



1) ORDERS

1.a Order acceptance - The orders of the Commissioner/Purchaser (also called the “Customer”), to be made in writing (by fax or email) with the stamp and signature of its legal representative, shall be totally ineffective until our acceptance, which can be tacit (fulfilment of the order) or explicit (written confirmation). The acceptance of the order shall mean the total and unequivocal application of these general conditions of sale and they shall be the sole regulatory source of all of the relationships, even successive ones, between the parties.

1.b Order fulfilment - Orders accepted by us will always be fulfilled, with the exception of unavoidable outside circumstances, strikes, and environmental reasons and for any other reason not imputable to our company. However, in these cases, we shall have the legal right and title to obtain from the Customer all the expenses incurred up to that time and those consequent and/or linked to the partial fulfilment of the assignment/order. When supply depends on the delivery of one or more pieces by our Suppliers we shall not be responsible for any delays caused by their non or late consignment. At most the Customer can request annulment of the order without further expense.

2) DELIVERY

Delivery times start from the date of our order confirmation to the Customer. Both parties must work to ensure that supply planning and timing are respected.

Unless otherwise specified in writing the delivery and/or service times expected from us shall be indicative and, thus, any lateness will not give the Customer the right to ask for repayment of amounts already paid, for legal rate and/or late repayment interest, for dissolution of the contract and/or for reimbursement of damages. In cases of unavoidable or outside events, e.g. machine breakdowns, interruptions or reductions of gas and electricity, delays or lack of the railway wagons and of means of transport in general, as well as any other accidental factor, and/or lack of available materials from the Supplier we reserve the right to, wholly or partially, cancel the orders without the Customer being able to ask for the reimbursement of any damages.

3) SHIPPING AND PACKING

The goods always travel at the Customer’s risk, i.e. financial and legal, with no responsibility for us, also in cases of “free at destination” or “arrival station”.

Specifically, the Customer must check the condition of the bales before accepting them and expressing any written reservations to the correct person, also in the case of weight differences and any damage found in the goods. Insurances are a charge on the Customer and must be asked for in the order. When no written indication of specific shipping methodologies is given in the Customer order, we will have full discretion to choose the transport ways and means and the amount of the relative tariffs. The expenses for wrapping and packing the goods, as well as of the forklifts are a charge on the Customer.

4) COMPLAINTS AND RETURNS

The Customer must make any complaints of differences, defects or deformations, of any type or measure, with a registered letter with a return receipt or by fax to be sent within and not over 8 days from delivery of the goods and always making a return request by compiling and sending by fax or e-mail our form MD03-07. Any other means of complaint is excluded and particularly spoken ones, between the parties, will have no effect. These means of complaint are established under pain of expiry of any guarantee action and right, also those in the Italian Civil Code. After 8 days no returns of goods will be accepted, for any reason. The returns



for annulment and/or wrong ordering by the Customer must be CARRIAGE PAID, i.e. transport charge on Customer, to Euroricambi Bus Srl, subject to our written authorization (form MD03-07). The goods must be returned to us with their integral and original packing and accompanied by the authorization form and the returns bill of lading. Without these the goods will be refused and returned to sender, with our right to withhold, or demand, 10% of the order or invoice price, if issued, with a minimum of €50.00 as a reimbursement of commercial, administrative and repacking expenses. If any hidden defects emerge the Customer must state them with a registered letter with a return receipt within and not over 8 days of their discovery, specifying the date and the way they were found. If authorized wrongly ordered goods must be returned Carriage Paid, i.e. transport is at the Customer's expense.

5) TESTING

The Customer, if they ask in writing and before using the goods supplied by us, can carry out a test in the presence of our delegate. In this case the Customer must issue a written declaration of the test results, countersigned by our delegate, whose judgment will be binding and final. If the described prior test is not made the goods will be considered to be unconditionally accepted.

6) GUARANTEES

6.1 Manufacturer's Guarantee - The goods sold or supplied by us are produced by other parties who will directly guarantee against manufacturing defects.

