

## GENERAL TERMS AND CONDITIONS OF SALE

### ART. 1 - INTRODUCTION

These General Terms and Conditions, available on the web site of Landi Renzo [www.landirenzo.com](http://www.landirenzo.com), regulate the sales agreements between the same Landi Renzo S.p.A. -Italian company with registered seat in Corte Tegge, Cavriago, Reggio Emilia (Italy), via Nobel no. 2, VAT number and fiscal code 00523300358, enrolled at the Chamber of Commerce of Reggio Emilia under the no. 138031- and the professional customers (Business to Business).

### ART. 2 – ORDERS, DRAWINGS AND TECHNICAL INFORMATION

2.1 The sale of Landi Renzo products is exclusively governed by these Sales General Terms and Conditions, as well as by those particular placed on single orders, if any.

In case of discrepancy between these Sales General Terms and Conditions and the particular conditions placed on single orders accepted by Landi Renzo, these latter shall prevail.

These conditions are applicable only to sales made through the traditional channels of Landi Renzo commercial network, while online sales are regulated according to the conditions specified at the web address <http://preventivo.landirenzo.it/preventivi.php> or other specific addresses that may be adopted by Landi Renzo in the future.

2.2 Landi Renzo is free to update, integrate or amend these Sales General Terms and Conditions, which modification will come in force and take effect from the day following their publication on the [www.landirenzo.com](http://www.landirenzo.com), finding instant application for the orders that will follow such publication.

2.3 These Sales General Terms and Conditions, as well as their additions, changes or updates, if any, are to be considered as always accepted by the Customer with his transmission in any form to Landi Renzo of the purchase order of the products, having to be considered that the Customer had taken full knowledge and awareness of them, even if not listed in the order or expressly countersigned by him, also because of their publicity on the mentioned Landi Renzo's web site.

2.4 The orders forwarded through agents, brokers or other persons other than the Customer, as well as orders forwarded directly by the Customer, are always held as conditioned to clearance by Landi Renzo, none being authorized, unless specific written mandate, to take binding commitments for Landi Renzo. Orders are irrevocable for a period of five (5) calendar days starting from their receipt and will engage Landi Renzo when accepted or processed by this latter.

2.5 Each order must state the exact types, models, quantities, technical specifications and any customization of the products, as well as any other data required by the order forms, if any, prepared by Landi Renzo or its resellers. The Customer assumes any liability for the incorrect or incomplete indication of the above data in orders forwarded by him.

2.6 The orders will be accepted or processed by Landi Renzo only at the conditions specified therein, so any special condition not resulting from the orders will not be valid nor binding for Landi Renzo.

2.7 Once the order is accepted or processed, the Customer cannot modify the object nor cancel the executed sale contract.

2.8 All drawings and technical documents relating to the products or their manufacturing submitted by Landi Renzo to the Customer, before or after the formation of the contract, shall remain the property of Landi Renzo.

Drawings, technical documents or other technical information disclosed by Landi Renzo to the Customer shall not, without Landi Renzo prior consent, be used by the Customer for any purpose other than for the purchase and use of the products. It is in any case forbidden to the Customer, without the prior written consent of Landi Renzo, any different use, any copying, reproduction, transmission or disclosure of the above-mentioned drawings, technical documents or other technical information.

### ART. 3 – TERMS AND WAYS OF DELIVERY

3.1 If not differently provided into particular conditions, the delivery of the products is always made FCA – Seller's address, goods to be loaded at its headquarters or warehouses wherever placed, regardless of the hauler, carrier or forwarder chosen by the Customer. The costs of loading, transport and insurance are always in charge of the Customer, even if the products are traveling on Landi Renzo vehicles, or by carriers other than those specified by the Customer.

3.2 All the risks are held as transferred to the Customer from the date of the delivery made according to the above.

3.3 The products always travel at the risk and danger of the Customer; after delivery has taken place Landi Renzo will not be responsible in any way for loss, damage and fate of the products.

3.4 Landi Renzo is not liable for delays in delivery due to force majeure, fortuitous event or justifiable reason such as, but not limited to, strikes, riots,

earthquakes, other natural disasters, lack of raw material, power and / or IT blackouts, fire, stop of machines and any other cause beyond the will and control of Landi Renzo, such as to prevent, in whole or in part, the execution of the contract within the time and manner agreed. For the late delivery of the products, whether justified or not, higher than 1 (one) month, the Customer cannot ask the termination of the contract or compensation of damages. If the delivery must be made within a specified period of time (i.e. within 30 days from formation of the contract), such period shall start to run as soon as the contract is entered into and all agreed preconditions to be fulfilled by the Purchaser have been satisfied, such as, by way of mere example and without exclusion, official formalities, payments due at the formation of the contract or securities.

3.5 If not differently agreed between the parties inside the order, the delivery terms are indicative and not essential for Landi Renzo. Deliveries will be made compatibly with the needs of production and shipment of Landi Renzo.

3.6 Landi Renzo reserves the right to split the products of a single contract in multiple deliveries, or to merge into one delivery the products ordered by Customer with multiple orders.

