

GENERAL TERMS AND CONDITIONS

ART. 1 - SCOPE OF CONTRACT AND WARNINGS

1.1 By the contract herewith **Nacanco Spa**, based in Montichiari (BS) via Glenn Curtiss n. 13, Tax Code and VAT 03589310170 (hereinafter "the Lessor") agrees to allow the Lessee, who accepts, the utility - be it with Operator provided by the Lessor (Operated rental) and without Operator (Non-operated rental) - of Aerial Platform, Crane Trucks, Vans and Trucks, Cranes, Scaffolding (also wheeled mobile tower/Access Platforms), Prefabricated Construction Building, Electricity Generators, Equipment & Various Machinery directly related to the corporate purpose of the Lessor and all Lifting Means in general, including those that can be operated with driving license, as well as any related accessories - hereinafter referred to as "Goods" - as described in the Order Form for a specified time and within the limits and conditions set out below.

1.2 This contract shall be considered validly concluded and enforceable between the parties even if its conclusion has been perfected at a distance, by fax or electronic mail.

1.3 The contract is concluded with the written approval of the Lessor, or with the delivery of the Goods pursuant to art. 1327 Civil Code.

1.4 The Order Form signed by the Lessee constitutes Irrevocable Lease Offer which, once accepted by the Lessor, becomes an integral part of this contract. The Lessor will grant lease to the Lessee, in accordance with these terms and conditions, the Goods further described in the Order Forms which will also specify the services requested, the characteristics of the lease and the related economic conditions. In the event of any inconsistency between these terms and conditions and the Order Form, the covenants contained in the latter shall prevail, limited to the lease of the Goods covered by the same.

1.5 With respect to Goods covered by the contract, the Lessee shall not claim any ownership rights or any real right. In this regard, the Lessee, in cases of repossession, seizure, confiscation, impounding and/or any action and/or proceeding concerning the leased Goods in any respect, shall represent to the Authority (civil, criminal, administrative) and/or to the third party proceeding that the Goods are not the property of the Lessee, but rather that the same holds them solely and exclusively in respect of the lease. In this case, the Lessee shall promptly inform the Lessor by fax or e-mail or by other suitable means to certify receipt, and take action to resolve the issue. In any case all expenses, legal or otherwise, and the cost of any substitute Goods granted shall be borne by the Lessee, unless the above facts are attributable exclusively to the Lessor.

ART. 2 - DEFINITION AND USE OF THE LEASED GOODS

2.1 The Goods involved in the lease are accurately described and identified by a number assigned by the Lessor, the latter indicated in the transport document.

2.2 The Lessee may not remove or modify the chassis numbers, property plates or writing and/or decals on the Goods. Any changes made, even culpable, shall involve the obligation for the Lessee to pay to the Lessor the corresponding damage which shall be quantified by the unquestionable judgement of the Lessor with waiver by the Lessee to any exception.

2.3 As of now the Lessee certifies that the Goods leased correspond to the safety requirements of Legislative Decree no. 81/2008, and any subsequent amendments as well as the regulations in force, renouncing any claim against the Lessor for any violations and/or deficiencies.

2.4 The use of the Goods leased by the Lessor to the Lessee with Operator, also called "Operated rental" is inclusive of accessory activity of one or more persons of the Lessor involved in the operation and functioning of the Goods themselves according to their specific use intended by the Lessee. In that exclusive case, the Lessor is liable to the Lessee and Third parties for damage to property and/or injury to people caused by the operation and functioning of the Goods with Operator, limited to the case where the same has had the direct technical management and control of the activity carried out with them; therefore the Lessor

is not liable for damages caused to the Lessee and/or Third Parties, following instructions or directives provided by the Lessee or by those in charge of the same to the Operator for the use of the Goods. The Lessee expressly agrees to take appropriate security measures to ensure and safeguard the work of the Lessor and/or its Operators, for which the Lessee will consequently be held liable for any damage suffered by the Lessor and/or its Operators due to deficiencies in this regard and to those responsible.

ART. 3 - SHIPPING AND DELIVERY

3.1 The Lessee shall, together with the delivery of leased Goods whether they are delivered to the place indicated by the Lessee or collected directly from one of the locations or branches of the Lessor, certify that the Goods were delivered in good condition and maintenance, operating, cleaned, greased and fitted, if necessary, to prevent freezing and/or full of fuel, and accompanied by documentation and certifications necessary for use and maintenance and the instruction manual for use and maintenance.

3.2 Any anomalies found in the Goods upon delivery shall be subject to specific identification signed by both the Lessee and the Lessor. In the absence of said joint document the Goods shall be considered perfectly efficient, compliant with the use indicated, in good working condition and fitted with the necessary accessories, including all the provisions of the safety and/or road and/or other applicable regulations.

3.3 The delivery terms of the Goods are subject to change as a result of unexpected events, monitoring requirements and development or for other reasons. The Lessor is henceforth exempt by the Lessee from any responsibility and/or obligation in respect of any delay in delivery, the Lessee renouncing as of now any claim for damages in regard.

3.4 In the event that the leased Goods are appropriate and/or for the intended use and/or on-road as registered and with plates, as for example and not limited to Telescopic Forklifts, Cranes, Trucks and Vans (with or without dropside), the Lessee is obliged to deliver to the Lessor a copy of Driver's license of the user or users, with appropriate category depending on as required for driving the leased Goods on the road. Suspended or expired Licenses or related to users under the age of twenty one (21) cannot be accepted with the consequent right for the Lessor to refuse delivery of the Goods; for this purpose it is expressly forbidden for the Lessee to grant use of the Goods to its staff under the age of 21 (twenty one).

