

ANNEX A “GENERAL CONDITIONS OF SALE”

CTE S.p.A. (hereinafter “CTE”) operates only pursuant to the following GENERAL CONDITIONS OF SALE which form an integral part of any contract and shall apply to any future agreement and/or contract, unless otherwise agreed upon in writing by CTE.

1. **TECHNICAL DATA** : All technical data, including without limitation, weights, measurements, photographs and drawings relating to the products are for information purposes only and do not represent a commitment by CTE, which reserves the right to introduce any changes to the products it may deem fit.

2. **DELIVERIES** : Deliveries of the products shall be made Ex Works (Incoterms 2000). Any different term of delivery shall be agreed upon in writing. In such an event, the goods travel at the risk and responsibility of the Customer. In any event, terms for delivery shall be automatically extended without any responsibility by CTE in case of unforeseeable events (including, without limitation, strikes), delayed delivery of equipment by third party manufacturers, delay caused by transport, completion of banking, customs or other like formalities, or any need for additional assembly, control or tuning.

3. **PRICES** : CTE has the right to change prices, without previous notice, as a consequence of variations in the prices practised by the construction firms and/or custom or transport fees, exchange rates and tax burdens, this up to the time of delivery. All prices are VAT-exclusive, payable if any.

4. **PAYMENTS** : Unless otherwise agreed upon in writing, payments must be made upon delivery of the products. Any delayed payments shall accrue interest at a rate equal to the TUR (*Tasso Ufficiale di Riferimento*) plus five points, without prejudice to any claim for further damages deriving therefrom, including without limitation monetary devaluation. In the event of delay in payments, CTE shall be authorised to issue against the buyer a cash order, promissory note or bill of exchange.

5. **CLAIMS**: Claims or complaints shall be accepted provided that the latter are sent to CTE by registered letter, no later than eight days from the delivery date of the equipment.

6. **REPAIR, MAINTENANCE AND LIABILITY** : Any assistance or technical maintenance and repair services provided by CTE shall not be construed as acceptance of any liability by the latter.

7. **USE OF THE PRODUCTS** : The buyer shall be fully responsible for the correct and appropriate use of the products, any liability therefor on CTE’s part being expressly excluded and waived. In particular, it will be for the buyer to check their efficiency, the compliance with all health and safety requirements as well as with the applicable laws and regulations on the use and operation of the products.

8. **COMPLIANCE WITH LAW** : To the exclusion of any CTE’s responsibility, Buyer shall be responsible for checking that all regulations concerning health and safety are fully abided by. In particular, according to article 6 of Ministerial Decree dated 2 September 1959, buyer shall be under the obligation to notify the relevant competent authority before start of operation of the products and request same to effect annual checks, where required. CTE shall not be held responsible under criminal or civil law for non-compliance with any laws and regulations by the buyer or user of the products.

9. **WARRANTY:** The warranty on the products and on brand new products is ruled by the Warranty Certificate which is sent to the purchaser along with the equipment. The purchaser declares to accept all of these conditions by signing this contract. The warranty is limited to repair or replacement, at CTE's discretion, of those parts which may result defective in material. All travelling costs relating to such repair or replacement shall be for buyer's account. The warranty shall not apply should the products be used in any manner that does not conform to the instructions of the construction firm, the lead calibration seals be tampered with or the products be modified, repaired or dismantled, also in part, by any workshops which have not been authorised by the construction firm or CTE, or by unauthorised personnel or in case their use has not been immediately ceased upon discovery of the defect. In no event, shall the buyer be entitled to compensation of damages, extension of the warranty period, suspension, either in whole or in part, of payments nor shall it have the right to terminate the contract in the event of malfunctioning of the products, whatsoever may be the cause, entity or duration of the malfunctioning, including in case of delay in delivery of spare parts or repairs by the construction firm or CTE's distributor. The buyer which has not abided by its payment obligations, automatically forfeits any warranty right. Unless otherwise agreed upon in writing, no warranty shall be granted by CTE on the vehicles (and related components) on which the products have been assembled, nor on accessories supplied with the vehicle (chains, cables, pumps, power take-offs etc.). CTE shall not be responsible for any damage caused to the equipment sold or to other goods or persons as a consequence of the use of the equipment itself.
10. **COMPETENT COURT :** Any dispute deriving from the sales made hereunder shall be submitted to the jurisdiction and sole venue of the Court of Rovereto (Italy), whatever are the terms or place agreed upon for payment or delivery.
11. **SOLVE ET REPETE CLAUSE :** The buyer may not raise any objections as to the performance of the contract by CTE, should it not have fully complied with its contractual obligations and in particular, without limitation, with payment of CTE's credits for principal, expenses and interest.
12. **ASSIGNMENT OF CREDIT :** CTE is at any time authorised to assign credits deriving from sales entered into hereunder to a primary factoring or credit firm.

Rovereto, (date)

CTE S.p.A.

Lorenzo Cipriani
(Managing Director)

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Buyer hereby states and declares, to the extent and for the purposes of articles 1341 and 1342 of the Italian Civil code, to expressly approve the following provisions of these General Conditions: Article 1 ; Article 2 ; Article 3 ; Article 5 ; Article 6 ; Article 8 ; Article 9 ; Article 10 ; Article 11 .

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