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Cap. Soc. € 8.220.000 int. vers.
C.C.I.A.A. R.E.A. n° PN - 8219
Reg. Imprese PN 00074230939
Cod. fisc. – Part. Iva 00074230939
Codice Destinatario A4707H7
Società sottoposta all'attività di direzione e coordinamento della Fontanafredda Bidco S.p.A.

Fully paid-up capital of € 8.220.000
C.C.I.A.A. R.E.A. n° PN - 8219
Business Reg. PN - Fiscal Code 00074230939
EORI No. - VAT No. IT00074230939
Recipient Code A4707H7
Company subject to the management and coordination from Fontanafredda Bidco S.p.A.

UNI EN ISO 9001:2015
UNI EN ISO 14001:2015

CASAGRANDE S.p.A
GENERAL CONDITIONS OF SALES

1. FIELD OF APPLICATION

1.1 These General Conditions of Sales (the "Conditions"), if not waived by special conditions, contained in the Order, in the Order Confirmation or in the Sales Order (hereinafter referred to jointly as Sales Contract), rule all current and future sales of products, drawn up by and between CASAGRANDE S.p.A (referred to as the "Seller") and the buyer (referred to as the "Buyer"), both hereafter referred to jointly as the "Parties" and each of them as the "Party".

1.2 The Conditions fully prevail over any other possible general different clause introduced in print on forms used by the parties included therein possible purchasing conditions of the Buyer.

2. CONTRACT

2.1 These Conditions shall be accepted by the Buyer upon their specific execution and/or written acceptance thereof, together with the Sales Contract to which they are attached.

2.2 The Offer of the Seller shall be intended as irrevocable and final exclusively if such a thing is expressly foreseen in writing by the Seller and, in any case, by the period of validity stated in the Offer.

2.3 The offers submitted by agents, representatives, distributors or commercial people of the Seller shall not be binding, unless not expressly confirmed in writing by the Seller.

2.4 Possible taxes or duties (including the ones related to registration, copies or other formalities) requested by the regulations applicable to give full validity and applicability to these Conditions, and to the Sales Contract in the country of the Buyer and/or in the country of the products destination, shall be entirely at the expense and charge of the Buyer.

2.5 Any current or future sale of products closed between the Parties shall be ruled by:

i. a Sales Contract as defined under art.11 including special terms and conditions of sales;
ii. these Conditions; and
iii. the General Terms and Conditions of "Casagrande Fleet Master" services and "Casagrande Data Recorder" (just in case of Sales of products involving machinery manufactured by the Seller).

In case of discrepancy between the Sales Contract and the General Conditions, the first document aforementioned shall prevail.

3. ORDERS AND ORDER CONFIRMATION

3.1 The orders of the Buyer shall be deemed irrevocable until the confirmation of the order sent by the Seller to the Buyer and, in any event, no later than three months from the receipt of the order from the Seller.

3.2 The orders of the Buyer shall be accepted by the Seller at the receipt of the order confirmation from the Buyer, that is with the processing of the order by the Seller.

3.3 Should the order confirmation contain any modifications compared to the Order, such modifications shall be regarded tacitly as accepted after 8 (eight) days from the receipt of the order confirmation without the Buyer's disagreement in writing.

4. TECHNICAL DOCUMENTATION

4.1 All the information about the products, including but not limited to, data as for weights, dimensions, loading capacity, prices, performance, colors and other features in the catalogues, tables, newsletters, pictures, price lists or other documents issued by the Seller, as well as the specifications of samples and prototypes available, are to be meant as a rough and not binding indication, unless otherwise expressly stated in the Sales Contract.

4.2 The Seller is entitled to make, any time, modifications to the products he manufactures, if considered necessary, informing the Buyer in case of changes that can be applied to supplies related to running orders. Likely modifications proposed the Buyer as for technical specifications, prices, delivery terms or other products features shall not be considered valid and effective unless prior written agreement with the Seller, who can set the necessary adjustments to the contractual terms, including the prices and/or delivery times.

4.3 Should any plan, drawing, technical document or information tied up to the design, production or products assembly, supplied in whole or in part, to the Buyer by the Seller both before and after the signing of the Sales Contract, shall be the Seller's sole ownership. Such documents cannot be used, copied, reproduced, transmitted or communicated to a third party without the prior written agreement of the Seller.

4.4 Should the Buyer, directly or through third parties commissioned by him, provide the Seller with plans, projects, specifications, technical data or instructions necessary for the production and assembly of products, the Seller shall not be obliged to start the production or the assembly process until the receipt and acceptance of those documents in writing. The Seller shall not be responsible for possible damage or losses

incurred by the Buyer due to shipment delays caused by incomplete data or late data transmission from the Buyer.

5. PRICES

5.1 The prices are the ones written in the price list of the Seller existing upon receipt of the order of the Buyer that is in the Sales Contract finally sent by the Seller prior the transmission of the order. The prices (as specified in the previous paragraph) are to be considered as ex-works delivery (EX Works) and they do not include the packaging, assembly expenses and any possible applicable taxes.

5.2 In case of relevant changes to the materials cost and/or to the manpower cost, the Seller shall be entitled to adjust the price of the products accordingly until the transmission of the Order Confirmation, that is the signing of the contract.

5.3 The Seller can adjust the price of its products even after the signing of the Sales Contract if over 180 (one hundred eighty) days elapse between the Sales Contract and the expected date for the delivery.