3.5 In accordance with the provisions of paragraph 1.5, in cases of repossession, seizure, confiscation, impounding and/or any action and/or proceeding concerning the leased Goods that in any respect concern the impossibility of use of the leased Goods resulting from causes attributable to the Lessee, the latter is required - except in any case, the obligation to pay compensation in favour of the Lessor for additional damages - to pay the rental fee for the entire period of detention of such leased Goods.

ART. 4 – OPERATING INSTRUCTIONS

4.1 The Lessee is obliged to entrust the use of the Goods exclusively to its own employees, who have appropriate training. In connection with the use the Lessee agrees to:

- a) use the Goods with the utmost diligence and to ensure maintenance;
- b) follow detailed instructions and information contained in the documentation provided by the Lessor and to use all necessary safety devices, for which the Lessee shall issue a full receipt for acceptance;
- c) not use the goods for purposes other than those agreed and/or for any purposes other than those for which the Goods are designed and to not make any changes;
- d) not apply to the Goods any accessories that are not expressly authorized by the Lessor;
- e) observe all the rules laid down in terms of safety as well as the instructions provided by the manufacturer.

4.2 It is forbidden for the Lessee to sublease the Goods, unless expressly authorized by the Lessor. It is also expressly forbidden for the Lessee to grant the use of the leased Goods to third parties (such as may be by way of example and not limited to the so-called "change on site") unless formally authorized by the Lessor, the Lessee shall take on any administrative, criminal and civil liability for any damage that may be caused to persons and/or things from said third party without such authorization, subject to recognition by the Lessee of any major damage inflicted on the Lessor.

4.3 During the lease the Lessee is obliged to carefully store the original keys of the Goods which in any case must not be left on board of the leased Goods when stopped.

ART. 5 - PLACE OF USE OF GOODS

5.1 The Goods leased will be used only at the place indicated in the Order Form.

5.2 The staff of the Lessor is henceforth authorized to access the site or the places where the Goods are located during the lease, and the Lessee is obliged to provide the Lessor with any relevant authorization retaining responsibility in the absence of any adverse consequence.

5.3 Anyone requiring occupation permit of public land, technical inventories, excess weight, special transport, access and/or transit in restricted traffic zones and/or other permits and authorizations, is the sole responsibility of the Lessee and unless as expressly agreed otherwise.

5.4 Goods that are not registered and that have no registration plates are prohibited on roads. Any use other than as specified above, or in violation of the rules of law and in particular the Highway Code, shall result in an obligation for the Lessee to pay compensation for any consequential damages, including reimbursement of any various documented fines and/or penalties inflicted on the Lessee for fault of the Lessor, with waiver of any exception and/or dispute as to the amount quantified by the Lessor.

ART. 6 - DURATION OF THE LEASE

6.1 The minimum duration of the lease is indicated in the Order Form. The possible early return of the Goods however shall oblige the Lessee to pay the full rental fee for the entire period specified in the Order Form.

6.2 It starts from the day in which the leased Goods are delivered to the place indicated by the Lessee or collected directly by the latter at one of the locations or branches of the Lessor.

6.3 The leased Goods may be used only during the normal working hours of the Lessee and that is eight (8) hours per day and/or 40 (forty) hours per week and/or 168 (one hundred and sixty-eight) hours per month, calculated assuming an average of 21 (twenty) working days per month x 8 (eight) hours per day.

6.4 Any use - understood as the sole lease of the Goods or regardless of the actual use by the Lessee of the leased assets themselves - outside of the time allotted in the previous Section 6.3 as well as any use and/or lease on days before holidays (such as Saturday) and/or holidays (such as Sunday) and/or public holidays that fall during the week (with specific exclusion of Saturday and Sunday as previously planned), however measured and/or determined, can imply - at the simple and absolute discretion of the Lessor - a proportional economic/time additional amount of the rental fee, which shall be duly and unquestionably charged by the Lessor to the Lessee including all related accessory charges, and the Lessee may not oppose claims whatsoever.

ART. 7 - DELIVERY AND RETURN TRANSPORT

7.1 The cost of transport of the Goods, both outward and return shall be borne by the Lessee and charged jointly and cumulatively at the time of delivery of the Goods

7.2 Responsibility for damage to the Goods or third parties during transport, including loading or unloading of the Goods, shall be borne by the party responsible for the damage also in the case where transport is provided by third parties.

ART. 8 - INSTALLATION (ASSEMBLY AND DISASSEMBLY)

8.1 The installation includes any electrical connections and/or grounding assembly/disassembly (electrical outlet in crate for work purposes of the Lessee) is organized by the Lessor where required, at the expense of the Lessee.

ART. 9 - MAINTENANCE AND REPAIR

9.1 The costs for lubrication, if required, including materials, shall be borne by the Lessee that shall personally arrange it as well as those for routine maintenance of the Good during the lease period, as specified below.

9.2 In the event of failure or accident under the lease, repair of the Goods will be carried out by the Lessor and/or third-party personnel expressly authorized by the Lessor and the related costs and charges will be borne by the Lessee, unless the fault for the failure or accident is due entirely to the Lessor which, in that case, will cover all related fees and costs. To facilitate the repair the

The Lessee shall agree immediately provide the leased goods to staff and/or third party appointed by the Lessor.

9.3 The Lessee is also obliged to carry out with ordinary diligence, routine maintenance and in particular:

- a) daily cleaning and control of filters;
- b) complete washing at set periods;
- c) routine checks before daily use and at the end of the working day;
- d) daily check and top up of the engine oil level and water level (if necessary antifreeze in cooling systems) as well as full tank of fuel;
- e) weekly check of the pressure and of the general state of the tires;
- f) replacement of tires due to improper use of the machinery;
- g) weekly checks of water level of the batteries;
- h) proper charging of the battery.

