

## GENERAL CONDITIONS OF REPAIR

**1. Object.** These General Repair Conditions (hereinafter referred to as "CGR)", where not derogated by a specific written agreement between the parties, are to be considered an integral and essential part of the request or contract concerning the services indicated in point 2 below and are considered valid for any request or for any contract signed between Aliauto Italia S.r.l. and the Customer. These CGR are also valid for future contractual relationships between Aliauto Italia S.r.l. and the Customer, even if they are not explicitly agreed again. Aliauto Italia S.r.l. reserves the right to modify the content of the GCS at any time and without notice. The Customer acknowledges and accepts that any contractual terms and / or general conditions prepared by the Customer, if different from these CGR, will not be applied in the commercial and contractual relationships between Aliauto Italia S.r.l. and the Customer, even if the same should be mentioned and / or referred to in any document or communication exchanged between Aliauto Italia S.r.l. and the Customer.

**2.Services.** By Services we mean: (i) the repair, also through the installation and / or replacement of spare parts, of hydraulic equipment and industrial machines by Aliauto Italia S.r.l. on Customer products (hereinafter "Products" or, in the singular, "Product"); (ii) the execution of Product review or testing services.

**3. Customer Service Requests.** The Customer who intends to make use of the Services by Aliauto Italia S.r.l. must send, at its own expense, the Product together with a written request (also by fax or e-mail) in which the following information is indicated: (i) machinery for which the Service is requested (Brand, model, year of production, serial number); (ii) description of the malfunction found and, where possible, of the possible causes. The request by the Customer constitutes a firm and irrevocable contract proposal. It is understood that there is no obligation on the part of Aliauto Italia S.r.l. to comply with the Customer's requests and / or formulate offers or estimates. If the extent of the original request were to be extended or changed at the request of the Customer with respect to what was originally agreed, a separate additional request would be necessary.

**4. Repair Offer.** Aliauto Italia S.r.l., after examining the Product if possible, will communicate, also by fax or e-mail, a repair estimate (hereinafter the "Estimate") specifying: (i) type of Service or description of the processing; (ii) indicative times for the execution of the Service, starting from the written acceptance of the Customer; (iii) cost estimate of the service; (iv) terms of payment. The Customer accepts that any estimates made without Aliauto Italia S.r.l. having carried out a direct examination of the Product are not binding for Aliauto Italia S.r.l., which, therefore, reserves the right to make any unilateral changes to the Estimate that it deems appropriate when the Product is made available. The Estimate must be accepted in writing by the Customer, also by fax or e-mail, within the deadline indicated in the Estimate itself or, failing this, within the term of 7 (seven) working days from the date of receipt. In case of non-acceptance in writing of the Quote within the period indicated above, it will automatically lose its effectiveness and the Customer must immediately collect the Product. The Customer expressly accepts that Aliauto Italia S.r.l. will have the right to request reimbursement of costs incurred for the purpose of examining the Product and / or for the preparation of the Estimate in case of non-acceptance of the Estimate or if Aliauto Italia S.r.l. you believe that the repair cannot be performed. The sending of a request and the acceptance of the Quote by the Customer entail the simultaneous acceptance of these CGR. If, during the repair and / or testing phase it is appropriate and / or necessary, at the sole discretion of Aliauto Italia S.r.l., to carry out work or replace components not expressly indicated in the Estimate, Aliauto Italia S.r.l. will, where possible, inform the Customer, sending him / her in the manner provided above, a new Estimate where the times and costs for the Service will be indicated. In case of non-acceptance by the Customer, the latter must immediately collect the Product, paying Aliauto Italia S.r.l. the costs of the activity carried out until then. The Customer acknowledges and accepts that if the need to carry out work and / or replace components not included in the Estimate arises during the testing phase, Aliauto Italia S.r.l. will, where possible, inform the Customer, sending him in the manner provided above, a new Estimate indicating the times and costs for the Service

### Aliauto Italia Srl



calculated pursuant to articles 6 and 7. It is understood that articles 1659, 1660 will not be applied and 1661 of the civil code.

**5. Terms of performance of the service.** The term for the execution of the Services will never be considered peremptory and essential, unless by specific written agreement between the parties. In no case will be recognized direct or indirect damages caused by non-compliance with the terms of execution.

**6. Price.** The Customer will be required to pay Aliauto Italia S.r.l. the amount indicated in the Offer. In the event that it was necessary to perform activities and / or replace components not subject to the Estimate during the testing phase, as indicated in the previous art. 4, the amount will be calculated on the basis of the time actually used for the Service, valued according to the Tariff of Aliauto Italia S.r.l. in force at the time the Service is provided, in addition to the cost of spare parts and consumables used. In any case, Aliauto Italia reserves the right to vary the price of the Services in consideration of any cost increases due to any factor beyond the control of Aliauto Italia S.r.l. including, but not limited to: foreign exchange fluctuations, currency regulations, changes in customs duties, significant increases in the cost of materials or labour, or any changes in supplier delivery terms. The prices indicated by Aliauto Italia S.r.l. are net of transport and installation costs and any value added tax or other applicable taxes, which will be borne by the Buyer.

