

GENERAL CONDITIONS OF SALE

1 - DEFINITIONS - 1.1. "Romec": Ro.mec. s.r.l., with its operational headquarters in Robassomero (TO), Via C. Colombo, 9-11, registered in the Register of Companies of Turin at No. 1949/89. **1.2. "Customer":** the entity, natural or legal person that signs, together with Romec, these General Conditions of Sale (hereinafter, for the sake of brevity, also as "GCS"). **1.3. "Remanufactured":** if not better specified, an engine, gearbox, selespeed, head, turbocharger, injector, injection pump or other remanufactured products marketed by Romec. **1.4. "New":** if not better specified, an engine, gearbox, selespeed, head, turbocharger, injector, injection pump or other new products marketed by Romec. **1.5. "Product"** (or "Products"): Remanufactured and/or New marketed by Romec. **1.6. "Written-off"** or "W/O": if not better specified, the engine, gearbox, selespeed, head, turbocharger, injector, injection pump or other used products which the Customer replaces with a Remanufactured product. **1.7. "Incoterms 2010":** glossary of international trade terms for the consignment of goods published by the I.C.C. of Paris. **1.8. "Warehouse":** if not otherwise specified, the Romec warehouse in Robassomero (To), Via Cristoforo Colombo, 9-11. **1.9. "Factory":** if not otherwise specified, the Romec factory in Robassomero (To), Via Cristoforo Colombo, 9-11. **1.10. "Website":** the website www.romec.it. **1.11. "Technical Instructions":** the technical sheets inserted in each Product's packaging – and, in any case, available at all times on the Website in the "Documents" section - which illustrate both the necessary preliminary steps and the correct method of mounting and/or dismantling each type of Product. **1.12. "Returned Under Warranty"** or "RUW": the Product returned by the Customer to Romec for alleged defects within the end of the warranty period. **1.13. "Complaint Reporting Form"** or "CRF": the document (available at all times on the Website in the "Documents" section) with which the Customer communicates the data necessary to Romec for the administration of an RUW.

2 PREMISES - 2.1. The General Conditions of Sale (GCS) shall apply to all undertakings for the supply of Products between Romec and the Customer following the signing of this document. **2.2.** In the event of conflict or inconsistency between the GCS and the special provisions contained in specific contracts, the special provisions shall prevail in relation to the subject matter of that individual contract. **2.3.** The Customer declares the full acceptance of the GCS and waives any General Conditions of Purchase, wherever reported, in favour of Romec. **2.4.** The signing of the GCS involves the unconditional acceptance of contractual conditions listed hereunder and is effective only with the written acceptance of Romec, on the sending of the transport document to the Customer (hereinafter, for the sake of brevity, also as "TD") related to the first purchase order following the signing of this document.

3 – ORDER PLACEMENT - 3.1. Any purchase order must reach Romec by telephone or in written form by fax or email.

4 - ACCEPTANCE - 4.1. Romec reserves the right to accept each individual purchase order by sending the TD related to the ordered Products. **4.2.** In the event of non-communication on the part of Romec, the purchase order is deemed to not have been accepted.

5 - PRICES - 5.1. The exact prices for the sale of Products shall be construed as those in force at the time of consignment and shall be understood as being EXW Warehouse goods, excluding VAT.

6 – CONSIGNMENT OF A WRITTEN-OFF PRODUCT - 6.1. The Customer, within 90 days from the purchase of each Remanufactured product, must deliver the Written-off product to the Warehouse, complete with all its components, and it must strictly be the same part that shall replace the purchased Remanufactured.