9.4 In the event that the Goods were to be damaged for non-compliance with any of the points referred to in point 9.3, the Lessee tacitly and unconditionally accepts the amount charged by the Lessor for the repair of the Goods, renouncing as of immediately any exception and/or dispute concerning the amount charged by the Lessor.

9.5 Unscheduled maintenance will be borne by the Lessor,

9.6 In relation to the above points, the Lessee agrees to accept from now on requests for immobilization of the Good renouncing any demand and/or claim against the Lessor for the possible detention of the Goods. The Lessee - in the case the Lessor ascertains that the maintenance and repair of the Goods are due to fault and/or negligence of the Lessee - shall still be obliged to pay the rental fee for any period of technical downtime with exclusion of any right of withdrawal.

9.7 In any case, it is the obligation of the Lessee to provide a formal written report of any failure of the Goods within 24 (twenty four) hours of their occurrence and to adopt, however, the emergency measures necessary to prevent greater harm.

ART. 10 - LIABILITY AND DAMAGE COVERAGE

10.1 The Lessee is responsible for administrative, criminal and civil liability for any damage that may be caused to persons and/or property as a result of the use and maintenance of the leased Goods, with express and formal waiver and indemnity in favour of the Lessor from any responsibility and that from the time of delivery of the Goods or direct collection by the Lessee from one of the offices or subsidiaries of the Lessor until the return of the same, the latter understood as a moment in which the Lessor - or a representative authorized by the same - shall collect the said Goods physically and takes them in formal custody. The Lessee expressly acknowledges that, for the entire duration of the lease, they shall personally and exclusively be responsible for custody of the Goods leased; therefore the Lessee shall be responsible for any liability for any breach of the rules on accident prevention, safety, Legislative Decree 81/2008 and subsequent modifications, traffic regulations and anything else required by regulations. The Lessee undertakes, furthermore, to deliver to the Lessor, prior to the start of the lease, in accordance with the provisions of art. 72 of Legislative Decree. 81/2008, and any subsequent changes, the list of staff who will use the goods and the declaration that the staff is properly trained to safely perform their duties. In any case, the Lessee agrees to indemnify the Lessor from any harmful consequence.

The Lessee is obliged to ensure, with appropriate insurance cover issued by a primary insurance company for the damage caused to the third party liability RCT/O deriving from them due to the use of the leased Goods, formally communicating without delay - and in any case within twenty four (24) hours from the fact - to the Lessor any accidents concerning the Goods, taking responsibility, in case of delay or omission, of all the related administrative, civil and criminal consequences. The Lessee agrees to provide to the Lessor, upon simple and explicit request, a copy of said Insurance Policy RCT/O. Since the Goods are property or in the availability of the Lessor, the Lessee will be responsible, on the occasion of any inspection visits by

various entities, for communicating to them that the Goods are owned by or available to the Lessor, however that all responsibilities under this article, are and shall remain without exception borne by the Lessee.

The Lessee, in any case, waives as of now all claims and/or demands against the Lessor arising and/or relating to:

- a) latent defects of the Goods or their accessories, that the defects cannot be ascertained with reasonable diligence one behalf of the manufacturer;

- b) construction defects for which the application of specific rules on liability for defective products is recalled;
- c) damages resulting from the unsuitability of the Goods to the fulfilment of the required service, when such unsuitability is due to omitted and/or inaccurate information provided by the Lessor to the Lessee, as it may be, by way of illustration and without limitation to, the incorrect information of working height or loads to be handled, incorrect indication of access and places where the Goods are to be operated;
- d) damages arising from materials provided by the Lessee, such as cables, ropes, slings and anything else not mentioned;
- e) damage caused by the unsuitability of the Goods and/or related accessories to the completion of the service required by the Lessee when such unsuitability is due to omitted and/or inaccurate information provided by the Lessee, as it may be, by way of illustration and without limitation to, the incorrect information of loads to be handled or anchoring points as well as incorrect indication of access and places where the Goods are to be operated;
- f) damages resulting from failure by the Lessee, to observe the regulations regarding safety in the workplace and/or other regulations in force.

10.2 The Lessee shall, without prejudice to their rights to third parties, take all risks for any total or partial loss of the leased Goods or their damage - including theft and/or robbery - or their damage, although occasionally, during the lease, transport or delivery, loading and unloading, removal, return, whatever the cause, and the technical downtime, renouncing toward the Lessor any action or exception, and shall be obliged to pay to the Lessor all consequential damages and renounce as of now, and in any case, any exception and/or dispute about the amount of the related charge. As of now the Lessee shall acknowledge that the binding value of the Goods is as reported in the Order Form.

However, as in paragraph 10.2 it may be waived by the deadline specified below - with the express exception in relation to the specific Goods indicated as "Scaffolding (also wheeled mobile tower/Access platforms)", for which in the case of total or partial loss or damage and/or anything else above, the Lessee shall be obligated to pay to the Lessor all damages resulting with no exceptions - if one of the following regimes has been agreed between the parties, and that is after payment of the related fee:

"STANDARD" PACKAGE

Upon signing of this package, the Lessor shall waive its claim as specified in section 10.2 except for a percentage of 10% (ten percent) of the amount of any damages which shall remain the sole responsibility of the Lessee, with the application of a minimum deductible of Euro 3,000.00 (three thousand/00) for each damage. With the application of this treatment, in the case of theft and/or robbery sustained by the Lessee, the Lessor - upon presentation by the Lessee of a copy of a specific claim report - shall waive any compensation except for a percentage equal to 20% (twenty percent) of the value of the leased Goods - as indicated on the Order Form - which shall remain the sole responsibility of the Lessee, with the application of a minimum deductible of Euro 3,000.00 (three thousand/00) for each event. The Lessee shall remain obliged to pay to the Lessor the full value of the leased Goods in the event that the Lessee fails to return to the Lessor the originals of the keys of the said Goods leased.