6. PAYMENTS

6.1 Payments shall be made according to the agreements and deadlines agreed between the parties.

6.2 The Buyer agrees to pay the Seller the purchase price agreed in the order confirmation, that is in the Sales Contract, as fee of the products and/or services supply.

6.3 The Buyer cannot suspend or delay the payments under no circumstances, even in case of failed pick-up or acceptance of products, report, complaint or dispute.

6.4 The Seller shall be entitled to stop automatically the running orders in case of late payments.

6.5 The non-payment of just one of the installments shall result automatically in the expiry of the term, unaffected the Seller's right to declare the Sales Contract terminated. In that case, the installments paid by the Buyer shall be withheld by the Seller as a fair compensation for the product use, unaffected any further actions for major damages due to the default of the Buyer. Furthermore, the Buyer recognizes, waiving from now on any exception, that the Seller shall be entitled to access the premises of the Buyer so as to collect the product, charging him any possible expense.

6.6 The coverage of the price through checks, bills, drafts and assignments does not constitute payment until the write-off of these and it does not involve any novation of the original credit and any prejudice to retention of title.

6.7 Unless otherwise agreed in the Sales Contract, all the sums owed by the Buyer shall be paid through bank transfer by crediting of funds immediately available on the bank account of the Seller, who, on a regular basis, can communicate the Buyer the necessary bank details in writing. The payment shall be considered effectively processed the moment the sums are effectively credited on the Seller's bank account.

6.8 Any payment made for agents, representatives, distributors or commercial support staff of the Seller shall not be meant valid and made towards the Seller until the corresponding amount is effectively credited on the Seller's bank account.

7. RETENTION OF TITLE

7.1 The products remain the Seller's property until the complete payment of the price. Prior written communication of the Seller, the Buyer shall be entitled to move the property of the products to third parties even before the complete payment of the price. In that case, the Seller shall be automatically subrogated as for the Buyer's rights towards a third buyer and the possible profit from the sales shall be received by the latter for and on behalf of the Seller and immediately given to the Seller. If requested, the Buyer will see to formalizing the credit transfer towards the Seller. It is however meant that the Buyer shall be firmly responsible for the complete payment of the price with the third Buyer (including interests and expenses).

7.2 Until the products remain the Seller's property, the risks due to loss or damage, for any reason, to the products shall be at the Buyer's expense.

7.3 The Buyer is liable to promptly comply with burdens and bureaucracy, as for retention of title, foreseen by the local laws where the products are sold and/or placed, giving evidence to the Seller. Such laws shall rule the specific subject at a partial exception to what foreseen under art. 27.1 (Applicable Law and Place of Jurisdiction).

7.4 The Buyer shall arrange, at his own expenses, a suitable insurance coverage of the products against all risks and for the whole existing period of the retention of title.

7.5 The registration and transcription fees are at the Buyer's expenses for the bureaucracy foreseen by art. 1524 of the Civil Code.

7.6 The Buyer is obliged to inform the Seller about any enabling and precautionary act performed by third parties on the products within 24 hours. The Buyer is anyway responsible towards the Seller for any expense, even legal one, and any damage to the Seller owing to those actions.

8. RIGHTS OF INDUSTRIAL AND INTELLECTUAL PROPERTY

8.1 All patent rights, copyright, commercial secrets, as well as any other industrial and/or intellectual property right, titles and interests related to plans, designs, technical documents and/or products manufactured and/or assembled fully or partly

by the Seller shall remain the Seller's sole and unique property at any time. No license, industrial and/or intellectual property right is meant to be given by the Seller to the Buyer by means of the Sales Contract and/or these Conditions.

8.2 The Buyer commits himself to not accomplishing and to not letting third parties accomplishing the following actions:

i. copy, fully or partly, the plans, the projects, the technical documents or any product;
ii. modify, correct, adapt, translate, develop or make derived works or improvements;
iii. lease out, rent, lend, sell, give, assign, distribute, publish, move or make such materials or products available to third parties;
iv. decodify, disassemble, change or adapt such materials or products;
v. remove, cancel, change, overshadow, translate, integrate, match or modify, by any means, brands, symbols, warnings, series numbers or any other reference to industrial and/or intellectual rights placed on the products or related to the products;
vi. use such materials or products by all means or for any purpose that can cause a breach of industrial and/ or intellectual rights, or any other rights up to third parties as well as for scope that involve breaching laws or applicable regulations.

9. FINAL TESTING

9.1 The final testing (if foreseen) takes place on the construction workshops according to the internal regulations of the Seller.

9.2 If agreed between the Parties, the Seller shall communicate, in writing, the Buyer with at least a 30 days' notice (thirty) the date of the final testing and in case of positive result the Parties shall sign up the protocol of acceptance.

9.3 Should the Buyer not attend the final testing, due to reasons not to be attributed to the Seller, the Seller shall carry out the final testing just the same and, in case of positive result, he shall issue the acceptance protocol, which shall be meant, for all intents and purposes, binding and definitive for the Buyer.

9.4 In case of disagreement between the parties about the result of the final testing, the decision shall be allocated to one expertise appointed pursuant to the following art. 21 (Technical Disputes) upon the request of the most diligent party.

10. DELIVERY TERMS

10.1 The commercial delivery terms (EXW, FCA, FOB, CFR, CIF, CPT, CIP, etc.) specified in the Sales Contract and in these Conditions make reference to the Incoterms® of the International Chamber of Commerce, valid on the date of the Sales Contract and applicable each time.