7 - DEPOSIT FOR A WRITTEN-OFF PRODUCT - 7.1. Concomitantly with the payment of the price of the Remanufactured, the Customer must pay Romec, with the same procedures and deadlines, a sum by way of a deposit for the consignment of the W/O. **7.2.** This deposit will be refunded by Romec to the Customer after the consignment of the W/O if this conforms to the Remanufactured and is deemed, as a result of the verification referred to in art. 10, suitable for remanufacturing in accordance with the criteria set out in the following arts. 8 and 9. **7.3.** The deposit shall be determined from time to time to the extent indicated by Romec on the TD of the sale of the Remanufactured. **7.4.** In every case, the deposit does not represent the W/O price, nor does it correspond to the real value of the W/O. **7.5.** If not resident in Italy, the Customer hereby undertakes to issue an appropriate sales invoice whenever the Customer delivers a W/O to Romec; the amount of this invoice must be equivalent to the deposit referred to in the preceding art. 7.3. or, in the case of a non-remanufacturable W/O, at the lower amount determined pursuant to art. 11 hereunder. Failure to receive this invoice absolves Romec from refunding the deposit.

8 – CONFORMITY OF THE WRITTEN-OFF TO THE REMANUFACTURED - 8.1. The Customer must return the part replaced by the purchased Remanufactured to Romec as a W/O.

9 – SUITABILITY OF A WRITTEN-OFF FOR REMANUFACTURING - 9.1. The W/O must be delivered to Romec devoid of lubricating oil and in a condition which allows remanufacturing within the tolerances allowed by the Manufacturers. **9.2.** In particular, the parameters listed hereunder must be respected for each W/O: a) engine: must be whole, complete with all its parts and having a crankcase devoid of cracks; b) gearbox: must be whole, complete with all its parts and having supports and bell housing devoid of cracks; c) head: must be whole and complete with all its parts; d) turbocharger, injector, injection pump or other W/O: must be whole, complete with all their parts and have no external fractures.

Ro.mec s.r.l.

www.romec.it

Sede operativa: via Cristoforo Colombo n. 9-11 – Zona Industriale – 10070 Robassomero (TO)

Sede legale: corso Francesco Ferrucci 77/9 – 10138 Torino

Tel 011/9241150 – Fax 011/9235251 – PEC: pec@pec.romec.it

Reg. Impr. Uff. Torino N. 731541 R.E.A. Torino N. 1949/89 – C.F./P.I. 05716290019

10 – VERIFICATION OF THE WRITTEN-OFF - 10.1. Verification of the W/O is, in all respects, carried out at the Factory within 30 days of receipt thereof. **10.2.** The Customer has the right to request Romec, simultaneously with the placing of the order, to assist or to provide assistance to the person delegated by the Customer for the verification. In this case, Romec shall inform the Customer of the date on which such verification shall be carried out at the Factory. **10.3.** In the absence of the Customer or delegate, verification shall still be validly performed. **10.4.** Any complaints in relation to the results of the verification must be formalised in writing upon execution of this verification. If, during that procedure, no written complaints are formalised, the results of the verification as formulated by Romec shall be deemed to have been definitively accepted by the Customer. **10.5.** Following the verification, and when due, Romec shall proceed to refund the deposit, or part thereof, within 30 working days.

11 – NON-REMANUFACTURABLE WRITTEN-OFF - 11.1. In the event of a W/O that is partially or wholly non-remanufacturable, the deposit shall be partially or entirely withheld by Romec by way of compensation.

12 – CONSIGNMENT OF PRODUCTS - 12.1. The consignment of Products takes place within the time period determined by the parties at the time of the order. **12.2.** Unless otherwise determined by Romec, the consignment of Products is agreed to be EXW Warehouse (Incoterms 2010) with the remittance of the goods to the Customer or to its carrier or freight forwarder. **12.3.** Therefore, from that moment, the Customer shall bear the risks of loading, transport, unloading, and anything else related to the loss and/or damage to the Product. **12.4.** In the event of Product and/or W/O shipment, related costs are charged to the Customer.

13 - LIMITATION OF DAMAGES FOR LATE CONSIGNMENT - 13.1. Romec shall do everything in its power to fulfil the contract and/or consign the Products within the time limits as may be agreed but in no case may it be held liable for damages that are directly or indirectly caused to the Customer or to third parties due to the late execution of an obligation arising from the contract or delayed consignment of Products.

