

GENERAL SALES CONDITIONS OF MOTORS AND SPARE PARTS

Art. 1 – Stipulation of the agreement

The buy and sale agreement is regulated by the following general conditions. It is concluded with the written sales offer by BU Power Systems Italia srl followed by the written order confirmation by the same, which shall be initialled with double signature by the Client. The Client shall specifically identify the product object of the purchase indicating the quantity, type and product code indicated in BU Power Systems Italia srl's price list, in lack of which BU Power Systems Italia srl shall be relieved from any liability for the wrong supply of the purchased product. BU Power Systems Italia srl undertakes to provide only the services indicated in the order confirmation, excluding any additional or further service such as, for example, transport, shipping, installation, assembly, mounting of the purchased product. The object of the buy and sale agreement consists of products which must be necessarily installed or incorporated into completed and finished third party's machines.

Art. 2 – Resolution of the agreement

This agreement is terminated by right through simple written notice by BU Power Systems Italia srl, without notice and without any obligation of indemnity and/or refund towards the Client, pursuant to art. 1456 Civil Code, in case BU Power Systems Italia srl declares to avail itself of this clause for having discovered the state of insolvency /business unreliability of the Client determining the revocation and/or reduction of the insurance loans granted to BU Power Systems Italia srl by its insurance company. Should the Client sell, at any title, the products object of the supply without having previously integrated and incorporated them into completed and finished machines, BU Power Systems Italia srl can apply a penalty to the Client, not exceeding 7% of the sale price of the product.

Art. 3 – Prices

The prices are those indicated in BU Power Systems Italia srl's price list; unless otherwise agreed in writing, the prices are expressed in Euro and are intended ex-works, net of potential discounts (which must be agreed in writing), transport, shipping, insurance costs, taxes and levies. The prices include standard packaging costs; the Client can request a different packaging in writing, paying for the relative costs. In case the prices indicated in the price lists are subject to increases due to causes not ascribable to BU Power Systems Italia srl, the latter will be entitled to increase in turn the prices applied to the Client in relation to the increase to which it was subject, even to already confirmed orders, notifying the Client. Should said increase exceed 20% of the price indicated in the order confirmation, the Client will have the faculty to terminate the agreement, providing a written notice to BU Power Systems Italia srl within 5 days from receiving the above-mentioned notice, in lack of which the price increase is deemed accepted by the Client.

Every solar year, BU Power Systems Italia will issue two price lists for spare parts: one applicable to orders confirmed from 01.01 to 31.05 and one applicable for orders confirmed from 01.06 to 31.12.

Art. 4 – Payment conditions

The place where the payment is issued is at the office of BU Power Systems Italia srl in Colverde (Como). Unless otherwise agreed in writing, the payment shall take place in one transaction upon delivery of the purchased product. Any other payment condition is voided in case BU Power System Italia srl's insurance company revokes or reduces the loan assigned to the client or the purchase value does not fall within the liquidity of the loan assigned. In case payment by instalments is agreed, the sale is subject to reserved ownership and BU Power Systems Italia srl retains the title of the purchased product pursuant to art. 1523 and subsequent articles of the Civil Code; in the event of Client's insolvency, the parties agree that the instalments paid shall be acquired by BU Power Systems Italia srl as indemnity pursuant to art. 1526 Civil Code. Should the client fail to pay or delays the payment upon the agreed deadlines, he/she will lose the benefit of the term and any discount and/or benefits potentially granted; BU Power Systems Italia srl can also suspend the execution of any order or agreement not yet fulfilled, request the payment of default interests pursuant to Legislative Decree no. 231 of 2002 and in case the payment delay exceeds 20 days, terminate the agreement pursuant to art. 1456 Civil Code, granted refund of damages. The Client waives since now, pursuant to art. 1246 Civil Code, to compensate his/her credits for the compensation of potential damages with credits of BU Power Systems Italia srl constituting the purchase price.

Art. 5- Delivery

Unless otherwise agreed in writing, the delivery place of the purchased product is the

office of BU Power Systems Italia srl in Colverde (Como) or production plants of BU Power Systems Italia srl's suppliers. The delivery terms indicated in the order and order confirmation are indicative and not binding. However, the parties agree that the delivery of the purchased product within 120 days from the term indicated in the order confirmation does not constitute breach or delay in the delivery.

