

Finanzauto,S.A.'s STANDARD TERMS OF CONTRACT FOR SERVICE JOBS

(Version Febrero-2016)

- 1st) **SCOPE.-** The terms and conditions herein shall apply to any service job agreement between Finanzauto, S.A. and the customers.
- 2nd) **PRICING.-** The price to be applied to supplies, parts and labor shall be as stated in the Finanzauto, S.A. price list in effect from time to time at the time of the work.
- 3rd) **QUOTE.-** Every quote for a given service job shall be valid for 30 days after it is notified. In case of an eventual refusal of the proposed quote by the customer, any expense in connection with the quotation process (i.e., troubleshooting, disassembly and assembly labor, etc...) shall be supported by the customer.
- 4th) **PAYMENT TERMS.-** Upon completion of the contracted jobs, the customer shall immediately pay the invoiced amount in full (either in cash, check, bank transfer or credit card), except if expressly agreed otherwise between the parties.
- 5th) **FUND PROVISION.-** Finanzauto, S.A. may, at its discretion, require the customer to previously deposit a fund provision for the amount of the price to be invoiced.
- 6th) **FIELD JOB.-** Whenever the jobs hereunder are to be completed outside Finanzauto S.A.'s facilities, the customer shall:
 - A) Confirm in detailed written notice the service required.
 - B) Make available to Finanzauto S.A.'s technicians, within Finanzauto, S.A. business time, the equipment to be serviced.
 - C) Dispose of every solid or liquid waste (oils, break fluids, etc.) in full compliance with the environmental regulations in effect at the site in which the service jobs were to be performed.If Finanzauto S.A.'s technicians in charge may consider the repair as impossible to be completed at the location selected by the customer and it is eventually decided to move the equipment to Finanzauto, S.A.'s workshop, the towing and transportation costs and transportation's risks shall be assumed by the customer.
- 7th) **REMAN PARTS OR COMPONENTS:** The customer expressly accepts the use in the contracted jobs of genuine reman parts or components supplied by the manufacturer.
- 8th) **MATERIALS/PARTS RETURNS.-** The parts replaced by Finanzauto, S.A. in the course of the jobs hereunder shall be available to the customer for 15 days from the billing date .
- 9th) **WARRANTY.-** The warranty for the parts and attachments shall be of twelve months from the delivery dates, except for used parts that shall be of 60 days and for MaK parts that shall be of six months. The labor shall be covered for three months since the jobs termination date, except if a longer term had been expressly agreed.

Parts and attachments replaced under the original product warranty period are covered for the remainder of the original product warranty period.
- 10th) **DELIVERY.-** The equipment being serviced/repared by Finanzauto, S.A.'s technicians shall be delivered at Finanzauto, S.A.'s facilities except if expressly agreed otherwise.

If the customer may select to have the equipment delivered at any other location of its choice, the customer shall have to pay the transportation costs and bear the transportation risks, and Finanzauto, S.A. shall have undertaken its delivery obligations upon delivery to the appointed carrier, except if expressly agreed otherwise.
- 11th) **STORAGE/DEPOSIT FEE.-** Finanzauto, S.A. shall charge the customer a fee of 15 €/day or 3 €/m² of used surface per day for storage/deposit expenses, once five days had passed from the moment Finanzauto, S.A. notifies the customer that the service jobs have been completed.

The same shall apply if customer's approval/refusal to a given quotation had not been received within three business days from the date the customer had received it.
- 12th) **PERMITS AND LICENCES.-** Whenever Finanzauto, S.A.'s technicians needed special permits or licenses to complete a service job at the site selected by the customer, the customer shall be fully responsible to obtain such permits or licenses as required, at his own expense.
- 13th) **LIABILITY.-** Finanzauto shall under no circumstances be liable for damages of any form to a value in aggregate, in excess of the amount billed for the goods or services, taxes excluded, and shall furthermore not accept liabilities for any claim for any consequential damage or loss of profit.
- 14th) **PREFERENCE.-** In case of any dispute between the provisions herein and any other terms and conditions attached to any document prepared by the customer in connection with the goods and services to be provided hereunder (i.e. terms and conditions at the back of a purchase order), the provisions herein shall prevail, except with prior express agreement and handwritten signature between the parties hereto. Any provision in conflict with this clause shall be void and null.
- 15th) **CONFIDENTIALITY.-** According to article 5 of Law 15/1999 on Personal Data Protection, please be informed that the data supplied by you as well as those generated during our business relationship, will become a part of FINANZAUTO, SA records (file name:"Clientes"), for commercial, financial, operational and statistical data gathering purposes. You hereby grant us express authorization to carry out risk assessments, marketing studies to adjust our commercial offering to your particular profile, as well as to send you commercial communications of all types, even after our business relationship be terminated. Furthermore, you agree that we may keep your records and share them, with the same purposes as detailed above, to companies forming part of the Barloworld International SLU Group, a Spanish incorporated company, or to Barloworld Ltd., a South African incorporated company, and to any of their subsidiaries and affiliates, as well as to Caterpillar Inc., a company incorporated in the United States of America, and its subsidiaries and affiliates. Please note that some of the companies in the Barloworld Ltd. and Caterpillar Inc groups may be headquartered in countries whose legal provisions do not offer such a level of data protection as you may expect from countries in the European Economic Area. At any time you may exercise your access, correction, cancellation and opposition rights in our facilities of Avda. de Madrid 43, 28500, Arganda del Rey (Madrid).
- 16th) **ETHICS.-** The customer acknowledges and agrees that Finanzauto, SA, a Barloworld group company, is bound by high international standards on prevention of money laundering, terrorism and corruption, including the United Nations Global Compact and the UK Bribery Act. For this reason, Finanzauto, SA expects that its customers will comply in full with any and all mandatory rules covering these matters and, in particular, regarding the sanctions in force in the European Union and in the United States of America against certain countries and individuals, to which the client is not allowed to provide goods and services.