14 - PAYMENTS - 14.1. Payment must be made at the Romec operational headquarters in Robassomero (To), Via C. Colombo, 9, Italy, in accordance with the agreed deadlines and manner. **14.2.** Unless expressly agreed otherwise, payment must be made by cash on delivery. **14.3.** In addition to other remedies permitted by applicable law or by these General Terms and Conditions, Romec reserves the right to charge interest on arrears for late payments with effect from the date on which it became entitled to payment at the ABI (*Associazione Bancaria Italiana*) rate effective on that date. **14.4.** Any dispute with regard to the Products does not free the Customer from the obligation of punctual and full payment of the agreed amount in accordance with the established manner.

15 – RETENTION OF TITLE - 15.1. If it is agreed that payment for Products is to be made by instalments, the sale is deemed to be entered into with retention of title until the full payment of the agreed price. **15.2.** Therefore, until such time as the Customer has fulfilled its contractual obligations and paid the price, the Customer remains a simple depositary of the goods purchased, with the latter remaining the exclusive property of Romec. **15.3.** Consequently, in this case, the sale and transfer of the Products to third parties is prohibited. **15.4.** If, nonetheless, in violation of this specific prohibition, the Customer has proceeded to sell to third parties the Products held by it under retention of title in favour of Romec, the proceeds from the sale to the third party shall be transferred to Romec until the full payment of the price by the Customer to Romec, and without prejudice to Romec's right to claim compensation for greater damages.

16 – CONFORMITY TO SPECIFICATIONS AND WARRANTY TERMS - 16.1. Romec warrants that the supplied Products comply with the technical specifications professed by Romec to the Customer. **16.2.** Unless otherwise stated on the TD of the Product consignment, or otherwise resulting from Romec's explicit written declaration, the latter guarantees each product for a period of twelve months from the date of sale. **16.3.** The warranty exclusively covers the repair or replacement of defective parts. **16.4.** If the price of the Product sold to the Customer (resulting from the sales invoice) is higher than EUR 300.00 (excluding VAT and the deposit), the warranty shall also cover the cost of labour related to the mounting and/or dismounting of the Product, within the limits set forth in art. 17. **16.5.** The warranty does not cover, among other things: (a) travel expenses and subsistence; (b) towing and transportation costs; (c) materials subject to wear and tear and/or consumption (by way of example: filters, lubricants, anti-freeze, glow plugs, belts, hoses and various seals, etc.); (d) transport costs and sending of spare parts; (e) break-down; (f) any expense not expressly recognised by the warranty. **16.6.** The warranty is deemed to be null and void whenever: (a) the Products are used in a manner which does not conform to Romec's specifications and/or application as provided for by the Manufacturer; (b) the Products are tampered with, disassembled, modified or the Technical Instructions drawn up by Romec for the specific Product are not scrupulously respected; (c) the warranty tag has been removed; (d) damages have been caused by carelessness in the mounting process; (e) repairs have not been carried out by Romec staff; (f) the payment of the price has not been properly and fully executed; (g) the Customer does not submit the CRF duly and fully completed to Romec (preferably by email to reclami@romec.it), by the time of receipt of the RUW product at the Factory; (h) the Customer had received the Product from the courier without formalizing the clause "Goods unchecked". **16.7.** Except in the case of wilful misconduct or gross negligence, under no circumstance is Romec, in addition to the provisions in this article, liable for any type of damages that may arise from the use, or inability to use, a Product and the Customer expressly agrees that this limitation of liability represents an allocation of risk which the parties have taken into account when determining the price of the Product. **16.8.** Romec may not, however, under any circumstances be held liable for any event due to force majeure, unforeseeable circumstances or default by

third parties. **16.9.** No warranty is issued by Romec in relation to the compliance of Products with standards and regulations, therein expressly including the applicable standards on safety and accident prevention in the Customers' country where these reside outside of Italy.

17 – COST OF DISMOUNTING AND REMOUNTING THE PRODUCT - 17.1. In cases where the warranty, pursuant to the preceding art. 16.4. applies, labour costs reimbursable by Romec shall be determined according to the entries on time schedules prepared by the Manufacturers.

