

GENERAL SALES CONDITIONS

1. SUBJECT

1.1 The supplies provided by AB TRASMISSIONI Srl (hereafter AB TRASMISSIONI) and their professional customers (hereafter the purchaser), are regulated by the General Sales Conditions specified below and include both production material as well as marketed products.

If the supply is regulated by a specific contract, these conditions are considered as automatically modified by them.

1.2 Modifications to these conditions will be valid only if they are accepted in writing by AB TRASMISSIONI and will apply only for the supply to which they refer.

1.3 These General Sales Conditions regulate the relationships between AB TRASMISSIONI and its physical and legal professional Customers that operate in an entrepreneurial or professional area.

2. CONTRACT FINALIZATION

2.1 The commercial proposals of AB TRASMISSIONI are a mere request to make an offer and do not represent, instead, an offer to the public or unilateral promises.

2.2 The contract is considered concluded only when the written order confirmation sent by AB TRASMISSIONI is received.

2.3 The orders must be sent by AB TRASMISSIONI only in writing, by fax, e-mail or web (the latter method is used only if the specific area on the internet site www.abtrasmissioni.it is available, or by signing specific written agreements).

2.4 The orders from the Purchaser represent simple proposals for purchase and do not oblige AB TRASMISSIONI until they have been expressly accepted by means of a formal order confirmation that, for each order, will be sent to the Purchaser; AB TRASMISSIONI may accept or refuse the purchase proposal within a period of five days (5), after which the order will be considered refused if a response is not given.

2.5 The purchase orders are irrevocable, any requests from the Purchaser to change an order will be taken into consideration only if AB TRASMISSIONI receives it in writing at least three business days before shipment. These requests will be considered accepted only following a new order confirmation.

2.6 The Purchaser shall not have the right to compensation for damage or indemnity, or any contractual or non-contractual liability of AB TRASMISSIONI for direct or indirect damage that could arise from the failure to accept an order, even partially.

3. PRICES

3.1 Unless otherwise agreed in writing, the prices are considered FCA – Free Carrier (in accordance with the meaning attributed to this term within the scope of Incoterms 2020), net of all packaging, transport, insurance costs and these prices must be considered without VAT.

3.2 The prices for special and non-standard products are defined on a case by case basis, and without any connection to normal production prices, even if they have similar specifications and dimensions.

4. PAYMENT CONDITIONS

4.1 The payments are valid only if made in favor of AB TRASMISSIONI in the currency and using the methods agreed on a time to time basis. In case of a delayed payments or deferments, default interest will be calculated at the legal rate, increased by six (6) percentage points on an annual basis, from the due date to full payment, without prejudice to additional damage caused to AB TRASMISSIONI resulting from a delayed or non-payment.

4.2 If the Purchaser does not pay the price at the conditions and/or methods agreed upon, even if it refers to a single due date, or fails to comply with the General Sales Conditions, this gives AB TRASMISSIONI the right to suspend all contractual obligations, with acceleration of payment for the fulfillment of future obligations, including the suspension of the warranty and interruption of the deliveries. The Purchaser may not compensate for any receivables due to AB TRASMISSIONI with liabilities for supplies.

4.3 AB TRASMISSIONI reserves the right to transfer its receivables to third parties to recover the debt, by way of discount, or for other purposes; for anything that is not expressly specified related to the transfer of debt, the articles of 1260 and following of the Italian Civil Code will apply.

4.4 No power of representation is given to agents, commission agents, or intermediaries in general. Obligations of any type taken by the agents, commission agents, brokers and intermediaries in general, explicitly or implicitly, in the name of AB TRASMISSIONI, may not be binding for the latter, who may not be considered in any way obliged or responsible as a result.

5. SPECIFICATIONS AND DRAWINGS

5.1 Drawings, technical documents and similar items remain the property of AB TRASMISSIONI and upon request must be returned. Without the consent of AB TRASMISSIONI, furthermore, they may not be transferred to third parties, photocopied or reproduced. The brands and products of AB TRASMISSIONI are protected by international standards and conventions on industrial property, their reproduction or use in any form, unless expressly authorized by AB TRASMISSIONI, is prohibited.

5.2 The Purchaser is responsible for checking that the product purchased complies with what was ordered, regardless of the purpose for which the Purchaser intends to use it. AB TRASMISSIONI shall not be held liable in any case for the suitability, or lack thereof, of the product purchased by the Purchaser for the purpose for which they intend to use it.

6. DELIVERY TERMS

6.1 The delivery deadline starts from the shipping date specified on the order confirmation, or from the moment in which the Purchaser supplies all the necessary data, if this takes place later. If subsequent changes are made, the deadline will start from the date of the new confirmation or, if a deposit must be paid, from the date it is received.

