

- GENERAL SALE TERMS AND CONDITIONS -

Definitions:	1
Art. 1. Scope	2
Art. 2. Order	2
Art. 3. The characteristics of Machines; Technical Documentation; Technical modifications; Intellectual and industrial property right	3
Art. 4. Delivery	3
Art. 5. Warranty	4
Art. 6. Limitation of Warranty.	5
Art. 7. Exclusion of the warranty.	6
Art. 8. Conditions of validity of the warranty.	7
Art. 9. Limitation of Liability	8
Art. 10. Use, maintenance and checks of the Machine/s.	8
Art. 11. Prices; Payment conditions; Late payments; Client solvency	9
Art. 12. Title retention provision.	9
Art. 13. Termination.	10
Art. 14. Privacy	10
Art. 15. Dual-use items; Compliance with laws.	11
Art. 16. Confidential information; Connectivity.	11
Art. 17. Product Recall	11
Art. 18. Jurisdiction and Applicable law.	12

EFFER S.p.A.

Società con socio unico soggetta a direzione e coordinamento di Cargotec Oyj

Sede Legale: Via IV Novembre, 12
40061 Minerbio, (BO) - Italy
CCIAA di Bologna 452179 - VAT/C.F./P.IVA/Reg. Imp. BO (IT)
01943080224 Fully Paid Up Capital € 1.600.000

Tel. +39 051 41 81 211
Web: www.effer.com
E-mail: contact@effer.com

Definitions:

Client: shall mean the buyer of the Machines (as hereinafter defined) of Effer spa (Effer spa hereinafter referred to as “Effer”).

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 contract between Effer and the client based on the General Sale Terms and Conditions and on the Client’s Order(s) as confirmed by Effer.

Parties: shall mean Effer and the Client jointly, and “**Party**” shall mean Effer or 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, if applicable, assembly of the Machine/s.

Machine/s: shall mean both terrestrial and marine machine/s and/or spare parts, accessories or components produced and/or sold by Effer.

Confidential information: shall mean any design, drawings, technical documentation, specifications, test results, performance data, business practices, procedures, improvements, know-how, inventions, reports, financial data or other information obtained by the Client from Effer under the Contract.

Delivery: means completion of the delivery of the Machines as defined in the Contract. If the Contract does not specify the Delivery, the Delivery shall be deemed to have occurred when the risk of loss and damage has passed to the Client in accordance with the agreed delivery term.

Art. 1. Scope

1.1. The present General Sale Terms and Conditions are applicable together with 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 the Machines.

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 Terms and Conditions. Any possible different General Sale Terms and Conditions drafted by the Client shall be not applicable, neither partially, unless expressly accepted by Effer in writing.

1.3. Should one or more clauses of the present General Sale and Terms Conditions be declared void, this shall not automatically affect the validity of the other clauses of the present General Sale Terms and Conditions.

1.4. The present General Sale Terms and Conditions replace any other previous agreement, both oral and written between the Parties.

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

1.6. Should one of the Parties not claim for the punctual fulfillment of the obligations raising from the Contract, it shall not entail any waiver to the correspondent rights.

EFFER S.p.A.

Società con socio unico soggetta a direzione e coordinamento di Cargotec Oyj

Sede Legale: Via IV Novembre, 12
40061 Minerbio, (BO) - Italy
CCIAA di Bologna 452179 - VAT/C.F./P.IVA/Reg. Imp. BO (IT)
01943080224 Fully Paid Up Capital € 1.600.000

Tel. +39 051 41 81 211
Web: www.effer.com
E-mail: contact@effer.com

1.7. Effer is an Italian company with a sole shareholder subject to the coordination and direction of the company Cargotec Oyj.

Art. 2. Order

2.1. Each Order shall be deemed valid and accepted by Effer only after written confirmation of Order sent by Effer 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 Machine/s shall be considered as an advance payment on the total amount due for the Machine/s.

