

GENERAL CONDITIONS OF SALE in force from 01.01.2009

1. DEFINITIONS

In interpreting these General Conditions of Sale the following terms shall be understood to have the meaning specified herewith:

- a) Vendor: Polini Motori S.p.A.
- b) Purchaser: the purchaser of the Product;
- c) Sale Contract: every contract or deed, including any such subsequent to or bearing a change and/or integration to the same;
- d) User's Manual: the manual or leaflet bearing the instructions for assembly, use and maintenance that the Vendor may attach to the Product;
- e) Order: the form whereby the Purchaser states to the Vendor that he intends to purchase the Product;
- f) Parties: the Vendor and the Purchaser considered jointly;
- g) Product: the goods object of the sale between the Purchaser and the Vendor;

2. APPLICATION OF THE GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all Product sale and purchase contracts between the Vendor and the Purchaser and replace any purchase conditions foreseen by the Purchaser.

In the case that a commercial agreement and/or single Product sale and purchase contracts already exist between the Parties, these General Terms and Conditions integrate all previous agreements and/or single Product sale and purchase contracts between the Vendor and the Purchaser.

3. ACCEPTANCE OF ORDERS

All orders shall be sent to the Vendor properly filled out and each item ordered shall refer to the corresponding code number that appears in the Vendor's catalogue or price-list.

Contracts and/or Orders and any additions or changes to these General Terms and Conditions must be made in writing, using the forms provided by the Vendor, and emailed or otherwise sent to the Vendor (e.g. courier, post, telex, fax, etc.).

The Order represents an irrevocable proposal on the part of the Purchaser and is subordinate to acceptance by the Vendor, said acceptance is understood if the Vendor has not notified the Purchaser of his refusal to accept the Order within 60 days of receipt of order.

After initial processing of the order, the Vendor reserves the right, his decision being final, to decide whether or not to process the remaining part of the Order, notifying, in any form, the Purchaser of his decision.

4. PRICES

The Vendor shall apply the price agreed with the Purchaser in the Sale Contract.

In the event that the price has not been settled in writing, the prices in the Vendor's price-list shall apply.

The Vendor reserves the right to vary the prices quoted in his price-list at any time according to reasonable parameters; the prices indicated in the price-lists and catalogues shall be considered as purely indicative, since the Product is always invoiced at the list price in effect at the moment of delivery.

Any expenses incurred for duty, taxes and other levies shall be paid by the Purchaser, even if anticipated by the Vendor.

Offer prices are not binding.

The price covers the cost of the goods delivered EXW, Vendor's factory, Alzano L., (Bergamo), Italy, (INCOTERMS 2000 ICC).

5. DELIVERY AND SHIPPING

Delivery terms are counted in working days; such terms shall not be considered as final, as they are subordinate to the availability of materials and labour, and any circumstances beyond the reasonable control of the Vendor.

Under no circumstances may the Purchaser demand the cancellation of the contract, refuse the supply or make any claim for damages on account of a delay in delivery.

The ownership, possession and liability for all relevant and consequent risks are transferred to the Purchaser upon delivery of the sold Product, which takes place to all effects and purposes on the business premises of the Vendor; such transfer of risk shall take place independent of the object burdened with shipping costs and the method adopted to effect the same, the Purchaser bearing the burden of shipping. In the event that no specific shipping instructions are forthcoming, the Vendor may negotiate the terms and conditions of transport and arrange for the relevant operations to take place in the name of and on behalf of the Purchaser.

The Purchaser shall be responsible for the safekeeping of the sold Product, in accordance with clause 2051 of the Italian Civil Code, from the instant in which it leaves the Vendor's business premises; from that moment, regardless of the means of transport, the Purchaser shall be directly liable for any damage caused by third parties to the sold Product, with the exception, naturally, of any exclusive or concurrent liability of the carriers or couriers where the blame for such damage lies with the same.

In the absence of precise instructions, the Vendor reserves the right to choose the most suitable means of transport, his decision being final, with shipping free port and invoiced to the Purchaser.

The Vendor reserves the right to process each order in one or more consignments.

In the absence of a previous agreement, partial deliveries are allowed.

In the case that the Purchaser knows, in advance, his impossibility to receive goods, he will have to communicate to the Vendor the reason and the time within which he foresees he will be able to receive goods.

