

ROLFO S.p.A. Unico Socio

Società soggetta ad attività di direzione e coordinamento di Rolfo Holding S.r.l.

Capitale sociale € 3.212.500,00 i.v. - R.E.A. n. 35729 della C.C.I.A.A. di Cuneo

📍 C.so IV Novembre, 30 - 12042 Bra (CN)- ITALY - ☎ +39 0172.472111 - 📠 +39 0172.423659 - 🌐 www.rolfo.com - ✉ info@rolfo.com - ✂ C.F. e P. IVA: IT00184310043

General Condition of Sale of goods

1. Whereas

1.1 The orders are undertaken by ROLFO at the conditions set forth in the present General Conditions, which are deemed accepted by the Buyer with the issuing of the sale offer. Possible derogations and/or amendments shall be effective only if specifically agreed upon in writing.

1.2 The present General Conditions shall regulate, save for possible derogations specifically agreed upon in writing, all present and future sales agreements between the parties. Any possible general conditions of the Buyer shall not have force unless they are expressly signed by ROLFO.

1.3 In the present General Conditions the word “Products” shall mean the goods that are subject of each sale agreement ruled by the present General Conditions (herein after referred to as: “the Sale Agreement”).

1.4 The Sale Agreement, as well as the present General Conditions, are governed by Italian law and particularly by the United Nations Convention on Contracts for International Sale of Goods, signed in Vienna 11th April 1980 with the only exception for what provided for in clause 7.

1.5 The present general conditions also apply , if compatible, when the products are acquired by the Buyer through contract of exchange (barter)by means of which the Buyer transfers to ROLFO the title of ownership of used products as partial payment and this latter transfers to the Buyer the products according to art. 12 here in after.

2. Conclusion of the Sale Agreement

2.1 ROLFO submits to the BUYER an offer according to these General Conditions of Sales (“**OFFER**”), which with the Buyer’s acceptance, within its validity period (indicated in the offer) becomes the Buyer’s Purchase offer.

2.2 The Purchase offer submitted by the Buyer to Rolfo shall be binding for the Buyer and with the written confirmation of ROLFO to the Buyer purchase offer, the sale is concluded and the sale Agreement becomes binding.

2.3 The modifications of the provisions set forth in the OFFER or in Rolfo’s order confirmation are not valid without ROLFO’s express written authorization and acceptance.

3. Samples, drawings, technical documents and specifications

3.1 Weights, sizes, colors, and other data contained in the marketing catalogues, brochures, circulars, advertisements, or other illustrative documents of Rolfo have to be considered as indicative information; ROLFO has a policy of continuous improvement and therefore reserves the right at any time without notice to make any modification in the design and in the form provided that these modifications do not constitute a considerable alteration of the Product.

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3.2. ROLFO does not guarantee the Product conformity to particular specifications or features other than those expressly agreed upon or referred to in the Sale Agreement.

4. Truck Specifications

4.1 The Buyer undertakes to supply to ROLFO Truck Tractors to be equipped, according to the specifications and requirements indicated by Rolfo in the section: TRUCK Specifications “Mandatory & Recommended features” list, available for each truck manufacturer and Rolfo Product.

4.2 The Buyer undertake to inform Rolfo within (2) two weeks from the signature of the Buyer ‘s Purchase offer , and not later than 8 weeks prior to truck arrival in ROLFO about the chosen TRUCK Brand & Specs (in accordance to article 4.1) and of related information such as: VIN Numbers and/or Order Number of the truck manufacturer and Expected delivery date at Rolfo premises.

5. Delivery terms

5.1 ROLFO shall inform the Buyer of the actual date in which the Products will be ready for the delivery within 10 (ten) working days from the date of the arrival of the truck tractor at Rolfo premises to be equipped, or in case of sale of product not to be equipped on Truck such as “semitrailer” from the date of the confirmatory down-payment of the sale. Therefore all delivery terms indicated in the OFFER are approximate and they are not binding for ROLFO.

5.2 From the date of the READINESS for delivery indicated by Rolfo, within 15 days the Buyer shall have to inspect and take the delivery of the Products (Buyer’s Taking of Delivery Period).

5.3. The Buyer undertakes to promptly take delivery the Products. In case of delay of the Buyer in taking of delivery of the Products and particularly after 30 days from the Buyer’s Taking Delivery Period, ROLFO shall be entitled to a penalty equal of 1% of the price of the Products concerned for each week of delay in the collection, save for any further damage. . The refusal to take delivery of the Products after 30 days after the actual date in which the products are ready for the collection shall entitle ROLFO to terminate the Sale agreement and to claim a compensation of all the damages and a penalty for any Product not collected according by the law.

5.4 ROLFO shall not be liable for delays due to force majeure (as determined in article 11), or to acts or omissions of the Buyer (e.g. failure to communicate the necessary data for the supply of the Products, delays in the delivery to ROLFO of the truck tractor and/or the truck chassis etc.) or to acts or omissions of a third party (e.g. delays in the delivery to ROLFO of the truck tractor and/or the truck chassis).

5.5 ROLFO shall always deliver the product Ex works (INCOTERMS terms in force at the date of signature of the contract), Rolfo’s premises in Bra (CN), Italy unless different incoterms terms are indicated and agreed in the offer countersigned by the parties.

