

ROLFO S.p.A. Unico Socio

Società soggetta ad attività di direzione e coordinamento di Rolfo Holding S.r.l.

Capitale sociale € 3.212.500,00 i.v. - R.E.A. n. 35729 della C.C.I.A.A. di Cuneo

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GENERAL TERMS AND CONDITIONS OF SALE

1. Preamble

- 1.1. The Sale Agreement (as defined hereinafter), whose object is the transfer of the ownership right on the Product (as defined hereinafter), is entered into by the ROLFO and the Buyer (the “**Parties**”) under the terms and conditions set forth in the present general terms and conditions of sale (“**General Conditions**”), which are published and available on the website <https://www.rolfo.it/it/en/general-terms> and deemed known and accepted by the Buyer with the issuing of the Order (as defined hereinafter).
- 1.2. Possible derogations and/or amendments to the General Conditions shall be effective only if specifically agreed upon in writing by the Parties.
- 1.3. The present GTC shall regulate, save for possible derogations and/or amendments specifically agreed upon in writing by the Parties, all present and future sales agreements between the Parties. Any possible general conditions of the Buyer shall not have any force unless they are expressly signed by ROLFO.
- 1.4. In the present General Conditions the word “**Product**” or “**Products**” shall mean the good or the goods that are subject of each sale agreement (the “**Sale Agreement**”).
- 1.5. The Sale Agreement, as well as the present General Conditions, are governed by Italian law and particularly by the United Nations Convention on Contracts for International Sale of Goods (Vienna, 1980), with the only exception for what provided for in clause 8 “Retention of title of Ownership”.
- 1.6. Any reference to commercial terms (such as Ex Works) is intended as a reference to the Incoterms® of the International Chamber of Commerce, in the text in force on the date the Sale Agreement is concluded.
- 1.7. The present General Conditions also apply, if compatible, when the Products are acquired by the Buyer through contract of exchange (barter) by means of which the Buyer transfers to ROLFO the title of ownership of used products and this latter transfers to the Buyer the Products.

2. Conclusion of the Sale Agreement

- 2.1. ROLFO submits to the Buyer an offer invitation, which expressly refers to these General Conditions (the “**Offer**”), which with the Buyer’s acceptance, to be made within its validity period (indicated in the Offer), becomes the Buyer’s binding purchase order (the “**Order**”). Upon written confirmation of the Order by ROLFO, the Sale Agreement is concluded and becomes binding and effective between the Parties.
- 2.2. The modifications of the provisions set forth in the Offer or in ROLFO’s Order confirmation are not valid and effective without ROLFO’s express written acceptance.
- 2.3. ROLFO reserves the right to unilaterally withdraw from the Sale Agreement, with written notice to the Buyer, being it understood that in such a case ROLFO shall solely reimburse without delay the Buyer any amounts already paid by the latter to ROLFO.

3. Samples, drawings, technical documents and specifications

- 3.1. Weights, sizes, prices, colours, and other data contained in the marketing catalogues, brochures, circulars, advertisements, figures, price lists, or other illustrative documents of ROLFO are mere indicative information; ROLFO pursues a policy of continuous improvement and therefore it reserves the right at any time without notice to make any modification in the design and in the form of the Products, provided that these modifications do not constitute a considerable alteration of the Product.
- 3.2. ROLFO does not guarantee the Product conformity to specifications or features, nor the suitability for specific uses, other than those expressly agreed upon in writing by the Parties.

4. Truck to be equipped by ROLFO equipment

- 4.1. The Buyer undertakes to supply to ROLFO truck tractors to be equipped according to the specifications and requirements indicated and shared by ROLFO with the Buyer as per mandatory features available for all truck tractor manufacturers and ROLFO Products.
- 4.2. The Buyer undertakes to inform ROLFO, within (2) two weeks from the delivery of the Offer executed, about the brand and specifications of the chosen truck tractor (in accordance to article 4.1) and of related information, including VIN Numbers and/or order number of the truck manufacturer, as well as the expected delivery date of the truck tractor at ROLFO premises.
- 4.3. It is understood that Rolfo does not assume any responsibility, even for any delays in the expected date of the delivery of the Products, in the event that the Buyer does not deliver the truck tractor to ROLFO by the date referred to in art. 4.2 above.
- 4.4. ROLFO is not liable in any way for any faults, defects, or non-conformities, obvious or hidden, of the received truck tractors.
- 4.5. It is understood that the truck tractors, whether owned by the Buyer or by third parties, are delivered to ROLFO in mere detention and for the sole and exclusive purpose to be equipped as agreed between the Parties.
- 4.6. It is also understood that, unless otherwise agreed in writing by the Parties, with the delivery of the truck tractors Rolfo does not assume any obligation of custody, and therefore ROLFO shall not be liable in any way or for any reason for any damage,

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loss or theft of the truck tractors, save in case of intentional or gross negligence conduct.

