

## **SECTION (B) – General Contract terms and conditions**

All the words and phrasing contained in the present Purchase Order shall be interpreted according to their current meaning. In case of presence of a contract written in a different language than English, the English version will prevail.

Terms and conditions of purchasing or other terms and conditions of business of the Dealer/Customer (the “**Buyer**”) do not apply, even if Cifa S.p.A. (“**CIFA**”), has not expressly objected to said terms and conditions.

Oral secondary agreements and amendments to the Purchase Order shall not become effective until CIFA has confirmed them in writing. Obvious spelling or calculation errors may be corrected retroactively.

CIFA is entitled to withhold his performance as long as the Buyer does not fulfil his obligations from this or another contract or due to other legal reasons.

Both in addition to and as an extension of any existing Agreement (e.g. Dealership Agreement) signed between CIFA and the Buyer, is established and accepted the following:

### **B1 – Transfer of Property**

The transfer of property of the product shall be regulated by the Incoterms® 2010 agreed by CIFA and the Buyer as per Article A4 of the Section A above.

#### **B1 bis – EXW and FOB SALES**

In case of EXW and FOB Incoterms® 2010, at the completion of production, CIFA will notify the Buyer about the readiness of the products and will issue the relevant invoice. After product’s readiness advice sent by CIFA, the Buyer is required to collect the EXW products as soon as possible and, in any case, within the date indicated in the readiness advice. All the risks relating to the preservation, integrity, destruction, maintenance of progress, functionality, degradation, obsolescence, market demand and other risks associated with the machinery, damages caused by the machine to third people, referred to above, are fully in charge to the Buyer.

In case of FOB delivery, the Buyer is required to book the vessel as soon as possible and to inform CIFA providing all the necessary information in order to enable CIFA to deliver the products to the named port of shipment.

For both EXW and FOB sales, stating from the readiness advice, the deposit up to a maximum of 30 days will be free, in order to organize the logistic activities, and the product will remain at CIFA at Buyer’s own risk. After that period, CIFA has the right to require the advance payment for the following 30 days, amounting to Euro 900.00 monthly, of the costs for storage of the uncollected product, till affect any other right of CIFA.

The un-collection of the products, 30 days after the notice, will entitle CIFA, in addition to as stated herewith above, to confirm the contract price as per new in force price.

The un-collection of the products, 60 days after the notice, will entitle CIFA, to request in addition to storage costs as stated above, the resolution of the contract with all legal terms and claim as penalty, the payment of an amount equal to 30% of the price specified in the contract, retaining the sum already received as payment, except the right to compensation for greater damage, and affect any other right. The Buyer, also declares, that the terms of payment will start from the date stated in the original invoice.

### **B2 – Payment**

Payment shall be due and made within the agreed terms of payment and shall be made in accordance with any other conditions that the parties have agreed upon in writing, including the provisions as per article A4.

### **B3 – Delayed payment**

In that case, unless any other agreed Law, the Buyer must correspond to the sums due, arrear interests pursuant to Italian Legislative Decree 231/02, as after modified.

### **B4 – Lease or special Financing**

In the event that Buyer seeks sale of the Products by means of a lease with a third party or special financing agreement with CIFA, the Buyer shall be responsible for collecting and sending all documents necessary for the execution of the lease or special financing agreement, within thirty (30) days from the date of the Purchase Order. The acceptance by CIFA of a lease or financing agreement related to the Products will be subject to the prior fulfillment by the Buyer, of all guarantees for payment required by CIFA. Failure to comply with the aforementioned guarantees will give CIFA at its option the right to terminate the contract or to demand payment of the balance of the price (minus any deposits paid by Buyer). In the case of a leasing agreement, the Buyer, shall provide to CIFA a first-demand guarantee for the payment of the goods sold and shall sign the test report and confirmation of delivery of the Products subject of the financing or lease agreement. Any delay in the submission of the aforementioned documents releases CIFA from all liability with respect to any agreed delivery date. Any and all costs relating to the commencement or termination of the aforementioned lease or special financing agreement shall be the sole responsibility of the Buyer.

In case of lease agreement, the Buyer shall grant, upon simple request, the delegation of payment in favour of CIFA.

### **B5 – Compensation for cancelled order**

If the Buyer will cancel, wholly or partly, or fail to purchase a quantity of a part for which Buyers’ order is fixed, the Buyer shall pay CIFA as penalty, the payment of an amount equal to 30% of the price specified in the present contract.

### **B6 – Order confirmation and price modification**

This order is immediately binding for the Buyer and shall not be modified or amended whole or in part without the express written consent by CIFA

Present agreement shall be ineffective for CIFA without the expressed written confirmation issued by CIFA’s headquarters. Therefore, for the purposes of the acceptance, they will be without effectiveness advanced payments, exchange of commercial communication, delivery of graphics, quotations or proposals, and delivery of the truck that CIFA will accept at their factories for simple fairness.

