

Premise

The following terms and conditions regulate the sale of machines and the relevant components between the Seller - BCS S.p.A. - and any Buyer.

Every different agreement from the present General Conditions will be effective only if accepted in writing expressly by the Seller.

Art. 1 - Orders.

1.1. Any order issued by the Buyer is subject to the written acceptance of the BCS S.p.A Commercial Direction and the sale contract will be considered concluded, becoming binding between the Parties, when the confirmation is sent to the Buyer.

The confirmation sent by the BCS S.p.A. Commercial Direction defines and shows all the binding conditions and contents of the contract, integrally replacing itself with the order.

Should the confirmation contain additions, limitations or present other changes in comparison with the order, the assent of the Buyer will be considered as tacitly accepted, unless a written notice to be sent to the BCS S.p.A. Commercial Direction within 48 working hours from the receipt of the confirmation.

Such a missing notice will also involve the total acceptance of the present General Conditions by the Buyer, which will be the only ones entitled to govern the contract and will prevail -in any case- on the purchase conditions of the Buyer, if any.

The sending of the invoice to the Buyer, issued on the ground of the order, if prior to the receipt of the written confirmation, involves in any case the conclusion of the contract.

1.2. The Seller engages himself to deliver "ex factory" only the products listed in the order confirmation of the BCS S.p.A. Commercial Direction.

Art. 2 - Delivery.

2.1. The delivery time elapses from the date of sending the order confirmation to the Buyer or, if later, from the punctual and complete receipt of the whole documentation required to the Buyer, of the information and any explanation about the details of the order, particularly about all the technical questions or the supply of any necessary part.

2.2. The Seller is not responsible for any supply delay due to causes beyond control or any other circumstance beyond his will, such as traffic or work or current supply stops, strikes, shutdown, shortage of raw material, war events, unless otherwise agreed. If the Seller is not in a position to respect the expected delivery time due to one of the above situations, it will be postponed in accordance between the Parties; if the same impediment or any other one persists even after the postponed delivery time, the Seller reserves the right to withdraw from the contract.

2.3. The Buyer must collect the products from the Seller's warehouse within 30 days from the delivery time. This period is essential. After thirty days from the delivery time, if the products are not collected by the Buyer, the contract is to be intended as concluded due to the Buyer's non-compliance and any advanced payment will be ascribed to the Seller as a compensation, without prejudice to indemnity for any greater injury suffered. The Seller shall have the right to ask the Buyer the late fulfillment of the contract.

2.4. In any case the Buyer declares already now to accept a possible delivery delay of 30 working days. The Buyer can consider such a delay neither as breach of contract nor as delayed fulfillment.

Art. 3 - Prices, terms of payment, expiry.

3.1. Unless agreed differently in the order confirmation, the deliveries are meant "Ex factory"; all prices are in Euros, packing, insurance and VAT charges excluded.

3.2. If a different delivery place is agreed, the delivery must be effected "Free place of destination". In this case, the Buyer must organize the unloading process promptly; if not the additional costs will be invoiced separately.

3.3. The transport is always intended to be effected on behalf, risk and danger of the Buyer, also when the transport should be effected by the Seller or his representative for any reason.

3.4. The goods will be insured only if the Buyer requires it in writing. In any case the insurance charges will be totally paid by the Buyer.

3.5. The prices are the ones listed in the Price List in force at the time of entering the order. Unless agreed differently, the payment must be effected within the terms indicated on the invoice and/or order confirmation.

3.6. If, after the conclusion of the contract, the Seller becomes aware of a modification or a worsening of the financial situation of the Buyer which could jeopardize the fulfillment of the payment, the Seller shall have the right to suspend his service. Particularly this would involve, in case of even temporarily difficulties, the fulfillment of the payment obligations, in the event of foreclosure, protest of promissory notes or cheques. In all these cases, the Seller can grant the Buyer a period to offer any adequate guarantees and the failed respect of such a period will involve the withdrawal of the contract on the ground of the article 1456 of the Civil Code.

Art. 4 - Further modifications.

4.1. The Seller is free to bring any technical or set-up modifications to the products without prior information to the Buyer.

4.2. The Seller is not obliged to bring any modification to the products that have been or are being produced after confirming the order. Should the Seller accept any modification required in writing by the Buyer, any charge will be invoiced separately to the Buyer.

Art. 5 - Spare parts.

5.1. The Seller engages himself to supply the Distributor with the spare parts for the sold products based on current legislation. The spare part price will be the one of the price list in force at the time of entering the order for the spare part itself.

Art. 6 - Warranty.

6.1. The Seller guarantees the regular performance of the products, except for the parts subject to wear, for a period of two (2) years from the delivery date.

6.2. In any case, any damage or malfunction due to carelessness, failed or wrong maintenance, accidents, any use not complying with what described in the operator's manual are excluded from the warranty.

6.3. Warranty is limited to the reparation and/or replacement, without prejudice to any greater damages. The choice between reparation and/or replacement is an unappealable decision of the Seller. Also for the replaced or repaired components the original warranty period is still valid.