6. PAYMENT

Payment shall be made to the Vendor's domicile, in the form foreseen in the accepted and approved Orders. Should the Sale Contract not contain instructions about the payment terms and conditions, it is hereby established that payment shall be made in cash on delivery or via bank transfer prior to delivery.

Supplies for a value of up to € 200.00 (*387,254 Lira*) may be paid for cash on delivery at the Vendor's discretion; in such case, the Vendor shall debit the Purchaser any expenses incurred, in addition to the cash on delivery expenses that the carrier who is delivering goods demands.

Supplies with urgent demand of shipping, if accepted by the Vendor, will be carried out as soon as possible; in this case the Vendor shall debit the Purchaser any expenses incurred for the quick service.

Delays in payment of more than 60 days from the date of invoice shall not be accepted.

No more than one bank receipt (or similar) shall be issued if the invoice total does not exceed € 300.00 (*580.881 Lira*).

The Vendor reserves the right to interrupt or cancel deliveries in progress in the event of the Purchaser's non-observance, even partial, of his payment obligations.

Should the Vendor not receive payment within the set payment due date indicated in the invoice, he is herewith authorised to a sight draft on demand including any expenses incurred.

Interest at a rate equal to six times the weekly repo rate indicated by the CEB (Central European Bank) valid at the set payment due date indicated in the invoice.

7. PACKING

The Products shall be packed by the Vendor.

Standard packing shall not include out-sized products or special transport requirements; in such cases, extra charges shall be debited to the Purchaser, unless otherwise agreed in writing.

8. MINIMUM INVOICE AMOUNT

The Vendor reserves the right to process only those Orders amounting to not less than € 100.00 (*193,627 Lira*) in the event of an Italian Purchaser or not less than € 3,000.00 (*5,808,810 Lira*) in the event of a foreign Purchaser.

9. E-COMMERCE DIRECTIVE AND PUBLICATION OF THE POLINI'S PRODUCTS PRICES ON THE WEB.

- The purchaser, when using the logo, will have the right to publish the official Polini Motori S.p.A. price list into force on his own web site.

- If the purchaser has an activity of e-commerce, the publication of prices different from the ones listed in the Polini price list in force, or the application of discounts higher than 20% or the following granting of prizes with the aim of cutting down the sale prices, will cause the modification of the applied conditions with the reduction of the discounts granted till that moment. The same is valid for the sales through other sites (see e-bay, on-line auctions....)

- All the published prices are exclusively VAT included.

- It is agreed that the territory for the on-line sale is the same of the purchaser's one.

10. COMPLAINTS

The Purchaser shall send the Vendor written complaints via registered letter within 8 days of receipt of the goods; complaints received after the aforementioned deadline will be ignored.

No complaint concerning the Product will be considered if it refers to characteristics not indicated in the Technical Specifications or not pertinent to normal use of the Product.

The Purchaser is expected to take proper care of any Product found to be defective, storing it in a suitable place and allowing the Vendor full access for investigation purposes. The Purchaser is also expected to introduce all measures required to reduce the risk of further damage/deterioration to the Product in the meantime.

In any case, the Purchaser is expected to stop using the Product as soon as a defect is found and to introduce all measures required to reduce further damage or losses.

11. WARRANTY

The Purchaser is advised to read very carefully the warranty card attached to each Product, if supplied.

Parts that cannot be used due to material defects ascertained at the Vendor's production site shall be replaced free of charge, if sent to the Vendor free delivered, accompanied by the proper goods shipping papers.

In any case, said warranty ceases to have any effect:

- a) if the product is not used under normal working conditions, if the Purchaser has not observed the instructions provided in the user's manual (if supplied) or, in any case, if the product is not used in accordance with the indications provided by the Vendor;
- b) if the product bears signs of tampering or has been modified, taken apart or repaired by personnel other than the Vendor's own personnel;
- c) if there are delays in the payment of supplies.

12. RETURNED GOODS

Returned Products shall not be accepted unless previously authorised by the Vendor; no Product returns shall be authorised in any case for supplies delivered more than 6 months previously.

Authorised returns shall reach the Vendor accompanied with the proper papers, delivered free destination.

13. VARIATIONS

Any variations to these General Conditions of Sale shall only be valid if confirmed in writing by the Vendor; in any case, the validity of such variations shall be limited to the specific Order for which they have been confirmed.