It is understood that only from the date of written confirmation, issued by CIFA, will start contractual obligations incurred by CIFA, while shall remain in force, until that moment, all the bonds assured and accepted upon this agreement and Dealership Agreement, if any, by the Buyer.

CIFA has the right to apply the price adopted by it at the time of the notice of machine ready in substitution of the contractually agreed price, in all cases in which there are delays attributable to the Buyer. CIFA also reserves the right to change the price with a prior notice period of at least 180 days before the delivery of the goods, in the event that this increase is made necessary by unforeseeable and extraordinary circumstances, not attributable to CIFA itself. If for these effects, the difference with respect to the price of the contract exceeds 20%, the Buyer will have the right to withdraw, to be exercised by registered letter with return receipt which must be received within 10 days of receipt of the increase notice, but is required to reimburse the works carried out until withdrawal.

### **B7 – Delivery conditions**

In case of EXW sales, the carrier who shall take care of the expedition of the products will be appointed by the Buyer. All products shall be insured by the Buyer, at his own choice and risk.

In case of late delivery, hereby the Buyer renounces to ask for any kind of indemnification to CIFA.

CIFA denies any liability in case of damages discovered at the place of destination.

CIFA shall only be responsible for its own improper packaging of the products and for all damages denounced in her yard.

The documents, including those relating to permits for the movement of large machinery (i.e. K48 – K52) must be complete and in perfect order and of everything will be responsible the Buyer.

CIFA assumes NO responsibility for the removal from the cab of options such as mirrors, radios, other multimedia equipment or other.

### **B8 - Chassis conditions**

In case of chassis provided by the Buyer, the chassis will be delivered to CIFA for the installation, as indicated on the booklet “Truck specification” annexed to the price list in

force at the time of the order confirmation. Approval will be granted only if it will be in perfect working order.

### **B9 – Characteristics**

Details of operation, performance, weight and size of products, reported on the brochures or in the internet site or other sources of information connected to CIFA, are approximate and for information purposes only.

### **B10 – Warranty**

The Warranty period will start from product delivery date to final customer. CIFA Dealer, if any, is responsible to communicate to CIFA Service the product delivery date to final customer. No Warranty will be approved if not previously activated by Dealer/workshop or by the customer, in case of direct sale.

The duration of Warranty period has been indicated in Article A5 of the Section A above and shall start from the Product delivery date duly communicated by the Dealer/Customer as above; only failures occurred during this period shall be considered as Warranty claims.

In case of defects of the product, or its deviations the warranty is limited to replacement of defective parts and it is expressly excluded the recognition of any damage from the job-site stops, lost profits or other reasons. It is also excluded any suspension of payment by the Buyer.

**In any case to make the warranty fully operative, including the reimbursement, it is needed to send to CIFA Service Department the copy of the relative machine commitment format including the following main data:**

1. **Final Customer references**
2. **Model and serial number**
3. **Date of delivery and/or commitment to end user.**

4. Signature of the customer for acceptance of the machine;
5. Signature of the dealer or workshop representative.

**The final Customer references are also requested for the extended warranties activation.**

They are also excluded from the warranty, which does not work in case of damage to products during transport, defects in electrical or electronic equipment, tires, inner tubes, rubber tubes, removal or tampering of the seals, of the hour counter originally mounted on the machine; damages due to overloading or poor maintenance, caused by accidents, fires, accidents, negligence or any other cause not directly attributable to CIFA; defects resulting from modifications, alterations, repairs or replacements made by anyone not authorized by CIFA; use of Spare parts and/or non-original accessories or disapproved by CIFA; damage caused by improper use of machinery or failure of the instructions given by CIFA for installation, mounting, repairs and/or substitutions, normal wear and tear of the products, poor preservation or storage of products.

The warranty is limited to repair or replacement of parts that CIFA deems to defective materials or workmanship; it is excluded too and at Buyer's charge travel hours, transportation, travel and other connected with the above repairs and replacement. The warranty shall never be extended upon a warranty intervention or a component substitution.

No liability shall be accepted by CIFA in case of direct or indirect damages due to malfunctioning or damages to third parties/properties.

All sold products are only intended for the purpose they are projected and manufactured for.

The warranty is excluded in following cases and the below list is just a sample and not complete or binding for CIFA:

- a) where the products sold are not repaired at the authorized workshops CIFA or repairers also authorized;
- b) are used as fuels or lubricants unsuitable
- c) use of not authorised Spare parts or not original CIFA's Spare Parts.
- d) Non-accomplishing all the necessary actions to ensure proper and timely maintenance of the machine, necessary to ensure its efficiency, reliability and durability, complying with the mandatory requirements of regular monitoring and periodic inspection, to be carried out by a qualified operator, according to the contents of the use and maintenance book supplied with the machine. Misuse or similar events.

