

## **GENERAL CONDITIONS OF SALE OF USED GOODS**

### **1. Foreword**

1.1 These General Terms and Conditions, unless specifically agreed upon in writing, shall govern all present and future contracts of sale between the parties. Any general terms and conditions of the Buyer shall not apply unless expressly accepted in writing.

1.2 All sales contracts between the parties, as well as these General Terms and Conditions, are governed by Italian law with the express exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna 11 April 1980).

### **2. Terms and place of delivery**

2.1. The delivery date is exclusively the date confirmed by Rolfo Evolution S.r.l. B.U. Used & Special in writing.

2.2. Unless otherwise agreed upon in writing, the delivery of the Product shall be intended Ex Works (in force at the date of delivery) Rolfo Evolution S.r.l. B.U. Used & Special premises and this also when it is agreed that the delivery or part of it is taken care of by the Seller. In any case, whatever the delivery terms agreed upon by the parties, the risks shall pass to the Buyer at the latest when the Product leaves Rolfo Evolution S.r.l. B.U. Used & Special premises.

2.3. Any compensation for damages for non-delivery or delayed delivery of the Products is expressly excluded, except in the case of intent or gross negligence of Rolfo Evolution S.r.l. B.U. Used & Special.

### **3. Payment**

3.1. Payment shall be made at the latest upon collection of the Product from Rolfo Evolution S.r.l. B.U. Used & Special.

3.2. If Rolfo Evolution S.r.l. B.U. Used & Special has reason to fear that the Buyer cannot or does not intend to pay for the Products on the agreed date, Rolfo Evolution S.r.l. B.U. Used & Special may make the delivery of the Products subject to the prior provision of adequate payment guarantees (e.g. bank guarantee).

### **4. Liability for defects**

4.1. Upon delivery, the Buyer shall exhaust the Product with diligence or have it exhausted. In any case, the Buyer shall accept the Product in the condition and state of use in which it is found.

4.2. It is the Buyer's responsibility to ensure that the Product is accompanied by all necessary, suitable and compliant documents for its intended use and assumes all risks in this respect.

4.3. It is understood that any complaints or claims do not entitle the Buyer to return the Product, to suspend or in any case delay payments for the disputed Product or other supplies.

4.4. With the exception of cases of willful misconduct or gross negligence, any liability of Rolfo Evolution S.r.l. B.U. Used & Special for defects and/or flaws of the Product is expressly excluded, also with reference to any consequential or indirect damages. Rolfo Evolution S.r.l. B.U. Used & Special liability for any lack of conformity or suitability of the documents accompanying the Product is also excluded.

4.5. It is understood that Rolfo Evolution S.r.l. B.U. Used & Special willingness to carry out repairs or replacements does not in any way derogate from the liability regulations of these General Terms and Conditions.

### **5. Jurisdiction**

Any and all disputes arising out of or in connection with the present agreement shall be subject to the exclusive jurisdiction of the courts of Rolfo Evolution S.r.l. B.U. Used & Special. However, notwithstanding the foregoing, Rolfo Evolution S.r.l. B.U. Used & Special has the right to bring the dispute before the competent court at the seat of the Buyer.

Pursuant to Art. 1341 of the Italian Civil Code, the purchaser hereby declares that he approves Art. 2, Art. 4 and Art. 5.