10.2 The delivery of the products, unless agreed differently between the parties, is ex-works (EXW).

10.3 The delivery terms specified in the Sales Contract are calculated on working days and under no circumstances are they of the essence. Such terms commence from the signing and/or acceptance of the Sales Contract from the Buyer, that is, if the manufacturing of the products involves sending documents and technical specifications from the Buyer, from their following receipt from the Seller. It is meant that if the documents were to be received over 30 (thirty) days from the date of the signing and/or acceptance of the Sales Contract, the Seller shall be entitled, at his sole discretion, to modify the price of the products as well as the delivery term without the Buyer expecting or claiming any compensation or indemnity.

10.4 The delivery is meant to be made for all purposes with the communication (date with the issue of the fiscal documents, as well) that the products are available for the Buyer, or with the communication certifying that the products have been delivered to the first carrier for forwarding to destination.

10.5 The Buyer commits himself to obtaining all the permits, authorizations and licenses requested for the products import pursuant to the laws and applicable regulations, to providing as well as to pay customs duties, taxes, permits and any other costs related to or, anyway connected to, the product import. If permits, authorizations and licenses are required for the product export, the Seller's obligations pursuant to the Sales Contract shall be subject to obtaining those permits, authorizations and licenses from the Buyer.

10.6 Unless agreed differently between the Parties, the partial deliveries are always accomplished.

10.7 Any potential delay, even though it is due to the Seller, is not eligible to the termination of the Sales Contract, unless the Buyer sends the Seller a formal notice giving a firm deadline for the accomplishment not lower than 120 (one hundred and twenty) days. In case of termination of the Sales Contract, the Buyer shall be obliged to reimburse the Seller the various costs of the manufacturing of the ordered products as well as the expenses and the costs incurred by the Seller for the performance of the Sales Contract.

10.8 Should the Seller not respect the delivery terms due to a Force Majeure event, as stated in the following art. 11.1, the starting date of the delivery terms shall be stopped starting from the date of the written communication on the impediment of the Buyer.

10.9 If the Sales Contract foresees that the Buyer is liable to (i) pay an installment of the purchasing price and/or (ii) open a documentary credit or a a payment guarantee, the possible

non-accomplishment from the Buyer of such obligations give the Seller the right, at his discretion, to not start or stop the production and/or the delivery of the products until the Buyer does not accomplish these obligations.

11. FORCE MAJEURE

11.1 Should the Seller not accomplish, in whole or in part, his obligations as for the Sales Contract and /or these Conditions, including but not limited the late delivery or the delivery failure, due to a force majeure event, the terms for the accomplishment of the above mentioned obligations are to be considered automatically suspended and extended to a period which corresponds to the delay truly caused by such event. Possible expenses incurred by the Seller due to the force majeure event shall be charged to the Buyer. Pursuant to these Conditions, by Force Majeure event we mean any unpredictable event beyond each Party's reasonable control. In this respect, the "Force Majeure" includes (by way of example and without limitations) delays or non-delivery of their own suppliers, transport interruptions or energy black-outs, unavailability or shortage of raw materials, strikes or Trade Unions unrest, work disputes of any kind, fires, accidents, earthquakes and other natural events, riots, war (either declared or not), pandemics, total or partial IT lock-out, national or international restrictions, seizure administrative measures, laws or regulations of any territorial administrative or governmental authority (including the credit insurances for export of public release) or any other state administration.

11.2 After the occurrence of the force majeure event, the Party, prevented from performing the Sales Contract, shall communicate, in writing, the other party about such impediment. In case a force majeure event continues for at least 90 (ninety) calendar days, the Seller shall be entitled, at his discretion (i) to stop the Sales Contract communicating that in writing to the Buyer or (ii) to negotiate with the Buyer alternative contractural terms which satisfy both Parties. If the Parties do not come to an agreement within 30 (thirty) calendar days following the communication of impediment, unless otherwise agreed in the Contract, the Seller shall be entitled to receive the payment of (i) the price of the products, or part of them, already delivered and/or ordered by the Buyer on the date of such communication; (ii) the price of the services, or part of them, already provided on the date of such communication; (iii) the cost of the manufacturing of the products ordered.

11.3 After 6 (six) months from the written communication about the impediment, without it having failed, each Party can withdraw from the Sales Contract simply through a written communication to the other Party. Even in this case, unless otherwise agreed in the Sales Contract, the Seller shall be entitled to receive the payment of the price of the products and the services already provided and/or performed as well as the reimbursement of all costs, the expenses and the changes that the Seller paid or shall pay as for the Sales Contract, as stated in the previous art. 11.2.

12. DELIVERY

12.1 Unless otherwise agreed between the parties, the deliveries are always borne by the Buyer's risks and expenses, using the most suitable means of transport.

12.2 Unless otherwise agreed between the Parties, all the risks related to the products shall be moved to the Buyer upon delivery of the same products at the Seller's plant.

12.3 In case the Seller is asked to transport the goods on behalf of the Buyer, every expense, cost and possible risk associated to the transport, including the insurance, shall be agreed upon directly in the Sales Contract.

12.4 Any obligation as for damage compensation of any kind and for any reason, depending on the delay in the delivery of the goods, shall be excluded.

13. DOCUMENTS

13.1 The documents accompanying the products are the invoice and the standard travel documents.

13.2 Unless otherwise foreseen by the parties, a copy of the documents shall be sent by the Seller to the Buyer by standard mail and/or electronic mail.

