

## GENERAL CONDITIONS OF SALE OF YANMAR ITALY SpA (hereinafter referred to as "Yanmar Italy S.p.A.")

### Article 1 – General

- 1.1 These conditions are applicable to all offers and sales contracts of Yanmar Italy S.p.A.
- 1.2 Possible general conditions of the adhering party (hereinafter referred to as "the purchaser") are herewith explicitly rejected.
- 1.3 Possible arrangements, deviating from these conditions will not be enforceable, unless Yanmar Italy S.p.A. has agreed in writing to such deviations. With respect to future agreements, the purchaser will not be able to derive any rights from any possible deviations in the past.

### Article 2 – Offers and Conclusion of Contract

- 2.1. All Yanmar's offers are made without any engagement.
- 2.2. A contract between Yanmar Italy S.p.A. and purchaser will not be effected until Yanmar's confirmation in writing of purchaser's order, respectively until execution of this order by Yanmar Italy S.p.A.

### Article 3 – The prices

- 3.1. Unless agreed otherwise all prices are based on free Cassano Magnago delivery (as defined in INCOTERMS) and excluding V.A.T., Import duties and any other taxes and impositions.

### Article 4 – Delivery

- 4.1. Unless agreed otherwise all products, will be delivered free Cassano Magnago and all spare parts will be delivered free Cassano Magnago. The products and spare parts are hereinafter together referred to as "the goods".
- 4.2. The dates quoted for delivery indicate the anticipated delivery-time which Yanmar Italy S.p.A. will try to meet. Yanmar Italy S.p.A. will not be liable for any damages resulting from late delivery.

### Article 5 – Warranty and Liability

- 5.1. All goods are warranted by Yanmar Italy S.p.A. on the terms and conditions set forth in the Yanmar Italy S.p.A. Warranty Handbook which is issued by Yanmar Diesel Engine Co., Ltd and is attached to all goods delivered.
- 5.2. Except for Yanmar's obligation set forth in 5.1. above, Yanmar Italy S.p.A. shall not be liable for any claims or damages which may arise directly or indirectly in connection with the goods delivered, unless such claims or damages are caused by Yanmar intentionally.

### Article 6 – Payment

- 6.1. Payment is to be made on the agreed date. In case no specific date for payment has been agreed upon, payment has to be made within 21 days after the invoice date.
- 6.2. In case purchaser fails to meet his payment-obligations in time, Yanmar Italy S.p.A. shall be entitled immediately and without any written notice being required, to charge an interest of 1,5 % per month, over the from time to time outstanding amount. Yanmar Italy S.p.A. shall in such case be

entitled to suspend any further delivery until a later date.

- 6.3. If the purchaser fails to meet his payment-obligations, Yanmar Italy S.p.A. will be entitled, notwithstanding any other rights of Yanmar Italy S.p.A., to claim immediate payment of all unpaid invoices and will be entitled to refuse any further delivery unless full payment is offered in cash, or satisfactory security for the payment has been offered.
- 6.4. All costs resulting from the purchaser's failure to meet his payment-obligations will be for the purchaser's account. These costs include judicial as well as extra judicial costs.

### Article 7 – Reservation of Title

- 7.1. All goods supplied shall remain Yanmar's property until the purchase price and all outstanding or further claims arising out of the business relationship with the purchaser have been paid in full.

### Article 8 – Force Majeure

- 8.1. Yanmar Italy S.p.A. is not liable for its failure to meet (part of) its obligations under the contract, if such failure is due to force majeure. In such case Yanmar Italy S.p.A. will have the right to alternatively suspend the fulfillment of the contract or to cancel the contract completely or respectively, the part thereof which has not been carried out.
- 8.2. The following will, amongst others, be considered as force majeure: war, danger of war, mobilisation, riot, state of siege, strike or lock-out, fire, accident or illness of personnel, works break-down and the reduction of the production, limitation of imports or other limitations as a result of governmental measurements, interference caused by other legal regulations, as well as any other obstructive circumstance, which is not solely due to the intent of Yanmar Italy S.p.A., such as the non-or untimely supply of good and services by third parties, that have been brought in by Yanmar Italy S.p.A.

### Article 9 – Termination

- 9.1. In case the purchaser fails to comply with any obligation under the contract, in case any goods of the purchaser are attached, in case the purchaser is granted suspension of payment or is declared bankrupt, Yanmar Italy S.p.A. shall be entitled to terminate the contract, forthwith, and without intervention of any legal authority, and to take back the goods without prejudice to Yanmar's right to indemnification of the loss sustained as a results thereof.

### Article 10 – Applicable law

- 10.1. Italian law will be applicable to all offers and sales contracts concluded by Yanmar Italy S.p.A. In addition the most recent version of the INCOTERMS shall apply.

### Article 11 – Competent Court

- 11.1. All disputes arising under the execution of or in connection with any contract, will, in so far as the law does not expressly provides to the contrary, with the exclusion of every other court be brought before the competent courts in Busto Arsizio – Italy.