"SPECIAL" PACKAGE

Upon signing of this package, the Lessor shall waive its claim as specified in section 10.2. This exclusion does not apply for consequential damages in indelible and/or permanent traces of paint found on Goods, as well as for the technical stoppage of Goods resulting from the damage caused to the Goods by the Lessee. In the case of forklifts, this exclusion shall not apply also for the damage caused to the traction battery as well as for all damage caused to electrical, electronic, mechanical, and/or structural components of the aforementioned goods caused as a result of non-charging, incorrect filling and/or external filling of corrosive liquids. With the application of this treatment, in the case of theft and/or robbery sustained by the Lessee, the Lessor - upon presentation by the Lessee of a copy of a specific claim report - shall waive any compensation except for a percentage equal to 20% (twenty percent) of the value of the leased Goods - as indicated on the Order Form - which shall remain the sole responsibility of the Lessee, with the application of a minimum deductible of Euro 3,000.00 (three thousand/00) for each event. The Lessee shall remain obliged to pay to the Lessor the full value of the leased Goods in the event that the Lessee fails to return to the Lessor the originals of the keys of the said Goods leased.

"SUPER SPECIAL" PACKAGE

Upon signing of this package, the Lessor shall waive its claim as specified in section 10.2. This exclusion does not apply for consequential damages in indelible and/or permanent traces of paint found on Goods, as well as for the technical stoppage of Goods resulting from the damage caused to the Goods by the Lessee. In the case of forklifts, this exclusion shall not apply also for the damage caused to

the traction battery as well as for all damage caused to electrical, electronic, mechanical, and/or structural components of the aforementioned goods caused as a result of non-charging, incorrect filling and/or external filling of corrosive liquids. With the application of this contractual regime, in the case of theft and/or robbery sustained by the Lessee, the Lessor - upon presentation by the Lessee of a copy of a specific claim report - shall refrain in the case where the leased Goods are not telescopic forklifts and/or forklifts, any claim for compensation. In the event that the Goods leased are telescopic forklifts and/or forklifts, the Lessee shall bear a percentage of 10% (ten percent) of the value of the leased Goods - as indicated on the Order Form - with application of a minimum deductible of Euro 3,000.00 (three thousand/00) for each event. The Lessee shall remain obliged to pay to the Lessor the full value of the leased Goods in the event that the Lessee fails to return to the Lessor the originals of the keys of the said Goods leased.

"STANDARD" PACKAGE CRANE TRUCKS AND VANS (WITH OR WITHOUT DROPSIDE)

In the case of leasing trucks and vans (with or without dropside), subject to the signing of this package, the Lessor shall waive its claim as specified in section 10.2 - with specific exclusion of damage to the glass of the Goods - except for a percentage of 10% (ten percent) of the amount of any damages which shall remain the sole responsibility of the Lessee, with the application of a minimum deductible of Euro 3,000.00 (three thousand/00) for each damage. This waiver does not apply for consequential damages in indelible and/or permanent traces of paint found on Goods, as well as for the technical stoppage of Goods resulting from the damage caused to the Goods by the Lessee. With the application of this contractual regime, in the case of theft and/or robbery sustained by the Lessee, the Lessor - upon presentation by the Lessee of a copy of a specific claim report - shall waive any compensation except for a percentage equal to 20% (twenty percent) of the value of the leased Goods - as indicated on the Order Form - which shall remain the sole responsibility of the Lessee, with the application of a minimum deductible of Euro 3,000.00 (three thousand/00) for each event. The Lessee shall remain obliged to pay to the Lessor the full value of the leased Goods in the event that the Lessee fails to return to the Lessor the originals of the keys of the said Goods leased.

"SPECIAL" PACKAGE CRANE TRUCKS AND VANS (WITH OR WITHOUT DROPSIDE)

In the case of leasing trucks and vans (with or without dropside), subject to the signing of this package, the Lessor shall waive its claim as specified in section 10.2 - with specific exclusion of damage to the glass of the Goods - except for a percentage of 10% (ten percent) of the amount of any damages which shall remain the sole responsibility of the Lessee, with the application of a minimum deductible of Euro 3,000.00 (three thousand/00) for each damage. This waiver does not apply for consequential damages in indelible and/or permanent traces of paint found on Goods, as well as for the technical stoppage of Goods resulting from the damage caused to the Goods by the Lessee. With the application of this contractual regime, in the case of theft and/or robbery sustained by the Lessee, the Lessor - upon presentation by the Lessee of a copy of a specific claim report - shall waive any compensation except for a percentage equal to 20% (twenty percent) of the value of the leased Goods - as indicated on the Order Form - which shall remain the sole responsibility of the Lessee, with the application of a minimum deductible of Euro 3,000.00 (three thousand/00) for each event. The Lessee shall remain obliged to pay to the Lessor the full value of the leased Goods in the event that the Lessee fails to return to the Lessor the originals of the keys of the said Goods leased.

