

- GENERAL SALE CONDITIONS -

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Definitions:

Client: shall mean the buyer of Effer spa Machines.

Day: shall mean every working day, except therefore Saturday, Sunday and every other holiday according to the calendar in force in Italy.

Contract: shall mean the General Sale Conditions and, if present, the Special Sale Condition.

Parties: shall mean both jointly and not jointly Effer spa and the Client.

Technical documentation: shall mean all the technical documents projected and drafted by Effer spa, including, inter alia, the description of the mechanism of functioning, use, maintenance and eventual assembly of the Machine/s.

Machine/s of Effer spa: shall mean the Machine/s produced and/or sold by Effer spa, according to the Special Sale Conditions and/or any spare part or component of the above Machine/s.

Confidential information: shall mean all those information, referring, both directly or indirectly, to the intellectual and industrial property rights belonging to Effer spa, including – but not limited to – the know-how, the industrial and commercial information

Art. 1. Scope.

1.1. The present General Sale Conditions are applicable together with the Special Sale Conditions, if present, to any order (hereinafter referred to as “Orders” or, as “the Order”) and are applicable to any sale, even if fractionized, subdivided or continuative sales of Effer spa Machines. In case of eventual contrast between the present General Sale Conditions and the Special Sale Conditions, the latter shall prevail.

1.2. Any Order placed by the Client, even in case of mere “facta concludentia” execution of the Contract, implies the acceptance of the present General Sale Conditions. Any possible different General or Special Conditions prepared by the Client shall be not applicable, neither partially, unless they have been previously and commonly accepted by a written notice.

1.3. In case that one of the clauses of the present General Sale Conditions are declared void, that would not automatically affect the validity of all the other clauses of the present General Sale Conditions. This clause represents an exception to article 1418 of the Italian civil code.

1.4. The present General Sale conditions of sale represent the achieved agreement of the Parties and abolish and replace any other previous agreement, both oral and written.

1.5. Any eventual change or amendment of the present General Sale Conditions shall be made by mutual and written agreement.

1.6. Even if one of the Parties does not claim for the punctual fulfillment of the obligations raising from the Contract, that does not entail any renunciation to the correspondent rights.

1.7. Pursuant to article 2497 of the Italian civil Code, Effer is an Italian company which is subject to the coordination and direction of the company CTE Group s.p.a. whose headquarters are in Via Caproni 7 – Rovereto (Trento) – Italia.

Art. 2. Order.

2.1. Each order shall be deemed valid and accepted by Effer spa only if it is confirmed by a written confirmation of order sent by Effer spa to the Client..

2.2. Any order shall be considered not amendable and irrevocable and it shall not be voidable once it has been confirmed by Effer.

2.3. Any eventual down payment paid by the Client before the delivery of the Effer spa Machines will be considered as an advanced payment on the total amount due for the Machines.

Art. 3. Effer spa Machines characteristics – Technical Documentation – Technical modifications - Intellectual and industrial property right.

3.1 Any information concerning the characteristics and/or the technical data, the weight, the dimension, the prices and the productivity, or any other data related to Effer spa Machines included in the Technical documentation, leaflets, lists, catalogues and prospects have to be considered approximate and shall be not binding, unless otherwise provided in the Contract.

The performances and the other data supplied by Effer spa are nominal with tolerance limits in compliance with the applicable

technical rules.

3.2 Effer Spa has the right to make any eventual technical modification to its Machines, even during the execution of the Order or when the Order has been already executed. These modifications shall not affect the essential characteristics of the Machines and shall be considered, at Effer sole discretion, necessary or opportune for the best use of the Machines.

3.3 The Client acknowledges that Effer spa is the exclusive owner of the trademark “Effer” and acknowledges that the above trademark is widespread among the companies of the same field and among the customers and, therefore, undertakes not to violate, neither directly and indirectly, any industrial property right related to it and to promptly inform about any violation made by third subjects.

Art. 4. Delivery.

