Blue Bird Fabbrica Motori s.r.l.
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GENERAL TERMS AND CONDITIONS OF SALE

English translation for information purposes only. Pursuant to Article 14.1, the Italian text is the only authentic version.

These general terms and conditions of sale apply exclusively to sales to persons purchasing in the course of their professional and business activity. They do not apply to sales to consumers.

1. CONCLUSION OF THE CONTRACT

1.1 The validity of the Order Proposal sent by the Customer to BLUE BIRD INDUSTRIES is subject to the Customer's acceptance and signature of these General Terms and Conditions of Sale, which form an integral and essential part thereof, as well as to the inclusion in the same Order Proposal of the product code, the item and the quantity ordered, and of the Customer's complete, accurate and truthful tax details.

Requests to amend the Order Proposal sent by the Customer more than 8 (eight) days after its date will not be accepted. After this period, the Order Proposal shall be deemed an irrevocable offer made by the Customer for a period of 15 (fifteen) days, pursuant to Article 1329 of the Italian Civil Code.

The contract for the sale of BLUE BIRD INDUSTRIES products shall be deemed concluded upon acceptance of the Order Proposal by BLUE BIRD INDUSTRIES, even if such communication occurs within the first 8 (eight) days from the date of the proposal.

1.2 Under no circumstances shall general conditions of any kind affixed to orders and/or other documents sent by the Customer be deemed applicable, unless expressly accepted by BLUE BIRD INDUSTRIES.

1.3 The sales contract supersedes any other undertaking, contract or agreement, written or oral, previously entered into between the parties.

2. DELIVERY TIMES – COLLECTION OF PRODUCTS

2.1 Delivery times are those indicated in the order accepted by BLUE BIRD INDUSTRIES and the products shall be deemed delivered in accordance with the delivery terms agreed therein. BLUE BIRD INDUSTRIES accepts no liability for any delays in delivery attributable to the carrier. Under no circumstances shall the agreed delivery times be deemed of the essence.

2.2 Except in cases of wilful misconduct or gross negligence and of mandatory liability provided for by law, any delays by BLUE BIRD INDUSTRIES in delivering the products shall not entitle the Customer to terminate the contract and/or to claim damages. The Customer waives in advance any objection, claim, defence and/or counterclaim in this regard.

2.3 In the event of delays in the delivery of the products caused by unforeseeable circumstances, force majeure (see Article 14.4) and/or other causes not attributable to wilful misconduct and/or gross negligence of BLUE BIRD INDUSTRIES, the Customer shall not be entitled to claim any indemnity and/or compensation for damages, nor to request termination of the contract or a reduction in the price of the products supplied.

2.4 In the event of failure to collect the products, BLUE BIRD INDUSTRIES nevertheless reserves the right to take legal action to protect its rights arising from the conclusion of the contract, in addition to the reimbursement of storage costs.

3. PRICE LIST AND PRICES

3.1 List prices are expressed in Euro and include VAT. Any discounts applied shall be calculated net of VAT.

3.2 BLUE BIRD INDUSTRIES reserves the right to change the price list at any time; changes shall take effect for the Customer's subsequent purchases.

The weights and dimensions of machines, tools and accessories shown in the price list are purely indicative and may be changed at any time, without notice, at the discretion of BLUE BIRD INDUSTRIES.

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3.3 If, after the conclusion of the contract pursuant to Article 1.1, an extraordinary or unforeseeable event occurs such as to make the performance of BLUE BIRD INDUSTRIES excessively onerous pursuant to Article 1467 of the Italian Civil Code, the Customer and BLUE BIRD INDUSTRIES shall renegotiate the contract, without prejudice to the right of BLUE BIRD INDUSTRIES to request termination of the contract pursuant to Article 1467, paragraph 1, of the Italian Civil Code.

4. PAYMENTS

4.1 Payment terms and methods are those indicated and/or referred to in the order accepted by BLUE BIRD INDUSTRIES. Any subsequent request for deferred payment must be agreed with BLUE BIRD INDUSTRIES.

