

S.T. SYSTEM TRUCK S.p.A.

Trasformazioni e Soluzioni per Veicoli Industriali

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TERMS OF SALE

DEFINITIONS

- S.T. refers to the company S.T. System Truck S.p.A.
- CLIENT refers to the company that places an Order and that intends to purchase Goods or obtain Services from the Supplier.
- SUPPLIER refers to the company providing the Goods and/or Services.
- GOODS refers to the goods specified in the Purchase Order as described in the relevant Technical Specification (where applicable).
- 'PARTIES' jointly refers to the Customer and Supplier.

Art. 1 – CLOSURE OF CONTRACT

- 1.1. The contract between S.T. and the Customer shall be concluded with the acceptance, even partial, by ST. This acceptance is automatic, unless otherwise communicated to the client. By placing an order in the prescribed manner, the customer claims to have read all information provided during the purchase process, and accepts the terms and conditions indicated below.
- 1.2. The customer is not entitled to damages or compensation, nor any contractual or tortious liability for any direct or indirect personal and/or property, caused by the rejection, even partial, of an order.
- 1.3. The correct receipt of the order is confirmed by S.T. through an answer by e-mail, sent to the email address supplied by the Customer. This confirmation message will include the Date and Time order was placed and a 'Customer Order Number'. The message will include all data entered by the Customer who agrees to verify the correctness and communicate any corrections.
- 1.4. In the case of non-acceptance, S.T. ensures timely notification to the Customer.

Art. 2 – PRICES

- 2.1. Prices are valid as indicated in the terms and offer.
- 2.2. Prices are valid for all orders accepted by issuing the order confirmation.
- 2.3. In the event of entry into force of legislations after the closure of the contract implying an increase in taxes, fees or levies of any kind imposed on goods, they will in any case be borne by the purchaser.
- 2.4. The purchaser shall cover all costs to be incurred by S.T. on the purchaser's request, to obtain certificates of origin, consular invoices, etc..

Art. 3 – LIABILITY

- 3.1. The dimensions and features of the products are given in our technical and commercial documentation, paper or on-line. The compatibility of these features with the functional needs of applications implemented is a matter that the buyer is solely responsible for, being totally in charge of the use of products.
- 3.2. It is understood that the picture accompanying the description of a product may not be fully representative of its features but differ in colour, size, and accessories in the picture. All purchase support information are intended as mere material for general information, not referring to the real characteristics of a single product.

Art. 4 – PAYMENTS

- 4.1. Payment of invoices must be made within the periods specified in the order, at our registered office or through the bank chosen.
- 4.2. The delay in payment, even partial, of the invoices upon expiry results in immediate late interest payments and therefore authorizes us to issue a sight draft for the amount due, plus interest for late payment equal to the current bank rate (ABI) +5% and expenses.
- 4.3. Upon failure to pay an invoice, even partially, the right is reserved to suspend any other provision.
- 4.4. Should the delay in payment exceed 60 days, the right is reserved to consider the supply contract terminated for default or cause of the purchaser.
- 4.4. We are entitled to use external partnerships for the recovery of credit and perform disposal and financial operations related to credit.
- 4.5. The goods are sold by lien agreement and then fully owned by the purchaser only upon payment of the full amount agreed upon.

Art. 5 – DELIVERY DATES

- 5.1. The delivery terms are agreed at time of order. These terms may change for reasons of force majeure (strikes, lockouts, documented unavailability of materials or vehicles, fire or severe damage to equipment, machine failures, conflicts and disasters, interruption of transport, etc).
- 5.2. Any variations and/or changes requested by the customer, on the implementation of the product and/or services covered by the order, even if confirmed by S.T., may result in supply delays for which any responsibility is disclaimed.

Art. 6 – RIGHT TO CANCEL

- 6.1. Under art. 5 DL 185/1999, should the customer be a consumer, he is entitled to rescind the purchase contract for any reason, without explanation and without penalty, except as described in Sections 6.2 and 6.3.
- 6.2. To exercise this right, the customer must send a notice to that effect within 10 working days from receipt of goods. This notice shall be sent by registered letter with return receipt addressed to:

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or by telegram or fax sent within that period of 10 days and followed by a registered letter with return receipt, sent absolutely within the following 48 hours. Once the notice of withdrawal is received, the After Sales Service will quickly transmit restitution instructions to the customer by assigning a unique RMA code for restitution of the goods which must be received in ST within 10 days from authorization.

The goods must be returned intact, unused, with all its parts, under the conditions of the following Section 6.3.

6.3. The right of withdrawal is subject to the following conditions:

- the law applies to product purchased in its entirety; withdrawal is not provided for on parts of the purchased product only (eg accessories, etc. ...);
- the purchased goods must be returned intact and complete in all its parts (including any documentation and accessories: manuals, cables, etc. ...);
- by law, the shipping costs for goods restitution / vehicle shall be borne by the customer: delivery costs to the customer and any other costs indicated at the time of order shall not be reimbursed;
- shipment is under the full responsibility of the customer until receipt is confirmed in our warehouse; should goods be damaged during transport, S.T. will duly inform the customer (within 5 working days from receipt of goods in their stores), to be enabled in filing a timely complaint against the carrier of its choice and be reimbursed the value of the asset (if insured);
- S.T. is not accountable in any way for damage or theft / loss of goods / vehicles shipped without insurance;
- upon arrival at the warehouse, the product / vehicle will be examined to assess any damages not resulting from transport.