3.7 From the moment of delivery to Customer of the notice of goods ready to be delivered, Landi Renzo shall guard products without any liability and will charge the Customer with all costs of lodging or storage for not less than 1% of the price of the products for each week of delay, if this will be more than ten (10) days. In the absence of withdrawal, Landi Renzo will arrange the shipment with the tool that it will consider more convenient, or hold the contract of sale as terminated for delays of more than 30 (thirty) days.

3.8 Should Landi Renzo ship the products, due to non-collection by the Customer or by written agreement between the parties, Landi Renzo will act as agent of the Customer at the expenses and under the responsibility of this latter.

3.9 Landi Renzo may suspend the delivery of the products in the event of missed or non-regular payment of the price of previous supplies by the Customer.

3.10 The products are packed with standard packing suitable to be loaded on ordinary trucks and to be unloaded with suitable and homologated tools. The Customer must anticipate Landi Renzo with the cost of any special packaging required in the order.

3.11 Unless otherwise agreed in written, assembly and installation of the products are always to be paid by the Customer.

### ART. 4 - PRICES

4.1 The prices indicated in the price list or catalogs of Landi Renzo are the NET prices because they do not include any taxes, special packaging, transport and insurance costs.

4.2 The prices can be changed by Landi Renzo in its sole discretion and without prior notice; the modification will apply to all the orders after the modification.

4.3 The prices specified in the order already submitted by the Customer may be adjusted by Landi Renzo only in the event of changes in the tax system or sudden and unforeseen increases in the raw materials or labor costs, events which the Customer will be firstly informed of, with its power to revoke the order if the changes would bring increases of more than 10% of the price firstly agreed.

4.4 For any product test, within or outside Landi Renzo seat, the Customer shall pay the related costs in advance.

### ART. 5 PAYMENTS

5.1 Unless otherwise provided in the order, the products will be invoiced by Landi Renzo at the time of delivery and must be paid in Euro currency. Landi Renzo may send invoices either by letter or electronically pursuant to Article 21 of the Presidential Decree no. 633/72 on VAT, as amended in compliance with the European Directive 45/10. Invoices not challenged in written within five (5) working days from their receipt shall be deemed as accepted by the Customer in all their parts.

5.2 For supply of special products, to be identified from time to time, the Customer shall pay at least 30% of the price in advance at the moment of the order.

5.3 The Customer must pay all the products without delay and cannot postpone or suspend it or change its terms, not even if case disputes of whatever kind arise, including those relating to the guarantee or other responsibilities of Landi Renzo.

5.4 In the event of completely missed or partial payment by the Customer, in addition to the provisions of Article 3.9 above, Landi Renzo may withdraw

from any other contract with the Customer and not yet enforced, in any event without prejudice to the compensation of the higher damages.

5.5 The incomplete or missed payment within the terms agreed in the order will always constitute a serious non-fulfillment of the Customer, with faculty upon Landi Renzo to terminate immediately the contract through registered letter with return receipt requested without the need of prior formal notices or statements. In any case the missed payment even of a single invoice due and anyhow the partial non-fulfillment will be a sufficient condition for the Customer to fall from the benefit of installment payment according to Article 1186 of the Italian Civil Code, with right of Landi Renzo to require the immediate payment of its total credit already due and close to its due date.

5.6 Are to be considered as payments in full only those made directly to Landi Renzo in the terms agreed, while other forms of payment, postponements or extensions must only be held as facilitation of the fulfillment. Payment made by bank checks, promissory notes or other debt securities shall be always intended as "subject to collection" and with exclusion of any novation of the original obligation.

5.7 In case of default, without prejudice to greater damages pursuant to Article 1224 of the Italian Civil Code, it will be applied automatically in favor of Landi Renzo interests in the amount established by Italian Legislative Decree no. 231/02.

#### ART. 6 - RETENTION OF OWNERSHIP

6.1 In case of sale made on installment basis the products remain in the exclusive property of Landi Renzo until full payment of the price. Failure to pay even one installment equal or higher than the eighth part of the price, or the failure to pay even non-consecutively two or more installments, will entitle Landi Renzo to terminate the sale, claiming the title of the products and holding as indemnification the amounts already collected, or to demand immediate payment of the remaining total price with automatic forfeiture of benefit of payment on installment basis as stated in Article 5.5 above.

6.2 The Purchaser shall at the request of Landi Renzo assist him in taking any measures necessary, if any, to protect Landi Renzo's reservation of title. The retention of title to Landi Renzo shall not affect the passing of risk under Article 3.2 above.

#### ART. 7 - MARGINAL TECHNICAL MODIFICATIONS

7.1 Without altering the essential characteristics of the products ordered, Landi Renzo has the faculty to modify, even after the conclusion of the contract, manufacturing details and/or technical specifications of the products without obligation to notice the Customer.

#### ART. 8 - WARRANTY

8.1. The acceptance of the products without claims or reservation by the shipper, the carrier or any other charged of the collection by the Customer, will demonstrate the good condition of the packaging of the products upon delivery.

