

## GENERAL CONDITIONS OF SALE OF PRODUCTS

The products contained in the virtual catalogue on the web page [www.fanshop.steyr-traktoren.com](http://www.fanshop.steyr-traktoren.com) (hereinafter "Products") are offered for sale by:

### **Jakala SPA**

(hereinafter "JK")

registered office in Corso di Porta Romana 15, 20122 Milano, Italy

Tax Code and VAT Registration number IT08462130967

Register of Companies no. 803871

JK is authorized by CNH Industrial Italia S.p.A. Purchasing (hereinafter called "CNH Industrial") which has ownership interest and license to use the STEYR Trademark, operate an e-commerce system designed exclusively for the sale of items related to the Trademark. For the purposes of the sales of the aforementioned items JK has no power of representation of the CNH Industrial Group.

### **1. APPLICATION OF GENERAL CONDITIONS OF SALE**

These Terms and Conditions of Sale (hereinafter the "Terms") apply to all contracts of sale concluded by the procedure activated on the Site, provided that the customer is a consumer, i.e. a person who purchases Products for purposes unrelated to professional activities (hereinafter the "Customer"), excluding, therefore, the "Dealers", "CNH Internal Departments/Shop" and "Importers". The terms and conditions of purchase of Products are governed by these Terms and Conditions, which are accepted by the customer and are an integral and essential part of any proposal and purchase order of Products (hereinafter together referred to as the "Agreement").

These Terms and Conditions are prepared in conformity with, among other things, the provisions of Legislative Decree 206/2005 (hereinafter the "Consumer Code"). The application of any other contractual terms is excluded, even if not expressly repudiated by JK. Before making the purchase, it is recommended that the customer carefully read these Terms and Conditions and is allowed to store, reproduce, copy and/or print them.

For any additional information, the customer should contact K at the following e-mail address [steyr@jakala.com](mailto:steyr@jakala.com)

### **2. DESCRIPTION AND CHARACTERISTICS OF THE SERVICE FOR THE SALE OF PRODUCTS**

The service for the sale of Products active on the Site includes the registration, access to selections, the choice of Products, the on-line transmission of the purchase agreement and any acceptance of on-line purchase orders, in compliance with Art. 50 to 61 of the Consumer Code.

#### **2.1. Registration**

To activate the service, the contractor must be registered following the registration procedure, accepting the above Terms and Conditions governing the contract for the supply of Products, as well as giving his/her consent to the processing of personal data. The customer is required to protect the password with the utmost diligence, committing not to allow the use of the service by third parties not expressly authorized by him/her, assuming all responsibility for their online behavior. In case of forgetting, theft or loss of password, the customer is required to activate the procedure for obtaining a new password on the Site.

#### **2.2. Access**

Access to the service is reserved for registered customers and occurs by entering the e-mail and password in the appropriate section.

#### **2.3. Purchase Order and acceptance of the Terms and Conditions**

1. The customer may purchase only the products displayed on [www.fanshop.steyr-traktoren.com](http://www.fanshop.steyr-traktoren.com) at the time the order is made, as described in the relevant information sheets.
2. Each purchase order at JK must contain clear indications about the Product code, its description, quantity, address, the recipient's name and a valid telephone number, necessary to complete the delivery.

The ordering process used on the Site includes the ability to detect and correct errors in data entry prior to the placing of the purchase order. The purchase order sent by the Customer constitutes a binding contractual offer for the customer in accordance with Art. 1326 of the Civil Code and, therefore, can not be changed or revoked by the Customer without prejudice to art. 8. By placing an order in the manner foreseen, the Customer declares to have read all the information provided during the purchase procedure and to accept the Terms and Conditions and terms of payment transcribed below.

**The contract stipulated between JK and the Customer shall be concluded with the acceptance by JK which shall be formalized by e-mail within one business day following the receipt of the order, except in the case of payment by bank transfer, in which the contract is concluded with the confirmation of payment by JK via e-mail.**

JK will send the customer an order confirmation via email to the address indicated in the registration. JK reserves the right, for any valid reason, to refuse the order. In the case of non-acceptance of the order, JK must send a communication to the customer within the next day.