14. INTELLECTUAL PROPERTY RIGHTS

All information, technical standards, specifications and procedures provided by the Vendor are the exclusive property of the same. The Purchaser is not granted any licence to use the trademark or patents, nor any industrial or intellectual property rights concerning the technical specifications and know-how provided upon conclusion of this contract.

The Purchaser is expected to return all information, documents and specifications belonging to the Purchaser immediately upon termination of business relations or upon performance of the object of the contract.

15. SAFETY STANDARDS

The Purchaser has sole responsibility for any failure to inform the Vendor of the safety standards and public health laws currently in force in the country in which the Product will be used. Any costs incurred to ensure compliance of the Product with the safety standards and public health laws currently in force in the country in which the Product will be used shall be borne exclusively by the Purchaser.

16. PRIVACY

In accordance with Italian law n° 196/03, the Vendor informs the Purchaser that: a) his data are only processed by us and/or communicated to third parties (e.g. banks, our operators, external consultants, etc.,) in full observance of the aforementioned law in order to process the contract between us; b) he has the right to avail of his rights under clause 13 of the same (See "Privacy" section).

17. APPLICABLE LAW AND LANGUAGE

Any matters not specifically dealt with by these General Terms and Conditions or in separate Product sale and purchase contracts or orders shall be governed by the relevant Italian laws.

Any disputes arising from the application of these General Terms and Conditions or from the interpretation of separate Product sale and purchase contracts shall be governed by Italian laws.

The original language of these General Terms and Conditions is Italian, regardless of their translation into any other language. In the event of a discrepancy between the Italian version and any translated version, the Parties agree that the Italian version shall apply and is the official document when it comes to interpreting these General Terms and Conditions.

Application of the UN Convention on International Sale of Goods (Vienna – 1980 – CISG) is expressly excluded.

PRIVACY

GENERAL NOTES ON THE HANDLING OF PERSONAL DATA

(Art. 13 of Legislative Decree n° 196, dated 30th June 2003)

In accordance with Article 13 of Italian Legislative Decree n° 196/2003 (Privacy), POLINI MOTORI S.p.A. (the "Company") hereby informs you, the Interested Party, that your personal data (the "Data") will be handled as follows:

1. PURPOSE OF HANDLING

Your data will be collected and handled by the Company for the following purposes:

1. supply/sale of products also *on line*;
2. warranty and technical support (before and after sales);
3. marketing and advertising;
4. sending of information and promotional material;
5. personnel selection and recruiting services;
6. statistical analysis for marketing purposes;
7. detection of the degree of customer satisfaction;
8. invitations to informative/promotional events.

2. HANDLING METHODS – PEOPLE CHARGED

Your data will be handled for the above purposes using both automatic and manual methods, always in respect of the relevant confidentiality and security laws.

Your data may therefore be handled on the behalf of the Company by employees, professionals or companies charged with carrying out specific processing services or activities that are complementary to the business of the Company, i.e. necessary for the performance of the operations and services provided by the Company.

3. COMMUNICATION OF YOUR DATA

In view of the existing telecommunications and computer links and correspondence, your Data may be sent abroad, including countries outside the European Union, and may be communicated to:

1. company employees not specifically charged with data handling;
2. companies or other subjects responsible for activities on an outsourcing basis on behalf of the Company.

4. RIGHTS OF THE INTERESTED PARTY

Under Art. 7 of Italian Legislative Decree n° 196/2003 you have the following rights:

- to obtain full information on any data concerning you;
- to obtain confirmation of the existence or otherwise of personal data that concern you, and communication of said data in an intelligible form;
- to obtain the deletion or freezing, updating, correction or integration of any data concerning you, as well as an attestation that said operations have been made known to all those to whom your data may have been communicated;
- to object to the handling of your data, for legitimate reasons;
- to object to the handling of your data for commercial, advertising or market research purposes.

In order to exercise your rights, please write to POLINI MOTORI S.p.A., Viale Piave 30 – 24022 Alzano Lombardo (BG) - Italy.

5. PERSON RESPONSIBLE FOR HANDLING YOUR DATA

The person responsible for handling your Data is POLINI MOTORI S.p.A., with registered offices in Viale Piave 30 – 24022 Alzano Lombardo (BG) - Italy.

Signature of the Managing Director: [Polini Franco]

Purchaser signature _____