**7. Execution of the Service - Terms of return.** Aliauto Italia S.r.l. will notify the Customer, also by fax or e-mail, of the successful execution of the Service and the final consideration calculated according to the criteria referred to in Article 6, indicating that the Products can be collected. Unless otherwise agreed in writing between the parties, the replaced parts will be returned together with the Product. Without prejudice to any different written agreements, the Products will be made available at the factory of Aliauto Italia S.r.l. situated in Via Il Giugno, 80 41037 Mirandola (MO), therefore all costs, risks and responsibilities inherent to the transport remain entirely the responsibility of the Customer. If the Customer does not collect the Product, he will still have to make the payment of the amount due. In any case, should theft and / or damage to the goods transported occur, Aliauto Italia S.r.l. he will not answer for it.

**8. Terms of payment.** Payment for the Service must be made by the Customer by bank draft or bank transfer within the deadline indicated in the Offer. If, by specific written agreement between the parties, Aliauto Italia S.r.l. should provide for the transport of the Product to the place indicated by the Customer, the payment must be made in advance, by bank transfer, at the time in which Aliauto Italia S.r.l. will notify the Customer of the successful execution of the Service. The costs for making the payment will be borne by the customer, unless otherwise agreed in writing. The payment terms indicated are to be considered essential. Any delay or irregularity in payment will give Aliauto Italia S.r.l. the right to suspend the Service and / or to terminate the contracts and / or to suspend any further performance in place in favour of the Customer, even if not relating to the payments in question, as well as the right to compensation for any damages. In the event of non-payment within the allotted term, the Customer must be deemed to be in default for all purposes of the law and conventional interest will be due for the delay in the annual amount provided for by Legislative Decree no. 231/02. If a deferred payment is agreed for each invoice in successive instalments or multiple invoices with subsequent deadlines, failure to pay even one of the deadlines will entail the right of Aliauto Italia S.r.l. to suspend the Services still in progress and the Customer's automatic forfeiture of the benefit of the term granted, with the consequent obligation of the latter to provide for the immediate payment of all the Services carried out in his favour by Aliauto Italia S.r.l.

**9. Guarantees.** Aliauto Italia S.r.l. guarantees that the Services will be performed diligently and in accordance with applicable professional standards. The Buyer is required to examine the Product and carry out testing at the time of delivery. If the repair proves to be non-compliant with the contract, Aliauto Italia S.r.l. is only obliged to repair the defect. This does not apply if the defect is not relevant to



the interests of the Customer or if it is attributable to the latter or to any third parties not authorized by Aliauto Italia S.r.l. If there is a defect that does not compromise the functionality of the Product, the Customer cannot refuse to accept the repair. If the test is delayed without Aliauto Italia S.r.l. being responsible for it, at the end of two weeks from the notification of the conclusion of the repair, it shall be deemed accepted.

This also applies in the case of a partial use or withdrawal of the Product by the Customer, for the state of operation, production or other actual commissioning. With testing and acceptance, the responsibility of Aliauto Italia S.r.l. lapses for obvious defects. The costs of testing are charged to the customer. Any complaint of defects and/ or non-conformities hidden from the Services must be received in writing to Aliauto Italia S.r.l., under penalty of forfeiture, within 15 (fifteen) days from discovery and in any case no later than the 12-month limitation period from delivery. Subject to the above deadlines, will not be considered valid complaints of defects and / or non-conformities received by Aliauto Italia S.r.l. not formulated in writing and not indicating expressly and in detail the nature and/ or type of defect and/ or discrepancies found by the Customer. Aliauto Italia S.r.l. shall have the right to examine the Product and the Customer shall make the Product available at his own risk and expense, if necessary, also at the Aliauto Italia S.r.l. If Aliauto Italia S.r.l. acknowledges the existence of the defect and/or the discrepancy, it will agree with the Customer on the times and methods of its repair. Otherwise, Aliauto Italia S.r.l. reserves the right to request reimbursement of the costs incurred for the purposes of verification. The Customer may not make any exception in order to avoid or delay the fulfilment of its obligations. Aliauto Italia S.r.l. shall in no way be held responsible or assume any guarantee in relation to any malfunction and/or damage resulting from the work of the Customer or third parties that the same has used after the intervention of Aliauto Italia S.r.l. and/or arising from the failure to comply with the requirements provided by Aliauto Italia S.r.l. in relation to the methods of use, preservation or maintenance of the Products subject to repair. The effects arising from wear and tear related to the use of the machinery are also not covered by the warranty. This guarantee, without prejudice to the applicable mandatory laws, is the only guarantee provided by Aliauto Italia S.r.l. in relation to the Services. The warranty is expressly provided in lieu of any other warranties or representations, whether express or implied, including any warranties relating to the suitability of the Services in relation to the pursuit of the Customer's sales objectives or the achievement of Customer's results. Aliauto Italia S.r.l. is liable for damages to persons or property, originating from the Services, only in the event of its proven negligence in the execution of the same; in no case may it be held liable for indirect or consequential damages, production losses or profits. In any case, the liability of Aliauto Italia S.r.l. shall be limited to the damage that could objectively be foreseeable and, in any case, to the price paid by the Customer for the Services, excluding any other damage. Subject to the foregoing, the Customer will indemnify Aliauto Italia S.r.l. in all actions of third parties based on liability arising from the Services and will indemnify the damages resulting from the related claims. On any spare parts installed by Aliauto Italia S.r.l., the Customer will benefit exclusively from the guarantee provided by the supplier referred to in the General Conditions of Sale of Aliauto Italia S.r.l.