Payments made by means of securities, bills of exchange, cheques, assignments or other means do not give rise to a novation of the original contractual relationships and are accepted by BLUE BIRD INDUSTRIES subject to collection. Collection, discount, registration and similar charges for securities or bills shall be borne by the Customer.

Payments must be made at the registered office of BLUE BIRD INDUSTRIES in Zanè (Vicenza), Via Due Camini no. 19, ITALY, or to persons previously authorised by it.

Electrical products and products equipped with batteries and/or accumulators are subject to an environmental contribution (eco-fee).

4.2 In the event of late payment, BLUE BIRD INDUSTRIES shall charge default interest at the rate provided for by Article 5 of Legislative Decree no. 231/2002, as amended, from the due date of the invoices until actual payment.

Where the amount due is paid in instalments, failure to pay even a single instalment shall result in the loss of the benefit of the payment term and in the right of BLUE BIRD INDUSTRIES to demand immediate payment of the full price.

Failure to pay or late payment, even partial, of the price entitles BLUE BIRD INDUSTRIES to suspend performance of the contract until full payment of the sums due or until adequate guarantees are provided, or to terminate the contract with all the consequences provided for by law; this also applies where the contract provides for delivery of the products in instalments or for payment of a deposit before delivery.

In any case, BLUE BIRD INDUSTRIES shall also be entitled to suspend performance of the contract or to terminate it if the Customer's financial and/or economic situation is such as to jeopardise payment, or when the Customer has failed to make punctual and correct payment for products already delivered by BLUE BIRD INDUSTRIES, including under previous supplies.

In such cases, BLUE BIRD INDUSTRIES reserves the right to change, at its discretion, the payment methods and terms indicated in the order.

In any case, in the above cases BLUE BIRD INDUSTRIES shall be entitled to retain the amounts received. The right of BLUE BIRD INDUSTRIES to take legal action for compensation for any further damage suffered is expressly reserved.

4.3 Under no circumstances shall any faults and/or defects in the products, even if expressly acknowledged by BLUE BIRD INDUSTRIES, or any delays with respect to the agreed delivery dates, or the Customer's failure to collect or late collection of the products, entitle the Customer to suspend the related payments and/or any other payment due to BLUE BIRD INDUSTRIES under the contract or other contractual relationships ("solve et repete" clause).

5. ENFORCEMENT PROCEEDINGS

Should any enforcement proceedings, however named, brought at the request of third parties affect products that have been delivered and not yet paid to BLUE BIRD INDUSTRIES, which may jeopardise payment by the Customer, the Customer must notify BLUE BIRD INDUSTRIES immediately by registered letter or by certified e-mail (PEC).

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6. WARRANTY, COMPLAINTS AND RETURNS

6.1 BLUE BIRD INDUSTRIES guarantees the correct operation of its products from the time of purchase for a period of 12 (twelve) months, provided that this is evidenced by a suitable tax document showing the details of the product purchased.

Machines are supplied with an operating and maintenance manual.

If the Customer's complaints regarding the presence of faults and/or defects in the products prove to be well-founded and are accepted by BLUE BIRD INDUSTRIES within the warranty period, BLUE BIRD INDUSTRIES shall, free of charge, repair the products, also by replacing the defective mechanical and/or electrical components, or, at its discretion, replace the faulty and/or defective products for non-conformities originating in the production process.

Replaced products remain the property of BLUE BIRD INDUSTRIES.

The repair of the products and/or the replacement of their components during the warranty period does not extend the expiry date of the warranty, nor is any compensation granted for the period during which the product is out of use; the same applies to any tuning and maintenance work on the products that may be required during the warranty period, as well as to product update and/or improvement work.

It is understood that the warranty obligation assumed herein is limited to the faults and/or defects in the products expressly acknowledged and accepted by BLUE BIRD INDUSTRIES, excluding any other prejudice, damage or expense of any kind incurred by the Customer. In this regard, complaints concerning products repaired by third parties not authorised by BLUE BIRD INDUSTRIES will not be considered, nor may BLUE BIRD INDUSTRIES be held liable for any expense incurred by the Customer for such repairs by unauthorised third parties.

