

# SMAT NORD SRL

## GENERAL TERMS AND CONDITIONS (GTC)

### 1. PREAMBLE

- 1.1. SMAT NORD is a Company that designs, produces, and supplies rear mirrors, components, accessories and spare parts for agricultural and earth-moving machinery, motorcycles, industrial and commercial vehicles, recreational vehicles, military vehicles, and special vehicles, as well as sells molds and equipment generally intended for the products to be supplied.

### 2. DEFINITIONS

- 2.1. For the purposes of this document, the following definitions shall apply:

**GTC:** means these general terms and conditions.

**Customer:** means a natural or legal person, either a body who, under the bargaining power, takes advantages from the services (Services) provided by SMAT NORD and/or purchases SMAT NORD products (Products).

**Order Confirmation:** means the confirmation of taking on charge of order.

**Contract Confirmation. (s):** means the Offer signed by the Customer along with these GTC and the Order

**Contractual Documents:** means the Request for Offer, the Offer itself, the Purchase Order, the Order Confirmation.

**Offer(s):** means the offer/quotation made by SMAT NORD to the Customer.

**Closed order(s):** means the customer order together with the relevant Offer signed by the Customer.

**Scheduled order:** means the order which, once the type of the Product and its price per unit are fixed, states a binding minimum quantity and a forecasted delivery, according to a fixed program.

**Warranty:** means an annual warranty on products starting from the day of delivery.

**Products:** means the goods and services provided by SMAT NORD

**Request for offer:** means the Customer's request for products to SMAT NORD.

**Complaint:** means the written complaint in compliance with the dispositions set forth in art. 6 required for activate the warranty.

**Services:** means the services offered by SMAT NORD

**Specific Approval:** means the specific approval written by SMAT NORD on the Customer's conditions starting from the GTCs to the Offer and/or the Order Confirmation.

**Parties:** SMAT NORD and the Customer.

### 3. SCOPE

- 3.1. These GTCs govern the supply of products and services and shall apply in all kinds of Contracts and, as a rule, in any relationship with the Customer.
- 3.2. SMAT NORD reserves the faculty to accept only the orders arriving along with specific written approval of the Offer in accordance with the above-mentioned DEFINITIONS. However, the Order Confirmation or, in any case, the taking over, processing and/or execution by SMAT NORD of an order that does not comply with these DEFINITIONS, in no event shall give raise to any waiver to these GTCs which still shall apply and be effective in the relationship with the Customer.
- 3.3. The subscription of a Request for Offer, that is to say an Order, and in any case the request, purchase or receipt of the Products by the Customer, implies the acceptance of these GTCs, as well as their full application, along with, at the same time, the right to claim the application of any potential and different general terms and conditions, or other contractual conditions of any kind, to be deemed as being divested of any applicability, effect and effectiveness.

### 4. HIERARCHY OF SOURCES

- 4.1. The relationship between SMAT NORD and the Customer shall be governed by the GTCs and by the special conditions as referred to in the Offer and/or Order Confirmation. Without prejudice to the terms of payment, which are always essential to SMAT NORD, as referred to in the following art. 7.2., in the event of a conflict between the GTC and the Offer and/or the Order Confirmation, the conditions set out in the Offer and/or Order Confirmation shall apply. For the non-conflicting party, these GTC remain in force.
- 4.2. Any agreement requested, or appealed, by the Customer starting from the offer and/or the Order Confirmation and/or these CGC, even if present or quoted in the Order and/or Order Confirmation, will only be enforceable upon specific approval to be sent to the Customer within and not later than 3 days after receiving the relevant documentation. Said period of time elapsed, no exceptions, or in any case no various agreements or general terms and conditions, proposed by the Customer will be accepted by SMAT NORD and by the Customer itself, and shall not be applicable in any way.
- 4.3. Failing the Specific Approval, neither where the aforementioned special or general conditions are present or quoted in the Order to which the Order Confirmation refers to, that is to say within the same Order Confirmation, the sending to the Client of the Order Confirmation does not and can never imply the acceptance, nor evident neither implicit, of the Conditions departing from those of the Offer and/or of these GTC.
- 4.4. Through the subscription of the Order by the Customer, any previous agreement between the Parties, concerning the same Products, are deemed to be definitively terminated and substituted by the provisions of the GTC and the Offer which will exclusively and entirely govern the relationship. Therefore, any different specific or general conditions on the Customer's papers will not be effective in the absence of the Specific Approval, SMAT NORD having expressly waived from making any dispute in the event of receiving the documents including it.
- 4.5. In case of a conflict between the provisions set forth in the Order signed by the Customer and those included in the Offer and/or in the GTC, failing the Specific Approval, only the conditions stated in the Offer and in the GTC will be dominant and exclusively enforceable. Said GTC, since any exceptions and disputes will be removed, will automatically replace the dispositions that are the object of said conflict.
- 4.6. Any invalidity or ineffectiveness of one or more of the provisions set forth in the Offer and/or in the Order Confirmation, and/or in the GTCs, shall not undermine the validity or effectiveness of the other provisions. It is now agreed that, in the aforementioned hypothesis, the Parties undertake, from now on, to cooperate fairly and bona fide in order to replace any invalid or ineffective agreement with another valid and effective one, so that to allow the same results and the common will of the Parties to be achieved, as much as possible.