8.2 Landi Renzo warrants that the products are compliant to the technical specifications declared, that they are free from faults and defects, as well as about their safety in accordance with the standards in force at the time of their placing on the market.

8.3 Landi Renzo rejects any liability for any kind of damages, whether direct or indirect, caused to people or things that are not related to the use that it could be reasonably expected at the time when the products were made.

8.4 Unless otherwise agreed in written in the particular conditions put in the order, Landi Renzo grants a warranty on mechanical and electronic parts of the products of 24 (twenty-four) months from the delivery of the products to the Customer. The efficiency of the guarantee is subject to the timely reporting of the defects within 8 (eight) days from the delivery of products for those defects immediately detectable, and within 8 (eight) days from the discovery for the hidden defects.

8.5 Upon complaints promptly and justifiably proposed and accompanied by the information required, Landi Renzo will perform its warranty interventions in reasonable time at its registered office or, at its indisputable discretion, at a service center of its trust. To that purpose the products must be sent by the Customer at his own charge at the headquarters of Landi Renzo or at the service center indicated by the same.

8.6 Landi Renzo, at its sole discretion, will replace with new or repaired products which recognizes defective or non-conforming and inform the Customer about their readiness for dispatch at Landi Renzo headquarter.

8.7 Repairs carried out under guarantee do not involve any renewal or extension of the term of the guarantee.

8.8 The guarantee does not apply if the product is combined with components not marketed by Landi Renzo or have not been observed the warnings and prescriptions supplied or expected according to a normal criteria of diligence.

It is responsibility of the distributor to check the relative documents that accompany each warranty request.

8.9 During the warranty periods, as set out in Article 8.4 above, Landi Renzo ensures that its products are free from faults or defects in materials and workmanship, provided that the products are in normal conditions of use and maintenance. The warranty does not cover parts subject to normal wear and tear, defects or non-conformities of functioning and damages caused by improper use or maintenance of the products as provided in the manual or any other warning, education or prescription by Landi Renzo. The guarantee will not even be applied to what originates from any tampering of the products or any fact, conduct or omission attributable exclusively to the Customer or its assignees.

8.10 Landi Renzo will not be liable in any circumstances for any damage caused by defective products or non-compliant and that in express derogation of Article 1494 of the Italian Civil Code.

#### ART.9 - RETURNED PRODUCTS

9.1 Any returns of product must be authorized in advance by Landi Renzo, who will assign a return authorization number to which the Customer will make reference in the relevant documents.

9.2 Landi Renzo will not accept returns of products or accessories not manufactured or marketed by itself and without the authorization reference number.

9.3 Landi Renzo will not accept returns of products that, due to lack of adequate protective packaging or for other reasons, will result not complete in some of their parts.

#### ART. 10 ASSIGNMENT OF THE AGREEMENT

10.1 In case of assignment of the agreement, even if accepted by Landi Renzo, the Customer shall remain jointly and severally liable with the assignee for the payment of the price of the products.

#### ART. 11 - VENUE AND GOVERNING LAW

11.1 Any dispute concerning these General Conditions as well as the validity, interpretation, execution and termination of any contracts of sale of products regulated by these General Conditions and by those specific indicated in each order, will be the exclusive jurisdiction of the Court of Reggio Emilia (Italy), without prejudice to Landi Renzo's faculty to act before the Court of the place where the Customer has its registered office or its real activity.

11.2 These General Terms and Conditions as well as the sales contracts governed by them are governed by Italian law, with the exclusion of the Vienna Convention of 1980 about the International Sale of Goods.

#### ART. 12 - PRIVACY

12.1 With the forwarding of the purchase order, it's deemed that the Customer has read the notice pursuant to Article 13 of Legislative Decree no. 30th June 2003 no. 196 (Code for the protection of personal data) also available on the website [www.landi.it](http://www.landi.it) so allowing the processing of personal data by Landi Renzo for the purposes and in the manner specified in that notice.

Acknowledged the General Terms and Conditions of sales listed in this order and available on Landi Renzo web site [www.landirenzo.com](http://www.landirenzo.com), of which it has taken full knowledge, in accordance to articles 1341 and 1342 of the Italian Civil Code the Customer declares to have carefully read and understood and to accept all the terms and conditions of Landi Renzo's General Terms and Conditions of sale and in particular the following articles: 2.1 (applicability of the General Terms and Conditions of sale and particular conditions in the orders), 2.3 (automatic acceptance of the General Terms and Conditions of sale), 2.5 (Customer liability for mistakes in the orders), 3.4 (limitation of liability and actions), 3.7 (costs for late collection of products), 3.9 (suspension of delivery in case of late payments), 4.3 (price increase), 5.1 (acceptance of Landi Renzo's invoices), 5.3 (Customer limitation of claims), 5.4 and 5.5 (Landi Renzo's remedies to Customer missed or late payment), 6.1 (retention of ownership), 8.1 (acceptance of products), 8.3 (Landi Renzo's limitation of liability) 8.4 (timely report of alleged defects), 8.8, 8.9 and 8.10 (exclusion of warranty and Landi Renzo limitation of liability), 10 (assignment of the agreement) and 11 (venue and governing law).