2.4. Parties shall not without the prior consent of the other party assign any of their rights or obligations arising out of the Contract to a third party. Notwithstanding the foregoing, Effer shall be entitled to assign the Contract to any of its group companies.

Art. 3. The characteristics of Machines; 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 the Machine/s 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 performance data and the other data supplied by Effer are nominal with tolerance limits in compliance with the applicable technical rules.

3.2 Effer has the right to make any technical modification(s) to the Machines, even during the execution of the Contract or when the Contract has been already executed. These modifications shall not affect the essential characteristics of the Machines and shall be considered, at Effer's sole discretion, necessary or opportune for the best use of the Machine/s.

3.3 The Client acknowledges that Effer (or its group companies) is the exclusive owner of the trademark "Effer" (and any related trademarks and company names) 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 Effer about any violation made by third parties.

3.4. The Client shall be entitled to use the Confidential Information, drawings, documents and other information furnished by, or on behalf of, Effer only for the purpose which they were provided for. The Client shall take all necessary precautions to prevent unauthorized disclosure or use of Confidential information by the Client's employees, subagents or other intermediaries. The confidentiality obligation shall survive the termination or expiry of the Contract.

3.5. Any and all intellectual property rights related to the Machines, including, but not limited to, any and all patents, trademarks, copyright, know-how, Confidential Information, software, drawings, and/or documentation or data included in, with or comprising the Machine (hereinafter referred to as "IPR") and all ownerships rights in and to the IPR shall remain solely and exclusively with Effer or the respective rights holder. The IPR shall not, without the consent

EFFER S.p.A.

Società con socio unico soggetta a direzione e coordinamento di Cargotec Oyj

Sede Legale: Via IV Novembre, 12
40061 Minerbio, (BO) - Italy
CCIAA di Bologna 452179 - VAT/C.F./P.IVA/Reg. Imp. BO (IT)
01943080224 Fully Paid Up Capital € 1.600.000

Tel. +39 051 41 81 211
Web: www.effer.com
E-mail: contact@effer.com

of Effer, be used for any other purpose than that for which they were provided for and may not be copied, reproduced, transmitted or communicated to a third party. Effer shall not be obliged to provide any manufacturing drawings of the Machine/s to the Client or any information to the extent that it is considered by Effer to be commercially or technically sensitive.

Art. 4. Delivery

4.1. Unless otherwise agreed in writing, the delivery of the Machines shall be made “Cost, Insurance and Freight – CIF” in case of sea transport ” (according to the Incoterms, version 2020) or “Carriage and Insurance Paid to – CIP” (according to the Incoterms, version 2020). Should another Delivery term be agreed between the Parties, it remains understood that all the risks concerning the transport shall be at exclusive charge of the Client, even if the carriage, the packaging or the installation on the truck of the Machine/s is managed by Effer itself and even if Effer is asked to load the Machine/s on the truck under carrier’s supervision.

4.2. The scheduled delivery is to be considered approximate and not binding for Effer. Notwithstanding that, should Effer not be able to deliver the Machine/s 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 Machine/s.

4.3. In case of force majeure, strikes at the premises of Effer or of its supplier or of its carriers or in case of any other circumstance out of Effer’s 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 the Machine/s shall be 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 the Machine/s, 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 the Machine/s 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 the Machine/s. Should the Client continue not to collect the Machine/s, Effer shall be entitled, according to the Italian law, to deposit the Machine/s in a public warehouses or shall be entitled to ask to a Court for the authorization to sell the Machines, being understood that any expense or cost related to the custody of the Machines and/or related to the above procedures shall be exclusively born by the Client.

4.6. Unless otherwise agreed, the Client is exclusively responsible for the installation of the Machine/s on the truck or on railway wagon or on the boat, ship or vessel or on quay or on any other support, both fixed or destined to be moved and Effer shall not have any responsibility or liability nor will it be liable in case of damage or malfunction of the Machine or the support to which the Machine was installed to due to defects or problems in the installation or its delay. The Client shall follow the instructions given by Effer to ensure a correct installation of the Machine: such instructions are based on the installation of the Machine/s on a normal support. Should the Client wish to install the Machine/s on a specific support, the latter shall include such information in the Order to be sent to Effer. In case it is agreed that the installation of the Machine is performed by Effer, the Client shall indicate in the Order which is the specific support on which the Machine will be installed.

