

## GENERAL SALE CONDITIONS

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### **Art. 1. Delivery item**

Lochmann Cabine S.r.l., hereinafter referred to as Seller, undertakes to manufacture and deliver the delivery item, which consists of the product defined in the common price list:

The delivery item is an after-market product, which is therefore best adapted to an existing tractor/vehicle. These conditions may affect the cabin performance in case of e. g. dust, rain, noise, etc.

In addition, the Buyer is obliged to check the correctness and completeness of all accompanying parts (kits, special equipment) within and at the latest up to the deadline of 7 days from the receipt of the cabin.

### **Art. 2. Price and paying conditions according to the price list AM**

The sales price does not include the costs and expenses for special packaging, transport, assembly, supply of additional accessories, training courses for the user's personnel or other special services, unless Lochmann Cabine S.r.l. has expressly stated these in the order confirmation.

Payments must be made in Euros and within the deadlines indicated in the order confirmation. The place of performance for payments is Lochmann Cabine S.r.l.'s registered office. All payments must be made without deduction of bank charges and/or other fees (shareholding conditions).

In the event of a default in payment, default interest on the commercial transaction will be charged in accordance with the statutory provisions.

### **Art. 3. Delivery/delay**

The delivery terms, confirmed on the Seller's order confirmation and communicated to the Buyer, are considered binding.

In case of significant changes to the production planning, the Seller reserves the right to submit to the Buyer economic updates resulting from the changes itself.

In the event of repeated anomalies/delays in payment by the Buyer regarding the supplies made, the Seller reserves the right to cease further deliveries until clarification of all outstanding payments. The Buyer has to be informed in written form. The Buyer has no right to charge any additional fee or any compensation arising from the suspensions of supplies.

The delivery dates are considered to be respected when the delivery item is delivered without any damage and free of rights of third Parties.

If for any reason, with exception due to force majeure, the agreed delivery dates are not respected, the Parties shall jointly establish a new delivery schedule.

If the Seller does not meet the agreed delivery dates, it is his duty to do everything reasonable to minimize the delay.

#### **Art. 4. Obligations of the Buyer**

The Buyer must provide to the Seller all the technical documents and the information necessary for the correct execution of the delivery item.

If the handing over of any of these documents or information is delayed, the Seller has the possibility to delay the delivery for the same amount of time of the accumulated delay caused by the Buyer.

#### **Art. 5. Spare parts**

The Seller accepts to supply and sell to the Buyer the spare parts normally supplied in after-market. The Buyer purchases these parts exclusively from the Seller.

The Seller undertakes to deliver spare parts and components subject to wear and tear for a period of ten years after the delivery of the item.

However, the supply of components purchased from third Parties is subject to the continued existence of such components on the market.

The prices of the spare parts will be defined and updated by our spare parts department.

#### **Art. 6. Guarantee**

The guarantee is valid for the following:

- Regarding the products, according to the expiry date of the shortest period of 12 (twelve) months after the delivery of the final product to the first final customer or 15 (fifteen) months after the delivery of the products to the Buyer.
- regarding the spare parts, according to the expiry date of the shortest period of 12 (twenty)

months after the delivery of these parts to the first final customer or 12 (twenty) months after the delivery of these parts to the Buyer.

After the repair, overhaul or replacement due to a justified guarantee claim, the residual guarantee covering spare parts for the above-mentioned products, will be valid in any case for a maximum of 12 (twelve) months. Replacement of spare parts for repair will be delivered to the destination location defined for the cabins.

The guarantee of the Seller does not include the following points:

- Replacement or repair resulting from normal wear and tear of the material/component, damage and accidents caused by negligence, insufficient supervision and maintenance or incorrect use of the Seller's products, components and/or assemblies such as glasses, lights etc.

The guarantee consists of the repair, the modification or the replacement of parts or the entire delivery recognized as defective. This must be done within the shortest time, with the application of the timing and the hourly cost of labor within the agreed terms.

The maximum hourly rate fixed together with the Seller for repair work by the Buyer and/or third parties is € 30,00.

Any repair, modification, replacement, etc. must be agreed in advance between the Seller and the Buyer. The Seller does not bear any costs for activities ordered by the Buyer without prior written confirmation on the part of the Seller.

If the Buyer does not follow the cabin assembly instructions precisely, the guarantee will be immediately voided.

At the time of the official order accepted by the Seller, the right of withdrawal cannot be exercised.

## **Art. 7. Liability**

The Seller's liability is limited to the value to be defined according to the purpose of the delivery. The Seller's liability excludes all indemnity obligations for:

- profit loss
- indirect and intangible damage
- accidents at work
- any other direct or indirect damage for which the repair has not been charged to the Seller and accepted by the same.