5. Delivery terms

- 5.1. ROLFO shall inform the Buyer of the actual date in which the Products will be ready for the delivery (“**Date of readiness for delivery**”) no later than 20 (twenty) days before such date. Therefore, all delivery terms indicated in the Offer, in the Order, in the order confirmation and in the invoice are merely approximate and forecasted, and they are not binding for ROLFO.
- 5.2. The Buyer undertakes to inspect and to take delivery of the Products promptly on the Date of Readiness for Delivery and, in any case, not later than 15 (fifteen) days from the aforesaid date (“**Take-over Deadline of the Buyer**”).
- 5.3. ROLFO shall not be liable for delays in the delivery due to force majeure (as determined in article 12), or to acts or omissions of the Buyer (e.g. failure to communicate the necessary data for the supply of the Products, lack of payment also related to previous supplies, delays in the delivery to ROLFO of the truck tractor and/or the truck chassis etc.) or to acts or omissions of a third party (e.g. delays in the delivery to ROLFO of the truck tractor and/or the truck chassis).
- 5.4. Unless otherwise agreed in writing between the Parties, the place of delivery shall be ROLFO's premises, Bra (Italy). The delivery of the Products shall be Incoterms® EXWORKS, ROLFO's premises, unless different INCOTERMS have been agreed in writing by the Parties.

6. Liquidated damages and express termination clauses

- 6.1. If for any reason the Buyer, following ROLFO's written confirmation of the Order as set forth in art. 2.1 above, communicates its will to cancel the Order or in any case to free itself from the Sale Agreement, the Buyer shall be deemed in material breach of the Contract and shall pay to ROLFO as liquidated damages an amount equal to 50% of the agreed price.
- 6.2. For each day of delay with respect to the Take-over Deadline of the Buyer referred to in the previous art. 5.2 liquidated damages equal to 0.5% (increased to 1% from the thirtieth day of delay) of the price of the Products to be delivered shall be due by the Buyer.
- 6.3. Notwithstanding and without prejudice to the liquidated damages for delay set forth under art. 6.2 above, in case of failure to collect the Products, after 40 (forty) days from the Take-over Deadline of the Buyer ROLFO shall have the right to terminate the Sale Agreement pursuant to art. 1456 of the Italian Civil Code, and the Buyer shall be obliged to pay to ROLFO as liquidated damages the amount equal to 50% of the agreed price.
- 6.4. The Parties mutually acknowledge that: (x) having regard to ROLFO's interest in the fulfilment of the Sale Agreement, the amounts of the liquidated damages provided for under the previous articles 6.1, 6.2 and 6.3 are deemed fair and not excessive; (y) the applicability of the above mentioned liquidated damages does not prevent ROLFO from claiming compensation for further damages; (z) ROLFO shall have the right to keep all the amounts eventually already paid by the Buyer as advance on the liquidated damages due.

7. Inspection of the Products and complaints

- 7.1. The Buyer has to examine the Product and/or cause them to be examined with due diligence and under penalty of forfeiture by the Take-over Deadline of the Buyer. Any complaints related to the Products shall be made in writing and shall precisely specify, under penalty of forfeiture, the detected defect and the Products identification or the components on which the defect was found. The Products for which a complaint is made shall have or can be requested to remain at Rolfo's disposal in order to be examined.
- 7.2. Should the Sale Agreement include goods not manufactured by Rolfo e provided by the Buyer (e.g., truck tractor), the Buyer shall not have the right to any claim against ROLFO with regard to possible defects or non-conformities of such goods and ROLFO is not entitled to receive any complaints or claims concerned and it is not liable for any defects and/or damages connected to such goods, being it understood that the Buyer shall indemnify and hold ROLFO harmless for any harmful consequences thereof.
- 7.3. The examination of the defects and the warranties of the Products manufactured by ROLFO are carried out on behalf of ROLFO, by Rolfo Service S.r.l. (Via 1 Maggio, 5 12042 Bra (Cn) Italy /email: assist@rolfo.com), in compliance with the provisions of these General Conditions. Rolfo Service S.r.l. informs the Buyer to which authorized workshop or other place the components and/or Products subject to complaint shall have to be brought.
- 7.4. In case of disagreement between the Parties on the type or extent of the defect, if the Parties do not reach an amiable solution within 60 (sixty) days from the complaint, the Product complained shall have to be made available for inspection by an expert jointly selected by the Parties.
- 7.5. It is understood that possible complaints or claims do not entitle the Buyer to suspend or however delay the payment of the price of Products complained, or of any other supply.

