

General Terms and Conditions of Sale

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1. Definitions

In these General Conditions, the following words shall have the meaning set out below:

General Terms and Conditions: these general terms and conditions of sale.

ERA: ERA S.r.l., Via F. Santi 15 – Z.I. S. Vadò – 10024, Moncalieri (TO), tel. 0039-0116891511, fax 011 6472862, e-mail era@eraspares.it, Tax Code and VAT Code no. 07647200018 Sole Shareholder, entered in the Registry of Companies of Turin under no. 07647200018, R.E.A. no. 909465 Chamber of Commerce of Turin - Company subject to management and coordination by Rhino Bidco S.p.A.

Product(s): spare part(s) for motor-vehicles and heavy vehicles distributed by ERA.

Customer: any legal person who acts for purposes related to its trade or profession who places an Order with ERA to enter into an agreement for the purchase of Products distributed by ERA, in compliance with these General Terms and Conditions.

Order: any request to purchase Products from ERA.

Confirmation of Order: the acceptance of an Order by ERA.

Purchase Agreement: the agreement for the purchase of Products executed by Customer and ERA from time to time, in compliance with these General Terms and Conditions.

Delivery Date: the date on which each Product sold by ERA is delivered to the Customer.

RMA Form: the form to obtain authorisation to return products, drafted by ERA and available at the website www.eraspares.com.

Catalogue: the catalogue of the Products with their price list, available both in printed and electronic (CD-Rom, electronic data storage devices like USB or similar, etc.) format as well as on-line at the website www.eraspares.com or at other websites owned by ERA or by third parties.

Parties: ERA and the Customers, jointly.

2. General principles

The Purchase Agreement shall be considered entered into upon receipt of the Confirmation of Order by the Customer, and shall be governed by these General Terms and Conditions, which form an integral and substantive part of the Purchase Agreement, even if not expressly reproduced in the Order and/or in the Confirmation of Order.

Each Purchase Agreement entered into by and between ERA and the Customer will be a separate and independent transaction. To each Purchase Agreement shall be applied the General Terms and Conditions in force at the time the Order is placed.

Any provision or condition included by the Customer in the Order, in the correspondence or elsewhere will be invalid and ineffective, unless specifically accepted in writing by ERA. In no event can the Confirmation of Order be construed as an implicit acceptance of provisions or conditions contained in the Order or elsewhere, unless such provisions or conditions are expressly mentioned in the Confirmation of Order and ERA's will to accept them is expressly stated.

These General Terms and Conditions shall govern the sale of Products offered by ERA only to Customers acting for purposes related to their trade or profession. Therefore, by accepting these General Terms and Conditions, the Customer declares and acknowledges that the purchase of the Products is related to its trade or profession, with consequent inapplicability to the Purchase Agreement of Decree no. 206/2005, of Decree no. 185/1999, and of any other law provisions concerning consumer protection.

Any notice to the Customer shall be sent to the e-mail address of the Customer and/or to the Customer's registered office as specified in the Order.

Any notice to ERA shall be sent to the e-mail address era@eraspares.it and/or to the following address: Via F. Santi, 15 – Z.I. S. Vandò – 10024, Moncalieri (TO).

3. Order and Confirmation of Order

All Orders for Products sent to ERA shall be completed in full and contain all such elements as are necessary to correctly identify the ordered Products. Each Order is irrevocable and constitutes a contract proposal made by the Customer and, accordingly, will be binding on ERA only if, and in that it is confirmed by ERA by an express Confirmation of Order.

ERA will be free to refuse Orders at its own discretion, and excludes any contractual or non-contractual liability for direct or indirect damages caused by the total or partial non-acceptance of any Order.

In case of an event of force majeure, ERA reserves the right to withdraw any Order, in part or in full, even if it had been already accepted by a Confirmation of Order, subject to giving prior notice to the Customer. By way of example, and without prejudice to the provisions of article 10) below, the following events shall be considered as events of force majeure:

- a) the Products are no longer available in the supplier's catalogue or to be no longer manufactured by suppliers;
- b) the Products cannot be delivered to ERA by ERA's suppliers;
- c) the Products "available while stocks last" which were available when the Order was placed are no longer available when the Order is processed;
- d) frauds committed by third parties to the detriment of ERA.