EFFER S.p.A.

Società con socio unico soggetta a direzione e coordinamento di Cargotec Oyj

Sede Legale: Via IV Novembre, 12
40061 Minerbio, (BO) - Italy
CCIAA di Bologna 452179 - VAT/C.F./P.IVA/Reg. Imp. BO (IT)
01943080224 Fully Paid Up Capital € 1.600.000

Tel. +39 051 41 81 211
Web: www.effer.com
E-mail: contact@effer.com

Art. 5. Warranty

5.1 The Machine/s have been produced and manufactured in 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 Machine/s is/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, Manual of “Instructions of Use and Maintenance” and all 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 Machine/s, as described in the Technical documentation, catalogues, leaflets and in all the other materials and technical documents prepared by Effer. Therefore, the Client acknowledges to have reviewed and ascertained that the Machine/s have the necessary and appropriate characteristics for the use they are destined to.

Therefore, Effer declines any liability for any possible malfunctioning of the Machine/s 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 Machine/s.

5.3. For a period of twelve (12) months, Effer warrants to the first client and to the following ones that the Machine/s, under normal conditions of use, has/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 hours of work or until one of the above conditions are met, Effer warrants that the carpentry, the linchpins, and/or hydraulic rams will have no mechanical breaks, under the condition that:

- The Machine/s is/are equipped with the automatic system of limitation of charge;
- The Machine/s is/are used according to the Technical Documentation and Manual of “Instruction of Use and of maintenance”;
- The Machine/s is/are 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 not use in any way the Machine/s, 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/s: 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.

EFFER S.p.A.

Società con socio unico soggetta a direzione e coordinamento di Cargotec Oyj

Sede Legale: Via IV Novembre, 12
40061 Minerbio, (BO) - Italy
CCIAA di Bologna 452179 - VAT/C.F./P.IVA/Reg. Imp. BO (IT)
01943080224 Fully Paid Up Capital € 1.600.000

Tel. +39 051 41 81 211
Web: www.effer.com
E-mail: contact@effer.com

Art. 6. Limitation of Warranty.

6.1. The present warranty shall be the sole and the exclusive warranty of Effer and all other warranties than those stated herein, whether express or implied, including without limitation any implied warranties of fitness for a particular purpose, merchantability, or non-infringement of intellectual property rights are hereby specifically excluded to the extent permissible by applicable law.

6.2. Under the present warranty, Effer undertakes, at its own discretion, to repair and/or replace the non-functioning Machine/s as a consequence of defects of material or of production

These operations shall be made by Effer's authorized service network and by the closest service network location. Unless agreed otherwise in writing by Effer, 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 Machine/s which has/have been produced, assembled and sold by Effer (or its group company).

6.5. The present warranty shall apply only when the Machine/s have been used and/or installed in accordance with the specifications and Technical documentation applicable for the Machine/s and as instructed by Effer. The warranty shall not apply a) if the Machine/s, although it/they is/are destined to be used on a truck, it/they has/have been installed on a fixed or similar base or b) if the stabilizers of the truck have been removed.

Art. 7. Exclusion of the warranty.

7.1. The present warranty does not include:

a) Ordinary maintenance of the Machine/s. The replacement of material which can be consumed due to their use, 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 other normal deterioration or wear and tear or the exposure to external elements or to non-favorable climatic conditions or to a wrong cleaning of the Machine/s (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" or in the Technical Documentation;

d) expenses afforded to move the Machine/s to Effer's authorized service network as well as the reimbursement of both direct and indirect damages and expenses for not using the Machine/s, including the cost of carriage, accommodation, car renting, machine downtime and telephone calls;

e) problems or defects not connected to defects of material or of production, but connected to a wrongful use, negligence, accidents or a wrongful installation, service, maintenance or inspections of the Machine/s;

EFFER S.p.A.

