



GENERAL SALES CONDITIONS OF TMT International S.r.l.

In the following, for brevity, the company TMT International S.r.l. is named the "COMPANY" and the ordering is named "BUYER".

1. **ORDERS:** the orders sent by the BUYER to the COMPANY, normally consisting of an offer or purchase proposal of the COMPANY countersigned by the BUYER, are governed by these GENERAL SALES CONDITIONS. Orders are considered valid and binding only when both the offer and the general conditions of sale are returned to the COMPANY duly signed for acceptance in each sheet and accompanied, if foreseen, by the price to be paid to the order.
2. **CHARACTERISTICS:** the COMPANY reserves the right to make changes to its products that for any reason - technical, commercial, production, procurement - it deems appropriate without notification to the BUYER and without the latter being able to refuse it. The COMPANY is not obliged to apply to its products, already constructed or in the course of construction, those modifications that could be studied and rendered executive after the order. The dimensions, the tares and the services in general, indicated or deductible from the order, are always given as an indication, therefore not engaging the COMPANY and in no case the BUYER will be able to invoke the non-conformity to the order to request the cancellation order itself or claim damages.
3. **RESPONSIBILITY:** the COMPANY is strictly exempt from any and all possible responsibility and obligation for any damage suffered by persons or things in dependence of the use of its products, for cause or dependence on them, for hidden defects, for defects in construction or materials. Any action against him for the request of damages or compensation is therefore unacceptable and not allowed.
4. **PRICES:** the prices of the COMPANY products indicated in its offers or in the orders received may be changed by this at any time and will come into effect on the date in which they are fixed. In the case of orders that are already executive, the COMPANY will inform the BUYER of the change made, specifying the reasons and the latter will have the right to cancel the order itself and demand the repayment of the advance payment without interest. Prices are always excluded, unless otherwise agreed to be indicated in the order, I.V.A. and any other costs or taxes such as, for example, customs duties, insurance, transport, etc. the products are intended to be sold "ex works" and therefore always travel at the risk and danger of the BUYER even if the COMPANY is charged for the shipment; any insurance coverage is therefore at the discretion of the BUYER. Advances paid, even if they cover the value of the entire supply, are non-interest bearing and do not affect the right of the COMPANY to the application of any subsequent increases.
5. **PAYMENTS:** payments are valid only if made at the COMPANY's head office or otherwise domicile from the same communicated in writing, in the manner agreed in the order. The delay in payment with respect to when contractually agreed entails the BUYER having the obligation to pay default interest at an annual rate of five percentage points more than the official discount rate, in addition to reimbursement of any higher expenses. The COMPANY reserves the right to demand the entire payment in cash, even if otherwise agreed, or to terminate the contract without compensation if, after the formal acceptance of the same, it becomes aware of facts in its opinion unseemly regarding the BUYER.
6. **DELIVERY:** the delivery terms start from the day the order is signed according to all the procedures indicated in point 1 of the orders. They are however provided purely as an indication and not binding for the COMPANY. Any delay with respect to what is indicated in the order, also due to "non-force majeure" causes, will therefore not give the BUYER the right to withdraw from the contract, nor to demand compensation for direct or indirect damages, or to delay compared to the deadlines agreed payment of the agreed price for the supply. The delivery terms are by right extendable in the presence of force majeure, fortuitous events or in any case facts or circumstances that do not depend on the COMPANY: also in this case, as envisaged for the previous paragraph, no request for direct or indirect damages, predictable or unforeseeable, may be brought by the BUYER. Any changes to the order must be communicated to the COMPANY by the BUYER within 7 days of signing this order. Beyond this date, regardless of the economic value, there will be a delay in delivery due to the review of the project and the offer already entered into production.
7. **PICK UP:** when not expressly agreed on another term, within eight days from communication by the COMPANY of the completion, the BUYER is obliged to collect the product. In the event that the BUYER does not comply with this obligation, the COMPANY has the right to consider the contract terminated, forfeit any advance paid and request compensation for any further damage suffered. If the supply is still carried out, after the eight days have elapsed, the commercial interests will run on the price of the same and it will be the right of the COMPANY to charge the BUYER the parking fees.