14. LATE OR FAILED WITHDRAWAL

14.1 The Buyer shall collect, within 10 (ten) days from the receipt of the communication that the products shall be available for the delivery, the products at the Seller's plant or at a pick-up point agreed upon between the Parties.

14.2 Should the Buyer not collect the products within the agreed deadlines for reasons different from intent or gross negligence of the Seller, the risks related to the products shall be meant to be moved to the Buyer on the date of the delivery made (as specified under the previous paragraph). The Seller reserves the right to ask for the total reimbursement of the storage costs and/or handling costs, besides charging the Buyer, as a penalty with an amount of 1% (one per cent) of the product value for each week or part of it, of delay. Any responsibility of the Seller for damage or deterioration of products not collected and in storage at their own premises or at a pickup point agreed between the parties, is excluded.

14.3 The Buyer shall be responsible for any loss or damage, to people or property, happened after the risk transfer, and he is obliged to indemnify and keep the Seller indemnified from any

loss, damage, cost, expense, request or claim of any kind due to or connected to the same products. Under no circumstances shall the Buyer be exonerated from the obligations of paying the purchasing price agreed upon in the Sales Contract.

14.4 The Seller, after 30 (thirty) days from the communication that the products are available to be delivered, without the Buyer having collected or accepted them, shall be entitled to sell at risk and on behalf of the Buyer the products that the Buyer did not collect or accept and the Seller shall be entitled to hold the deposits paid by the Buyer. The difference between the price - besides any further cost and penal expense (including the legal ones), referred to the previous art. 14.2 and interests - and the price actually obtained by the fire Sales shall be debt for the Buyer and it shall accrue default interest at the applicable rate for the failed payment.

14.5 It is without prejudice the right of the Seller to ask for the greatest damage due to the non-accomplishment.

15. ASSEMBLY

15.1 The assembly and the startup of the products are not included in the sales price, unless otherwise agreed upon between the parties.

15.2 Should the assembly be borne by the Buyer, the Seller shall provide, if requested, the technical support necessary to assure the supervision. In this case, the Buyer shall communicate the Seller the date scheduled for the assembly with at least a 30 (thirty) days notice to perform that. Under no circumstances shall the Seller be considered responsible for damages caused by inexperience or negligence of the technicians and/or the team commissioned by the Buyer to carry out the assembly. The Buyer shall be supposed to properly insure the Seller's staff against any accidents that might take place during the assembly operation.

15.3 Should the assembly be borne by the Seller, the assembly operation must be carried out within a reasonable time from the arrival of the products to their destination.

16. COMMISSIONING

16.1 The commissioning is not included in the price and it can be requested by the Buyer in the Sales Contract. In that case, the parties shall carry out the commissioning within 5 (five) days from the completion of the assembly works. If the assembly operation is carried out by the Buyer, without the Sellers supervision, the Seller must be informed about the date scheduled for the commissioning with at least a 30 (thirty) day notice.

16.2 In case of delays in performing the commissioning which are not due to the Seller, the Seller shall be entitled to a penalty of 1% (one per cent) of the price for each week or part of week delay, unaffected the compensation of the possible damage.

16.3 The commissioning is considered positive if no claims of no-conformity or defect is reported by the Buyer during or at the end of the commissioning; or if the Buyer does not carry out the commissioning within 60 (sixty) days from the date of the delivery note or he does not allow the Seller to verify the outcome of the operation.

16.4 Should the result of the commissioning not be positive, the Seller shall be entitled to carry out the necessary actions of reparation and/or replacement for free, unless the failed positive result is due to a wrong assembly not performed by the Seller. In case of positive result of commissioning, the parties shall promptly undersign the acceptance protocol. In case the Buyer refuses to proceed with the commissioning, the Seller shall be entitled to appoint a technician referred to in the following art. 21 (Technical Disputes), who shall be automatically entitled to carry out the commissioning for and on behalf of the Buyer. Similarly, in case of disagreement between the parties as for the result of the commissioning, the decision shall be made by the technical expertise referred to the art. 21 upon request of the most diligent party.

17. WARRANTIES

17.1 The products are guaranteed, within the limits of the technical specifications and with the standard limit of tolerance, against defects of material and/or machining. Measurements, weights, pictures, drawings and manufacturing data in the catalogues are merely indicative. The Seller reserves the right to modify or to change, any time, the products, if, at his discretion, he thinks those modifications and changes are necessary or useful.

17.2 The Seller guarantees the good functioning of the products according to the quality and productivity standards indicated in the Sales Contract and in the technical specifications therein referred to or if no technical standard or specification is referred to in the Sales Contract. The Seller shall make sure that the products comply with the standards, the usages and the technical specifications usually applied for similar products and traded by the Seller. The Buyer acknowledges that the achievement of such standards significantly depends on the technical skills and abilities of the operator as well as on the environmental conditions.

17.3 Unless otherwise stated in the Sales Contract, the warranty period is 12 (twelve) months or for a maximum of 2000 (two thousand) engine operating hours from the date of commissioning (if foreseen) or from the achievement of 100 (one hundred) engine operating hours, which of the terms comes first. Anyway, the warranty shall be valid and in force

for a period not longer than 16 (sixteen) months from the date of the delivery note, as defined in the previous art. 10.4 (Delivery Terms). The duration of the warranty for the faulty parts that have been replaced or repaired according to the terms of these Conditions, starts from the date on which such part is replaced or repaired up to a maximum of 18 (eighteen) months from the delivery date of the products. It is meant that the manpower for the replace of the faulty components and all the expenses connected to the replacement operation are charged to the Buyer.