Any complaints or disputes concerning a single product do not exempt the Customer from the obligation to collect the remaining quantity of products purchased within the delivery terms agreed in the contract.

6.2 On pain of forfeiture of the warranty, the Customer must notify the faults and/or defects found, in writing, directly to BLUE BIRD INDUSTRIES or to the authorised service centre or dealer, no later than 8 (eight) days from the date of delivery of the products or, in the case of hidden defects, no later than 8 (eight) days from their discovery. The burden of proving the date of discovery shall lie with the Customer.

Upon delivery of the products, the Customer is required to report any anomalies or crushing of the packaging, or any missing packages, by accepting the delivery with reservation.

Unless otherwise agreed in writing between the parties, all other expenses ancillary to replacement work shall be borne by and at the risk of the Customer.

6.3 The warranty is excluded if the faults and/or defects reported by the Customer were caused by the following:

(i) product not installed in accordance with the instruction manual supplied by BLUE BIRD INDUSTRIES; in particular, without limitation of the foregoing, BLUE BIRD INDUSTRIES accepts no liability in the event of failure to comply with the assembly and electrical connection instructions or with the electrical regulations or other specific regulations in force at the time of installation, or if BLUE BIRD INDUSTRIES accessories and mechanical components have been installed, used or connected without respecting the diagrams and types of connection for which they were designed;

(ii) use of the product not in accordance with its intended use or its limits of use, as indicated by the manufacturer in the technical documentation accompanying the product;

(iii) use of non-original BLUE BIRD INDUSTRIES components for the installation of the engine, or of devices, spare parts or accessories not supplied by BLUE BIRD INDUSTRIES;

(iv) tampering or improper repairs carried out by unauthorised personnel and/or personnel lacking the necessary professional qualifications;

(v) improper or careless use, or the use of unsuitable lubricants or fuels;

(vi) lack of routine maintenance as indicated by the manufacturer in the technical documentation accompanying the product;

(vii) external agents such as: electrical discharges, tampering, even accidental, impacts and falls, even accidental, exposure to humidity or steam, use in extreme environmental or thermal conditions, floods or other natural disasters;

(viii) intentional removal or deletion of the serial number;

(ix) storage and/or keeping of the products in places and/or in ways unsuitable for their perfect preservation;

(x) any other cause not directly attributable to BLUE BIRD INDUSTRIES.

All components subject to normal wear and tear through correct use are also excluded from the warranty, such as, by way of example only, cutting discs, mower sections, circular saws, blades, rotary tillers, saw chains, chainsaw bars, spark plugs and the like.

6.4 BLUE BIRD INDUSTRIES will accept the return of faulty and/or defective products, delivered under the sole responsibility of the Customer to the premises of BLUE BIRD INDUSTRIES in Zanè (Vicenza, Italy), Via Due Camini no. 19, only if previously authorised in writing by BLUE BIRD INDUSTRIES and with the return methods agreed; otherwise the products will be refused. The return of products must be agreed in advance.

7. LIMITATION OF LIABILITY

7.1 BLUE BIRD INDUSTRIES shall not be liable to the Customer or to third parties for any damage, direct or indirect, to persons, property or animals caused by the use of the product for purposes not appropriate to its nature and/or capacity, and/or beyond its load capacity, or in the event of forced interruption of its use, or as a result of failure to comply with all the instructions given in the instruction manual, with particular regard to the warnings on installation, use and safety.

7.2 Without prejudice to Article 12, the Customer's attention is drawn to all the other obligations imposed on it by the applicable law. BLUE BIRD INDUSTRIES shall not be liable for any damage, direct or indirect, to persons, property or animals caused by incorrect and/or insufficient information provided to the end user regarding the technical characteristics, the instruction manual, the installation, use and maintenance and the safety requirements of the products resold.