This confirmation message will include Date and Time of receipt of the order and a "Customer Order Number" to be used in any further communication with JK. The message will include all data entered by the customer, who agrees to verify its correctness and to communicate any corrections, according to the procedure described in this document.

It will also be available to view the pro-forma invoice on the website corresponding to the order which has just been made and confirmed. In case of payment by bank transfer, JK will send the Customer the confirmation of payment via e-mail to the address indicated in the registration. If after ten days of the creation of the order the transfer is not made, the order is cancelled.

The customer can also check the status of his/her order by accessing the dedicated web area entitled "My Account".

JK commits to ship the Products not later than four working days from the acceptance date of the order by JK, and to deliver within five additional business days (if no exception occurred) . It is understood that the execution of the order is subject to availability of products. In case of unavailability and/or non-acceptance of the Product, JK will promptly inform the customer to reimburse them for any sums already paid. In this case the customer is not entitled to other damages or compensation.

3. All prices on this site are understood as not including VAT for CNH Industrial Plant/Departments/Shop, Dealers/Importers; whereas they are understood as VAT included for other customers. It is understood that JK is not required to provide any notice to customers in case of change in prices.
4. Minimum order value
  - Dealers, CNH plant/department/Shop, Importers \_ minimum order value € 100,00 excluding VAT
  - Final Customer/employees \_ minimum order € 25,00 including VAT
5. On the site [www.fanshop.steyr-traktoren.com](http://www.fanshop.steyr-traktoren.com) the approximate amount of product available at time of order is displayed. Since the simultaneous access of many customers and the possibility of simultaneous "on line" orders affect product availability, JK does not guarantee the certainty of allocation of merchandise.
6. In the case of orders made by the customer, in quantities greater than those available on the website, which must in any case be made with commitment to purchase, JK reserves the right to refuse the order and to communicate the best methods and timing of delivery.
7. For certain products, subject to price promotions, JK reserves the right to accept orders by reducing their quantities, upon notice and acceptance by the Customer, failing which the order shall be deemed cancelled.

8. The Customer, once the online purchase process is completed, shall print or save an electronic copy, as well as keeping his/her own copy, of these terms and conditions, subject to the provisions of Legislative Decree 206/2005 concerning distance contracts .
9. The Customer is not entitled to any damages or compensation, nor any contractual or tort liability for direct or indirect damage to persons and/or property, caused by the non-acceptance, even partial, of an order.

#### **2.4. Storage mode of the sales contract**

The Terms and Conditions will be archived on the Site, in the appropriate section (General Terms of Sale) and the Customer will be able to access it at any time by following the procedure for display on the Site

### **3. CHARACTERISTICS OF PRODUCTS**

The Products are shown on the website [www.fanshop.steyr-traktoren.com](http://www.fanshop.steyr-traktoren.com) such that they correspond, insofar as possible, with the characteristics possessed, it being understood that JK does not guarantee an exact match to the reality of the images and colours as they appear on the monitor of the Customer; they are not binding and are subject to change at any time, as it is understood that the picture accompanying the description of a product can not be perfectly representative of its characteristics, and may differ in colour, size, and accessories present in the picture. The technical information included on the site and other characteristics such as size, compatibility or colour faithfully reproduce those of the manufacturers of goods.

JK therefore reserves the right to change the technical information of Products to match those provided by the manufacturer, without needing to provide any notice, provided that, in the case that the customer was misled by the above information, he/she may exercise the right of withdrawal set forth in Art. 8.

The Products will be sold by JK complete with warranty provided by the Suppliers of the Products themselves.

The products shown on the site can be purchased until stocks are exhausted, it being understood that JK reserves the right, at any time, to not make available certain products and/or to modify their characteristics. JK also reserves the right to update, at any time and without notice, the website [www.fanshop.steyr-traktoren.com](http://www.fanshop.steyr-traktoren.com) , eliminating certain products and/or adding new ones.