17.4 During the warranty period, the Seller undertakes to repair or, at its sole discretion, to replace free of charge within the normal technical times those parts that have become unusable due to defects in materials or workmanship. Any parts replaced, provided they are recognized as defective, shall remain the property of the Seller.

17.5 Unless otherwise agreed in the Sales Contract, should the tools be assembled on the Buyer's or other parties' equipment:

i. the Seller makes himself responsible for making sure that the tools supplied are compatible with the machine model indicated by the Buyer or by a third party, as for typology, dimensions, power and other technical features, according to the specifications requested for productivity and performance;

ii. the Seller shall not be responsible, by no means, for possible modifications to the equipments features, included but not limited to changes to the machine safety. The Buyer can ask for inspections before the use of the machine, yet these inspections shall be charged only to the Buyer;

iii. unless otherwise agreed in the Sales Contract, the equipment supplied by the Seller are to be meant new. Should the tools be assembled on already used equipment, such equipments are considered in perfect conditions, without the Seller being responsible for the check or the conditions of the same equipment, including wear and tear, maintenance and such;

iv. should the Buyer provide wrong information as for the equipment model or leave out important information about the condition of the same equipment, running the risk of damaging or compromising the equipment (even without a detailed inspection needed), the Seller shall be entitled not to continue with the assembly of the tools. In this case, the Buyer must accomplish some payment obligations to the Seller for the amount agreed upon in the Sales Contract;

v. the Seller shall not be considered responsible for damage to people or property not directly involved in the assembly operation of the tools on the equipment of the Seller carried out by the Seller, even if such damages are due to joint or concurrent negligence, actions or omissions of the Seller. Should the assembly of the tools supplied by the Seller be carried out directly by the Buyer, the Seller declines any responsibility for possible damage to people or property due to that operation.

17.6 The Buyer's warranty shall be void, if the failure comes up, in the case the Buyer has not accomplished his payments. Similarly, the warranty shall not be valid in the following cases:

i. defects due to standard wear and tear of the products or of any of their components (including but not limited to, steel ropes, electrical cables, electrical plants, including batteries, tires, belts, rubber tubes, accessories of the goods);

ii. defects due to the fact that the Buyer did not comply with the operation and maintenance instructions provided by the Seller, that is defects caused by products overload or by the use of the products in operative conditions different from the ones foreseen in the technical specifications attached to the Sales Contract and in the user's manual as well as in the maintenance manual of the equipment;

iii. defects due to accidents, improper use, overuse, inaccurate installation or functioning, lack of reasonable care and safekeeping, unauthorized modifications, changes or repairs made without the Seller's agreement, components loss, use of non-original components without prior authorization of the Seller, tampering or attempts of reparation by the Seller's unauthorized staff;

iv. defects caused, directly or indirectly, by drawings, projects, information, documents, instructions, materials, products partly finished, components or any other goods supplied, indicated or requested by the Buyer or by a third party that works on behalf of the Buyer.

In the event that the products consist of or include accessories, parts, and components sourced from subcontractors (by way of example and not limitation, cranes, excavators, mixers, desanders, engines, pumps, winches, converters, rotary heads, tools, etc.), the Seller's warranty shall be limited to the terms and to the warranty duration offered by the sub-supplier following possible complaints. The Buyer shall be entitled to ask for a warranty copy of the sub-supplier, which shall be provided by the Seller prior written request.

17.7 The warranty is valid only for the Buyer, regarded as the user, and the Seller's agent or distributor.

17.8 This represents the only warranty given by the Seller, whose responsibility is limited to the only fixing and/or replacement of products pursuant to this article, excluding any other responsibility, warranty, compensation or indemnity. The remedial actions described in this article and in art.18 (Claims) are meant to be exclusive; consequently, the Buyer can't

claim further rights or additional actions to the ones indicated as for defects or non-conformity of the products.

18. CLAIMS

18.1 The products shall be inspected by the Buyer immediately upon delivery. Claims for incomplete or wrong deliveries, as well as for goods clearly not complying with the products agreed on the contract, or damaged, will have to be forwarded in writing within 8 (eight) days, under penalty of forfeiture, along with the possible products marks or parts of them, claimed of.

18.2 Possible defects or hidden faults that can't be claimed on the delivery will have to be reported within 8 (eight) days from the detection, under penalty of forfeiture. "Hidden defects" are meant to be defects not clearly visible after a check requested by the law and/or the present Conditions.

18.3 Any reporting as for defects, anomaly or non-conformity of the products shall be carried out only through registered letter with acknowledgment of receipt or through certified electronic mail (PEC) addressed to the Seller. Such reporting shall include all the information necessary, among which, by way of example, series number, damage report, possible causes, pictures and any other useful event to detect the defect or the non-conformity. Incomplete or not understandable reporting shall not be taken into account by the Seller and, in such cases, the Buyer is not entitled to have any rights pursuant to the present warranty.

18.4 The Buyer does not have the right to ask for the termination of the contract, the reduction of the price, as well as the compensation for any damage.

18.5 The Buyer shall lose the right of the warranty if: (i) the Seller asks for a reasonable inspection of the products or the products components regarded as faulty and such an inspection is not allowed by the Buyer; (ii) the Seller asks for the products or the components regarded as faulty being given back and the Buyer does not accomplish that request within 30 (thirty) days from its receipt.