8. TRADEMARK AND INTELLECTUAL PROPERTY

8.1 The range of products marketed bears the registered trademark BLUE BIRD INDUSTRIES®. BLUE BIRD INDUSTRIES expressly prohibits the Customer from using, exploiting or advertising the trademark affixed to its products for purposes unrelated to this contract, unless expressly authorised in writing by BLUE BIRD INDUSTRIES. For this reason, BLUE BIRD INDUSTRIES reserves the right to prohibit the use of its trademark in the event of breach of this prohibition and/or in the event of non-payment of the price by the Customer, and in any case where it considers the Customer's use to be unlawful, both offline and online.

8.2 All technical and operational information, and any other information relating to BLUE BIRD INDUSTRIES products, is the property of BLUE BIRD INDUSTRIES and must be used solely for the purpose of performing this contract. For this reason, BLUE BIRD INDUSTRIES prohibits its disclosure to third parties not involved in the contractual relationship.

8.3 The Customer must immediately notify BLUE BIRD INDUSTRIES of any counterfeiting, imitation, illegal or incorrect use of the trademark and trade names of which it becomes aware.

9. RESALE

9.1 While respecting the Customer's freedom of contract, BLUE BIRD INDUSTRIES recommends that the Customer adhere to the price list recommended by BLUE BIRD INDUSTRIES and to its promotions.

9.2 Owing to the technical and operational characteristics of its products and to the regulations on their installation, maintenance and safety, BLUE BIRD INDUSTRIES draws the Customer's attention to the advisability of ensuring that the equipment is used only by operators trained in the specific activity, who have read and fully understood the safety requirements set out in the user manual and who correctly wear the appropriate personal

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protective equipment. The risk reduction methods relating to the use of the machine and the type of information on safe operating practices are specified in the user manual, which authorised dealers must provide to purchasers. Authorised dealers are prohibited from handling or altering the products in order to modify their original safety features and protective devices. Otherwise, BLUE BIRD INDUSTRIES shall not be held liable for any claim or action by third parties.

10. SUPPLEMENTARY ORDERS

Any supplementary orders shall be governed by these General Terms and Conditions of Sale. Delivery of the products relating to the supplementary order shall take place in accordance with the delivery terms agreed with the Customer.

If the Customer requests extraordinary or urgent handling of orders and/or deliveries, or the processing of several orders or supplementary orders within 5 (five) working days from receipt of the first, and such requests involve additional activities and higher handling costs, BLUE BIRD INDUSTRIES reserves the right to charge the related additional costs, after communicating their amount and subject to the Customer's written acceptance.

11. JURISDICTION AND APPLICABLE LAW

11.1 The Court of Vicenza (Italy) shall have exclusive jurisdiction over any dispute concerning the interpretation, performance and/or termination of the contract.

BLUE BIRD INDUSTRIES nevertheless reserves the right to take legal action, including for interim or provisional measures, before the court of the Customer's domicile in accordance with Article 63 of Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, as amended.

11.2 The Contract is governed by Italian law, the application to the Contract of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 11 April 1980) being in any case excluded.

12. TECHNICAL REGULATIONS – QUALITY SYSTEM

12.1 The Customer is aware that the range of goods supplied by BLUE BIRD INDUSTRIES consists of mechanical and electronic products and their accessories, whose manufacture, marketing, installation and maintenance are subject to specific regulations; therefore, their distribution and installation require the intervention of qualified and specialised professionals, who guarantee the end user complete information on the technical and operational characteristics of the products, their correct installation and their safe use in accordance with the user manual.

12.2 In view of Article 12.1 above, the Customer must be qualified in the sale or installation of products and, as such, must:

a) have previous experience of at least one (1) year in the sale and/or installation of products similar to BLUE BIRD INDUSTRIES products;

b) provide the end user with an advisory service to guide their choice in purchasing the product best suited to the intended use, in order to reduce the risk of improper use;

c) be able to provide the end user with the most accurate and complete information on the products – including the regulations applicable to their installation – in response to the questions asked by the end user.