18 – INSPECTION OF PRODUCTS RETURNED UNDER WARRANTY - 18.1. The inspection of a RUW is for all intents and purposes performed at the Factory within 30 days from its receipt. **18.2.** The Customer has the right to request Romec, simultaneously with the sending of the CRF, to assist or to provide assistance to the person delegated by the Customer for the inspection of the RUW. In this case, Romec shall inform the Customer of the date on which such inspection shall be carried out at the Factory. **18.3.** In the absence of the Customer or delegate, the inspection shall still be validly performed. **18.4.** Following the inspection, Romec shall draw up and submit a Technical Analysis to the Customer which determines whether the RUW is covered by warranty or otherwise.

19 – CATALOGUES, PRICE LISTS AND PROMOTIONAL MATERIAL - 19.1. Catalogues, price lists and other promotional material are only an indication of the type of services, products and prices: the information contained therein is not binding for Romec. **19.2.** All the information given in the Romec price lists and catalogues are offered in good faith; however although every care has been taken to ensure the accuracy of the information, Romec assumes no liability for any errors. **19.3.** In particular, the Product indications on catalogues, price lists and brochures are intended for illustration purposes only.

20 – CUSTOMER DECLARATIONS AND WARRANTIES - 20.1. The Customer declares and warrants that all Product information and clarifications covered by 20.2 of the GCS, has been received from Romec. **20.2.** The Customer specifically and expressly undertakes to accept, respect and observe the terms, conditions and time limits defined in the GCS, in any technical maintenance and preservation attachments of the Products, and to accept and specifically observe any other technical protocol relating to Products that shall be communicated by Romec in the future. **20.3.** The Customer declares and expressly warrants to have read the GCS, and accepts and acknowledges them with immediate effect, without the possibility of raising further objections.

21 - APPLICABLE LAW, DISPUTE RESOLUTION PROCEDURES, OFFICIAL LANGUAGE, AVAILABILITY OF THE GCS AND ASSOCIATED DOCUMENTS - 21.1. All Customer contracts shall be deemed to have been executed in Italy and are subject to Italian law. **21.2.** Any dispute shall be referred to the exclusive jurisdiction of the Court of Turin, however, subject to Romec, at its own discretion, it reserves the right to waive the application of Italian law and/or the jurisdiction of the Court of Turin, to take legal action against the Customer at the latter's domicile and at the competent Court therein. **21.3.** The official and binding version of the GCS - and all associated and/or related documents thereto - is that written in the Italian language: translated versions in languages other than Italian have the sole purpose of facilitating understanding on the part of foreign Customers. In the event of conflict between the content of the Italian language version and a version translated into another language, the former shall prevail in every case. **21.4.** The GCS are available on the Website in the "Documents" section. The other documents associated with the GCS are also available on the Website.

22 - COMMUNICATIONS - 22.1. Every and any order and/or communication to Romec must be addressed, either: a) by phone on 0039 (0)11 9241150; b) by fax on 0039 (0)11 9235251; c) by email at sales@romec.it

This document is composed of 22 articles in number and occupies 3 pages in number.

Robassomero, _____

Customer's stamp and signature

The Customer expressly accepts the provisions of the clauses mentioned hereunder: 1 (Definitions); 2 (Premises); 4 (Acceptance); 5 (Prices); 7 (Deposit for a Written-off Product); 12 (Consignment of Products); 13 (Limitation of Damages for Late Consignment); 14 (Payments); 15 (Retention of Title); 16 (Conformity to Specifications and Warranty Terms); 18 (Inspection of Products Returned Under Warranty); 20 (Customer Declarations and Warranties); 21 (Applicable Law, Dispute Resolution Procedures, Official Language, Availability of the GCS and Associated Documents).

Robassomero, _____

Customer's stamp and signature

Dear Customer

PRIVACY INFORMATION SHEET PURSUANT TO LEGISLATIVE DECREE no. 196, of 30 June 2003

This company hereby makes it known that for the establishment and implementation of the contractual relations with yourselves underway, it is in possession of data about you acquired verbally directly or through third parties, data defined as personal in the cited Legislative Decree 196/03 and its subsequent amendments and supplements.