All Customers have the right to request, from JK, the minimum quantities indicated for each product in the catalogue, further customization of the Products themselves, according to the guidelines listed on the site, which JK commits to perform with an increase of the Final Price of the Price List, from time to time given to the customer in advance.

### **4. PRICES OF PRODUCTS**

The price of Products is that resulting from the Price List published on the Site the day of the transmission of the order by the Customer and before the order is transmitted.

The Final Price includes standard packaging, marking/labelling, thus excluding any customization required by the Customer, postage costs and the costs of any special packaging, which will be charged to the Customer.

For the EU countries, the Principality of Monaco and the Isle of Man, the Final Price will include VAT, the rate of which is determined in relation to the type of Product.

The prices of Products posted on the Site are always shown not including:

- a) delivery costs (i.e. shipping charges), which depend on the weight and place of delivery;
  - b) cost of any customization of Products (where permitted);
  - c) costs of any packaging and/or special packaging (if allowed).
- All these

costs (delivery, personalization and special packing/packaging materials), not included in the prices of Products posted on the Site, shall be separately listed in the order summary and confirmed in the e-mail of acceptance by JK as in Art. 2.3.

In addition, for deliveries to be made in Other States, the Channel Islands and the Canary Islands, the prices of products posted on the website [www.fanshop.steyr-traktoren.com](http://www.fanshop.steyr-traktoren.com) are always not including: a) any sales fees and/or taxes b) any customs fees and/or taxes c) any other tax and/or charge applicable to the delivery of Products ordered. The Customer will be responsible for paying all taxes and customs duties applicable in the country of delivery of the Products ordered. Any and all charges or costs relating to the clearance through customs of the Products delivered will remain the sole responsibility of the recipient of the delivery. For any information on the amount of taxes and customs fees and customs clearance in Other States and the Channel Islands and the Canary Islands, it is recommended that the Customer contacts the Customs office of jurisdiction ([www.agenziadogane.it/index.html](http://www.agenziadogane.it/index.html)). Notwithstanding the foregoing, JK reserves the right to modify the Price List and any discounts published on the Site at any time.

## **5. METHOD OF PAYMENT**

The payment of the price of the Products order:

- CNH Industrial plant/department/shop and dealers could choose to pay with credit card or monthly invoices,
- other customers must paid in advance of and can be made by credit card (Mastercard or Visa) or bank transfer.

### **5.1 Payment by credit card and Paypal**

In case of purchase of the goods and payment by credit card or Paypal, together with the conclusion of the online transaction, the reference bank authorizes and debits only the amount of the purchase on the credit card of the Customer at the time of the actual sending of the ordered goods. Payment must be made online, in full, at the time of transmission of the purchase order. As a result, the Customer will be required to provide the details of the transaction in the purchase order and the charge request for the corresponding amount will be transmitted only once the order is completed. The transaction data sent during the transmission of the purchase order are not accessible to JK, nor to CNH Industrial Group, nor to third parties and are received on secure SETEFI servers (protected against unauthorized access), which they process payments on behalf of JK. When JK receives confirmation of payment, we will proceed with the preparation, confirmation and execution of the purchase order.

In case of refusal by JK, the same will ask for the cancellation of the transaction and at the same time the release of the amount in question.

The timing of release for some types of cards depend exclusively on the banking system and can reach their natural expiry date (24 days from the authorization date). Once requested the cancellation of the transaction, JK shall in no case be held responsible for any direct or indirect damage caused by the delay in the failure to release the amount committed by the banking system. JK reserves the right to request further information from the Customer (for example, landline number) or to send copies of documents proving the ownership of the card used. In the absence of the required documentation, JK reserves the right not to accept the order.

## **6. SECURITY OF TRANSACTIONS**

The on-line transactions by credit card are made directly on site at the bank, through a Secure Server adopting the SSL security system (Secure Socket Layer). This protocol, Verisign certificate, allows you to communicate in a method designed to prevent the interception, alteration or falsification of information. JK is not aware of the credit card data used by its Customers.