In the event that the leased Goods are appropriate and/or for the intended use and/or on-road as registered and with plates, as for example and not limited to Telescopic Forklifts, Cranes, Trucks and Vans (with or without dropside), the Lessor shall represent and the Lessee shall agree that all such Goods are provided with insurance for Vehicle civil liability (RCA policy) to Third parties for the damage caused by road traffic, with a minimum cover per claim not less than the minimum provided by statute and regulations, as well as with the application of a minimum deductible per claim - which remain the sole responsibility of the Lessee - Euro 500.00 (five hundred/00). In the event of a claim under the aforesaid RCA (automobile liability insurance) insurance warranty, the Lessee and/or the driver of the leased Goods is required to scrupulously fill in and sign the Accident Report and/or other documentation required with possible photographic documentation and any additional information deemed appropriate. This documentation must be submitted - within 24 (twenty four) working hours after the date of occurrence of the accident - by the Lessee to the Lessor by fax or e-mail or by other suitable means to certify the receipt; if there is a delay or in case of failure or partial transmission of the documents and information referred to above, the Lessor may charge the Lessee the damage suffered as a result of the above-mentioned non-fulfilments. In the event of litigation with third parties, the Lessee shall cooperate with Lessor and the Insurance Company on the investigation and defence; in turn, the Lessor agrees to give timely notice to the Lessee of the procedural steps which require the collaboration of the Lessee.

In order for the benefits referred to in the "packages" above to be applied, the Lessee is obliged to give formal notice to the Lessor for damages occurred no later than 24 (twenty four) hours of their occurrence; in

the absence of such notice, the Lessee shall be obliged to repay in full such damages to the Lessor with the exception of exemptions provided for in the various "packages".

In any case, however, the following will be the sole and exclusive responsibility of the Lessee:

- a) damage resulting from theft of the leased Goods only in the event that the Lessee is unable to return the original keys of the Goods;
- b) damage caused by wear and tear or that are not a natural consequence of the use or operation or caused by the gradual effects of weathering, caused by rust, corrosion, fouling, limited to the part directly affected, as well as aesthetic in nature that do not compromise the functionality of insured goods;
- c) damage caused by wilful misconduct or gross negligence of the Lessee or persons for which the same is liable according to the law;
- d) damage resulting from loss and/or shortages found in the periodic checks;
- e) damage during transportation, loading and unloading, assembly, disassembly and inspection, unless such operations have been executed by the Lessor and/or third-party personnel authorized, and/or due to maintenance and review performed at the place of installation of the Goods by the latter;
- f) damage occurring during earthquakes, tsunami or volcanic eruption;
- g) damages caused as a result of non-compliance with the requirements for maintenance and operation, as indicated by the Lessor and/or by the manufacturer and/or supplier of the Goods;
- h) damage caused by explosion or emanation of heat or radiation from transmutation of atomic nuclei, as well as from radiation caused by the artificial acceleration of atomic particles;
- i) indirect damages arising from any cause;
- j) damage caused by mechanical and/or electrical failure:
 - I. in pipes or electrical valves of any kind, lamps or other light sources unless they are a direct result of compensable damage to other parts of the Goods;
 - II. in external electrical conductors of the Goods;
 - III. in the refractory material, tools, organs or additional interchangeable or mounted parts for a given process, as well as forms, matrices, needles, molds, grinding wheels, grinding bodies, transmission belts, ropes, cords, belts, pneumatics, tires, etc., unless such damage is a direct consequence of recoverable damages occurring to other parts of the Goods;
 - IV. in the intermediate supports of the image, such as, for example, the drum and the conveyor belts in selenium, unless they are related to damage eligible for compensation also to other parts.

With regard to the damage caused by the wind, the same shall remain the sole responsibility of the Lessee in the event of damage occurring during use of the Goods in the presence of wind with a force greater than 5 (five) according to the Beaufort scale, based on the measurement taken from the local weather service.

10.3 Any repairs required for damage to the Goods, shall be carried out exclusively by the Lessor and/or third-party personnel expressly authorized by the Lessor. To this end, the Lessee undertakes to make the Goods immediately available to the qualified technical personnel sent by the Lessor. From now on the Lessee agrees to pay to the Lessor all damages caused to the leased Goods with a waiver of any exception.

10.4 The conditions referred to in the above "packages" shall apply only in the event that the Goods are used within the territorial world with the express exclusion of USA and Canada.

10.5 The Lessee waives any claim for damages, in respect of any damage, loss and/or otherwise, immediately after failures, downtime and/or damages occurred to Goods leased.

10.6 The Lessee agrees to observe any rules governing the use of the Goods, in particular with regard to the legislation on the prevention of accidents at work and road traffic; in this respect it should be noted that in the event that the leased Goods are appropriate and/or for the intended use and/or on-road as registered and with plates, as for example and not limited to Telescopic Forklifts, Cranes, Trucks and Vans (with or without dropside), the insurance coverage taken out by the Lessor does not guarantee, thus the Lessee shall remain completely and exclusively responsible for all related burdens and responsibilities, reimbursement for any damage suffered by the Goods as a result of accidents due to a fault of the driver. Consequently, in this case the Lessee is obliged to pay to the Lessor, upon simple request, any and all liability and damage suffered by the Lessor and not reimbursed by their insurance due to the specific accident, subject to greater damage.

10.7 The Lessee acknowledges that the leased Goods may be subject to oil leakage and/or other liquids, so the Lessee is obliged to take the measures required in order to prevent any damage to themselves and/or third parties. In any case, the Lessee agrees to indemnify and release the Lessor in relation to any damages occurred to the Lessee and/or third parties arising from the above mentioned oil leakage and/or other fluids from the leased good/machinery, renouncing any claim against the Lessor.

10.8 The Lessee shall release the Lessor from all liability for loss and/or damage to property, which they or others had left, deposited or transported in or on the leased Goods; this also applies during the lease and after the return of the Goods. The Lessee shall also indemnify the Lessor from any liability, pledging to defend and indemnify them for any costs, expenses in case of claims based on such loss or damage.

