

MEC-DIESEL S.p.A. General Sales Terms

Orders

Orders shall be rated as accepted only upon our approval, which can be given either tacitly, by filling the order, or explicitly, through a written confirmation. The goods offered, ready for shipment or delivery, are always to be construed as "subject to the period of validity and availability in stock". Regardless of the quantity ordered, all orders are always filled with goods in standard packages or multiples thereof; if the buyer requests quantities other than as contained in our standard packages, the goods shall be packaged and supplied as requested but without any quantity discount and subject to higher charges for management costs. If the goods ordered are not collected, we shall have the right to request either the execution or the termination of the contract; in the latter case, the buyer shall pay a penalty corresponding to 20% of the amount due for the goods ordered.

Prices

Prices are quoted for goods free ex our warehouse. The prices given in our price list have the same validity as the price list itself. The period of validity of the prices quoted in our verbal or written offers cannot exceed 30 calendar days, unless a shorter period has been specified at the offer stage. At all events, the prices given or communicated may undergo variations without warning due to sudden variations in the prices of raw materials, production costs, costs at the origin or, where the products we market and/or import are concerned, sudden variations in the exchange rate of our currency.

Shipment and packaging

Contributions for packaging and shipment costs and, if applicable, for fumigated crates, shall be charged specifically to the buyer.

Late payment charges

Failure to comply with the payment terms specified on the invoice is a sufficient condition for placement in arrears without further notice; accordingly, the late payment period shall be deemed to elapse from the day after the due date agreed upon to the time the amount due actually becomes available to us; the interest rate applied for late payments shall correspond to the rate provided by Art. 5 Legislative Decree 231/2002, determined to an extent equal to the ECB's main refinancing tool applied to its most recent main refinancing operation carried out the first calendar day of the half-year in question, plus seven percentage points.

Delivery

The terms of delivery are not mandatory and shall be construed as indicative. If any accidental or force majeure events occur (including war, mobilisation or expropriation), we reserve the right to cancel the orders either fully or partly, without the buyer being entitled to seeking any reimbursement for damages. Machine failures, outages or restrictions in the supply of electric power or gas, delays or insufficient capacity of railroad cars or other means of transport, as well as any other accidental event for which our company is not responsible shall be construed as fortuitous or force majeure events.

Shipment

All goods travel at the buyer's risk, any liability on our part being ruled out, even in the case of delivery free at destination or at the station of arrival. The buyer is responsible for verifying the conditions of the packages before collecting them, expressing the appropriate reservations to the persons responsible in the event of any differences in weight or any damage being observed. Insurance coverage shall be at the expenses of the buyer and shall be requested expressly in the order. If a buyer fails to specify the desired shipment modalities, we shall act of our own initiative in the best interest of the buyer, without, however, assuming any responsibility for the rates applied and the transport route selected.

Complaints and returns

No complaints shall be accepted after five days of receipt of the goods. If the goods have been ordered regularly, no returns shall be accepted for any reason whatsoever without our prior written authorisation. Returns caused by incorrect customer orders, shall be accepted within five calendar days from the date of delivery. Customers shall pay whole shipping costs. 20% of the value of the purchased goods will be charged in case the customer decides to return them, subject to a minimum recoupment of 50.00 Euro as reimbursement for commercial, administrative and repackaging expenses.

Warranty

Our products are one year guaranteed from the invoice date against manufacturing defects, but in any case our liability is limited to free replacement of the parts that we produce and/or market, provided that such parts have not been altered, tampered with or used in an improper manner. In case of unavailability of the same parts for replacement, warranty shall be limited to refund the whole price paid by customer for purchasing them. No liability shall be accepted under any circumstances for any consequences and/or damage arising from the goods supplied, including, but not limited to: labour costs for assembly and/or disassembly processes, sorting costs, costs incurred for the purchase of complementary parts, downtime costs. The technical data, performances, weights and dimensions specified in the catalogues are merely indicative and approximate, and are subject to changes without warning. For materials not of our production, the warranty is granted with all the limitations as may be imposed by our suppliers. For the purpose of the warranty, all goods which requires replacing shall be returns. In absence of return, warranty will be not applied.

Competent court – Any disputes shall be brought before the Court of Turin.

N.B. The above terms shall be construed as accepted in full and unconditionally through the issuing of a written or verbal order, save for specific written waivers on our part. The terms regarding the Competent Court and shipment terms with regard to the clause that excludes the buyer's right to seek damage, also disclaims Mec-Diesel SpA responsibility, duration and conditions of warranty and estimated limitations (Delivery – Complaints and Returns – Warranty) are accepted specifically and to all legal intents and purposes.