8. **TESTING AND ACCEPTANCE:** the COMPANY can grant, upon request and payment of the BUYER, a test run performed by a person delegated by the same before the withdrawal, releasing a signed declaration about the result. The withdrawal of the product by the BUYER without making use of this right presupposes the unconditional acceptance of the supply.
9. **GUARANTEE:** 1-year for construction defects and paintwork: TMT delivers new trailers with a 1-year guarantee on construction defects and paintwork unless other guarantee conditions have been agreed upon in advance, in writing. This period can be prolonged to 5 years. The guarantee period will be 1 year from the date the trailer was delivered to the final buyer. Specific instructions mentioned in the user's manual regarding to the use and maintenance the trailer must have been followed in order to be entitled to lodge a valid guarantee claim. For third-party products (meters, pumps, power take-offs, valves, motors, etc.), the COMPANY reserves the same warranty conditions for the BUYER as they reserve for the COMPANY. Warranty repairs are carried out exclusively at the COMPANY's headquarters or its dealers.
 - 9.1 **TRAILER BODY PAINTWORK:** For the paintwork of the vehicle body, TMT and the paintwork supplier have a guarantee agreement. The % of guarantee reduces in time due to wearing, respectively 100% for the 1st. year, 80% for the 2nd., 60% for the 3d., 40% for the 4th. and 20% for the 5th. year. This agreement is available upon request TMT applies the same conditions as stated in this agreement to the guarantee agreement with the owner of the vehicle. In case of a minor problem, which does not endanger the security and function of the trailer and/or the costs related to solving the problem are not in proportion to the problem the guarantee application will be rejected.
 - 9.2 Corrosion in the welded seam, and just above the welded seam of the lower boarder profile and sidewall plank profiles cannot always be prevented.
 - 9.3 They are excluded from any guarantee: electrical system, tires, consumables; periodic maintenance operations as established in the rules of use.
 - 9.4 In any case, they remain the responsibility of the BUYER: to supply of consumables that may be required for warranty work; Washing, degassing and reclamation of the tank and any systems present; Delivery and collection of products from the COMPANY's headquarters for the execution of the warranty operation and any costs for roadside assistance on any title carried out; Transport costs to and from the COMPANY's headquarters for the handling of materials to be checked, prepared or replaced
 - 9.5 The guarantee of the products comes to an end when: They are used in different ways or used for transports other than those indicated by the COMPANY; They were not subjected to the prescribed control coupons where required; They are disassembled, repaired, modified in the structure, in the operation or in the aesthetics, in all or in part, outside the headquarters of the COMPANY or directly by the BUYER without prior written authorization; In maintenance and / or repair operations, non-original spare parts are used the defects are found attributable to the compliance with the maintenance rules or to negligence or incompetence, inexperience in the use or to claims; They are overloaded in excess of the capacity allowed for homologation.
10. **GENERAL GUARANTEE TERMS AND CONDITIONS:** Guarantee will only be valid on the following terms and conditions: the owner of the trailer must be in possession of a guarantee certificate, stamped, signed and dated by an authorized TMT dealer. TMT has the right to refuse a guarantee request if the guarantee certificate is not completed fully or incorrectly; Guarantee only covers normal use; Guarantee on suitability for a certain cause or saleability is excluded; Normal and periodical maintenance must have been carried out according to the users' manual and the vehicle must have been used for the purpose it was constructed for.
 - 10.1 **TERMS AND CONDITIONS FOR PROLONGED 5-YEARS PERIOD OF GUARANTEE:** The trailer must be checked by an authorized TMT service partner annually. This annual check concerns the construction and finish and must be carried out in accordance with the check list that TMT DEALER received from TMT.
11. **COMPLAINTS:** any complaints regarding the quality of the product and / or its compliance to the guaranteed order reach the COMPANY within eight days from the date of delivery, under penalty of loss of any effectiveness, as well as any claims for defects or defects. Any report of anomaly, in any case and for no reason, may delay or suspend payments that will continue to be observed in the ways and terms already established.
12. **SALES OFFICERS:** auxiliaries, sales agents and authorized in general cannot in any way to engage the COMPANY; therefore offers or obligations in general for any reason taken by them, are not valid unless confirmed in writing by the COMPANY.
13. **JURISDICTION:** for any dispute or dispute, dependent or relating to order directed to the COMPANY, the court of Ascoli Piceno is exclusively competent. These General Sales Conditions may be translated into other languages. In the event of discrepancies between the Italian version of the General SalesConditions and any version in another language, the Italian text will prevail.

We read the indications above and declare that we accept the clauses contained in them and in particular 3,5,6,7,9,10,12.