6.2 AB TRASMISSIONI shall not be held liable for any non-fulfillment resulting from a late delivery due to causes that are beyond its control such as, for example, strikes, lockouts, blocks, pandemics or other reasons for which the workers of AB TRASMISSIONI and/or its suppliers stop working, or due to the impossibility or serious difficulty in receiving the raw materials or components. AB TRASMISSIONI will inform the Purchaser in a timely manner of the impediment, specifying the reasons for the delay. In cases in which the impediment due to force majeure lasts longer than 8 (eight) weeks, the Purchaser may terminate the purchase contract by presenting a simple written notice to AB TRASMISSIONI, without the latter being required to pay the Purchaser any type of compensation, except for the repayment of any amounts that were paid as a deposit.

6.3 The Purchaser is required to accept also partial supplies.

6.4 If the shipment is delayed for reasons for which the Purchaser is responsible, starting from the month following the notice that the goods are ready for shipment, storage costs will be charged for the goods, which are calculated daily in an amount of 0.2 % of their value. If AB TRASMISSIONI considers it necessary, it may consider the order as canceled and, as a result, keep as compensation any deposits that were already paid, without prejudice to the right, in any case, to request compensation for further damage caused by the non-fulfillment.

6.5 In the case of customized products, the costs for the storage of the goods, as indicated in the previous point, will amount to 0.5% of the value of the sold goods; the rights indicated in point 6.4 remain unchanged for AB TRASMISSIONI.

7. SHIPPING

7.1 Unless otherwise agreed exclusively in writing, the goods will be shipped at the risk and peril of the Purchaser, and in particular in compliance with what is regulated by Incoterms 2020 as regards the FCA – Free Carrier clause, whereby the Purchaser is required to organize transport from the warehouse of AB TRASMISSIONI to the place of delivery of the goods.

7.2 The Purchaser is always required, at the moment the goods are delivered, to check their condition and, if there is damage, to indemnify the carrier and sign for conditional receipt. Insurance for transport will be stipulated only upon express request, on behalf of and at the expense of the Purchaser.

8. ACCELERATION OF PAYMENT, TERMINATION OF THE CONTRACT, RETENTION OF TITLE

8.1 AB TRASMISSIONI may immediately demand any payments that are due providing that the deadline for making the payment has been defined in favor of the debtor, if the latter has gone bankrupt or has decreased, or not provided for their own reasons, the guarantees that were promised. The acceleration clause will come into effect immediately, without the need to provide notice, also if only one payment has not been made at the agreed deadlines, which gives TRASMISSIONI the right to demand immediate full payment of the residual credit.

8.2 If any checks or bills issued by the Purchaser are protested or if any enforcement procedures for bankruptcy or arrangements with creditors have been brought against the Purchaser, AB TRASMISSIONI shall have the right to unilaterally terminate the contract, providing notice of this to the Purchaser.

8.3 All goods that have been shipped, up to the moment of complete payment of all the invoices and accessory expenses, remain the property of AB TRASMISSIONI, while the Purchaser shall be responsible for all the risks of damage to or loss of the products.

9 WARRANTY AND CLAIMS

9.1 AB TRASMISSIONI guarantees the good quality and proper construction of the materials sold, with the obligation, during the warranty period as specified in more detail below, to repair or replace free of charge, and as soon as possible, those parts that, due to poor material quality or processing defects or imperfect assembly (if they were responsible for the assembly) are recognized by AB TRASMISSIONI as defective, providing that this was not caused by natural wear, failures caused by the incompetence or negligence of the Purchaser, by improper use, unauthorized interventions, tampering carried out by the Purchaser or by a third party on its behalf, due to unforeseeable circumstances or force majeure.

9.2.1 Any defects, failure to deliver the promised quality or apparent flaws in the products supplied, must be communicated, under penalty of invalidation, in writing by the Purchaser to AB TRASMISSIONI within a maximum of 5 (five) days from receipt of the goods. It remains understood in any case that the Purchaser is obliged to check for any defects, the failure to deliver the promised quality or flaws in all of the delivered products, even if they are numerous and/or contained in enclosures or containers.

9.2.2 Any hidden flaws must be reported, under penalty of invalidation, within a maximum of eight days from their discovery.

9.3 The Purchaser is not authorized to make changes or repairs without the consent of AB TRASMISSIONI.

Any claims of tampering, shortfalls or damage due to transport require the goods to be accepted conditionally, and must be written on the transport documentation at the moment of delivery and presented by the Purchaser to the carrier in writing, sending a copy, under penalty of invalidation, to AB TRASMISSIONI, within five (5) days, if the goods are transported with carriage paid or DAP (Delivery at place).

When, and if, the Purchaser discovers flaws or defects in the supplied products, they must immediately inform AB TRASMISSIONI in writing, and only at the instruction of the latter may they proceed with returning the goods, at the conditions agreed on a case by case basis.

9.4 Unless otherwise specified, the warranty period is provided for twelve (12) months from delivery and concludes at the end of this period, even if the materials were not started up, for any reason. The performance of any work under warranty by AB TRASMISSIONI remains subject to compliance with the payment terms, as well as the administrative and accounting obligations, by the Purchaser.

The work inherent to the repair and replacement under warranty will be performed only at AB TRASMISSIONI laboratories.

9.5 The warranty shall be voided if AB TRASMISSIONI finds inappropriate installation and/or operation of the sold product, or any other intervention that was not authorized by AB TRASMISSIONI.

