

1 GENERAL PROVISIONS These General Conditions Of Sale (hereinafter "General Conditions") regulate the sales relationship between Dragone SRL (hereinafter the "Vendor,") and the buyer (hereinafter the "Customer") of the machines that are given in the Vendor's price list (hereinafter "Products,"). Furthermore, without even signing the General Conditions of Sale, the Customer has had notice of these provisions through reading the attached sales orders and order confirmations, and in any case, ten days after their receipt of the Product and without any subsequent contrary written communication from the Customer. They take precedence over any other possible non-compliant clause inserted in models or documents used by the Vendor and/or the Customer (hereinafter jointly "Parties"). Any special conditions expressly indicated in the Order Confirmation derogate from the General Conditions only if contrary to the latter.

2 ORDERS Each Customer order is considered definite and binding upon the Customer's receipt of the Order Confirmation or the Product. Sales offers proposed by agents or other intermediaries are not binding unless confirmed by the Vendor. Descriptions, power capabilities, functions, dimensions, weights, drawings, and other data referred to in the Customer's Order and/or in the catalogs, on the website, and in the Vendor's publications are purely indicative and not binding on the Vendor if not expressly referred to in the Order Confirmation. The Vendor, therefore, is excluded from any liability and, in the event of any change in the relevant data. Drawings and other technical documents are not included in the Product Delivery. These belong to the Vendor, and the Customer is not entitled to reproduce, transmit, or display them to third parties.

3 PRICE, PAYMENT TERMS, AND INVOICING The Sale Price is stated in the Order Confirmation or, if not specified, the Sale Price in force at the time of delivery according to the Vendor's price list. Prices are in Euro (€) and do not include VAT, which remains the Customers' charge. This price is to be considered as fixed. Unless otherwise agreed in writing in the Order Confirmation, the price is exclusive of standard packaging. Payment will have to be made at the Vendor Management Office. Payments must be made within the agreed terms, resulting in the order confirmation and/or invoice. Payment is always due from the date of the invoice issued by the Vendor and in the currency specified therein. Failure to pay authorizes the suspension of any pending orders. Suppose said delay exceeds 60 (sixty) days. In that case, the Vendor shall be entitled to terminate the contract and withhold as compensation any sum already received without prejudice to the right to claim compensation for any further damages. Even partial delay in payments triggers interest on overdue payments established by Legislative Decree 231/2002 (in compliance with European Directive 35/2000/EC), given the right to require full payment of the outstanding amount without formal notice. In the event of non-payment of the installments agreed on the invoice, the Customer, in accordance with Legislative Decree 231/02, undertakes from now on to reimburse the Vendor, without the need for formal notice, the costs, lump sums, and assistance costs for the recovery of the sums not promptly paid, without prejudice to the claim for compensation for the greater damage suffered for the Vendor.

4 DISCOUNT Those agreed upon with the Sales Management will be valid.

5 RESERVATION OF PROPERTY Products are sold under reservation of property in favor of the Vendor, so they remain the property of the Vendor until the price is fully paid. Nevertheless, the Parties agree that all risks arising from loss or damage to the Products, due to any cause, shall pass to the Customer upon delivery Ex Works. The Customer must notify the Vendor in writing within 24 hours of any enforcement or precautionary act carried out by Third Parties on the Products subject to the retention of title. The Customer remains liable to the Vendor for any costs or damages offered by the Vendor due to such acts. In case of subsequent resale of the Product by the Customer, the latter undertakes to inform its Customer of the existence of the retention of title. In case of non-payment of a sum exceeding the eighth part of the price, the contract will be terminated by law (art. 1456 c.c.) when the Vendor communicates that he intends to use this clause. In the event of contract termination due to non-payment, the installments already paid remain acquired by the Vendor as indemnity (art. 1526 c.c.). The Customer immediately returns the relevant goods to the Vendor and/or obtains their return from a Third Party.

6 DELIVERY AND TRANSPORT TERMS The delivery terms are established in the Order Confirmation and are calculated by considering only the working days. The Terms indicated in the Order Confirmation are approximate. If delivery is delayed, the Customer has no right to cancel the Order or claim compensatory damages. Delivery of the goods is agreed Ex Works at the Vendor's premises. In the case of transport commissioned by the Customer to a truck carrier, the Customer shall provide the Vendor with documents proving the legitimate exercising of the activity of road transport on behalf of third parties by the contracted truck carrier in strict compliance with Legislative Decree 286/05 and subsequent amendments and/or supplements. The Customer also undertakes to pay the carrier company the freight charge and to comply with the minimum prices established by the relevant law. In any case, the Customer shall undertake to reimburse the Vendor for any sums, by way of principle, interest, and/or expenses, which the Vendor is obliged to advance to the carrier and/or any sub-carriers. However, the Customer shall hold the Vendor indemnified against any consequences the latter may incur due to road violations and regulations by the third-party trucking.

7 MODIFICATIONS The Vendor may make any modification in the construction without any obligation to notify the Customer. The Vendor is not obliged to update the Product already manufactured or with modifications made after the Order was placed.