Società con socio unico soggetta a direzione e coordinamento di Cargotec Oyj

Sede Legale: Via IV Novembre, 12
40061 Minerbio, (BO) - Italy
CCIAA di Bologna 452179 - VAT/C.F./P.IVA/Reg. Imp. BO (IT)
01943080224 Fully Paid Up Capital € 1.600.000

Tel. +39 051 41 81 211
Web: www.effer.com
E-mail: contact@effer.com

f) expenses to repair those damages due to: fires, accidents, misuse of Machine/s working hour counter, wrongful operations, alterations or modifications of the original characteristics of the Machine/s;

g) expenses for machineries, devices, parts, components or optional elements which have been implemented in the Machine/s after its delivery to the first Client, even if these devices, parts, components or optional element have become standard elements of the Machine/s after the delivery to the first Client;

h) the implementation on the Machine/s of any part or component which is not an original Effer spare part and which does not meet Effer's specifications as well any cost to repair or fix non-original spare parts, material or components;

i) any claim for damages to people or property out of Machine/s;

l) costs of transfer of technicians within the scope of the warranty;

m) any damage related to a wrongful use of the Machine/s or to an use in high risk situations as described in the Manual of "Instructions of Use and maintenance" or the Technical Documentation;

7.2. Any part or component replaced by Effer becomes of exclusive property of Effer itself and the beneficiary of the replacement will not anymore have rights on it. After examining the component to be replaced, Effer can deny the application of the warranty if it 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 non-original parts or components which do not meet Effer's specifications;

c) modification not authorized by Effer and/or not operated by Effer licensed staff;

d) damages to carpentry not immediately repaired by Effer's authorized service network;

e) Violation of all those rules indicated in the Technical Documentation, Manual of "Instructions of Use and Maintenance", catalogues, and/or in any other material concerning, especially, the warnings for the implementation, use, inspection and maintenance of the Machine/s;

f) Use of the machines in a place or in conditions other than those agreed or in places characterized by particular climatic situation;

g) Use of the Machine/s by personel not properly instructed and oriented;

In the above cases, the Client undertakes to discharge Effer from any claims of third persons against Effer.

7.4. The absence of the leads on the electro-hydraulic records causes the immediate annulment of the warranty. The leads can exclusively be replaced by Effer or Effer's authorized service network and this operation shall be promptly communicated to Effer.

EFFER S.p.A.

Società con socio unico soggetta a direzione e coordinamento di Cargotec Oyj

Sede Legale: Via IV Novembre, 12
40061 Minerbio, (BO) - Italy
CCIAA di Bologna 452179 - VAT/C.F./P.IVA/Reg. Imp. BO (IT)
01943080224 Fully Paid Up Capital € 1.600.000

Tel. +39 051 41 81 211
Web: www.effer.com
E-mail: contact@effer.com

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

7.6. Defects or malfunctioning of the Machine/s do not entitle the Client to suspend or postpone any payments of the Machine/s to Effer. Any intervention under the present warranty does not renew the present warranty, which duration is strictly limited to the period indicated in article 5.3 of the present General Sale Terms and Conditions.

7.7. Any other responsibility or liability, either contractual or non-contractual, for damages, both direct and indirect, to the Client or to third parties or persons, in connection with defects or faults of the Machine/s are expressly excluded, even if such defects or faults have an epidemic nature.

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

7.9. The application of the bucket on the Machine/s is possible only if the Manual of “Instructions of Use and Maintenance” and the Technical documentation so provide. Otherwise, the 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 the Machines are communicated by a written notice to the closest Effer’s authorized service network location 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 to Effer the defect or the fault and shall transmit, if possible, any appropriate technical and/or photographic documentation and shall allow Effer or Effer’s authorized service network personnel to immediately access to the Machine/s. In case of non-fulfillment of the above obligations, the present warranty shall not apply.