18.6 The Buyer shall be responsible for the costs and the expenses paid by the Seller to evaluate a claim that turns out to be unfounded. Should the claim be considered partly unfounded, the Buyer shall reimburse the Seller with the costs paid, up to a maximum of 30% (thirty per cent) of the total value of the claim. It is understood, though, that the shipping and transport costs are to be borne to the Buyer, as specified under art. 17.5 (Warranty).

18.7 In case of claim from the Buyer made according to the procedure above described, the Seller can choose, at his discretion, one of the following solutions, within a reasonable time and considering the type and complexity of the request:

i. provide, according to Ex-works yield, quality products and equal quantities which replace the ones that are faulty and do not comply with the technical specifications agreed upon in the Sales Contract. In this case, the Seller can ask the Buyer to give back the faulty products, which shall remain the Seller's property;

ii. repair or modify the faulty products so that they turn out to comply with the technical specifications attached to the Sales Contract at the Buyer's plant or at the Seller's plant or at the place where the products will be positioned. Possible expenses paid by the Seller's staff (for instance, travel expenses, room and board to perform these repairs) shall be borne to the Buyer.

19. SERVICES

19.1 The present Conditions are to be applied, with the necessary adaptations (*mutatis mutandi*), to the assembly, assistance, maintenance, training and/or start-up services, that the Seller must provide at the Buyer's plant. Those services shall be carried out by the Seller's technical staff, including external staff if necessary; the Seller reserves the right to replace, any time, the appointed technicians with other expertise with the same competence, it being understood that he shall not be considered responsible for possible delays due to that replacement.

19.2 The Buyer shall take on the full responsibility as for safety during the performance of the service, so as to prevent possible damage or injury to the Seller's technicians. For this reason, the Buyer must guarantee the implementation and the maintenance of a health and safety management system in the workplace compliant with the laws and existing regulations as for the services provided at your own plant. Such system shall observe the prevention and protective standards, not less strict than the ones foreseen by the Italian Legislation as for health and safety protection in the workplace. The Buyer is supposed to: (i) inform the Seller's technicians about the laws, the regulations and the standards that can be applied as for health and safety at work; (ii) guarantee the conformity to those laws, regulations and standards; (iii) immediately communicate any reported non-compliance to the Seller.
Furthermore, the Buyer undertakes to indemnify and keep the Seller free from any claim or legal action that can raise due to injuries or deaths of the Seller's technicians during the performance of the services at the Buyer's plant.

19.3 During the performance of the services, the Buyer is supposed to : (i) provide the Seller's technicians with the tools and any other property necessary for the services to be performed; (ii) guarantee free access to the areas assigned for the performance of the services and adopt all the

necessary measures to make that access easier (for instance, authorizations); (iii) provide the Seller with all information and documents useful for the correct performance of the services; (iv) promptly answer any request of information from the Seller.

20. RESPONSABILITY FOR DAMAGE

20.1 Except for willful misconduct or gross negligence, the Seller shall not be, under no circumstances, responsible for production loss, rent loss, revenue or profit loss, use loss, idle, business loss or any other loss or damage, direct or indirect, undergone or supported by the Buyer as for the products supplied and/or for the services given by the Seller pursuant to the Sales Contract and the present Conditions. It is clear that the maximum amount of the Seller's responsibilities can't, by no means, exceed the sum equal to 15% (fifteen per cent) of the price of the supplied products supplied and/ or the services provided, unless a different value is expressly specified in the Sales Contract.

20.2 The Seller's exclusions or the limitations to his responsibilities are equally applicable to his employees, blue-collars, assistants, agents and related people's responsibilities.

20.3 The Buyer is supposed to indemnify the Seller and keep him indemnified from what requested to the Seller, even as damage compensation, from third parties due to breach of rights that are chargeable, even partly, to the Buyer.

21. TECHNICAL DISPUTES

21.1 Any dispute relating to the performance and/or result of the final testing commissioning, as well as other technical dispute that might come up between the Parties as for the Sales regulated by these Conditions shall be definitely solved by an expertise appointed by mutual agreement, within 20 (twenty) days from the request of one of the two parties. Should the Parties not agree on the expertise appointment within the term above specified, the expertise shall be appointed by the President of Pordenone Court, upon the most diligent Party's request. The costs of the technical expertise shall be borne to the losing party and the decision or declaration made by the expertise shall be binding for the parties that commit themselves to giving full and immediate accomplishment.

21.2 The Seller guarantees the compliance of the products technical standards to the laws and regulations existing in Italy, disclaiming any responsibility for possible non-conformity to laws and regulations applicable to the country of the products destinations. Consequently, the Buyer commits himself to indemnifying and keeping the Seller indemnified from any claim, request or actions raised by the Buyer or by third parties due to non-conformity not covered in these Conditions.

21.3 The Seller guarantees the products performance exclusively as for the uses, destinations, applications, tolerances and features specified in the technical specifications attached to the Sales Contract. The Buyer can't use or manage the products by way of or purpose not compliant with the above-mentioned technical specifications.

21.4 If the Buyer wants to resell the products, he shall have the responsibility for informing the new buyer about the products uses, purpose, applications, tolerances and the technical features, as specified in the above-mentioned technical specifications.