4. Delivery of Products

The terms and conditions of delivery are those specified in the Order and approved by the Confirmation of Order. Unless otherwise stated, the Products shall be considered as sold Ex Works (EXW). In any event, the delivery times are given for information purposes only and are not binding. Therefore, ERA does not assume any liability for failure to deliver the Products at the agreed time.

Delivery costs shall be borne by the Customer in full, unless otherwise agreed in writing by the Parties, and are not included in the prices.

In its Order the Customer may specify which carrier has to be used to deliver the Products. Otherwise, ERA will use the services of leading carriers at its own discretion, with the application of generally accepted rates in the sector.

In any event, upon delivery of the Products to the carrier, ERA will be released from any risk, burden or liability regarding the transport of the Products, unless otherwise expressly agreed in writing with the Customer.

Products may be delivered separately, depending on their availability, subject to giving prior notice to the Customer.

In the event that ERA is not in a position to process an order in full (because of either the non-availability of the products ordered by the Customer or difficulties in the supply), ERA shall inform the Customer of the actual availability of the ordered products and the Customer shall have the right to modify the Order. Should this be the case, the Customer will not have the right to any reimbursement, indemnification or compensation whatsoever.

Upon receipt of the Products, the Customers shall ensure that:

- a) the number of packages delivered corresponds to the number specified in the fiscal accompanying document;
- b) the goods correspond to the goods described in the fiscal accompanying document;
- c) packaging, including closing materials/seals (adhesive tape, steel bands, etc.) is intact, is not damaged, is not wet or tampered with.

The Customer shall immediately report any damage, incorrect number of packages, or delay in the delivery to the Carrier making the delivery, by writing "accepted with reserve of control for lack of and/or damage to ... packages" on the transport document, and shall inform ERA thereof in writing within 8 (eight) calendar days since the Delivery Date.

By signing the carrier's transportation document the Customer will accept the goods as delivered with respect, for example, to packaging, number of packages received, the correspondence of ordered Products with delivered Products, the integrity and external characteristics of the Products.

Even if packaging is intact, the Products shall be carefully examined by the Customer, and any apparent defects or non-compliance (which can be detected by using normal diligence) of the Products shall, under penalty of forfeiture, be notified in writing to ERA within 8 (eight) calendar days since the Delivery Date.

5. Payments

Products purchased and delivery charges, if any, shall be paid by the Customer in compliance with the terms and conditions set out in the Order and approved by ERA in the Confirmation of Order. Unless otherwise specified, the price of the Products shall be paid within 30 (thirty) days since issuance of the invoice. In case of late payment, default interest will apply pursuant to Decree no. 231/2002.

6. Retention of title

All ERA Products are sold under retention of title terms. Therefore, the ownership of the Products shall not pass to the Customer until full payment of the purchase price, pursuant to section 1523 and following of the Italian Civil Code, without prejudice to the fact that ERA will be released from any risk, burden or liability regarding the Products upon delivering them to the carrier.

7. Warranty of proper functioning

ERA warrants the proper functioning of the Products purchased by the Customer and that, in any event, they are free from any defects in workmanship and/or material which make them unfit for the purpose for which they are intended for a period of 12 (twelve) months from the Delivery Date.

The warranty of proper functioning will only apply provided that the Products have been installed by a professional and used in a correct manner and with care and diligence, in accordance with the purpose for which they are intended and with the technical specifications, if any, supplied with the Products, in strict compliance with the operating instructions specified therein. The warranty of proper functioning does not cover usual wear and tear and will not apply in case of negligence, misuse and improper installation.

Any malfunction of the Products shall be notified to ERA, under penalty of forfeiture, within 30 (thirty) calendar days after the Customer has become aware of such malfunction. For this purpose the Customer shall complete and submit to ERA an RMA Form. Any defective Product returned to ERA shall also be accompanied by a copy of the RMA Form.

Defective Products will be replaced provided that they are returned complete with all accessories and manuals, the return transport document and the RMA Form, including the RMA authorisation number issued by ERA. ERA will not accept delivery of any defective Products returned without any and all accessories and manuals and, accordingly, will have the right to return the rejected Product to sender, carriage forward, without incurring in any liability.

