

GENERAL CONDITIONS OF SALES OF ENGINES AND SPARE PARTS

Article 1 – Stipulation of the agreement

The buy and sale agreement is regulated by the following general conditions. It is concluded with the written sale offer by BU Power Systems Italia s.r.l., which must be followed by the written order confirmation from the same, signed with double signature by the Client. The Client must specifically identify the product object of the buy and sale transaction, indicating the quantity, type and product code shown in BU Power Systems Italia s.r.l.'s price list, in lack, BU Power Systems Italia s.r.l. will be relieved from any liability concerning the wrong supply of the sold product. BU Power Systems Italia s.r.l. agrees to only provide the services indicated in the order confirmation, excluding any other additional or auxiliary service such as, for example, transport, shipping, installation, mounting and assembly of the sold product.

Article 2 – Termination of the agreement

This agreement is terminated by law through simple written communication sent by BU Power Systems Italia s.r.l., without notice and without any obligation of indemnity and/or refund towards the Client, pursuant to art. 1456 Civil Code, should BU Power Systems Italia s.r.l. declare to rely on this clause, for having verified the state of insolvency/commercial unreliability of the Client, causing the revocation and/or reduction of the insurance loans granted to BU Power Systems Italia s.r.l. from its insurance company.

Article 3 - Prices

The prices are those indicated in the price list of BU Power Systems Italia s.r.l.; unless otherwise agreed in writing, the prices are shown in Euro and are carriage-free, net of potential discounts (that shall be agreed in writing), transport, shipping, insurance costs, taxes and duties. The prices include standard packaging costs; the Client can request a different packaging in writing, sustaining the relative costs. Should the prices indicated in the price list be subject to an increase due to causes not ascribable to BU Power Systems Italia s.r.l., the latter will have the right to increase in turn the prices applied to the Client in proportion to the increase sustained, even if concerning orders already confirmed, notifying the Client. If this increase exceeds 20% of the price indicated in the order confirmation, the Client shall have the faculty to terminate the agreement, notifying BU Power Systems Italia s.r.l. in writing within 5 days from receiving the notice of increase mentioned above, in lack, the price increase is deemed accepted by the Client.

Every solar year, BU Power Systems Italia s.r.l. 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.

Article 4 – Payment conditions

The payment place is agreed to be the operating office of BU Power Systems Italia s.r.l. in Colverde (Como). Unless otherwise agreed in writing, payment takes place in one transaction, directly when the sold product is delivered. Any other payment condition will not be valid in case BU Power Systems Italia s.r.l.'s insurance company revokes or reduces the loan granted to the Client or the purchase value does not fall within the limits of the loan assigned. In case payments by instalment are agreed, the sale is subject to reserved domain and BU Power Systems Italia s.r.l. retains the title of the sold product pursuant to art. 1523 and subsequent ones of the Civil Code; should the Client be insolvent, the parties agree that the instalments collected by BU Power Systems Italia s.r.l. will be retained by the latter as indemnity, pursuant to art. 1526 Civil Code. The lack or late payment by the Client, at the agreed deadlines, will imply the loss of the benefit of the term and any discount and/or rebate potentially granted to the latter; BU Power Systems Italia s.r.l. 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 should the payment delay exceed 20 days, terminate the agreement in accordance to art. 1456 Civil Code, without prejudice to the refund of damages. The Client waives since now, pursuant to art. 1246 Civil Code, the compensation of its credits to refund potential damages, with BU Power Systems Italia s.r.l.'s credits constituting the sale price.

Article 5 - Delivery

Unless otherwise agreed in writing, the place of the delivery of the sold product is BU Power Systems Italia s.r.l.'s operating office in Colverde (Como) or production plants of BU Power Systems Italia s.r.l.'s suppliers. The delivery terms indicated in the order and order confirmation are indicative and not binding. Nonetheless, the parties agree that the delivery of the sold product executed within 120 days from the term indicated in the order confirmation, does not constitute insolvency or delay.

BU Power Systems Italia s.r.l. can execute the order also through partial deliveries or with products partially not compliant with the order; in particular, in case of sale of various lots, the delivery of single lots does not constitute an insolvency. BU Power Systems Italia s.r.l. will notify the Client, when the purchased product is ready to be delivered; should the product not be picked up by the Client within 10 days from the above-mentioned notice, the contract is deemed terminated pursuant to art. 1456 Civil Code due to Client's insolvency, without prejudice to the refund of damages. Also in case the parties agree that the delivery of the sold product shall take place in a place other than the one indicated with transport or shipping costs, potentially guaranteed by insurance, sustained by BU Power Systems Italia s.r.l., the risks and liabilities related to the transport or shipping of the product will be borne by the Client. Any non-compliance with regards to the quantity and quality, potential loss, fault, also not visible upon delivery, shall be notified in writing within eight days from receiving the product.

