

## GENERAL CONDITIONS OF SALE

1) **Parties to the Contract** – The Seller is Briarwood Landini S.r.l., producer and/or supplier of the manufactured goods covered by this supply contract. The Buyer is the party to whom the invoices are made out for the manufactured goods covered by the contract.

2) **Orders and Acceptance** - Briarwood Landini S.r.l. reserves the right to accept or refuse any order within 3 working days.

The Buyer is required to carefully verify the product characteristics, quantities and prices which Briarwood Landini S.r.l. sends them in the specific order confirmation used to fulfill the order.

The Buyer must return to Briarwood Landini S.r.l. the order confirmation signed and stamped in acceptance; if no response is received within 24 hours, Briarwood Landini S.r.l. will consider the order confirmation approved.

The Buyer recognizes and accepts that production will commence only upon receiving the approved order confirmation, i.e., in the 48 hours following reception of the order confirmation prepared by Briarwood Landini S.r.l.

3) **Delivery** – Briarwood Landini S.r.l. undertakes to respect the terms agreed upon in the order. A grace period of 15 working days is permitted; under no circumstances will the Buyer have the right to request cancellation of the contract or refuse to accept the supplied goods due to delivery delays within the pre-established conditions, nor will it have the right to claim damages. The terms of delivery may be extended for reasons of *force majeure*. Those conditions which prevent or delay the production of manufactured goods such as (but not limited to) strikes (including within the company), lock-outs, fire, import bans, delays in supply of raw materials or energy shortages, and other conditions which prevent or delay manufacturing, are generally considered to be *force majeure* and, therefore, Briarwood Landini S.r.l. cannot be considered responsible for delivery delays. Once 30 days have lapsed from the notification that the goods are ready, or the delivery date in the event the Buyer is unable to pick-up the goods, Briarwood Landini S.r.l. has the option of issuing the final sale invoice.

Once this period has lapsed, Briarwood Landini S.r.l. cannot be held responsible in any way for the state of the goods.

**4) Payment** – Payment must be made as specified in the order. Any claims or complaints, whether made directly or indirectly, do not give the right to suspend payment.

**5) Interest Charges** – In the event of delays in payment, as provided for in It. Legislative Decree 231/02, the Buyer must pay the interest on arrears, starting from the agreed-upon due date.

**6) Shipping and Delivery** – The Buyer is responsible for checking the goods upon delivery. Even if sold free at destination, the goods are always shipped at the Buyer's risk. Any visible defects and missing goods must be declared at the time of delivery (by making a written note on the packing list) in order to avoid nullifying the product warranty. For unloading, moving and warehousing, the instructions supplied by Briarwood Landini S.r.l. must be followed. Any costs for parking, warehousing or waiting to unload are the responsibility of the Buyer, including for goods supplied free at destination. Any claims must be made to the Seller within eight (8) days of receiving the goods while the deadline for legal action is one year, as provided for in civil code provision 1495. Claims must be described in detail to allow Briarwood Landini S.r.l. to perform a prompt and complete check. The goods involved in the claim must be held available for Briarwood Landini S.r.l. which only accepts returns if agreed upon in advance; shipping costs are always the responsibility of the Buyer.

**7) Tolerances** – The technical data supplied by Briarwood Landini S.r.l. for its goods refer to the time of delivery. The Buyer accepts the tolerances given in the catalogues and/or technical data sheets of the Seller.

**8) Warranty** – The goods produced by the Seller are guaranteed in conformity with existing legislation and/or specific, enclosed warranty certificate which the Buyer accepts in full.

**9) Forfeiture of Payment Date** – In the event the scheduled payment of even just one installment of the price is missed, the Buyer will forfeit the payment date benefit even for future installments. Briarwood Landini S.r.l. will have the right to claim compensation for damages.

**10) Suspension or Cancellation** – Failure of the Buyer to observe payment conditions or any other contract agreement will give Briarwood Landini S.r.l. the right to suspend or defer fulfillment of its contractual commitments, or cancel the contract by simply communicating this fact, and it will also include compensation for damages.

Landini also has the option of withdrawing from the contract without onus should it become aware of complaints against the Buyer, as well as any admonitory actions or insolvency proceedings.

**11) Court of Jurisdiction** – In the event of controversy pertaining to the interpretation, application, implementation and cancellation of this contract, the only legal court of jurisdiction is the Court of Reggio Emilia, including in the event of joinder.

**12) Applicable Legislation** – For anything not explicitly specified in the agreement, the Italian Civil Code will be the reference standard relating to sales.

**13) Privacy statement** – In conformity with Italian Legislative Decree 196/03, Briarwood Landini S.r.l. is authorized to process the information supplied for this business agreement and to send communications and/or information and/or advertising information.

In conformity with Art. 13 of the above-cited Legislative Decree, the Buyer may, at any time, exert the rights provided for in this decree to contact the individual responsible for data processing; this individual is the acting legal representative of Briarwood Landini S.r.l., Via Curiel 27/A, Castelnuovo Sotto (RE).

Signed

for Briarwood Landini S.r.l.

for the Buyer

We hereby declare to have examined the general contract conditions and to specifically approve, in conformity with Arts. 1341 and 1342 of the civil code, the agreements included in paragraphs 1) Parties to the Contract; 2) Orders; 3) Delivery; 4) Payment; 5) Interest Charges; 6) Shipping and Delivery; 7) Tolerances; 8) Warranty; 9) Forfeiture of Payment Date; 10) Suspension or Cancellation; 11) Court of Jurisdiction; 12) Applicable Legislation; 13) Privacy Statement.

Signed

for Briarwood Landini S.r.l.

for the Buyer