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 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 Machine/s 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.

8.6. Effer undertakes to bear the costs concerning the elimination of defects under the economic conditions agreed with its authorized service network in the country where the Machine/s has been sold for the first time. Therefore,

EFFER S.p.A.

Società con socio unico soggetta a direzione e coordinamento di Cargotec Oyj

Sede Legale: Via IV Novembre, 12
40061 Minerbio, (BO) - Italy
CCIAA di Bologna 452179 - VAT/C.F./P.IVA/Reg. Imp. BO (IT)
01943080224 Fully Paid Up Capital € 1.600.000

Tel. +39 051 41 81 211
Web: www.effer.com
E-mail: contact@effer.com

should the Client resell the Machine/s to a third country, then Effer shall not bear any cost other than the applicable costs (i.e. manpower, spare parts etc.) in the State where the Machine/s has/have been sold for the first time.

Art. 9. Limitation of Liability

9.1. In no event shall Effer be liable, whatever the cause thereof, for loss of business, goodwill, revenue, profits, data, production or costs for hire of substitute equipment or machinery or for any indirect, special, punitive or consequential damages. The aggregate liability of Effer shall always be limited to the Contract Price.

9.2. The limitations and exclusions of liability hereby set out shall not apply in case of fraud, wilful misconduct or gross negligence or in the event of death or personal injury caused by negligence. Furthermore, the limitations and exclusions of liability set out herein shall not apply to any liability imposed by the mandatory provisions of applicable law where liability cannot be excluded or limited.

9.3. The remedies of the Client set forth in the Contract are the exclusive remedies of the Client, to the extent permissible by the applicable law.

Art. 10. Use, maintenance and checks of the Machine/s.

10.1. The functioning, the care, the maintenance of the Machine/s according to the Manual of “Instructions for use and maintenance” and Technical Documentation are under the responsibility of the Client.

10.2. The operations indicated in the Manual of “Instructions of use and maintenance” and Technical Documentation must be carried out according to the time periods thereby recommended and duly registered in the specific Book (Annex “Y” of the above said Manual).

10.3. The registration of the above said operations is necessary to ensure if the Machine/s has/have been correctly used and shall be delivered by the Client to the user of the Machine/s.

10.4. Once the Machine/s has/have worked for a specific number of hours, according to the maintenance plan, 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 technician.

10.5. 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/s. 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 24 months, as stated in art. 5.3. of the present General Sale Conditions, shall neither apply.

10.6. Other inspections, checks and controls that the Client shall carry out during the life of the Machine/s are indicated in the Manual of “Instructions of use and maintenance”. They are necessary in order to keep the safe condition of the Machine/s and to keep the quality and the characteristics of the Machine/s. 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/s. Should any anomaly be ascertained, the Client shall immediately inform Effer.

EFFER S.p.A.

Società con socio unico soggetta a direzione e coordinamento di Cargotec Oyj

Sede Legale: Via IV Novembre, 12
40061 Minerbio, (BO) - Italy
CCIAA di Bologna 452179 - VAT/C.F./P.IVA/Reg. Imp. BO (IT)
01943080224 Fully Paid Up Capital € 1.600.000

Tel. +39 051 41 81 211
Web: www.effer.com
E-mail: contact@effer.com

Art. 11. Prices; Payment conditions; Late payments; Client solvency

11.1. The prices of the 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.

11.2. The prices of the Machines shall be considered fixed and unchangeable if the Delivery takes places within 150 days starting from the confirmation of the Order. In case of deliveries beyond the aforementioned time limit, 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 until the Delivery of the Machine and until 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.

11.3. The payments shall be always made at Effer's premises. The Client shall be never entitled for any reason to postpone the payments, even in case of delayed delivery or in case of any claim.

11.4. 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, 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 is expressly entitled to issue a Bill of exchange or request such other instrument securing Client's payment obligations (such as payment bank guarantee).