Regarding this data we would inform you that

a) the data is treated in relation to the contractual requirements and consequent fulfilment of legal and contractual obligations deriving therefrom as well as for management, quality control, statistical, commercial marketing, promotional, credit checking purposes through the consultation, processing, comparison, communication and any other appropriate treatment related operation. The data is treated in writing and/or on paper or on magnetic, electronic and telematic media;

b) All the data provided is compulsory and necessary for the fulfilment of the provisions of point a) above;

c) Should you refuse to provide the data required this company will not be able to implement all or some of the fulfilments provided for in point a) based on what you have refused to communicate;

d) Given that the data shall not be divulged in any way, we list hereunder the subjects and/or the categories to whom the data may be communicated even in the form of just being made available:

- public authorities for tax, contractual and safety/security purposes;
- consultants and service companies;
- transport, forwarding and shipping agents and customs agents;
- company offices and branches and sales agents/representatives;
- factoring companies; banks and insurance companies

e) The data will be treated for the entire duration of the contractual relations established and also afterwards for the fulfilment of legal requirements and for commercial purposes;

f) With regard to the said data, you company may exercise the rights provided for in art. 7 of Legislative Decree 196/03;

g) The controller of the treatment of your personal data is RO.MECC S.R.L. with registered office in Corso Francesco Ferrucci 77/9 – 10138 Torino – operative and administrative headquarters at Cristoforo Colombo 9, Robassomero (Province of Turin), Italy.

The company _____

with registered office at _____

declares that it has received the complete information sheet pursuant of art. 13 of Legislative Decree 196/03 and expresses its agreement to the treatment of the personnel data regarding it within the limits and for the purposes indicated in the information sheet itself.

Place and Date

Customer's stamp and signature

To all Customer and Suppliers

Robassomero 20 February 2016

RE: REINTRODUCTION OF THE OBLIGATION OF THE PRESENTATION OF THE LIST OF CUSTOMERS AND SUPPLIERS

Seen Art. 37, paragraphs 8 and 9 of Legislative Decree no. 223/2006 that reintroduces the obligation of the above, we hereby request your company data to be able to complete the list accurately at the end of the year.

We would advise you that the sanctions for the incorrect or incomplete data range from a minimum of € 258.00 to a maximum of € 2,065.00. We would therefore ask you, in order not to incur the above sanctions, to please co-operate with us by indicating the exact data of your Company and to specify the Tax Code and VAT registration number even if they are identical, by compiling the form below.

We would take this opportunity to remind you of our precise company name:

RO.MEC. S.R.L.

Registered office: CORSO FRANCESCO FERRUCCI 77/9 – 10138 TURIN

Administrative and Operative Headquarter: VIA CRISTOFORO COLOMBO 9 – 10070 ROBASSOMERO (TO).

VAT Registration Number and Tax Code: 05716290019

Phone: +39 011 9241150 Fax: +39 011 9235251

Thank you for your cooperation.

Best regards

RO.MEC. S.r.l.



Full Company name: _____

Tax Code: _____ VAT Registration number _____

Legal Nature: Sole Trader Limited Partnership (s.a.s.) General Partnership (s.n.c.)

 Limited Liability Company (S.r.l.) Public Limited Company (S.p.A)

Registered Office: _____

Administrative / Operative Headquarter _____

Date: _____ Customer's stamp and signature: _____

Privacy information sheet pursuant Legislative Decree no. 190 – 30 June 2003

Ro.mec s.r.l.

www.romec.it

Sede operativa: via Cristoforo Colombo n. 9-11 – Zona Industriale – 10070 Robassomero (TO)

Sede legale: corso Francesco Ferrucci 77/9 – 10138 Torino

Tel 011/9241150 – Fax 011/9235251 – PEC: pec@pec.romec.it

Reg. Impr. Uff. Torino N. 731541 R.E.A. Torino N. 1949/89 – C.F./P.I. 05716290019