22. TERMINATION

22.1 Without prejudice to the right of termination foreseen by the applicable regulations, the Seller shall be empowered to terminate the Sales Contract through written communication addressed to the Buyer in the following cases: (i) non-accomplishment, delay or anomalies in accomplishing, from the Buyer, the payment obligation of the purchase price; (ii) breach of the obligations pursuant to art.8 (Industrial and Intellectual Rights) from the Buyer; (iii) continuation of a Force Majeure event for a period not less than 6 (six) calendar months pursuant to art. 11.3 (Force Majeure); (iv) state of insolvency, liquidation or the Buyer's subjection to similar procedures foreseen by the applicable regulations; (v) untruthfulness of the declarations or breach of the Buyer's obligations pursuant to the following art. 26 (Foreign Trade Law, Check on Exports).

22.2 In case of termination of the Sales Contract pursuant to this article, that is in case of early termination caused by a remarkable breach imputable to the Seller, he shall be entitled to have, except for any further damage, loss or costs of any kind, the payment of: (i) the price relating to the products, in full or in part, already delivered on the termination date; (ii) the fee of the services already performed by the Seller within the same date; (iii) the costs for the production , in full or in part, of the products already arranged; (iv) the costs paid by the Seller due to the cancellation of the orders at his own suppliers or subcontractors as a consequence of the termination or suspension of the Sales Contract.

23. TERMINATION OR SUSPENSION

23.1 The Buyer can't, lest differently foreseen in the Sales Contract, terminate or suspend it pursuant to these Conditions. Should the Buyer terminate or suspend the order in compliance with what is foreseen in the Sales Contract, the Seller shall be entitled to have, unaffected any possible

damage, losses or landed costs of any kind that might arise from such an event, the payment of: (i) the price of the products, fully or partly, delivered to the Buyer on the termination or suspension date; (ii) the price of the services provided to the Buyer upon the termination or suspension; (iii) the costs related to the products manufactured, fully or partly, by the Seller and not delivered yet; (iv) the costs paid by the Seller for the cancellation of the orders at their suppliers or subcontractors as a consequence of the Sales Contract termination or suspension.

24. DATA PROTECTION

24.1 The parties jointly commit themselves to treating the personal data acquired directly or accidentally while observing these Conditions and Sales Contract according to the existing regulations as for personal data protection, in the special reference to EU Regulations 2016/679 (GDPR), the Italian legislation for adaptation to the GDPR and to the measures taken by the Competition Authority for the personal data protection.

24.2 The content of theses Conditions, Sales Contract and the information received by the Buyer as for the same Conditions is to be considered as reserved and confidential. Therefore, such information can't be disclosed to third parties, unless it is necessary for the correct accomplishment of the contractual obligations or it is required by the legal provisions.

24.3 The Buyer also commits himself to adopting all the necessary measures to avoid the information above-mentioned being acquired or disclosed to third unauthorized parties.

24.4 The Buyer authorizes the Seller to access, through the CFM system – Casagrande Fleet Master – the Machine Data and Production Data, as defined in paragraph 5 of the document "CFM and CDR: General Terms and Conditions," within the scope of assistance, monitoring, service delivery, prevention and resolution of technical or service issues, as well as for research activities, statistical purposes, monitoring, and improving the performance of the machine and the Services themselves.

25. ETHIC CODE AND 231 MODEL

25.1 The Buyer declares to have read and understood the Ethic Code and the Organizational and Company Management Model (hereafter 231 Model) adopted by the Seller pursuant to the Legislative Decree 8th June 2001 n. 231, and available on the website of the Seller, at the email address www.casagrandegroup.com, that defines the principles the Seller must comply with.

25.2 Given the above and according to the Sales Contract performance, the Buyer commits himself to: (i) managing his own activities observing all principles, values, commitments described in the Ethic Code and in the 231 Model; (ii) avoiding any behaviour, act or omission that can breach the principles of the Ethic Code and 231 Model adapted by the Seller , as well as any conduct that can lead to the commission of one of the offences foreseen by the Model; (iii) making sure that those people who have representative, administrative or managerial functions of the Buyer, as well as those who manage and control the same Buyer or who are under the management or supervision of one of those subjects, comply with the principles in this clause.

25.3 The non-compliance, from the Buyer and/or anyone that works from the Buyer, of one of the principles of the Ethic Code and of 231 Model, as well as the commission, even in an attempt way, of the supposed offenses, shall represent a serious non-compliance of the obligations foreseen by the Conditions and it can allow the Seller to terminate the Sales Contract immediately, through written communication, unaffected the Seller's right to be refunded for the damaged caused.

26. FOREIGN TRADE LAW, EXPORT CONTROLS

26.1 The performance of the Sales Contract from the Seller is subject to the compliance of the national and international legislation as for the foreign trade, including the ones applicable by the European Union, by the United Nations, the United Kingdom and by Italy, with special reference to double use products, to the laws and foreign trade, to the embargoes, to the import restrictions and to the penalties imposed by the competent authorities.

26.2 With the signature of the Sales Contract, the Buyer accepts to not resell or move the products supplied to people included in the "lists of forbidden parties" or uses incompatible with the regulations on the applicable exports check, adopted by the above-mentioned authorities. The Buyer guarantees that neither he nor his final customer are subject to, directly or indirectly, a 50% check or higher from subjects or bodies included in the "lists of forbidden parties" or act on their behalf.

26.3 By "lists of forbidden parties" is meant any official updated list of entities subject to restrictions published by bodies like: (i) Office of Foreign Assets Control of the United States (OFAC); (ii) Trade Control Defense Directorate of the United States Department of State; (iii) lists of the bodies sanctioned by the European Union; (iv) list of people and bodies sanctioned by the United Nations.