### **Art. 8. Claims for defects**

If a defect on a Lochmann cabin is duly detected, a repair must be arranged for this cabin within a reasonable period of time.

Only if this is not the case, the Buyer is entitled to act against Lochmann in accordance with the conditions of this contract.

### **Art. 9. Force majeure**

Cases of force majeure are only those dependent on: government acts, natural disasters, fires, explosions, wars, civil wars, revolts, sabotage, revolutions, floods, hurricanes, embargos, epidemics or national strikes.

If an event of force majeure makes it impossible for the Parties to meet one or more of their obligations of this contract, the Party affected by the event must notify the other Party in writing as soon as the event is foreseen or within 48 hours from the time it occurred in case of unpredictability.

If the event is correctly recorded, the affected Party may be considered exempted from the obligations under this contract for the duration of the event of force majeure.

Should the event of force majeure continue for more than thirty days, the Parties are going to meet to agree on the modalities for the continuation of the contract.

Any termination does not relieve the Parties of their obligations acquired prior to the termination of this contract. In this case, the Seller is indemnified as follows:

- for the total/partial value of the single section of the contract
- for the total/partial cost foreseen for the realization of possible prototypes.

### **Art. 10. Contract termination**

The parties may terminate the contract based on the conditions referred to in Art. 9 of these general sales conditions. Notice of termination must be given in writing.

Either Party may refuse legitimately the performance of its obligations if it is obvious that the other contracting Party will not fulfil a substantial part of its obligations due to:

- serious deficiency with regard to its ability to fulfil or its solvency
- the way in which it prepares to perform or fulfil these general sales conditions

The termination of the contract releases both Parties from their obligations, except the right to compensation for any damages that may still be due. This shall not affect the terms of the contract relating to the settlement of disputes or the rights and obligations of the Parties in the event of termination of the contract.

The Party who has performed the whole or a part of the contract may require the other Party to return what has been supplied or paid for in execution of the contract.

If both Parties are obliged to make refunds, they must do so at the same time.

### **Art. 11. Applicable law and place of jurisdiction**

These general sales conditions are regulated and interpreted according to the Italian law. The Vienna Convention on the International Sale of Goods does not apply. Any dispute that may arise as a result or in connection with these general sales conditions is subject only to the jurisdiction of the Court of Bolzano, Italy.

### **Art. 12. Other agreements**

Neither of the two Parties may be allowed to assign or subcontract these general sales conditions in whole or in part to a third Party without the approval of the other Party.

Should any clause, agreement or provision of the general sales conditions be or become invalid, this shall not affect the validity of the remaining contract.

Failure to apply one of the provisions of these general sales conditions or a single purchase contract, or failure of either Party to oblige the other Party to perform its contractual obligations or obligations deriving from a single purchase contract, shall not be construed as a waiver of such provisions or obligations.

No waiver shall be considered valid unless expressed in writing and duly signed.

The delivered goods remain the property of the Supplier until full payment has been received. There are no verbal agreements, warranties, representations, declarations, agreements that could have effect on these general sales conditions. All previous negotiations, declarations and agreements are deemed to be integrated in this contract, that replaces, cancels and dissolves all previous contracts, commitments or agreements.

### **Art. 13. Intellectual property**

The intellectual property of any projects, ideas and solutions that the Seller carries out during the development and production phase of the product supplied to the Buyer, must not be disclosed to third parties except with the express written agreement of the Seller.

### **Art. 14. Privacy statement**

Lochmann Cabine S.r.l. with head office in Zona Industriale San Lugano 6 - 39040 Trodena (BZ) as data controller informs, pursuant to art. 13 of D.Lgs. 196/2003, that the personal data acquired, also verbally, directly or through third parties are stored in its computer and paper archive and will be used exclusively for the fulfilment of contractual, fiscal, accounting and other obligations deriving from mandatory laws, customer and supplier management, internal control and analysis services, sending administrative, commercial and promotional material.

The provision of the requested/acquired data is indispensable for the fulfilment of the above obligations and a missing consent could result in the non-performance of the contract. The processing will be carried out using manual or computer systems by subjects authorized to carry out these tasks, identified in accordance to the law and aware of the constraints imposed by D.Lgs. 196/2003.

The processing will be carried out with the use of measures to guarantee the confidentiality of the data and to avoid access to the data by unauthorized third Parties. The data may be communicated within the scope of what has been specified and for exclusive functional reasons to institutions, agencies, consultants and free professionals, credit institutions, insurance companies and clients. In relation to the same data, it is possible to exercise the rights provided by art. 7 s. s. D.Lgs. 196/2003 through a simple written request to the writer. In the same way, the customer himself undertakes to process the personal data of Lochmann Cabine S. r. l., of which he has been, he is or will be in possession, considering the obligations and fulfilments of the art. 13 of D.Lgs. 196/2003.