13. PROCESSING OF PERSONAL DATA

BLUE BIRD INDUSTRIES, as Data Controller, informs the Customer, as Data Subject pursuant to Article 13 of Regulation (EU) 2016/679, that its personal data will be processed on the basis of the contract entered into by the parties, for its performance and for related purposes. The data will be communicated and transmitted to the natural/legal persons necessary for the performance of the contract and will not be disseminated. The Data

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Subject may submit requests to exercise their rights under Chapter III of Regulation (EU) 2016/679 by writing to privacy@bluebirdind.com. The full notice on the Processing of Personal Data carried out by the Controller is available on the website "www.bluebirdind.com".

14. FINAL PROVISIONS

14.1 Authentic text. This contract is drawn up in Italian, which shall be the only authentic text. In the event of translation into other languages, such texts shall be considered mere working documents.

14.2 Waivers. The fact that BLUE BIRD INDUSTRIES does not, at any time, enforce the rights granted to it by one or more clauses of the contract shall not be construed as a general waiver of such rights, nor shall it prevent BLUE BIRD INDUSTRIES from subsequently demanding their punctual and strict observance.

14.3 Severability. The nullity or ineffectiveness of any clause of these General Terms and Conditions of Sale, for whatever reason, shall not invalidate the contract as a whole or any of the other contractual provisions not directly linked to and/or dependent on the clause deemed null and/or ineffective.

14.4 Force majeure. Neither Party shall be liable to the other for failure or delay in the performance of its obligations under the contract, when such failure or delay has been caused by a force majeure event; it being understood, however, that the party whose performance is prevented or delayed by such force majeure event shall promptly notify the other. "Force majeure" means events such as strikes, industrial unrest, lockouts, fire, power cuts, shortage or lack of raw materials, delays in deliveries by suppliers, acts of government or of other public bodies or authorities, pandemics, earthquakes, floods or other natural events, embargoes, war or revolution, exceptional events or any other cause beyond the reasonable control of the Parties.

Acceptance. The Customer declares that it has carefully read the above General Terms and Conditions of Sale and expressly approves them in their entirety, without any exception.

(Place and Date) _____ The Customer

_____
(signature and stamp)

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Onerous clauses. In particular, pursuant to Articles 1341 and 1342 of the Italian Civil Code, the Customer declares that it has carefully read and expressly approves each of the following onerous clauses: Art. 1.1 (after 8 days from the date of the order, the order may no longer be amended and becomes an irrevocable purchase offer); Art. 2.1 (limitation of liability of BLUE BIRD INDUSTRIES in the event of delay in the delivery of the products due to the carrier); Art. 2.2 (limitation of the Customer's right to raise objections); Art. 2.3 (limitation of liability of BLUE BIRD INDUSTRIES in the event of delay in the delivery of the products due to unforeseeable circumstances or force majeure – limitation of the Customer's right to raise objections); Art. 2.4 (failure by the Customer to collect the products); Art. 3.2 (right of BLUE BIRD INDUSTRIES to change prices); Art. 3.3 (supervening excessive onerousness); Art. 4.2 (right of BLUE BIRD INDUSTRIES to suspend performance of the contract or to terminate it – right to change the payment methods and terms indicated in the Order Confirmation); Art. 4.3 ("solve et repete" clause); Art. 5 (express termination clause and forfeiture agreement); Art. 6.1 (limitation of warranty); Art. 6.2 (forfeiture of rights by the Customer); Art. 6.3 (limitation of liability of BLUE BIRD INDUSTRIES); Art. 6.4 (returns); Art. 7.1 (limitation of liability of BLUE BIRD INDUSTRIES); Art. 7.2 (limitation of liability of BLUE BIRD INDUSTRIES); Art. 8.1 (prohibition on use of the trademark); Art. 9.2 (limitation of liability of BLUE BIRD INDUSTRIES); Art. 10 (supplementary orders); Art. 11.1 (exclusive jurisdiction and right of BLUE BIRD INDUSTRIES to take legal action before the court of the Customer's domicile); Art. 12.1 (technical regulations); Art. 12.2 (quality system); Art. 14.4 (force majeure).

(Place and Date) _____ The Customer

_____
(signature and stamp)