

GENERAL CONDITIONS AFTER-SALES SERVICE

1. General provisions and definitions.

1.1 These general conditions of service are applicable to all technical interventions carried out by the after-sales service of Tesmec S.p.A. (the "Service Provider" or "Tescmec") on machinery produced by the Tesmec group.

Technical interventions and services (the "Services") will be better specified in each purchase offer (the "Offer")

These general conditions and the commercial conditions contained in the Offer or in the Order Confirmation, as the case may be, constitute the after-sales service contract (the "Contract") between the Parties.

In the event of a conflict, the commercial conditions in the Tesmec offer or in the Order Confirmation will prevail, as the case may be.

The general or special terms and conditions of the Customer do not apply.

The cancellation, modification, and waiver of the Contract or any of the underlying rights or obligations will not be effective without the written consent of the Service Provider.

1.2 The Service Provider will notify the Customer in writing of the expected date of the provision of the Service within 2 days before the arrival of the staff.

2. Consideration.

2.1 The payment of the Services covered by this Contract is made at the domicile of the Service Provider by means of payment by bank transfer and refers to the Services and any material or spare parts. The payment of the Services is indicated in the Offer or in the Order Confirmation, also following the Intervention Report issued by the staff of the Service Provider.

3. Safety regulations.

3.1 It is the Customer's responsibility to guarantee the appropriate operating and safety conditions, as established by Legislative Decree 81/2008, designed to prevent risk conditions for the staff of the Service Provider, in order to prevent situations of risk to the health and safety of the personnel involved.

The user and maintenance manual of the machine is also a reference document, to which reference is made for the methods and conditions of use of the same.

3.2 The Customer must:

a) provide the Service Provider with information relating to:

- assessment of the risks (environmental and operational) related to the activities that the specialist will be called to carry out;

- measures taken to eliminate, reduce or contain the risks identified.

- specific security measures required for the Service Provider's specialist (list of personal protective equipment required, safety procedures to be adopted, etc.).

b) ensure the availability of the emergency service both in the event of an accident / accident and in case of fire / emergency.

c) inform the Service Provider of the methods of access to the construction site in order to guarantee the performance of the services (e.g. entrance time, work area, etc.).

3.3 In the execution of the Services, the staff of the Service Provider will have the right to suspend activities and plans, in case of risk of danger or in the presence of working conditions that do not comply with the regulations.

4. Spare parts warranty.

4.1 Tesmec guarantees the good quality of the spare parts purchased and their proper functioning within the limits of the operating conditions and technical performance provided for the type of Tesmec machine and / or provided by the manufacturers for the components of the same.

4.2 The warranty is valid for 6 months from the delivery of the spare part or from the return of the machine, if the repair or replacement took place in the workshop and is applicable only to mechanical groups that have been completely overhauled or replaced in authorized workshops or by Tesmec personnel who intervened on site.

4.3 This warranty does not cover electrical parts, those subject to normal wear and tear and components in contact with the excavation area (such as, but not limited to, teeth, pockets, plates, chains, carpets, ploughshares, bolts).

4.4 The warranty is limited to the repair or replacement, at the choice of Tesmec, of those parts that will be recognized as defective for materials or workmanship.

4.5 The Customer is solely responsible for the hours of travel, transport costs, board and lodging and supplies such as lubricating oils, diesel, antifreeze, relating to the repair or replacement mentioned above.

4.6 The warranty is to be considered canceled and lapses independently if:

i) the machine or spare part supplied is used or installed in a manner that does not comply with the indications of the relevant Use and Maintenance Manual or the machine has been modified, repaired or disassembled, even in part, by unauthorized personnel or has not been immediately stopped pending repair, if its operation is defective, or non-original spare parts have been installed on it;

ii) the Customer is not in good standing with payments.

This warranty replaces any other express or implied warranty and does not give rise to any indemnity claim, of any kind, or to a reduction in price or termination of the supply contract.

5. Liability

5.1 The Customer who requests the Service Provider to send technicians for repairs, maintenance of machines, is responsible for ensuring the a.m. conditions, means of work and controls to the technicians adequate to prevent damage to people and property, in accordance with the laws in force.

5.2 The Customer must also provide for the collection and disposal of special waste deriving from the processing, repairs, maintenance, carried out at its own sites. According to the current legislation on safety and health at work, the Customer must inform the Service Provider about the risks existing in his work environment and the precautions and protections that they must take to avoid them.

5.3 The Customer expressly waives and shall indemnify the Service Provider from any and all liability for claims, damages and causes claimed by any person, legal or natural, for property, injury, death, anticipated or lost profits, incidental damages, consequential damages or other losses suffered in connection, indirectly, with the performance of the Services, with the exception of gross negligence or willful misconduct. 5.4 Any direct damage caused by willful misconduct or gross negligence of the Staff of the Service Provider will be limited to reimbursement of any service amount paid.

6. Data processing

Tescmec S.p.A. represents that the processing of the Company's personal data, necessary to fulfill the obligations deriving from and/or connected to this Contract and the related legal obligations (including fiscal, administrative and accounting obligations), complies with current legislation on privacy (EU Regulation no. 679/2016, Legislative Decree no. 196/2003 and subsequent amendments and additions), and is carried out in accordance with the information provided pursuant to Article 13 of EU Regulation no. 679/2016 ("GDPR") and the privacy policies published on the website www.tescmec.com.

7. Applicable law

7.1 The law applicable to this Agreement is Italian law.

7.2 For any dispute that is not resolved amicably, no later than 30 days from its occurrence (the written dispute will prevail) the Parties refer to the exclusive jurisdiction of the Court of Milan.

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