6.2 Our guarantee - In the case where we give the guarantee it will, in any case, be subject to all the relative limitations imposed by the Suppliers. This "conventional" guarantee replaces the "legal" one governed by the Italian Civil Code, which the Customer explicitly renounces. The conventional guarantee will last for 12 months from the date of the sale but excluding the motors, which have a guarantee of 6 months from the date of the sale and, in any case, a maximum distance travelled of 100,000 km.

The guarantee consists of the replacement only of the components manufactured or sold by us, as long as they are not modified, mishandled and/or dismantled without our prior written authorization, or used improperly and subject to an examination that can only be carried out in the presence of our assignee onsite and/or within an Authorized Centre. There will be a charge upon the Customer for the relative transport expenses, both back and forth, the expenses of onsite inspections where asked for by the Customer and accepted by us, the labour costs of dismantling and/or assembling and the costs for any purchases of additional or complimentary parts.

We can never be called upon to answer for any consequences and/or damages resulting from the goods supplied, including the costs or the damages suffered through production downtimes linked to the lack of usage of the goods supplied by us. Normal usage wear and tear of the goods supplied, deterioration caused by negligence or its improper use by the Customer are excluded from the Guarantee. In no case, whatsoever, can the Customer ask, even by legal process, for the dissolution of the contract, for the total replacement of the goods supplied or for the reduction of the price paid. This guarantee is no longer valid if the Customer does not follow the assembly instructions we supply and/or they make use of a different Workshop from those that are authorized to carry out the assembly.

7) PRICES

The prices of our written offers shall remain valid for a period of no longer than 30 (thirty) days from the date of their communication. In any case, the prices that are communicated can undergo updates, without any



obligation on us to give prior notice, as a result of the change in the costs of the raw materials, in the costs of production, in the costs due to exchange rate fluctuations regarding the foreign currency based products that are sold and/or imported by us, or for the change in taxes and/or customs dues and/or for anything else that impacts the sale price compared to that given at the offer date.

8) PAYMENTS

Except for any other different agreement made, the preferred payment type is C.O.D. (Cash On Delivery). Any different types of payment must be made at the relative date given in our order confirmation or, failing this, at the date when the goods are declared to be ready.

The payments must always be made at the current domicile of the creditor, except where this latter indicates differently. The payment terms given in the order are mandatory and any non-fulfilment of them, even regarding a single invoice, will automatically give us the power to decide, at our sole discretion, whether to go ahead with the immediate suspension of the supply or whether to communicate to the Customer that the contract has been legally dissolved, while there remains in force our right to claim damages. If the due dates of the payments are not respected, it is company practice that a demand for payment will be sent by us within 15 days. If there is no reply to this within the next seven days the file will then be passed to our Lawyers. If the non-payment persists we shall go ahead with the procedure of legally forced payment, without any further notice, starting from the 30th day after the payment's due date.

9) LATE PAYMENT INTEREST

The applicable interest will be that established by article 5 of the Italian Legislative Decree n° 231 of 9/10/02, to be calculated due date of payment of each individual invoice up to the effective date of its settlement.

10) NON-FULFILLMENT

Where there is any non-fulfilment and/or delay by the Customer in carrying out their duties, i.e. lack and/or delay in payment, in supplying of documents, of data, of technical specifications etc., such as to delay or make our speedy delivery impossible we will have the right to immediately suspend the fulfilment of the order, or be able to declare the contract legally dissolved, while retaining the right to claim reimbursement of any damages suffered by us. In the case where the ordered goods are not picked up we can demand that the terms of the contract be carried out or declare it legally dissolved. In this last case the Customer must pay over to us 20% of the amount of the supply as a penalty, while we can claim for any greater damage suffered by us.

11) TITLE RETENTION CLAUSE

Our materials are sold with a legal title retention clause. Therefore, until the invoices are totally paid they remain our property pursuant to ex article 1523 of the Italian Civil Code.

12) NO EXCEPTION CLAUSE

The purchaser commits itself to accepting, observing and approving the clause that limits the ability to take exception to article 1462 of the Italian Civil Code.

13) COMPETENT COURT

For any question and/or dispute that may arise regarding the execution and/or application and/or interpretation of this contract and/or for absolutely any other question linked/connected with it, the sole competent court, excluding any other, will be the Court of Padua.