Products shall be returned to the following address: ERA S.r.l., via F. Santi 15, 10024 Moncalieri (TO), Italia.

The transport costs incurred for returning Products shall be borne by the Customer.

ERA reserves the right to verify that any Product returned by the Customer is actually defective. In the event that ERA determines that the Product is not defective, the Product will be returned to the Customer without being repackaged. The costs for returning the Product to sender shall be borne by the Customer. Should this be the case, the Customer will not be entitled to have the Product returned replaced by a new Product.

In the event that ERA determines that any Product returned under warranty is defective, ERA will either replace the defective Product free of charges or, at its own discretion, issue a credit note for the entire purchase price. In any event, ERA will not have to provide any report or technical documentation evidencing the defect.

The warranty of proper functioning does not cover any labour costs incurred as a result of the malfunction of the Product, or any damages caused by the defective Product to the vehicle on which the Product was installed or to any third parties.

8. Right of withdrawal

Within 10 (ten) days of the Delivery Date the Customer may withdraw from the Purchase Agreement of a Product, subject to giving prior written notice to ERA. The notice of withdrawal shall be accompanied by a completed RMA Form.

In the event that the right of withdrawal is exercised, the Customer shall return the Product to ERA, provided that it is intact and that it has not been used, and subject to authorisation. The Product returned shall be accompanied by a copy of the RMA Form. After checking the condition of the Product returned, ERA will refund the Customer the entire purchase price (except for packaging and shipping costs, for both delivery and return, which shall be borne by the Customer).

ERA reserves the right to refuse Products returned and refund of payment if the Products returned are not intact or appear to be used, or are not accompanied by a completed RMA Form.

ERA also reserves the right, at its own discretion, to charge the Customer an amount not exceeding 10% of the price of the Products returned, by way of refund of costs incurred.

Products shall be returned to the following address: ERA S.r.l., via F. Santi 15, 10024 Moncalieri (TO), Italia.

9. Catalogue

ERA reserves the right to suspend or terminate the operation or updating of the Catalogue at any time, to change any aspect of the same in full or in part, at its own discretion and with no obligation of prior notice.

The trademarks and other commercial signs displayed on the Catalogue are the property of either their respective owners or ERA, and their reproduction in whole or in part is prohibited.

OE codes, TRADE Nr., images and pictures appearing on the Catalogue are for information purposes only. ERA does not accept any liability regarding the data displayed on the Catalogue (including, but not limited to: pictures, logos, trademarks, images, texts, videos, documents, charts, schedules) and, accordingly, ERA shall not be held liable for reliance upon such data by Client or by any third parties.

ERA shall not be liable for any disruption of the electronic and/or web supports upon which the Catalogue can be displayed, like e.g. loss of information, accidental circulation of personal or sensitive data, and any other damage caused by technical problems regarding equipment, servers, routers, telephone lines, IT networks, etc. owned by ERA

or any third service suppliers, attacks by hackers, thieves, crackers, viruses, etc., non-compliance and/or obsolescence of the equipment used by the Customer or any third parties, etc.

10. Force Majeure

ERA does not assume any liability for non-performance or disruption due to events of force majeure, including but not limited to accidents, fires, explosions, strikes, lock-outs, earthquakes, acts of God, floods, upheavals, laws, regulations and orders issued by government authorities, and any other hardly foreseeable or unforeseeable events preventing performance, in whole or in part, in compliance with the agreed terms and conditions.

11. Characteristics of the Products

The technical and functional characteristics of the Products published by ERA on the Catalogue or by mean of promotional messages and information leaflets are those provided by manufacturers. ERA does not assume any liability for the accuracy and completeness of such information. Unless otherwise specified, the manuals and the software relating to the Products are in Italian and/or English language. The images, original references and cross-references of Products are provided for information purposes only and are not binding. All the technical characteristics and prices of the Products may be changed without prior notice.

12. Governing law and jurisdiction

The Purchase Agreement shall be governed by Italian law.

Any dispute concerning the application, performance, construction and infringement of the Purchase Agreement is subject to the Italian jurisdiction and to the exclusive competence of the Turin Court.