10.9 In the event of use of the Goods granted by the Lessor to the Lessee with Operator, also called "Operated rental", the Civil Liability of the Lessor for the damage to the Lessee in concession with the execution of the specific contract - except for damage resulting from wilful misconduct or gross negligence by the carrier or its employees or agents - is limited to the maximum amount of Euro 500,000.00 (five hundred thousand/00) that the Lessee hereby expressly acknowledges and agrees as of now.

10.10 The Lessee shall not use the Goods in such a way as to render invalid, ineffective or unenforceable RCA insurance guarantees (relating to Goods leased suitable and/or for intended use and/or on-road) as well as the contractual arrangements referred to in point 10.2 (in this case "packages"). In the event of non-compliance with the foregoing, the Lessee and any driver of the leased Goods shall be jointly and severally solely responsible for any damage caused through express right of recourse exercisable by the Lessor.

ART. 11 - RETURN OF GOODS

11.1 At the end of the lease, the Lessee is required to return the Goods in good condition, taking into account normal wear and tear during the duration of the use, cleaned, greased, with original keys, technical and administrative documents and with the amount of fuel provided at delivery (ex. with a full fuel tank). Total and/or partial failure as expressly mentioned, will result in a charge by the Lessor to the Lessee, in proportion to the lack found with a waiver by the Lessee to any exception.

11.2 The Goods shall be delivered, unless otherwise agreed between the parties, ex-warehouse of the Lessor. In the event that the Lessee collects the Goods directly at one of the offices or subsidiaries owned and/or managed by the Lessor and/or by third parties expressly authorized by the Lessor thereof, the Lessee is granted the right, subject to requested authorization to be sent for approval to the Lessor, to deliver them also to a branch or office other than that of collection, so long as it is owned and/or managed by the Lessor and/or third parties expressly authorized by the Lessor; this optional extra service will be charged to the Lessee as per the terms and conditions provided in detail in the Order Form, which will also specifically indicate the place of collection and delivery.

11.3 The Lessor shall be informed by the Lessee by fax or e-mail, or by other suitable means to certify the receipt, the availability of Goods and as required by contract for the responsibility of collection by the Lessor.

11.4 In the event of use by the Lessee of the Goods in a toxic or carcinogenic environment, the same shall return the Goods to the Lessor subject to recovery and thorough washing of the same until the complete removal of toxic and/or carcinogenic agents, fulfilling all the provisions of the relevant law for which the Lessee shall take on all liability and responsibility. In the absence thereof, the Goods shall not be collected and any fees and charges incurred for this purpose, as well as any expenses will be charged to the Lessee as may be necessary for special and extraordinary cleaning and restoration of the leased assets as may be, by way of example and without limitation to, any indelible and/or permanent traces of paint used by the Lessor and the downtime for repair of damages caused by the Lessee to the Goods. Companies registered in the Register of Environmental Managers - Category 10, must submit, together with the Order Confirmation, copy of the WORK PLAN delivered to the National Health Service, as provided for by Legislative Decree no. 277/1991 and any subsequent amendments.

11.5 The request for withdrawal of the goods from the site of work by the Lessor shall be promptly communicated formally and in writing by the Lessee to the Lessor by fax or e-mail, or by other suitable means to certify the receipt by the Lessor, with at least TWO DAYS

ADVANCE with respect to the end of the lease; as a result the DATE of the LEASE TERM shall be the 2nd (second) day after the date of receipt by the Lessor of such formal written notice, without any exception, unless the Lease termination date mentioned by the Lessee is over the 2nd (second) day; in this case the extended date of the lease term shall be considered.

11.6 In the event that Lessee directly delivers the leased Goods at the end of the lease to one of the offices or subsidiaries owned and/or managed by the Lessor and/or third parties expressly authorized by the Lessor, for the purposes of charging the days of rental the actual date of delivery of the Goods regarded as the date of lease termination shall be considered. For all returns after the scheduled closure of the offices of the Lessor, the Lessee remains responsible until the reopening of the same.

ART. 12 - FEE

12.1 Regardless of the length of use, the fee - made up of the rent and all other amounts due and specifically listed in the Order Form - is fixed with reference to the main unit of time agreed upon from time to time (working or calendar day, week, month or full-year and/or anything else not mentioned).

12.2 The amount of the fee as well as the method of payment are specifically indicated in the Order Form and the terms are to be understood as essential. In the event of late payment, even one day, interests shall be applied as referred to in Legislative Decree 231/2002 and any subsequent amendments.

12.3 The cost of loading, transportation and unloading of goods on the outward and return journeys, as well as any costs of assembly and disassembly, unless otherwise agreed, shall be assessed at a flat rate and/or charged separately to the Lessee according to their actual cost.

12.4 The Lessee will be charged the additional shipping due to the shipment of the Goods to a place other than that mentioned in the contract and/or the Order Form.

12.5 In addition to the fees set out above, the Lessee will pay to the Lessor a further sum by way of fee for the application of the particular contractual arrangements provided for in the "package" agreed, as regulated in art. 10.2 above.

12.6 The Lessee shall also take on the liability to pay a daily rate which shall be determined with reference to the special conditions in the Order Form, as fee for the "SAFETY EXPENSE MANAGEMENT" as regulated in the implementing Decree 11.04.12 of art. 71, paragraph 13 of Legislative Decree no. 81/2008 and any subsequent amendments, in addition to other possible additional competences also specifically indicated in the Order Form.

