

**Finanzauto, S.A. STANDARD TERMS AND CONDITIONS
ON THE SALE OF PARTS AND ATTACHMENTS**

- 1st) **SCOPE.-** The terms and conditions herein shall apply to any parts and attachments sales contract between Finanzauto, S.A. and the customers.
- 2nd) **APPLICABLE PRICES.-** The price of spare parts and attachments shall be as those stated in the Finanzauto, S.A. official price list in effect at the time of delivery of the parts to the customer.
- 3rd) **PAYMENT TERMS.-** The price shall be paid by the customer as cash (limited to the provisions under law), duly authorized nominative bank check for Finanzauto, S.A., or credit card, upon delivery of the contracted materials, except if agreed otherwise between the parties hereunder.
- 4th) **PREPAYMENT.-** Finanzauto, S.A. may, at its discretion, require to the customer to prepay prior to the delivery of the goods, which will be offset on payment of the invoice.
- 5th) **RETURN OF PARTS OR ATTACHMENTS.-** Finanzauto, S.A. reserves the right to accept returns of sold parts or attachments, arising from reasons other than defect or warranty of the concerned part or accessory. In those cases where Finanzauto, S.A. accepts the return of parts or attachments which had previously been acquired, the Delivery Note or Invoice shall be submitted. Returns are subject to inspection, and acceptance of returned items is based on the assumption that they are in the original packaging, having not been used and in saleable condition. As a general rule, no return shall be accepted if 15 days have elapsed since the delivery of material. Returned parts and attachments shall be subject to a price reduction depending on the particular type of part, which is specified on the Delivery Note, as per the table below:

TYPE OF PART OR ACCESORY	REDUCTION PRICE PERCENT FOR RETURNED PARTS		
	UP TO 15 DAYS	16 TO 30 DAYS	31 TO 90 DAYS
1	0	5	15
2	0	15	30
3	0	5	10
4	0	10	15

- 6th) **WARRANTY.-** The warranty period for sold parts and attachments shall be twelve months from the delivery date, except for Used parts which shall be sixty days, and MaK parts that shall be six months.
In case of failure of a particular part the customer shall be supplied a replacement part free of charge. Parts and attachments replaced under the original product warranty period are covered for the remainder of the original product warranty period. If the part to be replaced is not readily available ex Finanzauto, S.A. parts stock, the customer shall be refunded for the price paid upon purchase of the part. The warranty period for the assembly of the supplied parts shall be three months from the jobs termination date. Finanzauto, S.A. liability for failures of sold parts or defective assembly labor shall be limited to the warranty period and to the price actually paid by the customer by the defective part or labor, exempting Finanzauto, S.A. for any other loss or damage, emergent or consequential, or lost profit.
- 7th) **DELIVERY.-** Parts and attachments sold by Finanzauto, S.A. shall be delivered at Finanzauto, S.A. facilities. If the customer requests to have the goods delivered at any other locations of its choice, he shall bear the cost and risk of transporting the goods to their destination, and Finanzauto, S.A. shall fulfill its delivery obligation once the goods have been made available to the appointed carrier. In compliance with Law 11/1997 and R.D. 782/1998, the end user shall be the only responsible of properly recycling the packaging and containers.
- 8th) **REMANUFACTURED PARTS.-** In those sales transactions involving the sale of a remanufactured part against a core part returned by the customer, the credit to the customer shall only be established once the core part has undergone the investigative controls on the property of Finanzauto, S.A. and in accordance with the criteria set forth by the supplier.
The customer shall return the core within 15 days of the delivery of the remanufactured part. Beyond that period, FSA shall have full right to reject the cores.

9th) **EXCHANGE COMPONENTS.-**

- A) In replacement of a failed part FSA shall supply the customer with another rebuilt or new part of the same class.
- B) The customer shall have title to the part supplied by FSA merely by returning the failed part and supporting the cost of salvage.
- C) The customer shall have a period of 10 days from the date of the delivery note of the rebuilt/exchange part to return the failed part to FSA. Beyond that period, the customer shall be invoiced 90% of the price of the new part or 100%, depending on whether the part supplied was rebuilt or new.
- D) If the failed part proves to be beyond any salvage, FSA shall invoice the customer 90 or 100% of the part supplied as per the criteria set forth above in paragraph C). The failed part will be available to collect within 10 days from the report, failing to do so, FSA shall assume the customer has written off the failed part and FSA shall proceed to recycle it at its discretion. The customer shall have no right to indemnity of any kind.

10th) **PROTECTION OF PERSONAL DATA.-** 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 customer records for commercial, financial, operational and statistical data gathering purposes. You hereby grant us authorization to carry out risk assessments, marketing studies to adjust our commercial offering to your particular profile, and to send you commercial communications of all types. 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).

11th) **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.

12th) **ETHICS AND COMPLIANCE.-** 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, S.A. 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 customer is not allowed to provide goods and services.

13th) **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 null and void.