4.1. Save for any contrary agreement, the delivery of Effer spa Machines shall be made “Ex Works” (according to the Incoterms, version 2010), being understood that all the risks concerning the transport are at exclusive charge of the Client, even if the carriage, the packaging or the installation on the truck of the Machines is managed by Effer spa itself or in case Effer carries out the loading on request and under the supervision of the carrier.

4.2. The scheduled delivery is to be considered approximate and not binding for Effer spa. Notwithstanding that, should Effer spa not be able to deliver the Machines on the scheduled time, it shall inform as soon as possible the Client of the delay by a written notice, indicating, if possible, the new estimated date of delivery. It is understood that Effer will never accept any request of penalties for delayed delivery of the Machines.

4.3. In case of force majeure, strikes at the premises of Effer spa or of its supplier or of its carriers or in case of any other circumstance out of Effer spa control, including circumstances related to the fulfillment of bank, currency and custom rules, the date of delivery can be rescheduled or, if necessary, the order can be partially or totally canceled.

4.4. Should the client request that one or more characteristics and/or qualities of Effer’s Machine are certified by a third certification private entity, and should Effer accept such request, that certification shall exclude any other assessment and/or claim over those certified characteristics and/or qualities of Effer’s Machine, save the case of grave and manifest mistakes or fraud, being intention of the Parties to consider that certification as a definitive and binding assessment.

4.5. Should the client not collect Effer’s Machine or Machines within and not beyond thirty (30) days after the agreed date of delivery, the latter will be formally required, under the terms established by the Italian law, to collect Effer’s Machine or Machines. Should the client continue not to collect Effer’s Machine or Machines, Effer can apply for the Italian law procedures of deposit in public warehouses or of authorization of selling, being understood that any expense or cost related to the custody of Effer’s Machine or Machines and related to the above procedures shall be exclusively born by the Client.

Art. 5. Warranty

5.1 All Effer spa Machines have been projected and manufactured according to the most modern quality criteria and in the full compliance with the European Union and Italian law in force, as well as in accordance to the applicable standard technical rules. They have all the certifications, including the certification of conformity required by the law. Unless the Machines are produced according to specific technical indications of the Client, they are always conceived, projected and produced for a large scale and/or standard use. The use of the Machines can be limited in specific cases. Therefore, the Client is invited to carefully read the Technical Documentation, the depliants and all the illustrative materials in order to know which are the recommended conditions of use.

5.2 The Client declares to have carefully examined the Technical documentation and, therefore, declares to know that the technical characteristics of the single and specific Effer spa Machine, as described in the Technical documentation, catalogues, leaflets and in all the other materials and technical documents prepared by Effer spa. Therefore, the Client acknowledges to have checked and ascertained that the Effer spa Machines have the necessary and the opportune characteristics for the use they are destined to.

Therefore, Effer spa declines any liability for any possible malfunctioning of Effer spa Machines and/or for their limited use capability and/or with regard to different performances – in comparison with the performances mentioned in the Technical documentation, leaflets, and in their use and/or assembling manuals and declines any liability for any unauthorized modification of the Machines.

5.3. For a period of twelve (12) months, Effer Spa guarantees to the first client and to the following ones that the Machines,

under normal conditions of use, have no defects of material or of production.

Under client's request, duly accepted by Effer, Effer's warranty can be extended for a period of 12 (twelve) supplementary months, being in total 24 months, or for a whole amount of 2.000 working hours. Such extension shall be subject to the terms of warranty provided for by the present conditions.

Moreover, for a period of 36 (thirty-six) months or for 3.000,00 hours of work or till one of the above conditions are met, Effer spa guarantees that the carpentry, the linchpins, hydraulic rams will have no mechanical breaks, under the condition that:

- The Machine is equipped with the automatic system of limitation of charge;
- The Machine is used according to the Manual of "Instruction of Use and of maintenance";
- The Machine is submitted to the periodical maintenance plan according to the Manual of "Instruction of Use and of maintenance" and each operation of maintenance is duly registered on the specific book.

