAL DISPUTES

- 15.1 Any dispute pertaining to the performance and/or outcome of the production testing or testing during operation of the products, as well as any other technical dispute that may arise between the parties with regard to the sales governed by these terms and conditions, will be definitively resolved by an expert appointed by common agreement within 20 (twenty) days from the request of one of the parties. Should the Parties not agree on the appointment of the expert within the aforementioned deadline, the latter will be appointed by the President of the Court of Pordenone, at the request of the first Party to act. The costs of technical arbitration will be borne by the unsuccessful party and the decision or declaration to this end will be binding for the parties, which undertake to execute it in full and immediately.

## 16. APPLICABLE LAW AND JURISDICTION

- 16.1 The Sales subject to these Terms and Conditions shall be governed by Italian law, with express exclusion of the Vienna Convention for the international sale of goods.
- 16.2 Without prejudice to what is set forth below, all disputes between the Parties in relation to the sales governed by these terms and conditions will be heard exclusively and absolutely by the Courts of Pordenone, Italy. By way of partial derogation from what is set forth above, Casagrande will have the right to have recourse to the Courts of the place of the customer's registered office.

## 17. FINAL CLAUSES

- 17.1 If, at any time, Casagrande does not exercise the rights granted it by one or more clauses in these terms and conditions, this may not be intended as a waiver of these rights nor may it prevent Casagrande from then demanding their strict and prompt observance.
- 17.2 The user and maintenance manual of the products constitutes an integral part of these terms and conditions.

Casagrande S.p.A.

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The customer

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