

For the kind attention of:  
SDF Dealers

Treviglio, 10 December 2019

**Circular Letter. Internal auction for the SDF sales network.**

Dear Dealer,

We are pleased to inform you about the chance to purchase SDF products at favourable conditions for a limited period of time.

General information on the initiative:

- The online auction will start on Thursday 12<sup>th</sup> December 2019 at 8 am CET and will end on Friday 13<sup>th</sup> December 2019 starting from 3:30 pm CET;
- The offer is exclusively for SDF group Dealers;
- The auction includes products for European and Non-European markets: please pay attention to the current regulations governing registration and the emission of pollutants;
- All products are available from stock with production date before week 28-2019;
- Some machines, highlighted on the site, could be sold as seen and approved;
- Please read carefully the Terms and Conditions that follow this communication;

Take advantage of this chance to buy tractors under favourable conditions!

Sincerely,

Massimo Cornaggia

Group Sales Administration & Development

Sales Administration & Commercial Planning



## **I. EXCLUSIVE VALIDITY**

These general sales conditions shall be exclusively applicable together with the importer's or dealer's current distribution agreement with the scope of defining conditions for the participation in the auction held on the website WWW.WEBAUCTION.SDFGROUP.COM. This shall apply to the legal relationships between the importer/sales partner (Customer) on one side and SAME DEUTZ-FAHR Italia SpA or its subsidiaries (each one of them hereinafter individually known as "the Company") on the other side. For the participation in this auction other general sales conditions different from those issued by the Company shall not be applicable even if they are not explicitly rejected by the same.

## **II. REQUIREMENTS FOR PARTICIPATION**

- 1) Only registered bidders are allowed to participate in the auction. Only importers or sales partners of SAME DEUTZ-FAHR Italia SpA or of one of its subsidiaries with a valid importer or dealer contract shall be entitled to participate.
- 2) Registration must be completed on the WWW.WEBAUCTION.SDFGROUP.COM site. The information requested during the registration process must be accurately provided and must be constantly updated. The Company reserves the right to check that the information is correct. The Customer agrees to this by opening an account.
- 3) During the registration process the Customer must enter a user name and a password. These user name and password are used for the unique identification of the Customer. The Customer undertakes to keep username and password secret and he/she'll be responsible in case they get abused by third parties, unless the Customer can prove he/she was not responsible for such abuse.
- 4) The Company reserves the right to exclude the Customer from participation in the auction at any time and permanently without being compelled to give any reason.
- 5) Furthermore the Company reserves the right to stop or restrict the auction and the opportunity to participate in it in full or in part even without prior notice. Claims due to exclusion or due to the stopping or restriction of the service relating to the auction will not be allowed.

## **III. AUCTION CONDITIONS**

- 1) At the auction each Company shall sell stock or demo tractors (collectively defined as "Products" and individually defined as "Product") produced before the week 28 of 2019. The contract partner of the Customer shall always be the Company with which the Customer has signed an importer or dealer contract (defined as "Company concerned"). The purchase price entered by the Customer on the auction platform shall be in Euro, net, excluding freight or transport costs and excluding the relevant duties or additional taxes.
- 2) The Customer shall only be permitted to make bids on the brands of those Products for which it has been assigned sales rights in the dealer or importer contract. Violation of this rule shall result in exclusion from the auction. The Customer shall re-sell products within the area defined by their dealer's or importer's contracts.
- 3) For organisational reasons, each Product shall constitute a lot (Lot) and it shall be inserted in a group (MACRO-Lot) which will represent a fraction of the total number of Products offered in the auction, it being understood that the Customer shall have the discretion of making an offer also for a single Lot within each MACRO-Lot. The details of the Product for sale, in particular details of the previous history of the Product, such as the number of hours of service, the Product configuration or the place where it is located, shall be provided from the market of origin and they may not be accurate. These details shall therefore be initial information for the Customer. Photographs shall have demo purposes and may differ from the actual Product for sale; Product price shall relate to the configuration showed in technical specification of the Lot.
- 4) To purchase the goods, the Customer must log on to the auction on the website specified above using its user name and password. The Customer shall receive via e-mail the invitation to the auction and general sales conditions; these general sales conditions shall also be visible on the web platform.
- 5) The purchase price for each Lot is defined as follows: the Customer shall have the opportunity to submit one or more bids for each Lot starting from 08:00 a.m. CET of December 12th, 2019 until the end of the auction (for the first Lot this shall take place starting from 15:30 CET of December 13th, 2019). The closure of bidding period of each Lot shall take place, starting from the planned deadline, 5 minutes after receiving the last bid from a Customer.

The Customer shall receive a message if another bidder has exceeded his/her maximum bid. If the Customer is the highest bidder at the deadline of bidding period of the Lot, he/she shall get the Product and shall receive an order confirmation from the "Company concerned" within 48 hours. The Customer shall get the Product at a price corresponding to the immediately lowest bid plus one additional bid increment. A minimum bid increment shall be showed for each Lot and it may be different for every Lot.