9.6 If the Purchaser claims the presence of flaws or defects in the purchased product in compliance with the terms indicated in this section 9, it must be uninstalled and sent by the Purchaser, at their own expense, to AB TRASMISSIONI who will, in turn, check if the claimed flaws and defects actually exist and, if they do actually exist, AB TRASMISSIONI will repair the products and send them to the Purchaser at its own expense. If instead the claimed flaws and defects do not exist, the products will be shipped at the expense of the Purchaser.

9.7 Nothing shall be due to the Purchaser for the time during which the plant or equipment remain inoperative.

9.8 Interventions performed directly or by personnel not authorized by AB TRASMISSIONI shall void the right to warranty.

9.9 This warranty replaces any other warranty or action also provided by provisions of law in favor of the Purchaser.

9.10 For third-party products sold by AB TRASMISSIONI, either exclusively or non-exclusively, their liability is limited to the transfer of the rights to warranty to which AB TRASMISSIONI is entitled toward their supplier.

9.11 The technical selections and product applications must be approved on a case by case basis by AB TRASMISSIONI. If approval is not provided, the warranty indicated above shall be forfeited.

9.12 By accepting these General Sales Conditions, the Purchaser, who acts for purposes that are part of their entrepreneurial and/or professional activities, expressly waives its right to recourse pursuant to art. 131 of Leg. Decree 206/2005 - Consumer code - toward AB TRASMISSIONI in case of claims presented by the final user, by other vendors part of the same contractual chain or by other intermediaries.

10. LIABILITY AND COMPENSATION FOR DAMAGE

10.1 AB TRASMISSIONI will be obliged to provide compensation for considerable damage, with a financial loss exceeding the value of the goods covered by the contract only:

- in the case of misconduct;
- in the case of severe negligence of the owner, the legal representative, the management bodies or functions responsible for the fulfillment;
- for defects that AB TRASMISSIONI knowingly did not reveal
- if it exercises a specific warranty granted by AB TRASMISSIONI within the scope of the stipulation of a specific contract.

10.2 AB TRASMISSIONI's liability is considered excluded however, for reasons including, but not limited to, the following: Unsuitable or incorrect use, incorrect assembly or start up by the Purchaser or third parties, normal wear, neglect or negligent handling, incorrect or insufficient maintenance, use of improper equipment or products for operating the plant, non-compliant construction work, unsuitable flooring, influence of external chemical, electrochemical or electrical factors or for any other cause related to the inappropriate operation of the sold goods.

11. PRIVACY POLICY

With the purchase order, the Purchaser expresses consent for the process of their personal data, pursuant to art. 13 GDPR - Regulation (EU) 2016/679, after reading the specific policy available in a complete version on AB TRASMISSIONI's website. The processing, storage, transmission of the personal data take place in observance of all precautionary measures that guarantee its security and confidentiality, in compliance with what is specified in the GDPR, for the sole purpose to be able to effectively fulfill the obligations required by legal, civil and tax regulations connected to the economic activities of the business, including the management of collections and payments resulting from the performance of the contracts.

12. APPLICABLE LAWS

The product supplies carried out by AB TRASMISSIONI will be regulated, for anything not covered by these general conditions, by the applicable provisions of the Italian Civil Code. The Italian version of these general sales conditions is the only binding version.

13. COMPETENT COURT

13.1 The place of fulfillment for the supply and payment is Cento-Ferrara, Italy.

13.2 In case of a dispute, the competent court will exclusively be the legal headquarters of the supplier, AB TRASMISSIONI, but the latter shall have the right to take action toward the purchaser in front of any other competent court.

For acceptance

Date, Stamp and Signature of the Purchaser

The Customer expressly approves, in writing, pursuant to articles 1341 and 1342 of the Italian Civil Code, the following articles: 2. Contract finalization: 2.5. 4. Payment conditions: 4.1 - 4.2. 6. Delivery terms: 6.3. 8. Acceleration of payment, termination of the contract, retention of title: 8.1 - 8.2 - 8.3. 9 Warranty and claims: 9.6 - 9.7 - 9.10 - 9.12.10. Liability and compensation for damage: 10.1.

For acceptance

Date, Stamp and Signature of the Purchaser

DECLARATION OF CONSENT

Electronic invoice: I provide consent to send the invoices in digital format to the e-mail addresses indicated by me, with the obligation to print them myself on paper to file them as original copies of the invoices themselves.

General Sales Conditions – Professional Customers: I declare to operate in an entrepreneurial or professional area and that the commercial relationship created with AB Trasmissioni Srl is regulated by these General Sales Conditions.

Privacy Policy: I provide my consent to the processing of my personal data pursuant to articles 13 and 14 GDPR – Regulation (EU) 2016/679, having read the privacy policy available online at www.abtrasmissioni.it, and provided below.

Data processing: by signing this declaration of consent at the bottom, I provide my free, full and informed consent for the processing of my data to the extent of the purposes and methods as specified in the received policy and within the limits for which my consent is required by law.

For acceptance

Date, Stamp and Signature of the Purchaser