In absence of such requirements, CIFA will be not responsible for any event, structural damage, loss or less connected with the use of the products.

**B11 – Applicable Law and competent Court**

Present agreement is governed by Italian Law or by the different Law agreed in the Dealership Agreement, if any.

Should any dispute arise relating the existence, application, interpretation, performance or any other related action to this contract, both parties declare to choose as exclusively competent the Court of Milan or the different Court agreed in the Dealership Agreement, if any.

**B12 - INFORMATIVE NOTE REGULATION (EU) 2016/679**

According to European Union Regulation no. 2016/679 (General Data Protection Regulation), the transfer of the Buyer's personal data is not mandatory but it is necessary to CIFA for the following purposes:

- a. To execute the agreement and any related processing (including but not limited to the management of the account position of the customer, protection of CIFA rights in any premises);
- b. To fulfill the legal obligations, including the management of the accounting and correspondence;
- c. To send the informative material, both of scientific and commercial, concerning alike goods and services, save the Buyer, if natural person, refuses it, contextually the transfer of personal data or following, at any time, without any type of formality;
- d. In case of interest declared to the execution of a lease agreement, with reference to legitimate communications of intercompany data, in order to value the creditworthiness based on the public data, or spontaneously provided by the interested person, and on the results of private central credit registers;

Moreover, based on the services will be used by you or the way by the which you knew CIFA, the Buyer's data could be treated also by other companies belonging to CIFA Group, dealers, agents, authorized workshops and partners.

The customers' data, in an aggregated, anonymous or pseudo-anonymous way, could be shared with other companies belonging to CIFA Group, dealers, agents, authorized workshops and partners in order to monitor the market, the percentage of the penetration of any product with reference to a specific territory, and to supervise the general trend of the market.

The data will be kept for a ten years period, pursuant to the provisions of the Italian Civil Code.

We remember you that should you need more information or particular requests (cancellation, block, update, integration of data, limitation or opposition to the processing) you can contact the Data Controller, by writing to Cifa S.p.A., via Stati Uniti d'America 26 – 20030 Senago (MI).

**B12 bis\_ PURCHASE OF OPTION FOR REMOTE MONITORING SYSTEM**

In case of purchase of the remote monitoring system CIFA VISTA, as described in point A1 above, the position information, the modality and the utilization criteria of the machinery will be delt. These last cannot be considered as personal data. Only if the Customer combines them with the identity of a natural person, that is the user of the machinery, CIFA S.p.A. exhorts the Customer (and the Dealer to do the same with the Customer) to value and consider carefully any fulfillment required by the General Data Protection Regulation and by the Labor Law locally applicable in compliance with the freedom and fundamental rights of the user. In no case, CIFA S.p.A. shall be considered liable for any Customers' violation of the Laws and Regulations above since CIFA S.p.A. could never identify the final user of the machinery.

**B 13 - Compliance with the Ethical Code**

The Buyer hereby states to have read CIFA's Code of Ethics, published on website [www.cifa.com](http://www.cifa.com), being a substantial part of CIFA's Business Organizational Model pursuant to the Legislative Decree 231/01 ("Decree"). The Buyer undertakes, also on behalf of its personnel, pursuant to art. 1381 of the Italian Civil Code, to act in strict compliance with the Code of Ethics. In case the Buyer should become aware of possible commissions of relevant crimes pursuant to the Decree and/or possible violations of the contents of the Ethical Code, the Buyer undertakes to immediately inform CIFA using the specific platform, accessible from the CIFA official website above, under the "Whistleblowing" section, leading to the following links: [cifa.integrityline.com](http://cifa.integrityline.com). In case the Buyer violates the obligations above, CIFA has the faculty to early terminate the present contract, pursuant to art. 1456 of the Italian Civil Code, by simple written communication, without prejudice of its right to the compensation for damages, if any

Date

Dealer/Customer

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According to Articles 1341 and 1342 of Italian Civil Code, the following clauses are hereby specifically approved in writing, after having been read: A4 Terms of payments; B – General Contract terms and conditions; B1 - Transfer of Property; B1bis – EXW and FOB sales; B3 – Delayed payment; B4 - Lease or special Financing – B5 - Compensation for cancelled order; B7 - Delivery conditions; B8 - Chassis conditions; B10 - Warranty; B11 - Applicable law and competent Court; B13 - Compliance with the Ethical Code.

Date

Dealer/Customer

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