The period of the present warranty starts from the delivery to the first client indicated in the certificate of warranty. Unless otherwise agreed, should the first client does not use in any way the Machine, but just resell it, the period of the present warranty starts from the delivery from the first client to the following buyer, under the condition that the first client and/or the following buyer promptly sends to Effer the document attesting the delivery of the Machine: failing this document, no temporal extension of the warranty will be granted. In any case, the period of warranty will start after a period of six (6) months from the delivery to the first client.

Art. 6. Limitation of Warranty.

6.1. The present warranty shall be the sole and the exclusive warranty of Effer spa on the Machines and shall replace any other written or oral warranty provided elsewhere.

6.2. Under the present warranty, Effer spa – through an Effer licensed subject - undertakes, at its own discretion, to repair and replace the non-functioning spare parts as a consequence of defects of material or of production as well as undertakes to operate the correspondent controls.

These operations shall be made by the closest Effer licensed subject. Effer shall not send any technician to the place where the Machine is and shall not pay the correspondent costs.

6.3. Nobody is authorized to modify the terms and the conditions of the present warranty, except Effer, under a specific agreement with the Client.

6.4. The present warranty shall exclusively apply to the Machines which have been produced, assembled and sold by Effer spa or sold by Effer.

6.5. The present warranty shall not apply for those Machines destined to be used on a truck which have been assembled on a fixed base or on a base which is fixer than a truck or if the stabilizers have been removed unless otherwise authorized by Effer.

Art. 7. Exclusion of the warranty.

7.1. The present warranty does not include:

- a) Ordinary maintenance of the Machine. The replacement of material which can be consumed including, but not limited to, lubricant, filters, bushes, linchpins, cables, pulleys, light bulbs, seals, batteries for remote controls;
- b) deterioration of paint and/or of chromium plating due to the normal usury or to the exposition to external elements or to non-favorable climatic conditions or to a wrong cleaning of the Machine (see the Manual of "Instructions of Use and Maintenance") especially during the winter in those territories where it is used salt to clean the roads.
- c) damages connected to the use of oils and lubricants other than those indicated in the Manual of "Instructions of Use and Maintenance";
- d) expenses afforded to move the Machine to an Effer licensed subject as well as the reimbursement of both direct and indirect expenses for not using the Machine, including the cost of carriage, accommodation, car renting, stopping car and telephone calls;
- e) problems not connected to defects of material or of production, but connected to a wrongful use, negligence, accidents or a wrongful maintenance of the Machine;
- f) expenses to repair those damages due to: fires, accidents, manumission of counter-time, wrongful operations, alterations or modifications of the original characteristics of the Machine;
- g) expenses for machineries, devices, parts, components or optional elements which have been implemented in the Machine after its delivery to the first client, even if these devices, parts, components or optional element have become standard elements of Effer Machines after the delivery to the first client;
- h) the implementation on the Machine of any part or component which is not an original Effer spare part (regardless if it

matches or not the Effer system) as well any cost to repair or fix not original Effer devices, material or components;

- i) any claim for damages to people or things out of Machine;
- j) l) costs of transfer of technicians within the scope of the warranty;
- k) m) any damage related to a wrongful use of the Machine or to an use in high risk situations as described in the Manual of "Instructions of Use and maintenance";

7.2. Any part or component replaced by Effer becomes of exclusive property of Effer itself and the beneficiary of the replacement will have not anymore rights on it. After examining the component to be replaced, Effer can deny the application of the warranty if ascertains that the claim does not fall within the scope of the present warranty.

7.3. Under the present warranty, Effer has no obligations to repair or replace in case of:

- a) Wrongful use, negligence, overload, any modification; the Client undertakes to discharge Effer from any responsibility for damages to people or things in connection with a wrongful use and/or to an use not in compliance with Technical documentation and/or Manual of "Instructions of use and maintenance".
- b) Use of Effer non-original parts or components;
- c) Modification not authorized by Effer and/or not operated by Effer licensed subjects;
- d) Damages to carpentry not immediately repaired by an Effer licensed subject;
- e) Violation of all those rules indicated in the technical documentation, catalogues, depliants and in any other material concerning, especially, the warnings for the implementation, use and maintenance of the Effer Machine;
- f) Use of Effer machines in a place or in conditions other than those agreed or in places characterized by particular climatic situation;
- g) Use of Effer machines by personal not opportunely instructed and oriented;
- h) In the above cases, the Client undertakes to discharge Effer from any claim of third persons against Effer.