8. Retention of title

- 8.1. Unless otherwise agreed in writing by the Parties, ROLFO retains title of the Product delivered until it has received the full

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payment of their price.

- 8.2. The Buyer shall give evidence of the retention of title in favour of ROLFO on the Product and in any document related to the Products.
- 8.3. The retention of title is extended to the Product resold by the Buyer to third parties and to the price of such sale, within the maximum limits set forth by the law.

9. Prices

- 9.1. Unless otherwise agreed upon in writing by the Parties, the prices are deemed for the Product delivered Incoterms® 2020 Ex Works Bra, it being understood that any other costs or duty shall be held by the Buyer.
- 9.2. The prices agreed upon by the Parties are related to the single Sale Agreement: lacking a framework agreement fixing the price (or the modalities of its determination) for future contracts, the price of further supplies shall be agreed upon from time to time in relation to each single order.
- 9.3. The Parties acknowledge and agree that if, after the conclusion of the sale Agreement, increases occur - due to causes not attributable to ROLFO - in the costs that Rolfo incurs to produce and deliver the Products to the Buyer, the price of the Products agreed upon in the Sale Agreement may be increased by Rolfo.
- 9.4. Rolfo undertakes to notify the Buyer in writing of the increase referred to in art. 9.3 above no later than 180 (one hundred and eighty) days before the vehicle enters into production, and the Buyer shall be entitled to withdraw from the Sale Agreement by written notice to be sent within 7 (seven) days from the date of increase notification.

10. Payment Conditions

- 10.1. The payment of the price of the Products shall be made by the Buyer by irrevocable bank transfer at ROLFO's head office at the latest by the Take-over Deadline of the Buyer, unless otherwise agreed in writing by the Parties. The Buyer is not entitled to collect the Product until the entire price has been paid, unless otherwise agreed in writing by the Parties.
- 10.2. In case of late payment, the Buyer shall have to pay ROLFO an interest for late payment pursuant to Italian Legislative Decree 9 October 2002, n. 231. Any delay in payment exceeding 30 (thirty) days from the agreed date shall give ROLFO the right to terminate the Sale Agreement, with the right to retain as liquidated damages the part of the price already paid and to demand the return of the Products supplied, at the Buyer's care and expense.
- 10.3. The Buyer shall not be entitled to make any deductions from the agreed price (e.g., for an advance payment or in case of alleged Product's defects), or otherwise refuse or suspend the payment without prior written agreement with ROLFO. Furthermore, in case of delays in payment, ROLFO is entitled to suspend the performance of other supplies, until it has obtained the entire payment or an adequate payment guarantee.

11. Warranty

- 11.1. ROLFO warrants exclusively the Products manufactured by it pursuant to and within the limits of the contractual warranty which is regulated by ROLFO's warranty conditions delivered to the Buyer, who declares to have received and accepted them ("**ROLFO Warranty**")
- 11.2. In any case it is understood that:
 - 11.2.1. the duration of the warranty is equal to 12 (twelve) months, and shall be extended for further 12 (twelve) months, for a total of 24 (twenty-four) months, provided that the Buyer is in compliance with the inspection and the maintenance operations to be carried out in accordance with the provisions of the use and maintenance manual which is delivered to the Buyer together with the Product;
 - 11.2.2. the warranty is limited (i) to the replacement or inspection or repair of the Product, ROLFO being free to decide at its sole discretion which is the most appropriate remedy to remove the defect, (ii) to the labour costs necessary to carry out the replacements, inspections or repairs and (iii) to the shipping costs of the repaired or replaced parts;
 - 11.2.3. any liability of ROLFO in relation to the timing of the repairs and/or replacements and/or inspections under warranty is expressly excluded, except in case of fraud or gross negligence;
 - 11.2.4. works carried out under warranty does not extend the duration of the warranty in any way;
 - 11.2.5. ROLFO's warranty is absorbent and substitutive of any warranty or liability by law;
 - 11.2.6. except in case of fraud or gross negligence, any liability of ROLFO for damages suffered by the goods transported on the Product, for damages due to machine downtime and for loss of profit is expressly excluded;
 - 11.2.7. works under warranty are carried out by Rolfo Service S.r.l., also through third parties, in the interest of ROLFO.
- 11.3. It is the Buyer's responsibility to ensure that the Product is accompanied by all necessary, suitable and conforming documents for the use he intends to make of it, and he assumes all risks in this respect.