## 5. TERMS FOR SUPPLIES, PRICES, AND DELIVERY.

- 5.1. The offer is valid for 30 days.
- 5.2. The offer does not imply any obligation and/or commitment for SMAT NORD to supply and/or accept the Order which occurs only along with the Customer receiving the Order Confirmation: SMAT NORD reserves the faculty to withdraw the Offer until this time.
- 5.3. SMAT NORD will deal with the Orders according to the technical and design specifications indicated or quoted in the Offer and/or Order Confirmation. The Customer relieves SMAT NORD from any and all liabilities with relation to any dissimilarity, defects in the supplied Products, where they result from deficiencies in the Offer and/or in the Order, and/or in the Order Confirmation.
- 5.4. Any irregularity, inaccuracy, generic and/or incorrect indications included in the Order Confirmation must be detected by the Customer within and not later than the following 3 days. Said period of time elapsed, no objection can be raised by the Customer on that issue.
- 5.5. The products will be supplied for the prices in force at the time of delivery to the customer and, therefore, of their shipment.
- 5.6. The prices stated in the Order Confirmation may be subject to revision in case of reasons beyond the responsibility of SMAT NORD including, but not limited to, an increase in raw materials or, in any case, an increase of those used for the production equal to or higher than 5%, an increase in the costs of energy or labour equal to or higher than 5%, in cases of a shortage of raw materials, etc. SMAT NORD commits to communicate promptly to the Customer the occurrence of these circumstances, together with the revision of the price whose increase will be equal to the higher cost generated by the above-mentioned circumstances, which can be checked and provable through specific official sources. From now on, the Customer waives to raise any exception except after payment of the products.
- 5.7. The delivery terms established in the Order Confirmation are forecasting, not essential. SMAT NORD undertakes, to its best, to comply with them under normal working conditions, except for delays due to force majeure or to reasons beyond its control, including delays in the delivery of suppliers, difficulties in supplying raw materials and components. Only in the event of a delay of more than 30 working days, the Customer may terminate the Contract with respect to the Products only, that is to say the quantities thereof and/or the supplying part whose delivery is delayed. In this case, SMAT NORD will be bound to repeat pro rata, only the collected amount, limited to the supplying part and/or the quantity of products whose delivery is delayed, excluding, from now on, any other kind of compensation for damages to which the Customer, from now on, expressly waives.
- 5.8. The delivery is carried out FCA – via Roccamelone 33, Almese (TO), Italy.
- 5.9. All costs concerning transportation and import practices are at Customer's expense.

## 6. WARRANTY AND RETURNS

- 6.1. Products are subject to a one-year SMAT NORD Warranty from delivery. Within the scope of the Warranty, in the presence of any defect and/or dissimilarity in the products, or differences in quantity, the Customer must, on penalty of forfeiture: (i) denounce them, in writing, within 8 days from discovery, by making a specific Complaint as referred to in the following art. 6.2.; (ii) refrain from any processing/tampering of the Products complained of; (iii) immediately make the complained products available to SMAT NORD and bear the costs of transport at the SMAT NORD plant where delivery is required. Where Smat Nord is relieved from any liability or dereliction of duty, e.g. products free from defects caused by: tampering, improper assembly and usage, products out of warranty, the Products will be returned to Customer at its own expenses and all additional inspection and administrative costs incurred by Smat Nord will be borne by the Customer.
- 6.2. In order to be taken into account for the purposes of the activation of the Warranty, the Complaint must be received by SMAT NORD within the aforementioned due time referred to in art. 6.1. by means of certified mail or e-mail; along with a detailed description of the reported defect, of the operations carried out by the Customer on the product and/or its packaging, as well as images, videos, and any other documentation that can help SMAT NORD quickly to identify the causes and whether it is better to repair the product rather than replace it.
- 6.3. In case SMAT NORD considers the products not-compliant, SMAT NORD will replace them or, at Customer's choice, will repeat the price if already paid by the Customer, together with the additional transport and return costs referred to in art. 6.1. Unless otherwise stated herein, any other kind of compensation for damages, direct and/or indirect, to which the customer expressly waives from now on, is excluded.