7.4. The absence of the leads on the electro-hydraulic books causes the immediate annulment of the warranty Effer. The leads can exclusively be replaced by Effer licensed subjects and this operation shall be promptly communicated to Effer

7.5. The damages related to the cleaning of the electronic boxes and of the decals with water in pression are not included in the present warranty. The cleaning of the Machine must follow the rules indicated in the Manual "Instructions of use and of maintenance".

7.6. Any defect or bad functioning of the Effer Machines do not entitle the Client to suspend or postpone the payments of those Effer Machines in question neither of other Effer Machines. Any intervention under the present warranty does not renew the present warranty whose duration is strictly limited to the period indicated in article 5.3 of the present General Sale Conditions.

7.7. It is expressly excluded any other responsibility, neither contractual or non-contractual, for damages, both direct and indirect, to the Client or to third things or persons, in connection with defects or faults of Effer Machines, even if these defects or these faults have an epidemic nature.

7.8. The 36 months period of warranty referred to in article 5.3. shall not apply to those Machines which operate with hydraulic optional element instead of the grapple, including, but not limited to, buckets, drills, hammers, shears etc. For these Machines the 12 months period of warranty shall apply.

7.9. The application of the bucket on the Machine is possible only if the Manual of "Instructions of Use and Maintenance" and, generally speaking, the Technical documentation so provide. Otherwise, the Effer warranty shall be not applicable anymore.

Art. 8. Conditions of validity of the warranty.

8.1. The present warranty shall be valid under the condition that the defects or the faults of Effer Machines are communicated by a written notice to the closest Effer licensed subject within and not beyond 15 days from the day in which such defect or fault has been discovered.

8.2. The Client shall clearly and exhaustively describe Effer spa the defect or the fault and shall transmit, if possible, any opportune technical and/or photographic documentation and shall allow the Effer licensed subjects to immediately access to the Machine. In case of non-fulfillment of the above obligations, the present warranty shall not apply and Effer shall be not responsible.

8.3. Any operation of repair shall be carried out under the validity of the present warranty;

8.4. Effer shall be not responsible in case of delays caused by the fact that spare parts are not available or for any reason out of Effer's control.

8.5 Any different warranty, from the Client to its retailers and Clients, even as final consumers, pursuant to the European Union law in force regarding the rights of the consumers, does not engage Effer spa in anyway.

The above mentioned warranty excludes any other remedies and it has to be considered the only and exclusive remedy foreseen for the Client, with reference to the Effer Machines purchase, being, expressly understood that any kind of limitation and/or discharge of responsibility provided by the present warranty is referred to both (I) the responsibility as against any third parties, pursuant to the legislation regarding the producer responsibility and (II) the warranty provided by the law in force.

Art. 9. Use, maintenance and checks of Effer Machines.

9.1. The functioning, the care, the maintenance of Effer Machine according to the Manual of "Instructions for use and maintenance" are under the responsibility of the Client.

9.2. The operations indicated in the Manual of "Instructions of use and maintenance" must be carried out according to the time-laps thereby recommended and duly registered in the specific Book (Annex "Y" of the above said Manual).

9.3. The registration of the above said operations is necessary to check if the Machine has been correctly used and shall be transmitted to the other eventual owner of the Machine.

9.4. Once the Machine has worked for a specific number of hours, according to the maintenance plan of Effer Machine, periodical checks shall be carried out by the operator (in case of daily checks, they shall be carried out before any work) or by the Effer licensed subject,.