12. Force Majeure

- 12.1. Each Party shall be entitled to suspend the performance of its contractual obligations in the event that such performance is rendered impossible or unreasonably onerous due to an impediment beyond reasonable control, for example: strikes, boycotts,

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lockouts, fire, earthquake, flood, war (whether declared or not), civil war, riots or revolution, requisitions, embargoes, power failures, delays in delivery of components or raw materials.

- 12.2. Should the suspension due to force majeure last for more than 6 (six) weeks, each Part shall have the right to terminate the Sale Agreement by giving 10 (ten) days' notice in writing to the other Party.

13. Contract of exchange

- 13.1. In case of contract of exchange set forth in art. 1.6, it is agreed that the products offered by the Buyer shall be in normal condition of use. ROLFO and its technicians shall check the conditions of such goods. Should the products offered by the Buyer not be in normal conditions of use as requested by ROLFO, ROLFO shall have the right not to accept the transfer of such products and to require from the Buyer the full payment in cash of ROLFO's Products.

14. Dispute resolution

- 14.1. The Court of Asti shall have exclusive jurisdiction with respect to any disputes – included those of non-contractual nature - arising out of, or related to or connected to the Contract, without prejudice to ROLFO's to bring an action before the competent Courts of Buyer's domicile.
- 14.2. If the Buyer has its seat outside the European Union, all disputes - included those of non-contractual nature - arising out of, or related to or connected to the Contract, shall be finally settled by arbitration, ritual and *di diritto*, under the Rules of Milan Chamber of Arbitration (which are deemed to be incorporated by reference into this clause) by three arbitrators, two of them appointed respectively by each Party and the third, as President, by the two party-appointed arbitrators. The seat shall be Milan, the language English. The Arbitral Tribunal shall not have power to issue interim or provisional measures. All non-arbitrable disputes shall be exclusively submitted to the Court of Asti.

15. Data protection

- 15.1. The Parties undertake to comply, each Part in its own sphere and for the execution of this Agreement, with the provisions under the Regulation (EU) 2016/679 (GDPR), as well as any other national laws or regulations and any measures adopted by the competent data protection national Authority.
- 15.2. In this respect, the Parties agree and acknowledge reciprocally that each Party shall process personal data for its own purposes as data controller pursuant to Article 4(1)(7) of the GDPR.
- 15.3. The Parties acknowledge and understand that, acting as data controllers, they will be, each on their own, responsible for the fulfillment of the obligations of the data controller under the GDPR and its subsequent updates and amendments. The Parties hereby undertake to keep each other indemnified and hold harmless from any objections raised by the data subjects on the basis of their rights provided by the aforementioned legislation for the unlawful processing of personal data, as well as any other objection that may be raised by the competent national authority for the protection of personal data.

16. Industrial and Intellectual Property

- 16.1. The Buyer expressly acknowledges that all the industrial and/or intellectual property rights, including but not limited to trademarks, patents, utility models, software and commercial secrets, on the Products, as well as on the information related to them, are the exclusive property of ROLFO ("**Intellectual Property**").
- 16.2. The Buyer shall refrain from carrying out, directly or indirectly, and shall ensure, also pursuant to art. 1381 of the Italian Civil Code, that its employees, collaborators, customers, subcontractors and/or controlled companies refrain from carrying out any action or omission susceptible to prejudice or limit the validity or effectiveness of the industrial and/or intellectual property rights owned by ROLFO.
- 16.3. In particular, the Buyer undertakes:
- 16.3.1. not to use and/or register, directly or indirectly, in whole or in part, trademarks, commercial names, logos and, in general, distinctive signs which are identical and/or similar to those of ROLFO
- 16.3.2. not to challenge, directly or indirectly, in whole or in part, anywhere in the world, the ownership and/or validity of the Intellectual Property.
- 16.4. The Buyer undertakes to promptly inform ROLFO of any act and/or fact of third parties that may constitute an infringement of the Intellectual Property of which it has become directly and/or indirectly aware. The Buyer also undertakes to forward to ROLFO any contestation and/or warning received in relation to the use of the Products.

17. Miscellanea

- 17.1. Failure of either Party to enforce any of the provisions of the Sale Agreement or any right with respect thereto, shall in no way be considered a waiver of such provision or right and shall not preclude or prejudice such Party from later enforcing or exercising the same or other provisions or rights which they may have under the Sale Agreement.
- 17.2. Should any clause or sub-clause or part of a clause in the Sale Agreement be held to be invalid, all other terms of this



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Agreement, legally or functionally independent, shall remain in full force and effect, without prejudice of Article 1419.1 of the Italian Civil Code.