26.4 In case of future products export, the Buyer must: (i) observe the restrictions and the national and international prohibitions making sure that even the commercial partners observe them; (ii) communicate the Seller, at the time of the Sales Contract,

the final destination or the recipient of the goods ; (iii) provide the Seller with the documents necessary to identify the final user and the products intended use, including possible authorizations or licenses requested by the international legislation; (iv) promptly inform the Seller about any modification in the circumstances that can breach the legislation of the export control; (v) not export directly or indirectly the products to countries subject to embargo, including Crimea, Sevastopol, Donetsk, Luhansk, Iran, Siria, Russia, Belarus, Cuba and North Korea.

26.5 Furthermore, the Buyer commits himself to observing all the anti-corruption regulations applicable, by the European Union, by the United Nations, by the United States, by the United Kingdom and by Italy. This involves the commitment that can breach such a regulation, neither directly nor through middlemen, to get a favourite treatment or wrongly affect decisions related to the commercial transactions. The Buyer commits himself to not breaching local or international laws related to corruption, which includes the observance of the anti-corruption laws existing in those countries where the Buyer operates.

26.6 The Buyer undertakes not to sell, export, or re-export, directly or indirectly, to the Russian Federation or for use therein, any product supplied under or in connection with the Sales Contract falling within the scope of Article 12 of Council Regulation (EU) No 833/2014 and its subsequent amendments, as well as Regulation (EU) 2021/821 of the European Parliament and of the Council of 20 May 2021 establishing an EU regime for the control of exports, brokering, technical assistance, transit, and transfer of dual-use items, or Council Common Position 2008/944/CFSP of 8 December 2008 laying down common rules for the control of exports of military technology and equipment.

26.7 The Buyer is also obliged not to sell, export, or re-export, directly or indirectly, to Belarus or for use in Belarus, any product supplied under or in connection with the Sales Contract subject to the application of Article 8 of Council Regulation (EC) No 765/2006, as amended, as well as the aforementioned Regulation (EU) 2021/821 and Council Common Position 2008/944/CFSP.

26.8 The Buyer undertakes to implement all reasonable measures to ensure that the effectiveness of the provisions contained in paragraphs 26.6 and 26.7 is not circumvented or compromised by third parties at any level of the supply chain, including any resellers.

26.9 The Buyer shall also establish and maintain an adequate monitoring system aimed at detecting any conduct by third parties, at any level of the supply chain, including resellers, that may undermine the purposes of paragraphs 26.6 and 26.7.

26.10 Any breach of the provisions contained in paragraphs 26.6, 26.7, 26.8 or 26.9 shall constitute a material breach of an essential clause of the Sales Contract, entitling the Seller to exercise all remedies provided by law and under the contract, including, by way of example but not limited to:

i. the immediate termination of the Sales Contract;
ii. a claim for damages for all losses suffered as a result of the Buyer's breach.

26.11 The Buyer shall promptly inform the Seller of any difficulties in complying with the provisions set forth in paragraphs 26.6, 26.7, 26.8, or 26.9, as well as of any third-party activities that may undermine the effectiveness of the provisions contained in paragraphs 26.6 and 26.7. Upon the Seller's request, the Buyer shall provide, within fifteen (15) days, all information necessary to demonstrate compliance with the aforementioned obligations.

26.12 The Buyer commit himself to not undertaking any actions that can lead the Seller to breach the laws on the foreign trade and protect the Seller from penalties, fires, losses and responsibilities due to breaching this article.

26.13 The breach of the regulations afore mentioned represents a substantial breach of the contractual obligations, entitling the Seller to terminate the contract, as foreseen in the previous art. 22 (Termination). The Seller reserves the right to refuse to not perform or cancel any Sale, if the Buyer does not observe the terms laid down.

27. APPLICABLE LAW AND PLACE OF JURISDICTION

27.1 The Sales subject to these Conditions are ruled by the Italian law, excluding the Vienna Convention upon the international Sales of movable property.

27.2 Unaffected what has been established, any dispute between the Parties on the Sales ruled by these Conditions shall be dealt with by mandatory and solely by Pordenone Jurisdiction, Italy. A partial exception to the above-foreseen, the Seller shall be entitled to apply, at his discretion, to the jurisdiction of the place where the Buyer is located.

28. FINAL CLAUSES

28.1 The event in which the Seller does not assert his own rights, any time, recognized by one or more clauses of those Conditions, shall be meant neither as waiver to such rights, nor can it avoid expecting its timely and proper observance.

28.2 The user and maintenance manual is part and parcel of these Conditions.

28.3 Should the Sales Contract and these Conditions be drawn up in more languages, the Italian version shall prevail for any

interpretations of the regulations fountained in the Sales Contract and in these Conditions for the resolution of possible discrepancies or doubts.

28.4 These Conditions, the Sales Contract and all the documents attached represent the whole agreement between the Parties as for the Supply, replacing any other previous agreement, communication, offer, proposal or mails, both oral and written, between the Parties upon the same subject. Any reference to lost prices, General Conditions or other documents of the Seller or of third parties is referred only to documents existing on the date of the signing of these Conditions and Sales Contract, unless the Parties have differently agreed upon in writing.

28.5 The nullity or the invalidity of one single clause or regulation of these Conditions or Sales Contract shall not involve the nullity or the invalidity of the other clauses or regulations. The effectiveness of the further contractual provisions, which shall continue to be effective for both parties, shall remain valid.