9.5. Effer recommends to carefully read the time-laps indicated in the Manual of "Instructions of use and maintenance" so as not to forget any operation of maintenance, including the first maintenance operation after 50 hours of functioning of the Machine. Should the Client not correctly comply with the periodical maintenance plan, as indicated in the Manual of "Instructions of use and maintenance", the Effer warranty shall not apply and the extension to 36 months, as stated in art. 5.3. of the present General Sale Conditions, shall neither apply.

9.6. Other inspections, checks and controls that the Client shall carry out during the life of the Machine are indicated in the Manual of "Instructions of use and maintenance". They are necessary to keep the security conditions of the Machine and to keep the quality and the characteristics of the Machine. Among these inspections, but not limited to, it must be remembered the inspection on the carpentry, the functional check on the security devices, on the cables, on the lifting components of the Machine. Should any anomaly be ascertained, the Client shall immediately inform the Effer licensed subject.

Art. 10. Prices – Payment conditions – late payments – Client solvency.

10.1. The prices of Effer Machines are always indicated in the EURO currency and do not include packaging, delivery, transport costs, assembly, installation (if provided), custom duties, expenses related to bank transfers, VAT and other tax burdens.

10.2. The prices of Effer Machines shall be considered fixed and unchangeable if the delivery takes places within 150 days starting from the Order; in case of deliveries beyond the time limit aforementioned, for which Effer is not responsible, the price-list in force at the time of the delivery shall be applied. In any case, Effer can change the prices, with no previous notice and till the delivery of the Machine and till the final payment, in case of change of its suppliers' prices or of custom duties or of transport costs or of currency ratings or of taxation rates.

10.3. The payments shall be always made at Effer's premises. The client will be never entitled for any reason to postpone the payments, even in case the delivery is delayed or in case of any claim on the Machine.

10.4. In case of delay or non-payment of the price at the scheduled day, or in case the solvency warranties of the Client should fall or should be insufficient, Effer spa, at its own discretion, shall have the right, at any time, to suspend and/or cancel the Order and any further delivery and/or any other eventual Orders, by written communication to the Client.

Moreover, in case of delayed or non-payment, Effer spa is expressly entitled to issue a Bill of exchange.

In case of purchase through a leasing company, the purchaser can obtain the reimbursement of the down payment, once the leasing company has entirely paid the price of purchase.

10.5. Save what established in article 10.4, in case of delayed or non-payment of the price at the scheduled date, a moratory

interest on the basis of Italian Legislative Decree No. 231/2002 shall be automatically calculated on the sum overdue and not paid, without any prior notice.

Art. 11. Title retention provision and penalty clause.

11.1. If the payment of the price is made by instalments, then the Client shall acquire the property of the Machine, under the condition that the entire payment of price, more interests and expenses has been made. Indeed, the Client acknowledges and accepts that the selling is submitted to a title retention provision. All the risks are born by the Client starting from the delivery of the Machine. Should the contract be terminated for breach of the purchaser, the instalments already paid by the latter will be retained by Effer as an indemnity, without prejudice of any further damage suffered.

11.2. Should the order be annulled, even partially, the Client shall pay a penalty whose amount is the 40% of the value of the orders annulled, without prejudice of any other damages suffered by Effer.

Art. 12 Privacy.

12.1. Pursuant to article 13 of the Italian legislative Decree No. 196/2003, the Client acknowledges that its personal data will be collected and treated exclusively to execute the orders, to manage the carriage, to issue the invoices and, therefore, to comply with the contractual obligations; to manage any administrative, taxation and accountant aspect related to the Client according to the legislation in force; to check its solvency; to manage any dispute (including the credit recovery); to assess the satisfaction rate of the customers; to optimize the service for the Client and to make promotional activity; these data will be treated through specific instruments so as to guarantee the security and the privacy according to principles strictly connected to the above purposes.

12.2. Client must transmit to Effer those data (i.e. personal data, Vat number) which are necessary to comply with the obligations raising from the law and which are necessary to correctly manage the contractual relationship. Therefore, should the client refuse to transmit those data, Effer would be not able to conclude or execute any contract.