Article 6 – Warranty- Use- Characteristics of the product

The Client acknowledges that BU Power Systems Italia s.r.l. is an authorized reseller of Perkins Engines LTD. and the sold products are guaranteed by warranty provided by Perkins Engines LTD.

The Client acknowledges that BU Power Systems Italia s.r.l. is also a reseller of products manufactured by third parties and said products are guaranteed by the manufacturer's warranty. The contents of the warranty of each supplier are provided upon Client's request in case of defects potentially object of warranty.

Any other warranty is excluded, pursuant to art. 1490 Civil Code; hence, BU Power Systems Italia s.r.l. is relieved from any liability and obligation pursuant to art. 1490 Civil Code. Any liability and obligation for any damage, also to third parties, derived or related with the use or lack of use of the product or part of it, new or linked to its repair or partial or complete replacement is also excluded, such as for example loss of profit, costs, expenses or any other fee or damage sustained by the Client. The Client acknowledges that the technical data, for example, weight, speed, power, consumption indicated in the publications, is not binding, therefore, any potential deviation of said characteristics in the sold and purchased product does not constitute flaw/ defect or lack of quality; under no circumstances, BU Power Systems Italia s.r.l. guarantees that the sold product is suitable for the specific Client's needs. The Client agrees 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 the laws applicable in the countries where this is re-sold, used or stored. Should the purchased product include a third party's software, the Client agrees to comply with the relative contract clauses that can be found on the third party's websites.

Article 7 -Trademarks and distinctive signs

The client acknowledges to BU Power Systems Italia s.r.l. and Perkins Engines LTD, the exclusive title of the trademarks and distinctive signs used in the execution of this agreement. The Client agrees to adopt all suitable measures and precautions to protect BU Power Systems Italia s.r.l.'s and Perkins Engines LTD's trademarks and distinctive signs, agreeing since now to notify the latter about any fact or news of which he becomes aware and may infer a breach of them.

Article 8 – Miscellaneous – Law and court

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

Article 9 – Privacy policy and consent

Pursuant to art. 13 and 14 of EU Regulation 2016/679 ("Code on personal data protection"), BU Power Systems Italia s.r.l. informs the Client that the data provided by the same or otherwise acquired during the execution of this contract and BU Power Systems Italia s.r.l.'s activity related to it, may be processed manually and with automated means by the latter. Said processing activity shall be paid on principles of uprightness, legality, transparency and privacy protection. The Data Controller is BU Power Systems Italia s.r.l. (VAT no. 03266470131) with legal office in Milan, Piazzale Cadorna no. 4, represented by its legal representative pro tempore Simone Buraschi; the Client's data will be processed for official purposes related or instrumental to the execution of this contract and BU Power Systems Italia s.r.l.'s activity related to it; the data shall be stored for the time required to execute the agreement and, in any case, to fulfil legal obligations, for a period not exceeding 10 years from the end of the agreement; should the Client deny his consent, this may prevent BU Power Systems Italia s.r.l. to execute this agreement and perform its activity; the Client's data can be

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notified to BU Power Systems Italia s.r.l.'s subsidiaries and affiliated companies and also to public bodies or private companies for purposes linked to the execution of this agreement; the Client's information shall not be transferred to non-EU Countries; the collected data may be used for marketing scopes, commercial or promotional notices, newsletters, mailing lists or customer satisfaction surveys on the quality of the services. The Client can exercise his rights towards the Data Controller, pursuant to art. 15 to 22 of EU Regulation no. 2016/679. In accordance to EU Regulation 679/2016, the Client, after acquiring the information provided by the Data Controller pursuant to art. 13 and 14 of EU Regulation 2016/679, by signing this document, grants his full and unconditional consent to the processing of his personal data, to BU Power Systems Italia s.r.l.. This informative policy in an extract of the full copy provided to the concerned subject when collecting his personal data.

Article 10- Compliance with the Ethic Code and Legislative Decree 231/01

Pursuant to Legislative Decree 231/01, the Client agrees, with regards to the relations with BU Power Systems Italia s.r.l. and its employees, pursuant to art. 1381 Civil Code, to strictly abide to the norms set forth by the Ethic Code, approved by the Board of Directors of BU Power Systems Italia s.r.l. as integral part of the model adopted pursuant to Legislative Decree 231/01 and published on its corporate website <https://bu-perkins.com/it/modello-organizzativo-231/>, fully accepting all the terms and conditions which he declares to know well. In case the breach of the above-mentioned Ethic Code is ascribable to the client and/or lawsuit and/or sentencing 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 and with immediate effect pursuant to art. 1456 Civil Code, through simple written notice, without prejudice anyhow to any other legal faculty, including the right to be refunded for potential damages.