BU Power Systems Italia srl can execute the order also through partial deliveries or with products partially different from the ones indicated in the order; in particular, in case of sale of various lots, the delivery of single lots does not constitute insolvency. BU Power Systems Italia srl will notify the Client when the purchased product is ready for delivery; in case the product is not picked up by the Client within 10 days from the above-mentioned notice, the agreement is deemed terminated pursuant to art. 1456 Civil Code for Client's insolvency, granted refund of damages. Also in the event that the parties agree to deliver the purchased product in a place other than the afore-cited premises with relative transport and shipping costs, potentially protected by insurance, sustained by BU Power Systems Italia srl, the risks and liability concerning product transport and shipping will be sustained by the Client. Any non-compliance concerning quantities, quality, potential loss, fault, also not detected upon delivery, shall be claimed in writing within eight days from receipt.

Art. 6 – Warranty – Use – Characteristics of the product

The Client recognises that BU Power Systems Italia srl is an authorised reseller of Perkins Engines LTD and the purchased products are protected by warranty provided by Perkins Engines LTD.

The Client recognises that BU Power Systems Italia srl is also reseller of products manufactured by third parties and said products are protected by the manufacturer's warranty. The warranty sheets of each supplier are provided upon request of the client in view of defects covered by warranty.

Any other warranty is excluded pursuant to art. 1490 Civil Code; therefore, BU Power Systems Italia srl is relieved from any liability and obligation pursuant to art. 1490 Civil Code.

In any case, any other warranty will not be accepted by BU Power Systems Italia srl for motors not purchased through BU Power Systems or for which BU Power Systems has not authorised or verified the integration and incorporation of the same motors in complete and finished machines.

Any liability and obligation for any damage is also excluded, also to third parties, derived or related to the use or lack of use of the product or part of it, new or following a repair or partial or full substitution, for example, loss of profit, costs, expenses or any other cost and damage incurred by the Client. The Client recognises that technical data, for example, weight, speed, power, consumption indicated in the publications is not binding, therefore, any difference in said characteristics in the purchased product does not constitute fault/defect or lack of quality of the same; under no circumstance, BU Power Systems Italia srl guarantees that the purchased product is suitable for the specific needs of the Client. The Client undertakes to use the purchased product exclusively according to the methods and indications provided by the manufacturer; the Client is responsible for the conformity of the purchased product and its components with laws concerning motors and applicable in the countries where it is resold, used or kept.

In case the purchased product is or includes a third party's software, the Client agrees to comply with the relative contract clauses that can be viewed on the third parties' websites.

Art. 7 – Trademarks and distinctive marks

The Client recognises that BU Power Systems Italia srl and Perkins Engines LTD are the exclusive owners of the trademarks and distinctive marks used in executing this contract. The Client undertakes to adopt all appropriate measures and precautions to protect the trademarks and distinctive marks of BU Power Systems Italia srl and Perkins Engines LTD, agreeing since now to notify the latter of any fact or news it may become aware of, and from which a risk of breach can be assumed.

Art. 8 – Force majeure

BU Power Systems Italia srl and the Client will not be deemed liable for delays and/or insolvencies derived from events of Force Majeure. For Force Majeure, it is intended events and/or circumstances of exceptional and/or unforeseeable characteristics that, despite prevention and containment interventions, cannot be stopped, avoided and/or controlled and fully or partially prevent the execution of this contract, such as for example: national strikes duly verified and recognised by government bodies, fires, earthquakes, flooding, wars, epidemics (Covid-19), civil riots, uprising, etc... These events of force majeure shall be notified in writing within 3 (three) days from occurring and supported within 10 (ten) days by official documents, also through certification

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released by the local Chamber of Commerce.

The parties shall prove that it hasn't been reasonably possible to overcome the issues that prevented the execution of the service. Failure to comply with the above-mentioned provisions voids the validity of the notice. In case the event of force majeure does not occur, the party availing itself of this clause shall promptly notify the counter-party and resume the execution of the service.

In case of delays due to events of Force Majeure, the delivery or execution date will be extended for a period proportional to the delay accrued due to said events. In case the event that caused the situation of Force Majeure lasts for over 30 (thirty) days, the Client will be entitled to withdraw, granted the payment of the price for the part already executed and accepted.