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6.4. Without prejudice to any costs for damages to the product / vehicle, S.T. will reimburse the customer the amount paid for the purchase of goods, within 14 days after restitution, by writing off the transfer of the amount charged by Bank Transfer. The Buyer shall promptly deliver its bank details on which to obtain a refund (ABI - CAB - Current Account of the invoice holder).

6.5. The right of withdrawal is lost should the goods fail to be intact (packaging and/or its contents), where S.T. discovers:

- even the partial use of property / vehicle;
- missing product parts (accessories, cables, manuals, parts, ...);
- damage to the product for reasons other than transport.

Should the right to cancel be forfeited, the goods will remain at our facility, available to the Customer for pick-up at his expense.

Art. 7 – WARRANTY

7.1. All products sold by S.T. are covered by manufacturer's standard warranty. The customer must keep the invoice / receipt (or DDT) to benefit from the warranty.

7.2. The warranty on our products is 12 months from the date of registration on the means of transport on which the product is installed, with a strict deadline of 18 (eighteen) months from the date of product delivery. 7.3. The manufacturer's standard warranty is provided under "Terms of Warranty".

7.4. If, following intervention by an Authorized Service Centre the defect is not covered by the manufacturer's standard warranty, the Customer will be charged for any verification and restoration costs required by the Authorized after sales Service including transportation costs, if covered by S.T.

Art. 8 – CLAIMS

8.1. Any dispute as to the nature and quality of products or services provided will be made by registered letter or by fax, within 2 weeks of delivery. After this deadline goods and/or service will be considered definitively accepted.

8.2. Any complaints must be addressed to:

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E-mail: info@stsystemtruck.com

and must indicate the alleged defect or nonconformity in detail, and whether it is possible to perform repairs or modifications and budget of costs at the Customer's premises.

8.3. If the claim is unsuccessful or only partly based (for a percentage no greater than 30% compared to the allegations originally made), the expenses incurred by S.T. to ascertain the same (travel, surveys, etc..) will be borne by the Customer.

Art. 9 – LIMITATIONS OF LIABILITY

9.1. S.T. does not assume any responsibility and shall not be liable for any damages in connection with any damages of any nature, direct or indirect, incidental or consequential, suffered by the customer due to improper use of the goods purchased.

Art. 10 – APPLICABLE LAW AND COMPETENT COURT

10.1. These Terms are governed exclusively by the Italian Law.

10.2 All disputes arising from the present "Terms and Conditions", and by the agreements concluded with them, or in connection therewith, shall be resolved primarily through friendly consultations between the Parties.

10.3. If a solution is not reached under 10.2 in the previous period of 60 days from the date in which a Party has notified the other in writing of the existence of a dispute, it will be resolved definitively in accordance with the Conciliation Rules with exclusive jurisdiction of the Court of Verona.

Art. 11 – PERSONAL DATA

11.1. The Parties shall inform each other under art. 13 Legislative Decree 196/2003 that the personal data provided by one Party as the interested party to the other as owner, regarding the Contract will be used by the owner for the purposes of the warranty only.

The interested party is entitled to know if the owner retains its personal data (even if not registered) and also has the right to be informed on the same intelligibly:

Besides:

- (i) the interested party is entitled to be informed about:
 - a. the source of personal data;
 - b. the purposes and processing methods;
 - c. the logic applied when processing with electronic devices;
 - d. the identity of the owner, manager and the representative appointed under art. 5 of the Decree 196/2003;
 - e. the subjects or categories of persons to whom the data may be communicated or to whom it may be disclosed as appointed representatives in the State, managers or agents.
- (ii) the interested party has the right to obtain:
 - a. updates, rectification or, when interested, data integration;
 - b. the cancellation, anonymous transformation or interruption of data processed illegally, including data not required for the purposes for which the data was collected or subsequently processed;
 - c. certification that the operations described in paragraphs a. and b. have been notified, including the content, to those to whom the data was communicated or disseminated, unless this requirement proves impossible or is clearly disproportionate with respect to the protected right.
- (iii) the interested party is entitled to oppose, in whole or in part:
 - a. processing of personal data and pertinent for data gathering for legitimate reasons;
 - b. processing personal data to disseminate advertising materials or direct selling or for market research or business communication.

11.2. All personal data requested by one party to another are indispensable to award and execute the Contract.

These data will not be disclosed to third parties in any way except to interested parties in relation to the Contract (eg, transporters, accountants, consultants, etc.); moreover, data may be disclosed by the Parties to their employees hired to administer the execution of contract if necessary, including staff responsible for processing.

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