## 7. PRICES, PAYMENTS, TERMS

- 7.1. The payments, and thus times and terms in and within which said payments must be made, are specified in the Offer and/or in the Order Confirmation.
- 7.2. Payment terms are always essential for SMAT NORD, even if not specified in the Order Confirmation.
- 7.3. Delay or non-payment with respect to the terms stated in the Order Confirmation, are considered as failure of the Customer to fulfill his obligations and his automatic forfeiture in relation with any granted benefit. So that SMAT NORD can immediately demand all due sums, without prior formal notice of default; as well as suspend any subsequent delivery even if concerning a different Order Confirmation; and/or to have recourse to the express resolutive clause referred to in the following art. 8.
- 7.4. Having removed from now on any exception, it is agreed that in no event the Customer will be entitled to suspend payments, not even in the event of disputes and/or litigations, the Customer being, in any case, obliged to pay within the established terms. Therefore, the Customer may raise any disputes only after having completely fulfilled all the obligations bearing on him.
- 7.5. Without prejudice to the application of specific regulations related to the type of relationship (e.g., Law No. 198/1998), if more convenient to SMAT NORD, the delay in payments gives raise to interests on arrears at the rate set forth by Legislative Decree No. 231/02.
- 7.6. Any partial payments will be charged at first to interests, accrued from the due date to the actual balance and with no requirement for a specific issuance of formal notice of default. Subsequently, to administrative and recovery costs to the minimum amount of € 60 and only for the remaining capital.  
The delay in collecting the goods by the Customer cannot justify a delay in paying.

## 8. TERMINATION OF THE CONTRACT

- 8.1. The contract shall be deemed to be terminated by law ex art. 1456 of the Civil code of procedure if:
  - (i) the Customer is subject to or has intentionally requested access to any of the competitive procedures;
  - (ii) SMAT NORD should become aware of facts, circumstances, or documents from which facts of situations of economic instability or financial difficulties of the Customer may be deduced;
  - (iii) the condition referred to in art. 7.3 occurs;

- (iv) in case of breach of what is provided for in art. 9
- (v) in case of breach of what is provided for in art. 10.

8.2. Upon the occurrence of one of the conditions justifying the termination of the contract, the interested party may declare to the other party the intention of making use of this resolutive clause and, therefore, the contract shall be deemed to be terminated upon receipt of the above-mentioned declaration.

## **9. CODE OF ETHICS AND ORGANIZATIONAL MODEL**

- 9.1. The Client undertakes to behave in conformity with the principles set out in the Code of Ethics by SMAT NORD; the Customer expressly states to know and accept it in all its parts.
- 9.2. The Customer declares that it is aware of and accepts the Code of Ethics by SMAT NORD in all its parts and undertakes to respect and comply with its behavior as provided for and described therein.

## **10. PROHIBITION TO TRANSFER THE CONTRACT**

- 10.1. The Customer cannot transfer the Order Confirmation in any way or in any form. In case of a substitution of the Customer with another entity that can be opposed to SMAT NORD takes place, as a result of a transfer/lease of a branch of the Company, this will occur under cumulative debt.

## **11. MISCELLANEOUS**

- 11.1 Any alteration of these provisions shall not take effect unless they are made in writing and signed by the Parties. The Customer acknowledges that any valid alteration of the GTC may be introduced also by means of an efficient behavior of SMAT NORD, given the essentiality of the requirement of the written form for any alteration, between the Parties.

## **12. PRIVACY AND PROCESSING OF PERSONAL DATA**

In accordance with the EU Privacy Regulation 2016/679 the personal data provided will be processed by the owner (enter Company name), by means of electronic and manual instruments, by authorized internal personnel and will be used, in compliance with the principles of legality and correctness, for the sole purpose of complying with the obligations laid down by the Italian law, as well as by Italian and European regulations, in order to satisfy orders or requests coming from the Authority, and in order to give full execution to pre-contractual and contractual obligations.

The data provided may be notified to third parties, for administrative and accounting purposes, said purposes to be related to the subject matter of this contract, and where this is required and deemed to be essential for the performance of the activity. In any case, the processing will take place in such a way as to guarantee the maximum security and confidentiality. At any time, the rights of accessing one's personal data, and other rights recognized to the person concerned by the above-mentioned Regulation, may be exercised, as provided for in the above-mentioned rules, by transmitting the relevant communications to the certified e-mail address of the Company or to the registered office through registered letter with acknowledgement of receipt.

## **13. EXCLUSIVE JURISDICTION**

- 13.1. For any dispute concerning the application, validity, voidness and/or voidability, execution, termination or anyway subordinate to the performance or interpretation of the contract, the Order and/or of these GTCs and any exhibit thereto, or in any case related to the same relationships, as well as in the event of consolidation of actions the Court of Turin shall be exclusively competent, excluded from now on any other competing jurisdiction.