6) If a minimum price of a Lot is not reached, the bid period shall end without a winner. There shall be no upper limit on the purchasing price of every Lot.

7) By entering a bid and clicking on "Bid" the Customer shall indicate that he/she wishes to conclude an immediate purchasing contract with the "Company concerned" for the Lot for which it was presented a bid for the maximum entered price plus VAT, if applicable. At the end of the bid period of each Lot, the contract will be signed with the Customer who entered the highest bid.

## **IV. PAYMENT OF THE PURCHASING PRICE**

- 1) The Customer undertakes to pay 20% of the purchase price to the "Company concerned" within 48 hours upon receipt of the order confirmation and to sign the required documents.
- 2) After the payment has been received by the Company concerned, this shall raise an invoice for the purchasing price of the Product auctioned, plus VAT if applicable. The invoice shall be paid within 30 days from the invoice date, net of down payment that has already been paid.
- 3) If the "Company concerned" does not receive the full payment within 30 days from the invoice date, or if the Customer will not fulfil the obligation as stated in point III 2) of this document, the contract shall be considered automatically terminated. In this case the "Company concerned" shall be entitled to retain the down payment which has been paid.
- 4) In the event of the contract being terminated it shall be sufficient if the cancellation is sent in writing to the email address(es) entered by the Customer during its registration.
- 5) If the Customer does not pay the 20% after receiving the order confirmation, the "Company concerned" shall be entitled to terminate the purchase contract. In this case the "Company concerned" shall be due a lump sum contract penalty for the amount of 10% of the purchase price, without prejudice to indemnity for any further damages that it might have suffered.
- 6) The place of fulfilment for the Customer's payment obligation shall be the registered office of the "Company concerned". The place of fulfilment for the obligations of the "Company concerned" shall be the location of the purchased goods.

## **V. COLLECTION / DELIVERY**

The goods shall be collected / delivered on the basis of the agreements stated in the importer or dealer contract between the Customer and the "Company concerned". Any transport costs thus incurred shall be paid by the Customer.

## **VI. WARRANTY**

- 1) The warranty conditions set out in the importer or dealer contract between the Customer and the "Company concerned" shall apply to the Products.
- 2) The Products shall be sold in the actual condition and legal status as it is. In some cases, highlighted on the auction website, the Products shall be sold without warranty, as seen and approved.

## **VII. LIMITATION OF LIABILITY**

The limitations of liability set out in the importer or dealer contract between the Customer and the "Company concerned" shall apply.

## **VIII. GENERAL DATA PROTECTION ("GDPR")**

The Customer is informed, as per art. 13 of the EU Regulation 679/2016 relevant to the General data Protection ("GDPR"), as well as in compliance with the provisions set out in D. Lgs. 196/2003 and subsequent amendments and additions, that the personal data provided will be processed with the only purpose of allowing the correct registration and participation in the auction, as well as for administration and accounting reasons linked with the possible Product assignment. The personal data processing is strictly functional to the execution of the contractual relationship with the Customer (possible sale contract of the assigned Product), as well as to meet the legal obligations for goods sale. The personal data will be processed through electronic and/or automated means, they will not be disclosed to any third party without the prior authorization by the controller for the execution of specific activities necessary to the stated purposes. Some of the personal data (name/birth, company name, address, phone number) will be disseminated by publishing them on the auction web portal. The collected personal data will be stored in a complete way for the whole duration of the auction. After that period they will be stored for ten years in order to meet the legal obligations, among which the obligations

under art. 2220 of the civil code, or to assert or defend the Company's rights in all possible seats and in particular before the Court. The Customer is likewise informed about the possibility to exercise his own rights under article 15 and following articles from the Regulation (access, rectification, erasure, limitation, opposition, portability) by writing to SAME DEUTZ-FAHR Italia SpA – Viale Francesco Cassani, 15 - 24047 Treviglio (BG) - Italy. If the Customer deems that the controller has processed his personal data in breach of GDPR, the Customer has the power – under articles. 77 and 79 from GDPR – to file a complaint at the Data Protection Supervisor or to take legal action.

#### **IX. RESERVATION OF TITLE**

The "Company concerned" retains title to the Product until the complete purchase price payment has been received.

#### **X. APPLICABLE LAW, PLACE OF JURISDICTION**

The place of jurisdiction and applicable law shall be based on the registered office of the "Company concerned". Furthermore, the provisions set out in the importer or dealer contract between the Customer and the "Company concerned" shall apply.

#### **XI. SEVERABILITY**

If any provisions in this contract or the references contained therein should be or become invalid, this shall not affect the validity of the other provisions. The parties undertake to replace the invalid agreements with provisions which come as close as possible to the objective of the invalid provisions. The same shall apply in the event of contract loopholes which are also not covered by the importer or dealer contract.