12.3. It is understood that the same data can be transmitted to the competent Authority in order to comply with the obligations raising from the law, to the companies of the same group and to banks, credit entities, experts, professionals, third companies, carriage companies, only if it is functional for the purposes of these subjects. The data can be transmitted also outside the European Union but limited to the other companies of the group, pursuant to the privacy legislation in force. The Client's data shall be not widespread. Moreover, only those employees and third persons so authorized by Effer can access to them.

12.4. The Client can exercise any right connected to the Article 7 of the Italian legislative Decree No. 196/2003 as, for instance, the right of access, the right of updating, the right of rectification or integration, the right of cancellation and of opposition for lawful reasons by a written notice to the following email info@effer.it or directly at the Effer premises in Via IV Novembre 12, 40061, Minerbio (BO). Sending the order, the Client declares to acknowledge and understand what above and expresses its consensus for the treatment of the personal data even for promotional activities.

Art. 13. Dual-use items.

13.1. Effer spa acknowledges and complies with the European Union law on Dual-use items (EU Regulation No. 428/2009 and following amendments). Moreover, Effer acknowledges that the Machines and their components are not included – neither directly and indirectly – in the lists of dual-use items included in the EU Regulation No. 428/2009 and following amendments.

13.2 The client acknowledges and accepts that the refusal and/or export ban decisions, or any other kind of measures that could limit or forbid the exportation of Effer Machines from Italy or from any other countries of the European Union, issued from the competent Italian and/or European Union and/or another European Union member State Authority, against Effer spa could lead, first to the suspension and, eventually, to the total cancellation and/or annulment of the order, without Effer spa being responsible of such events and thus being the latter exempted from any liability, even in terms of damages.

Art. 14. Confidential information.

The client undertakes to: i) use the confidential information only for the purposes of the execution of the present Contract and for the use of Effer Machines; ii) adopt any opportune measure so as to avoid that such information can be transmitted to third persons; iii) not to widespread such information to any Effer competitors and/or any third party without the prior and written consensus of Effer.

Art. 15. Jurisdiction and Applicable law

15.1. For any dispute related to or in connection with the validity and/or the interpretation of the present General Sale Conditions and, if present, Special Conditions as well for the execution of any order of the Client and, generally speaking, for any supply relationship with the Client, the Civil Court of Bologna, Italy, shall be exclusively competent.

By the way, only Effer shall be also entitled to seize the competent Court of the place of domicile and/or of headquarters of the Client.

15.2. Any question related to or in connection with the validity and/or the interpretation of the present General Sale Conditions and, if present, Special Sale Conditions as well the execution of any order of the Client and, generally speaking, any supply relationship with the client, including any non-contractual dispute related or in connection with the execution of any order issued by Effer, pursuant to article 14 of European Union Regulation No. 864/2007, shall be regulated by the Italian law and, if applicable, by the Wien Convention of 1980 on the international sale of goods, with respect to matters covered by such Convention

Date, Stamp and signature of Effer S.p.A.

Date, Stamp and signature of the Client

20-02-18

THE PRESIDENT
L. CIPRIANI

EFFER S.p.A.
Lorenzo Cipriani
Presidente C.d.A.



Parties declare that they have entirely read the above General Sale Conditions. They declare to expressly approve, pursuant to article 1341 and 1342 of the Italian Civil Code, the following clauses:

Art. 2) Order; art. 4) Delivery; art. 5) Warranty; art. 6) Limitation of warranty; art. 7) Exclusion of warranty; art. 8) Conditions of validity of warranty; art. 10) Prices – Conditions of payment – delayed payments – solvency of the Client; art. 11) Title retention provision and penalty clause; art. 15) Jurisdiction and applicable law

Stamp and signature of Effer S.p.A

Stamp and signature of the Client

THE PRESIDENT
L. CIPRIANI

EFFER S.p.A.
Lorenzo Cipriani
Presidente C.d.A.