At no time during the purchase process is JK able to know Customer credit card information, as this data is typed

directly on the site of the bank handling the transaction (with very high security systems); since there is no transmission of data, there is no possibility for this data to be intercepted. No JK data computer file contains or maintains such data. In no event can JK be held responsible for any fraudulent or illegal use of credit cards by a third party, at the time of payment of goods purchased on [www.fanshop.steyr-traktoren.com](http://www.fanshop.steyr-traktoren.com) .

#### **7. DELIVERY**

Pursuant to Art. 54 of the Consumer Code, the Products that are available in the JK warehouse will normally be delivered: (a) in Italy and in the EU States other than Italy, by the 10th working day following receipt of the order by JK and no later than the period specified by law from the receipt of payment by JK. Delivery will be made according to availability and practice of the courier, by means of specialist carrier, with special packaging/packing prepared by JK, to the address given by the Customer. The delivery times indicated by JK refer to the products present at its own warehouses and must be understood as not binding for JK, which can then confirm or change them, depending on its own needs. These could vary due to force majeure clauses or because of traffic and road conditions in general or by act of the Authority.

Products will be delivered, properly packed and/or packed by the shipper chosen by JK, to the address specified by the Customer at the time of transmission of the purchase order. Upon receipt of the Products, the recipient shall immediately check that the Products correspond, also in number, to the Products ordered, provided that in case of discrepancy between the Products delivered with respect to the Products ordered, the customer can exercise the right of withdrawal referred to in Art. 8. In case of delivery of Products not complying with the order placed by Customers, the latter shall have the right to cancel the order and receive a replacement product, without additional transportation costs, after an assessment of the items that are deemed non-compliant by JK.

The costs of shipping the non-conforming Product will be charged to the Customer.

The shipping charges indicated on the invoice will be calculated based on the weight of the goods (in accordance with the weight/volume ratio), the place of delivery of the products, and to the shipping type (standard / express) following the below tables, with insurance included.

The shipping costs indicated on the invoice are calculated based on the weight of the goods (according to the weight / volume ratio), the delivery location of the products and the shipping method (standard / express).

For STANDARD or EXPRESS shipping costs, please click here:

<https://fanshop.steyr-traktoren.com/content/files/ShippingRates.pdf>

JK does not ship with Mail Boxes, and at locations that provide domiciliation services. For every order placed on the site, JK issues a delivery note for the material sent, valid also for the guarantee. For the issue of the delivery note, the data provided by the Customer at the time of the order shall be proof of the date. Following the shipping will follow the dispatch of the invoice to the e-mail address entered when registering on the site [www.fanshop.steyr-traktoren.com](http://www.fanshop.steyr-traktoren.com) . Shipping costs are charged to the Customer and are shown explicitly at the time of order placement.

The payment for goods by the Customer will be done using the method chosen when ordering. The delivery of ordered goods is understood as to the place of residence but not to the apartment floor. Upon delivery of the goods by the courier, the Customer is required to check: 1- that the number of packages delivered is the same as indicated on the waybill; 2 – that the packaging is not damaged or wet or otherwise altered.

JK commits to replacing, free of charge and at their own expense, products damaged in transit, provided that in case of damaged packages, it will be the responsibility of the Customer to sign the corresponding delivery note, subject to

enforce any liability of the courier and reintegrate immediately the amount that may be missing or damaged during transport, with a bill showing the following reason: free assignment in guarantee carriage paid (for transport of extremely fragile items JK will be obligated to warn Customers before delivery and invite them to sign the delivery note with reservation). Consequently, any external damage or the mismatch in the number of packages must be immediately reported to the courier who makes the delivery, rejecting the goods and stating the reason or withdrawing it and adding the message "subject to control" on the appropriate accompanying document; all claims must then be reported immediately to the e-mail address [steyr@jakala.com](mailto:steyr@jakala.com). Command must be accompanied by photographs that certify the actual state of the damage of the product.