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

11.5. Save for what is set forth in article 11.4, in case of delayed or non-payment of the price at the scheduled date, an interest of (8) eight percentage points above the rate of the main refinancing facility of the European Central Bank in force on the due date of the payment, calculated from the due date until the date of actual payment shall apply.

Art. 12. Title retention provision.

12.1. If the payment of the price is made by instalments, then the Client shall acquire the property of the Machine/s, 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.

Art. 13. Termination.

13.1. In addition to the other termination rights hereby provided for, either Party may terminate the Contract with immediate effects if (i) the other party breaches the Contract and has not remedied the situation within thirty (30) days from the receipt of written notice thereof; or (ii) the other Party becomes insolvent, bankrupt, enters into reorganization or a threat thereof is evident or (iii) the other Party suspends or threatens to suspend payment of its debts as they fall due or is deemed or declared to be unable to pay its debts under applicable law; or (iv) the other Party fails to make any payment within the time specified in the Contract.

EFFER S.p.A.

Società con socio unico soggetta a direzione e coordinamento di Cargotec Oyj

Sede Legale: Via IV Novembre, 12
40061 Minerbio, (BO) - Italy
CCIAA di Bologna 452179 - VAT/C.F./P.IVA/Reg. Imp. BO (IT)
01943080224 Fully Paid Up Capital € 1.600.000

Tel. +39 051 41 81 211
Web: www.effer.com
E-mail: contact@effer.com

13.2. In case of termination due to Effer's default, Effer shall be paid for the value of the work completed to such date and Machine/s already delivered as well as materials ordered but not delivered to the Client which Effer cannot utilize for the other customers.

13.3. If Effer terminates the Contract, in whole or in part, due to Client's fault (which includes cancellation of the Order at any time) without prejudice to any other remedies which may be available for Effer: (i) the Client shall compensate Effer for the loss it suffers as a result of or in connection with the Client's default (including, but not limited to, and loss of profits and any indirect or consequential losses); and (ii) any invoices relating to the provision of Machines which are outstanding and unpaid as at the date of termination of the Contract shall become immediately due and payable with effect from such date.

Art. 14. Privacy

14.1. Pursuant to EU Regulation No. 679/2016, the Client acknowledges that its personal data may be collected and treated by Effer or its group companies 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.

14.2. Client must transmit to Effer such data (for example personal data and VAT number) which are necessary to comply with the obligations arising 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.

14.3. It is understood that the same data can be transmitted to the competent Authority in order to comply with the obligations arising 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. Moreover, only those employees and third persons so authorized by Effer or its group companies can access such data.

14.4. The Client can exercise any right connected to EU Regulation No. 679/2016 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).

Art. 15. Dual-use items; Compliance with laws.

15.1. Effer 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.

15.2 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

EFFER S.p.A.

Società con socio unico soggetta a direzione e coordinamento di Cargotec Oyj

Sede Legale: Via IV Novembre, 12
40061 Minerbio, (BO) - Italy
CCIAA di Bologna 452179 - VAT/C.F./P.IVA/Reg. Imp. BO (IT)
01943080224 Fully Paid Up Capital € 1.600.000

Tel. +39 051 41 81 211
Web: www.effer.com
E-mail: contact@effer.com

Authority, against Effer could lead to the suspension and even to the total cancellation and/or annulment of the Order, without Effer being responsible of such events and thus being the latter exempted from any liability, even in terms of damages.

15.3. Each Party shall comply with and shall conduct its business at all times in accordance with all applicable laws and regulations pertaining to, without limitation, sanction requirements and (re-)export control regulations, anti-money laundering, bribery and anti-corruption, as well as the US Foreign Corrupt Practices Act and the UK Bribery Act. When reselling the Machine/s, the Client shall comply with sanction requirements imposed, administrated or enforced from time to time by European Union, the United Nations Security Council and any other applicable sanctions authority.

Art. 16. Confidential information; Connectivity.

16.1. The Client undertakes to use the Confidential Information only for the purposes of the execution of the present Contract and for the use of Machines. The Client shall ensure to adopt and comply with appropriate measures to avoid that Confidential Information is disclosed to any third parties without the prior and written approval of Effer.