12.7 In the event that the leased Goods are appropriate and/or for the intended use and/or on-road as registered and with plates, as for example and not limited to Telescopic Forklifts, Cranes, Trucks and Vans (with or without dropside), the Lessor may charge the Lessee an amount for the mileage covered by the Goods during the lease exceeding a threshold; for the determination of this amount and threshold reference is made to the special conditions in the Order Form, while for the calculation of mileage in excess of the predetermined threshold the odometer reading of the supplied Goods will be considered.

12.8 The amount of any fines, penalties and any other charges for violation of traffic regulations and/or other regulations (including the non-payment of tolls and/or parking lots), by the Lessee as a result of the use of the leased Goods that can be obtained from the Lessor even after the expiry of the lease period, will be the sole responsibility of the Lessee, which unquestionably undertakes from now to reimburse the Lessor by written request and duly documented and this in addition to the repayment of a fixed cost determined to the extent of 10% (ten percent) of the amount claimed as a refund to the Lessor, with application of a minimum of Euro 20.00 (twenty/00), considering administrative/bureaucratic timing required by the Lessor for the management of the position. The Lessee shall personally take action against the proceeding Authority if required to disclose personal information as well as the driving license of the driver of the leased Goods at the time of contract violation; if the Lessee fails to provide such information, the Lessor will charge to the Lessee all amounts that were required to pay under these conditions.

12.9 The Lessee shall also pay the Lessor a fixed amount determined on a progressive scale and calculated up to a maximum of 1% (one percent) of the total taxable income of each respective invoice issued by the Lessor to the Lessee up to a maximum value of Euro 20.00 (twenty/00) each invoice, as compensation for the "BILLING/CREDIT MANAGEMENT", for which the Lessee expressly authorizes the Lessor to invoice without any exceptions.

12.10 The Lessee expressly authorizes the Lessor to inform third parties only of the non-payment of the amount due on the agreed dates, regardless of the reasons.

ART. 13 - PAYMENT AND SECURITY DEPOSIT

13.1 In the event of non-payment on the agreed dates of even one instalment of the lease, the Lessee authorizes the Lessor as of now the possibility of removal of the Goods, at any location even if they are located in buildings owned by the Lessee and this without prior notice and with waiver by the Lessee to any exception. In the event that the Goods are at third-party premises, the Lessee, in addition to authorizing the withdrawal, as of now irrevocably undertakes to carry out all the necessary actions needed to ensure that third parties, having the Goods, shall not hinder and/or prevent collection.

13.2 To guarantee the contractual obligations and with the express request of the Lessor, the Lessee shall pay an amount by way of non-interest bearing deposit, even in the form of suitable bank guarantee and/or insurance and/or other respective warranty previously and expressly accepted by the Lessor in the manner and within the time specified by the Lessor in the relevant Order Form and/or also in verbal form. This amount, in the event of non-payment of the amount of damage found upon collection of the Goods, failure to return at the agreed time limit or any other breach by the Lessee of the contractual provisions, the Lessor may collect or enforce payment and the related amount may be withheld in whole or in part of the lease fee - including the charging of any default interest and/or penalties related - or for damages, subject to adjustment to be made during judicial or conventional determination.

13.3 The security deposit, having verified the proper fulfilment of all contractual provisions, including the full payment of the agreed price will be refunded after payment of all amounts due for the lease; the Lessee authorizes the Lessor from now on to deduct from the deposit security, including through enforcement of the surety in the event of issuing, the fee charged to the Lessee contractually agreed but resulting unpaid at the date of expiration, with no exceptions. It is implied that in the event that the deposit is not enough to cover the entire outstanding debt of the Lessee, the Lessee remains solidly and expressly liable to the Lessee for the excess remained unresolved, including any additional charges arising from the outstanding debt. In no event shall the Lessee proceed to any compensation between this deposit and the amount due to the Lessor by way of compensation and/or other amounts due to the same, subject to the express exemption unquestionably granted by the Lessor.

ART. 14 - WITHDRAWAL/TERMINATION CLAUSE

14.1 The Lessor may terminate this contract at any time and without obligation to pay compensation to the Lessee that as of now renounces any claim in such cases.

14.2 In the event of termination, the Lessee, if the Goods have already been delivered, must immediately return them without interposing any impediment. In this regard as expressly stipulated in clause 13.1 shall apply.

14.3 Without prejudice to the right to compensation for damage, the Lessor has the right to terminate the lease at any time and without any prior notice, due to the fault of the Lessee, resulting in loss of the benefit of each term, in the case of breach of contract by the Lessee and/or other related causes considered amenable and serious at the sole discretion of the Lessor, as by way of example and not limited to:

- a) non-compliance, even partial, of the terms and/or terms of payment agreed, as specified in the Order Form;
- b) the use of goods not in accordance with instructions given by the Lessor and/or by the manufacturer and/or supplier;
- c) the failure and insufficient maintenance of the Goods;
- d) the establishment of insolvency proceedings against the Lessee or clear evident breach of their obligations, financial or otherwise, to third parties;
- e) the occurrence of events (including enforcement procedures) that adversely affect, substantially, the financial and economic position of the Lessee;

- f) the use of the Goods provided by contract in the Order Form, or exposed to a danger not known at the time of conclusion of the contract.
- g) failure to comply with as expressly stated in this paper especially concerning the obligation of delivery by the Lessee of the list of staff who will use the Goods and training materials of the same, as in art. 72, paragraph 2, of Legislative Decree no. 81/2008 and any subsequent amendments;
- h) non-payment of the deposit required;
- i) the seizure, impounding or confiscation of the Goods leased, seizures or judicial enforcement of such Goods.

14.4 The Lessee shall not in any case withdraw from this contract in advance and remain in any case obliged to pay the amount due for the entire leasing.