Once the courier slip is signed without objection about the condition of the packaging, the customer can not make any objection later. While the packaging is intact, the goods must be verified within eight days of receipt. Any damage or malfunction must be notified promptly by email to the above references. Any notification beyond these terms will not be taken into account. For each statement, the Customer assumes full responsibility for what is stated.

In processing purchase orders of Customers, JK is committed to comply with the terms of Article 8 of the Agreement, which are to be considered as essential.

## **7.2. Pick in Store**

The order placed online can also be collected at the headquarters JK at the following address: Via Ferdinando Santi 1/2 Nichelino (TO) Italy. The customer can choose this option when he must enter the delivery address, selecting the "pick in store" option. The preparation time of the order is 3 working days while the maximum withdrawal time is 2 weeks, since the customer has received confirmation via e-mail that the goods are ready. The times for picking up the goods are: 9.00-12.00 / 14.00-16.00. It is necessary that the customer communicate in advance to the customer service the date on which the goods will be collected by writing an email to [steyr@jakala.com](mailto:steyr@jakala.com). For orders in which the "pick in store" option has been selected, no transport costs will be charged.

## **8. RIGHT OF WITHDRAWAL**

Pursuant to Art. 64 and ff. of Legislative Decree no. 206/2005, if the Customer is a consumer (i.e. a person who buys goods for purposes not related to his/her profession), s/he has the right to terminate the purchase contract for any reason, without penalty and without prejudice to that set forth below:

1. To exercise this right, the Customer must send an email to [steyr@jakala.com](mailto:steyr@jakala.com) as it is necessary to specify the bank details necessary to return the money paid.

If the bank details are not included in the email, it will not be possible to complete the process.

The system will send a paper form to the customer by mail, which must be printed and sent by registered letter with acknowledgment of receipt within 10 working days from the date of receipt of goods, to: JK Via F. Santi, 1/2 - 10042 Nichelino (TO). Upon receiving the letter, JK will send the right of withdrawal form to the Customer via email, provided with an authorization number which must be attached to the outside of the envelope in which the product will be physically located, and delivered to JK within 10 working days of the authorization. In the withdrawal notice, the customer must always indicate the purchase order number and the identification code of the Products.

The customer must return, at their own risk and expense, to JK, at the above address, the purchased items intact and complete (including the original packaging), within 10 working days.

For the sole purpose of the end of that period, the Products are considered as returned at the time they were delivered to the carrier or the post office.

2. In the event that the returned products are found to be damaged in transit during the delivery to JK, JK will inform the Customer about the damage during transport by the second business day after receipt of the Products, to enable the

customer to in turn inform the shipper and to argue their case against them and, at the same time, the Customer will return the Products damaged during transport, at the risk and expense of said Customer.

3. JK will refund the Customer the full amount paid, as quickly as possible and within 30 days from the date of receipt of the withdrawal notice, subject to receipt of the goods covered by the withdrawal, by following the transfer of the amount charged to the credit card or by bank transfer. In the latter case, the Customer shall promptly provide the bank data at which the refund is to be obtained (Code ABI - CAB – Current Account of the holder of the invoice).
4. The right of withdrawal is subject to the following binding conditions:
  1. the right shall apply to products purchased in their entirety; it is not possible to exercise the withdrawal on only part of the purchased product (e.g. accessories, software, attachments, etc.);
  2. Also, if the Product is composed of several Products (kit or set of Products), the withdrawal shall apply in relation to the entire kit or set of products and cannot be exercised in relation only to some Product components of the kit or set of Products. Custom products are excluded, as well as the products delivered overseas.
  3. The purchased goods must be returned intact and in the original packaging, complete in all its parts (including packaging and any documentation and accessories: manuals, parts, cables, etc.); to limit damage to the original packaging, it is necessary, when possible, to put it in another box, on which to affix the RMA number (return authorization code) issued by JK; the attachment of labels or tape directly onto the original packaging of the product should be avoided in all cases;
  4. the goods subject to exercise of the right of withdrawal must be returned in normal condition, as it has been kept and used with the use of reasonable diligence: used products that show signs of damage or dirt will not be accepted and therefore can no longer be considered intact;
  5. if the goods are damaged during transport, JK will notify the Customer by the second business day following receipt of the products, to enable them to file a timely complaint against the carrier of their choice and be reimbursed the value of the good (if insured); in this case, the product will be made available to the customer for its return, simultaneously cancelling the request for withdrawal;
  6. JK is not responsible in any way for damage or theft/loss of goods returned by uninsured shipments;
  7. the withdrawal shall not apply in relation to audio-visual products or sealed software, if the customer has opened the seal.