8 RETURNED GOODS Any return of goods is intended Ex Works to our factory in Castagnole delle Lanze (Asti - Italy). The goods will travel at the Customer's risk, even if agreed upon by Ex Works.

9 RETURNED GOODS In the case of returned goods, the initial purchase price will be reduced by 20% to the Customer unless evaluated differently by the Vendor. The return of the goods is intended Ex Works to our factory in Castagnole delle Lanze (Asti - Italy). The goods travel at the Customer's risk, even if agreed upon by Ex Works.

10 WARRANTY The Vendor guarantees its products from defects in material or workmanship under regular use. The warranty is valid for 12 (twelve) months starting from the delivery date by Ex Works of the Products. It may under no circumstances be suspended or extended for whatsoever reason, not even for non-use of the Product, even if due to repairs under warranty, nor in the event of interventions carried out by the Vendor under warranty. The eventual and indisputable choice of the Vendor to provide the warranty after this period has expired shall not prevent the Vendor from objecting to the forfeiture and limitation of the rights of the Customer. The Vendor provides no other implicit or explicit warranty to the Customer, who expressly rejects conventional or legal warranties. The warranty shall in no case cover defects due to normal wear and tear, such as cutting tools, bushings, bearings, belts, seals, oil, PTO transmissions, flexible hoses, hydraulic hoses, safety guards, and possibly more. Under no circumstances shall the warranty cover: products whose identification number or trademark has been altered or mutilated; defects derived from incorrect assembly or incorrect installation of the Product by the Customer or Third Parties; defects caused by failure to comply with the directives and technical precautions provided by the Vendor at the moment of the Sale; lack of maintenance of the Product; improper use or in any case different from the standard operating methods and/or the Vendor's directives; everyday consumption or deterioration; transit from the place of delivery to the final destination; misuse or incorrect storage; fire, force majeure and any other unforeseeable circumstance not attributable to the Vendor. The warranty voids, and nothing can be claimed from the Vendor if the Customer or any Third Party makes modifications, repairs, additions, replacement of components, and/or any other interventions to the Product without the written consent of the Vendor. The presence of any hidden defects must be reported by the Customer within 8 days of detection; otherwise, under penalty of forfeiture of the warranty, by filling in the request for intervention available at the Customer's form submission to the Seller. After such time has elapsed without receipt of the aforementioned form, the Product shall be deemed accepted without reservation by the Customer, and no intervention under warranty can be submitted to the Vendor. The costs of inspections and labor granted by the Vendor shall be borne by the Customer. Without giving adequate notice, the Customer's non-presence at the inspection will authorize the Vendor to charge the Customer the cost of the intervention even when the work is not performed. During the warranty period, in the event of a prompt complaint by the Customer, the Vendor undertakes only to supply the piece that has been recognized as defective free of charge or, alternatively and as described by the Vendor and in accordance with its technical standards, to reimburse the cost of the piece recognized as defective.

Acknowledgment of any warranty will only be accepted after receipt at the factory and verification of the defective piece. The Customer bears the costs of shipping the piece to the Vendor, packaging, and labor. The Vendor declines all responsibility for damages of any nature caused by late delivery, breakage of the Products or parts thereof, as well as the use of the Products themselves. The Vendor declines any liability for damage of any kind caused by delayed delivery, breakage of the Products or parts of them, and the use of the Products. Acknowledgment of warranty and replacement of the piece by the Vendor shall constitute mere execution of the Vendor's warranty obligations. It shall not give rise to new and/or different responsibilities on the Vendor's part.

No other form of intervention under warranty and/or further compensation may be claimed by the Customer, even in the event of the provision of the guarantee by the Vendor or even for technical stops and/or any other reason. The Vendor is not responsible for direct and/or indirect, incidental and consequential damages that may arise from the defective nature and/or non-conformity of the Products, since such claims are expressly waived by the Customer. Any claim and legal action taken by the Customer does not exhaustively legitimize suspensions or delayed payments due under sales contracts.

11 PRIVACY POLICY The Customer is informed and, therefore, agrees to the Privacy Policy in accordance with Art. 23 of Legislative Decree. 30 June 2003 n. 196 that the personal data provided by them will be processed by the Vendor in compliance with current regulations and for the purpose of fulfilling this contract. The data provision is strictly functional for the execution of contractual obligations. The Customer's data will be stored in paper and electronic form and kept at the Vendor's premises, with appropriate security measures taken to ensure the protection and maximum confidentiality of such data. In any case, the Customer has the rights provided for by Articles. 7-8-9 of Legislative Decree from 30 June 2003 n. 196, and you can obtain the updating, correction or cancellation of data concerning that person at any time.

12 APPLICABLE LAW The law applicable to this Agreement is the Italian legal system.

13 COMPETENT COURT The law applicable to this Agreement is Italian law. For any dispute regarding the execution and interpretation of this contract, the court of Asti has exclusive and mandatory jurisdiction, even for reasons of connection.