6.4. The reparation or any other maintenance service on the product must be exclusively held by the Seller or any other workshop authorized by the Seller, otherwise this will bring to the forfeiture of the warranty.

Art. 7 - Retention on title.

7.1. Should the payment be effected, totally or partially, by installments after the delivery, the products delivered to the Buyer will remain property of the Seller up to the total payment of the price (i.e. payment of the last installment) pursuant to and in accordance with Article 1523 of the Civil Code and following.

7.2. The failed payment in the agreed terms, even if one single installment exceeding the eighth of the price, i.e. the failed payment of two installments even if non-consecutive, includes the Seller's right to withdraw the contract effective from the date of the information to the Buyer as well as the Seller's right to declare the Buyer excluded from the benefit of the terms of payment and to pretend the immediate payment of the whole balance amount.

7.3. In case of withdrawal due to the Buyer's fault, the Seller shall have the right to get the immediate return of the delivered products and to keep -as compensation for

the use of the products by the Buyer- the installments already cashed and the down payment already received, except for the compensation of the further damage. The

Buyer engages himself to fulfill all the necessary formalities, such as: registration of the confidential domain agreement in the register at the Court of the place where

the products are, registration of the contract at the Registry office, where necessary, obligation not to transfer the products to a different place from the delivery place

in order to make the property reserve in favor of the Seller enforceable towards Third Parties. Also, the Buyer engages himself not to sell the products, even temporarily,

to Third Parties, not to rent them to Third Parties as well as not to transfer them without previous notice of the Seller.

Art. 8 - Claims and disputes.

8.1. Any claim or dispute concerning vices, discrepancies, defects, lack of product quality must be sent in writing to the Seller (by certified mail to

bcs-pec@legalmail.it) within 15 days from the delivery of the product, i.e. when founding any vice, if any.

8.2. Any dispute concerning the execution of this contract cannot suspend any payment at all.

Art. 9 - Delays in payment.

9.1. In case of any payment delay in comparison with the agreed dates stated in the invoices, the Buyer will be automatically considered defaulted and

the Seller will have the right to debit the interests for late payment at the rate foreseen in the Legislative Decree 192/2012 (BCE reference rate + 8%

increase).

Art. 10 - Taxes, duties and other charges.

10.1. Any present or future charge including taxes, duties, stamps or other, are exclusively at the Buyer's charge.

Art. 11 - Processing of personal data.

11.1. On the ground of the Legislative Decree 30 June 2003 no. 196, the Buyer confirms that the "personal data" informed and/or exchanges also before the

contract will be treated according to article 24, comma 1, letters b), c), d) of the Legislative Decree no. 196/2003 and further modifications and integrations. It

is also understood that the Buyer expressly agrees to transfer the “personal data” on the ground of the article 42 and article 43 comma 1 letter a) of the

Legislative Decree no. 196/2003 and however to notify and spread them on the ground of the article 25, comma 1 of the above **Decree**.

Art. 12 - Applicable law and competent court.

12.1. Any sale contract and the present commercial conditions are governed by the Italian Law.

12.2. Any dispute concerning the sale contracts will be governed by the Italian Jurisdiction and will be competence of the Court in Milan, exception made only for the Seller’s right to mention the Buyer on the ground of the article 18 of the Code of Civil Procedure behind the Judge of the place where he lives or the registered office.

CONDITIONS OF SUPPLY FOR MACHINES, IMPLEMENTS, ACCESSORIES AND SPARE PARTS

This Price List cancels and replaces any previous one.

This Price List can be modified at any time without previous notice.

The technical features and descriptions included in this Price List are given for information only and are not binding for BCS S.p.A.

Drawings and photographs may refer to optional equipment or fittings intended for other countries.

The technical features and descriptions included in this Price List are given for information only and are not binding for BCS S.p.A.

BCS S.p.A. guarantees the safety requirements of the machines according to what prescribed by the regulations in force only if the machines are used according to what is indicated in the relevant instruction book. BCS S.p.A. declines any responsibility if any not suitable implement and/or accessory is used, in case of tempering or misuse

BCS S.p.A. guarantees the safety requirements of the implements, accessories and spare parts according to what prescribed by the regulations in force only if the implements, accessories and spare parts are used according to what is indicated in the relevant instruction book, where foreseen BCS S.p.A. declines any responsibility in case of tempering or misuse.

The prices of the accessories without code relevant to machines Price List are to be considered as “price surcharges” and therefore valid only if added to the configuration of the tractor. For any separate order of accessories, it is necessary to refer to the Commercial department.

For any tractor supplied without wheels, the relevant Declaration of Conformity will be issued only after a proper declaration proving the correct assembly of the homologated wheels according to the homologation requirements and the foreseen technical specifications. If it is necessary to assemble non-homologated wheels, this can be done

after a written request of clearance to be sent to our Technical Dept. If approved, any cost arising from updating the registration certificate will be borne by the applicant.

For some spare parts, we will deliver a package. The quantity of the items included in each package is indicated in the reference column of the Spare parts Price List.