In all such cases, the withdrawal will not have been lawfully and validly exercised by the customer and, therefore, JK will return the product to the customer, at the customer's risk and expense.

The costs and risks of transport for the return of the good are, therefore, borne by the customer.

The shipment, up to the certificate of receipt in the JK warehouse, is entirely borne by the customer.

The return of products that are damaged, deteriorated, in a dirty state due to its use, which has compromised the integrity or lack of accessories and original equipment, shall not be accepted by JK and shall be returned to sender with the debiting of transport costs.

In the event of forfeiture of the right of withdrawal, JK will return the purchased goods to the sender and charge them for the shipping costs.

## **9. WARRANTY**

### **9.1. Legal warranty**

Under Articles 128 to 135 of the Consumer Code, JK guarantees that the Products purchased online are free from defects and conform to what is stated in section 3. The Warranty on the Products is provided by the manufacturer in accordance with the applicable rules. Any defects or non-conformity of Products must be reported promptly by the Customer and within the terms of the law to the e-mail address: [steyr@jakala.com](mailto:steyr@jakala.com).

Failing this the Products shall be deemed accepted upon delivery. The above warranty provided by JK shall be void if: - the Product defect results from negligence or improper use or accidental event; - the failure of the Product results from normal wear and tear, oxidation or weathering; - the Customer, at the conclusion of the contract of sale, was aware of the defect in the Product or could not have ignored it with ordinary diligence; - the Product has been dismantled, tampered with, and/or repaired.

## **9.2. Factory Warranty**

In addition to the legal warranty referred to in Art. 9.1., certain Products may be assisted by a commercial warranty of the manufacturer (factory warranty), which may be included in the packaging of the Product, for the duration and terms and conditions written on its warranty certificate.

## **10. LIABILITY FOR PRODUCT**

In its capacity as vender, JK is responsible for damages caused by Products in accordance with Articles 114 to 127 of the Consumer Code, provided that, in its capacity as seller, JK may be released from liability by indicating the name of the manufacturer.

## **11. AFTER SALES SERVICE**

If the Customer finds irregularities with respect to his/her order (delivery of wrong items, defective products, lack of products, etc.), is not satisfied with the service provided or would like information on Products, s/he can contact Customer Service at the following e-mail: [steyr@jakala.com](mailto:steyr@jakala.com)

For this purpose it is necessary that the Customer always provides the order number and the identification code of the Products.

## **12. PRIVACY**

Pursuant to Art. 13 of Legislative Decree No. 193 of 2003 (Code for the Protection of Personal Data), JK informs that the processing of data provided by the Customer during the registration at this Web Site is geared towards the provision of services offered on the site itself, the sale of Products and the activation of an information service. In the event of missing data, the activities indicated will not be successful. JK commits to acquiring the personal data in accordance with regulations in force regarding the protection of personal data and confers it for processing, always in accordance with regulations in force, to the CNH Industrial Group which, while respecting the regulations on the protection of personal data, will make it available to JK, which acquires responsibility for carrying out the aforementioned activities. The data controller is CNH Industrial Italia S.p.A. in the person delegated by the Board of Directors. Responsible for processing is JK, in the person of the legal representative at JAKALA SPA - Corso di Porta Romana 15 Milano, Italy. In relation to the processing of personal data, the Customer may at any time directly exercise their rights under Art. 7 of Legislative Decree No. 193 of 2003 (hereinafter the "Code for the Protection of Personal Data"), which is recalled here in full.