ART. 15 - SOLVE ET REPETE CLAUSE/ PEREMPTORY/LAW AND JURISDICTION/TOLERANCE/INVALIDITY

15.1 The Lessee shall not raise any exception regarding the execution of the contractual performance of the Lessor unless they have previously and completely fulfilled obligations, especially concerning the payment for the provision, expenses and their related charges including any claims for damages.

15.2 The terms and provisions of this Act are peremptory and essential as requested by the parties, and because otherwise the Lessor and the Lessee would not have signed the lease.

15.3 The contractual terms are governed by the Italian law, for any and all disputes related to the lease, the competent Court will be in Brescia, with the exclusion of any other Court.

15.4 Any toleration of the Lessor to the Lessee regarding behaviour in violation of the contractual provisions, shall not constitute a waiver of the Lessor's rights under the provisions violated or the right to require the proper fulfilment of all the terms and conditions agreed in the contract.

15.5 Should one or more provisions of this contract be deemed invalid, this shall not in any way affect the validity of all remaining contractual provisions; those provisions that were deemed invalid shall, in accordance with the spirit and purpose of the contract, be replaced by new valid provisions that reflect as closely as possible, always within the law, the substance and meaning of the original provisions that were deemed invalid.

ART. 16 - PENALTIES AND INTEREST ON ARREARS

16.1 In the event of failure to pay beyond the 15th (fifteenth) day after each single deadline indicated on the invoice as well as furthermore agreed and specified in the Order Form, the Lessor shall be entitled to apply to the Lessee the following penalties and also by way of compensation for the costs of handling the matter of recovery of overdue amounts:

- a) in case the handling of the credit recovery is done in an "ordinary" way by the Lessor WITHOUT the help of the Legal Department or alternatively - at the sole discretion of the Lessor - in the case of failure to pay beyond the 15th (fifteenth) day after each single expiration date stated on the invoice, a penalty of 5% (five percent) will incur of the amount due and not paid under the terms, with provision of a minimum penalty of Euro 100,00 (one hundred/00);
- b) in the case where the management of the credit recovery is done in a "court" WITH the help of any Legal Office or alternatively - at the sole discretion of the Lessor
- In the case of non-payment after the 30th (thirtieth) day after each single expiration date stated on the invoice, a penalty of 10% (ten percent) will incur of the amount due and not paid under the terms, with provision of a minimum fee of Euro 500,00 (five hundred/00);
- c) in the case where the management of the credit recovery is done in a "court" WITH the help of any Legal Office or alternatively - at the sole discretion of the Lessor - in the case of failure to pay beyond the 45th (forty-fifth) day following every single expiration date on the invoice, a penalty equal to 20% (twenty percent) will be charged of the amount due and not paid under the terms, with provision of a minimum penalty of Euro 1,000.00 (thousand/00), together with the reimbursement of Legal expenses.

16.2 In addition to the foregoing, it is expressly recognized to the Lessor, in the event of failure to pay fees after the 15th (fifteenth) day following each expiration date stated on the invoice, the right to apply with retroactive effect from the respective dates originally agreed, default interest to the extent provided for by Legislative Decree no. 231/2002 and subsequent modifications and to demand reimbursement of expenses incurred by the Lessor due to non-regular payment by the Lessee (as by way of example and not limited to bank charges from outstanding securities of any kind by the Lessee without the prior consent of the Lessor) as well as any greater damage and, in the case of judicial recovery, the related legal costs.

16.3 By virtue of the fact that the Lessee, together with the delivery of the leased Goods, whether they are delivered to the place indicated by the Lessee or collected directly at one of the locations or offices of the Lessor, confirms that the Goods have been delivered provided with the documentation and certifications necessary for its use and maintenance and the instruction manual for use and maintenance (as described above in paragraph 3.1), in case of partial loss by the Lessee of such documentation accompanying each respective leased Good, the same shall be obliged to pay to the Lessor an amount equal to Euro 150.00 (one hundred fifty/00) for each lost document, without prejudice to any additional damages suffered by the Lessor in this regard.

ART. 17 - DATA PROCESSING

17.1 Pursuant to art. 13 Legislative Decree 193/2003 and subsequent modifications, the following information is provided:

The personal data transferred in connection with the lease contract will be processed by the Lessor as provided by law.

The data relating to Lessee shall be processed for the following purposes:

- a) conclusion, execution and management, including administrative, fiscal and accounting for the obligations arising from the lease;
- b) any debt recovery - even legal - where appropriate with information to third parties only of the non-payment of the amount due on the agreed dates, regardless of the related reasons.
- c) fulfilment of legal obligations and/or provisions of public bodies, in particular for safety in the workplace;
- d) sending information and/or promotional material by mail and/or telephone marketing.

The provision of data for the first three points is necessary for the performance of the administrative and accounting obligations, thus in case of refusal, the Lessor cannot continue the collaboration. The provision of data for the purposes referred to in point d) above, however, is optional.

17.2 Processing will be carried out by electronic and/or automated means.

17.3 The data can be communicated to parent companies, subsidiaries, affiliates, even indirectly, to the Lessor, to Public Administrations, to banks and credit collection companies, as well as accountants and/or lawyers.

17.4 The data controller is the Lessor in all its aspects and processing shall be managed by the Legal Representative pro-tempore of the same Lessor.

17.5 For the purposes of Legislative Decree no.196/2003 and any subsequent amendments on the protection of persons and other subjects regarding the processing of personal data, the Lessee from now provides its consent to the Lessor to the lawful processing and disclosure of personal data and the requirements imposed by said law, stating that it has received the necessary information pursuant to art. 10 of Law 675/96.

The
Lessor

Nacanco Spa