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6. Inspection of the goods and complaints

6.1 The Buyer has to examine the Product with due diligence or cause them to be examined within the Buyer's Taking Delivery Period. Any complaints related to Rolfo products must precisely specify, under penalty of forfeiture, the detected defect and the Products identification or the components on which the defect was found. The Products for which a complaint is made shall have or can be requested to remain at Rolfo's disposal in order to be examined.

6.2 Should the Sale agreement includes Products not manufactured by Rolfo (e.g. truck tractor), the Buyer shall not have the right to any claim against ROLFO with regard to possible defects of such Products and ROLFO is not entitled to receive any complaints or claims concerned and it is not liable for any defects and or damages connected to such Products.

6.3 The examination of the defects and the warranties of the Products manufactured by ROLFO are carried out on behalf of ROLFO, by Rolfo Service S.r.l., (Via 1 Maggio, 5 12042 Bra (Cn) Italy /email: assist@rolfo.com) in compliance with ROLFO's Warranty standard conditions known to the buyer. Rolfo Service s.r.l. shall inform the Buyer to which Service Station or other place the components and/or Products subject to complaint shall have to be brought.

6.4 In case of disagreement between the parties on the type or extent of the defect, in case the parties do not reach an amiable solution within 60 days from the complaint, the Product complained shall have to be made available for inspection by an expert agreed upon by the parties.

6.5 It is understood that possible complaints or claims do not entitle the Buyer to suspend or however delay the payment of the Products complained, or of any other supply.

7. Retention of title of Ownership

7.1 It is understood that ROLFO retains title of the Product delivered until it has received the full payment of their price. The Buyer cannot claim the restitution of the partial payments of the price already paid, which shall be acquired by ROLFO by way of indemnification, save for any further damage.

7.2 The Buyer engages to give evidence of the retention of title in favour of ROLFO in any document related to the Product.

7.3 The reservation of title is extended to the Product sold by the Buyer to third parties and to the price of such sale, within the maximum limits set forth by the law.

8.Prices

8.1 The prices agreed upon by the parties are related to the single Sale Agreement.

8.2 Unless otherwise agreed upon by the parties, the prices are deemed for the Product delivered Ex Works Bra it being understood that any other costs or duty shall be held by the Buyer.

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9. Payment Conditions

9.1 All the payments shall be made at ROLFO's seat by means of a bank transfer indicated in the invoices as per payment terms mentioned in the offer/contract.

9.2. In case of late payment, the Buyer shall have to pay ROLFO an interest for late payment equal to the interest rate applied by the European Central Bank to its main refinancing operations plus 8 percentage points, according to article 4 of the Italian Legislative Decree 9 October 2002, n. 231 (Directive 2000/35/EC on combating late payment in commercial transactions).

9.3 The Buyer shall not be entitled to make any deductions from the agreed price (e.g. for an advance payment or in case of alleged Product's defects), or otherwise refuse or suspend the payment without prior written agreement with ROLFO. Furthermore in case of delays in payment, ROLFO may unilaterally modify the terms of possible further supplies and/or suspend them until it has obtained an adequate payment guarantee bond.

10. Warranty

10.1 ROLFO's grants exclusively to the Products manufactured by him a contractual warranty which is ruled by the Rolfo 's warranty standard Conditions (hereinafter "ROLFO Warranty") in force and delivered to the Buyer that the Buyer declares to know and to accept.

11. Force Majeure

11.1 Each party shall be entitled to suspend the performance of its contractual obligations in the event that such performance is rendered impossible or unreasonably onerous due to an impediment beyond reasonable control, for example: strikes, boycotts, lockouts, fire, earthquake, flood, war (whether declared or not), civil war, riots or revolution, requisitions, embargoes, power failures, delays in delivery of components or raw materials.

11.2 Should the suspension due to force majeure last for more than 6 weeks, each part shall have the right to terminate the agreement by giving 10 days notice in writing to the other party.

12. Contract of exchange

In case of Contract of Exchange set forth in art. 1.5, it is agreed that the products offered by the Buyer shall be in normal condition of use according to the ROLFO General condition of purchase of pre-owned vehicles. Should the products offered by the Buyer are not in normal conditions of use as requested by Rolfo, ROLFO have the right: to invoice to buyer the necessary repair and integration to make it comply with the "General condition of purchase of pre-owned vehicle" or not to accept the transfer of such products, and to request to the Buyer the complete payment in money of ROLFO's Products.

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13 Jurisdiction

The Courts of the legal seat of the Seller shall have exclusive jurisdiction with respect to any dispute arising out of or in connection with these General Conditions; however, as an exception to the above, ROLFO is in any case entitled to bring an action before the competent Courts at the seat of the Buyer.

or if the Buyer has its seat outside CEE

All dispute arising out of or in connection with the present General Conditions shall be finally settled under the Rules of Arbitration Chamber of Piedmont by one or more arbitrators appointed in accordance with the said Rules.

(place) _____, (date) _____

The Buyer

The Buyer declares that he approves specifically, with reference to Article 1341 of the Italian Civil Code, the following clauses of the present General Conditions: Art.1 Object of the Contract, Art. 4 Truck specifications ,Art.5 Delivery Terms, Art.6 Complaint, Art.7 Retention of Title of Ownership Art.9 Payment Conditions, Art.10 Warranty.

(place) _____, (date) _____

The Buyer