## **13. RIGHT OF ACCESS TO PERSONAL DATA AND OTHER RIGHTS**

The customer shall have the right to obtain confirmation as to whether or not personal data concerning him/her exist, regardless of their being already recorded, and communication of such data in intelligible form.

The customer shall have the right to be informed:

- a) of the source of the personal data;
- b) of the purposes and methods of the processing;



- c) of the logic applied to the processing, if the latter is carried out with the help of electronic means;
- d) of the identification data concerning data controller, data processors and the representative designated as per Article 5, paragraph 2 of the Personal data protection code;
- e) of the entities or categories of entity to whom or which the personal data may be communicated and who or which may become familiar with said data in their capacity as designated representative(s) in the State's territory, data processor(s) or person(s) in charge of the processing.

The customer shall have the right to obtain:

- a) updating, rectification or, where interested therein, integration of the data; b) erasure, anonymization or blocking of data that have been processed unlawfully, including data whose retention is unnecessary for the purposes for which they have been collected or subsequently processed; c) certification to the effect that the operations as per letters a) and b) have been notified, as also related to their contents, to the entities to whom or which the data were communicated or disseminated, unless this requirement proves impossible or involves a manifestly disproportionate effort compared with the right that is to be protected. The customer shall have the right to object, in whole or in part:
  - a) on legitimate grounds, to the processing of personal data concerning him/her, even though they are relevant to the purpose of the collection; b) to the processing of personal data concerning him/her, where it is carried out for the purpose of sending advertising materials or direct selling or else for the performance of market or commercial communication surveys.

The Customer has the right at all times to withdraw consent to the processing of personal data with a written communication to be sent to the registered office of JK. The Customer, who claims to have received the information pursuant to Art. 13 and his/her rights, pursuant to art. 7 of Legislative Decree no. 196/2003, has the right to access their data in the manner specified therein.

#### **14. GENERAL PROVISIONS**

**14.1.** Any tolerances, even repeated, of violations or failures shall not constitute a precedent or undermine the validity of the disregarded clauses or other provisions of these Terms and Conditions.

**14.2.** If any provision of these Terms and Conditions is or becomes void or invalid at a later date, it is hereby determined that it will be interpreted in the sense in which it can retain some validity, although reduced with respect to the initial object, and in any case in the sense that it can have some effect. In any case, the nullity or invalidity of any provision of these Terms and Conditions shall not render invalid the Terms and Conditions in their other provisions and in their entirety.

#### **15. APPLICABLE LAW AND JURISDICTION**

##### **15.1. Applicable Law**

These Terms and Conditions and the contracts of sale concluded by the procedure activated on the Site are governed by Italian law, without prejudice to any inalienable rights of the Customer guaranteed by the overriding legislation of his/her country of residence.

The application of the Vienna Convention of 1980 on international sales is expressly excluded.

##### **15.2. Court of Jurisdiction**

For any dispute concerning these Terms and/or contracts of sale concluded by the procedure activated on the Site, the following shall have exclusive jurisdiction:

- if the Customer has residence or domicile in the territory of the Italian State, the Court of the place of residence or

domicile of the Customer, subject to the right of the Customer to sue JK before the Court of Milan.

- if the Customer has residence or domicile in the territory of a European Union Member State (other than Italy), the Court of residence or domicile of the Customer, subject to the right of the Customer to sue JK before the Court of Milan.

- if the Customer has residence or domicile in the territory of Another State, the Court of Milan, without prejudice to the application of any mandatory regulations established for the benefit of the Customer in terms of competent jurisdiction.

#### **15. CONDITIONS**

The conditions contained in this document may be modified by JK without notice and will be valid from the date of publication on the website [www.fanshop.steyr-traktoren.com](http://www.fanshop.steyr-traktoren.com) .