Bu Power Systems Italia s.r.l. and the Client will not be entitled to claim the compensation of damages to the other Party due to withdrawal exercised for Force Majeure. Bu Power Systems Italia s.r.l. and the Client will make any reasonable effort to mitigate their relative loss in case of advanced dissolution due to resolution or withdrawal.

Art. 9 – Miscellaneous – Law and court

Any tax, levy or other tax duty concerning or related to the agreement and use of the purchased product and its parts, including the registration of the motors, will be sustained by the Client. The agreement is regulated in all its aspects, including validity, interpretation and execution, by the Italian law; any dispute concerning the agreement shall be devolved exclusively to the Court of Como.

Art. 10 – Areas subject to embargo

Bu Power Systems Italia srl, pursuant to internal policies and in agreement with its suppliers, does not provide products and services in countries subject to embargo from regulations on international commerce issued by the United States, Great Britain and European Union. The countries subject to embargo are currently: CUBA, IRAN, NORTH KOREAN, SYRIA and CRIMEA.

Bu Power Systems Italia srl requests its clients to comply with these restrictions and reserves the right to terminate any business relation underway, without any penalty, in case it becomes aware of any breach of the regulations on international commerce.

BU Power Systems Italia srl also acts so that its products are not used for illegal scopes and asks its clients to act likewise.

Art. 11 – Privacy policy and consent

Pursuant to art. 13 and 14 of EU Regulation 2016/679 (General Data Protection Regulation), BU Power Systems Italia srl informs the Client that the data provided by the same or acquired during the execution of the agreement and activity of BU Power Systems Italia srl, can be object of manual or automated processing by the latter. This processing operation will be based on principles of correctness, legality, transparency and privacy. The data controller is BU Power Systems Italia srl (VAT no. 03266470131) with legal office in Milan, Piazzale Cadorna no. 4, in the person of the legal representative pro tempore Simone Buraschi; the Client's data will be processed for institutional scopes related or instrumental to the execution of this agreement and activity of BU Power Systems Italia s.r.l.; the data will be stored for a period required to execute the agreement and, in any case, for legal obligations, no longer than 10 years from the termination of the agreement; if the Client does not grant his/her consent, BU Power Systems Italia s.r.l. may not be able to execute this agreement and perform its activity; the Client's data can be notified to potential subsidiaries or affiliated companies of BU Power Systems Italia s.r.l. and also to public bodies or private companies for scopes linked to the execution of this agreement; the Client's data will not be transferred to extra-EU countries; the data collected may be used for marketing scopes or business or promotional communications, newsletters, mailing lists or customer satisfaction surveys on the service quality. The Client can exercise his/her rights towards the data controller, pursuant to art. 15 to 22 of EU Regulation 2016/679. In accordance to EU Regulation 679/2016, the Client, once he/she acquires the information provided by the data controller pursuant to art. 13 and 14 of the EU Regulation 2016/679, by undersigning this document, renders to BU Power Systems Italia srl his/her full and unconditional consent for personal data processing. This privacy policy constitutes an extract of the full version rendered to the data subject when collecting his/her personal data.

Art. 12 – Compliance with the Ethic code and laws pursuant to Legislative Decree no. 231/01

Pursuant to Legislative Decree 231/01, the client undertakes, in relations with BU Power Systems Italia srl, also on behalf of his/her employees, pursuant to art. 1381 Civil Code, to strictly comply with the norms set forth by the Ethic Code, approved by

the Board of Directors of BU Power Systems Italia as integral part of the model adopted pursuant to Legislative Decree 231/01 and published on the corporate website <https://bu-perkins.com/it/modello-organizzativo-231/>, fully accepting all the terms and conditions that he/she declares to know. In case of breach of the abovementioned Ethic Code ascribable to the client and/or lawsuit and/or conviction of the latter for the crimes set forth by Legislative Decree 231/01, Bu Power Systems Italia will have the faculty to withdraw from this agreement and, in the most serious cases, to terminate it by law with immediate effect pursuant to art. 1456 Civil Code, through simple written notice, without prejudice to any other legal action, including the right to be refunded for damages.

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