**10. Custody - Limitation of Liability.** During the time necessary for the execution of the Service and until the communication referred to in art. 7, the Products will be kept according to the standards commonly applied by Aliauto Italia S.r.l. for safekeeping. In the event of any damage / deterioration caused to the Products by a fortuitous event or force majeure, during the period in which they are held in custody by Aliauto Italia S.r.l., the latter will not be liable beyond the limits of any insurance compensation. From the moment of the communication referred to in art. 7, any burden, risk and responsibility inherent to the Product will be borne by the Customer. Without prejudice to the limits of the law, the liability in any capacity (i.e. contractual and / or non-contractual liability) of Aliauto Italia S.r.l. for any damage suffered by the Customer and / or by third parties in relation to the Services provided and, in any case, following the non-fulfilment of Aliauto Italia S.r.l., it must be considered conventionally limited to a value not exceeding the total amount actually received by Aliauto Italia S.r.l. for the performance of the part of the Service whose execution has given rise to liability. The Services are to be understood as provided in the exclusive interest



of the Customer, who remains the one and only beneficiary / recipient of the same. No responsibility can be ascribed to Aliauto Italia S.r.l. for claims raised by third parties other than the legitimate beneficiaries / recipients of the Services. The Customer undertakes to indemnify and hold Aliauto Italia S.r.l. harmless. from any damage suffered by the same as a result of claims coming from subjects other than the beneficiaries / recipients of the Services.

**11. Right of retention.** Pursuant to Article 2756 of the Italian Civil Code civ, the credits of Aliauto Italia S.r.l. for the consideration of the Services provided are assisted by a special privilege on the Products. Aliauto Italia S.r.l. may therefore withhold the Product until full payment by the Customer of the amount due and arrange, in the event of non-payment of the Service, in the forms provided for by law, for the sale of the Product. In any case, it is understood that, without prejudice to the right of Aliauto Italia S.r.l. to obtain compensation for damages suffered, all expenses incurred by Aliauto Italia S.r.l. for the conservation and custody of the Product will be charged to the Customer. All rights of Aliauto Italia S.r.l. remain valid. required by law in relation to unpaid amounts.

**12. Force Majeure.** In all cases of force majeure that may occur (by way of example, but not limited to: lack of supplies and raw materials, even partial, fire, floods or other events that prevent or reduce the production capacity of Aliauto Italia S.r.l.), Aliauto Italia S.r.l. will be entitled to an extension for a period equal to the duration of the impediment, provided that it promptly notifies the Customer in writing of the occurrence of force majeure. After three months from the communication and the situation of force majeure persisting, the Customer may terminate the contract by means of written communication by registered letter with return receipt. or via PEC. Any sums paid as a deposit / down payment will be retained by Aliauto Italia S.r.l., which, in any case, will not be bound by any obligation to pay damages to the Customer for any direct or indirect damages connected with or deriving from the delayed or non-execution of the contract.

**13. Confidentiality.** Any drawing or technical document that allows the realization of the Services or of their parts returned to the Customer remains the exclusive property of Aliauto Italia S.r.l. and cannot be copied, reproduced, transmitted to third parties without the prior written consent of Aliauto Italia S.r.l., which also remains the exclusive owner of all industrial or intellectual property rights relating to it. Any technology and / or production and commercial information of the parties (including technical devices, design and information) whether or not patented, must be treated as essentially confidential and will not be used or disclosed without prior written authorization.

**14. Ethical code.** The Customer declares to know the provisions of Legislative Decree No. 231/01 and to have read the Code of Ethics of Aliauto Italia S.r.l. In particular, the Customer declares to carry out his business in compliance with the provisions of the aforementioned legislative decree and in line with the behavioural principles of Aliauto Italia S.r.l., as better specified in the aforementioned Code of Ethics.

**15. Applicable law - Jurisdiction.** Although not expressly provided for by these CGR, the rules of the Italian Civil Code will apply. The competent court for any dispute relating to the interpretation, validity, effectiveness, execution of these GCS and the individual repair contracts governed by them will be that of Modena and the applicable law will be the Italian one.



Date\_\_\_\_\_

Stamp and signature of the Customer \_\_\_\_\_

The following clauses are expressly confirmed: **4. Repair estimate. 5. Terms of performance of the service. 7. Execution of the Service - Terms of return. 8. Terms of payment of the consideration. 9. Guarantees. 10. Custody - Limitation of Liability. 12. Force majeure 15. Applicable law - Jurisdiction.**

Date\_\_\_\_\_

Stamp and signature of the Customer \_\_\_\_\_