16.2. Effer, or a third party designated by Effer, shall at all times have the right to (i) install, maintain and dismantle remote diagnostics tools or similar sensor-based connectivity capabilities (“Connectivity”) in and from the Machine/s; and (ii) access, send, receive, collect, store and use any and all information and data gathered through the Connectivity, including but not limited to, information concerning efficiency, availability, downtime, operation, operating environment, movement, condition, logon, location and similar information relating to the Machine (the “Information”). Such Information may be used for optimizing the Machine/s, services or any related goods or services as well as for Effer’s or its group companies’ internal business and/or operating purposes. Effer shall be responsible for complying with applicable laws and regulations related to such Information

16.3. The Client shall not in any way remove, disable, or interfere with the Connectivity or the Information. Any intellectual property rights or other right and title in and to the Connectivity features and the Information and all their further developments shall at all times be and remain the exclusive property of Effer.

Art. 17. Product Recall

17.1. The Client acknowledges that Effer has obligations pursuant to applicable legal requirements in respect of product safety. The Client undertakes not to take any actions or do anything, which may hinder or restrict Effer’s ability to comply with such legal requirements.

17.2. The Client undertakes to provide any assistance as may reasonably be requested by Effer in connection with contacting customers or end-users of the Machine/s in order to effect any product recall process.

17.3. Unless required by applicable laws, the Client may not undertake any recall or withdrawal without the written permission of Effer and only then in strict compliance with Effer’s instructions as to the process of implementing the recall or withdrawal.

Art. 18. Jurisdiction and Applicable law.

18.1. Any dispute, controversy or claim arising out of or in connection with the Contract or any Order, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said rules. The

EFFER S.p.A.

Società con socio unico soggetta a direzione e coordinamento di Cargotec Oyj

Sede Legale: Via IV Novembre, 12
40061 Minerbio, (BO) - Italy
CCIAA di Bologna 452179 - VAT/C.F./P.IVA/Reg. Imp. BO (IT)
01943080224 Fully Paid Up Capital € 1.600.000

Tel. +39 051 41 81 211
Web: www.effer.com
E-mail: contact@effer.com

proceedings shall be held in Milan, Italy and, unless otherwise agreed by the Parties, the language of the proceedings shall be English.

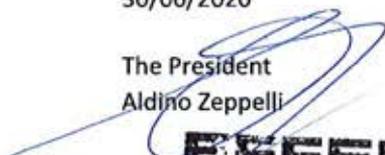
18.2. Notwithstanding the aforesaid, Effer shall be alternatively entitled to undertake any legal proceedings also in the competent Court of its headquarters or in the competent Court of Client's headquarters.

18.3. Any question related to or in connection with the validity and/or the interpretation of the present General Sale Terms and 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.

Date, Stamp and signature of Effer spa
30/06/2020

Stamp and signature of the Client

The President
Aldino Zeppelli



EFFER S.p.A.
Via IV Novembre, 12
40061 Minerbio (BO)
P. IVA 01943080224

Parties declare that they have entirely read the above General Sale Terms and 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. 9) Limitation of Liability; art. 11) Prices – Conditions of payment – delayed payments – solvency of the Client; art. 12) Title retention provision and penalty clause; art. 18) Jurisdiction and applicable law

Stamp and signature of Effer spa

Stamp and signature of the Client



EFFER S.p.A.
Via IV Novembre, 12
40061 Minerbio (BO)
P. IVA 01943080224

EFFER S.p.A.
Società con socio unico soggetta a direzione e coordinamento di Cargotec Oyj

Sede Legale: Via IV Novembre, 12
40061 Minerbio, (BO) - Italy
CCIAA di Bologna 452179 - VAT/C.F./P.IVA/Reg. Imp. BO (IT)
01943080224 Fully Paid Up Capital € 1.600.000

Tel. +39 051 41 81 211
Web: www.effer.com
E-mail: contact@effer.com