

7297/16



ESERCIZIO 20 16

## ORDINATIVO DI PAGAMENTO

N. 796

ALGA TRUHS

ANT. ACQUIRO BUS

\_\_\_\_\_

**AZIENDA PER LA MOBILITA' NELL'AREA DI TARANTO S.p.A.**

Sede legale ed amministrativa: 74100 TARANTO - Via C. Battisti, 657  
 Telefono 09973561 (5 linee urbane) - Fax 0997794247  
 Codice fiscale, Partita IVA e n° di iscrizione al Registro delle Imprese di Taranto 00146330733  
 Capitale Sociale sottoscritto: € 5.497.272,00 - Capitale Sociale versato: € 8.381.881,75

**ORDINATIVO DI PAGAMENTO**

GESTIONE	ESERCIZIO	N. ORDINATIVO	DATA	COD.CASSA	COD.CASSA	IMPORTO ORDINATIVO
	0	796	12/05/2016			€ 16.500,00

**IL CASSIERE  
 PAGHERA'  
 LA SOMMA DEL PRESENTE ORDINATIVO DI PAGAMENTO  
 A FAVORE DI:**

ALGA TRUHS. BUSES. MORE  
 ALGA NUTZFAHRZEUG-UND BAUMASCHIENEN  
 MOLKEREISTRABE 2  
 27419 SITTENSEN ()  
 Partita IVA: DE813912563  
 CC 03.18;247.942

DICONSI EURO: sedicimilacinquecento,00

PAGAMENTO:

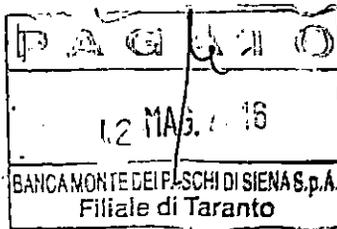
COMMERZBANK AG

IBAN: DE72290400900681819900

**CAUSALE DEL PAGAMENTO**

ANTICIPO ACQUISTO BUS GERMANIA

PAGAMENTO FATTURE N.



<b>IMPORTO LORDO</b>	€	16.500,00
<b>TOTALE RITENUTE</b>	€	0,00
<b>IMPORTO</b>	€	16.500,00

RISULTANZE DELLA GESTIONE DI CASSA	CASSA	
	<b>IMPORTO LORDO</b>	€
<b>PREVISIONE</b>	€	0,00
<b>PROG. ORDINATIVI EMESSI</b>	€	0,00
<b>DISPONIBILITA'</b>	€	0,00

*DETERMINA N° 36  
 del 12-05-2016*

VIS. CONTABILITA'

IL DIRIGENTE AMM.VO

IL DIRETTORE

IL PRESIDENTE

BANCA MONTE DEI PASCHI DI SIENA SPA

FILIALE 9601 TARANTO

IBAN BENEFICIARIO: DE72290400900681819900

NR.SCT: 157215222 CRQ: A1012740482

DATA ORDINE: 12.05.2016

TRANSACTION ID: A101274048201030

ORDINANTE: AZIENDA PER LA MOBILITA' NELL'AREA DI TA  
VIA CESARE BATTISTI 657  
TARANTO

BANCA DEST:

BIC DEST :

BENEFICIARIO: ALGA TRUHS BUSES MORE ALGA NUTZFAHRZEUG

DT REG : 16.05.2016

IMPORTO: ANTICIPO ACQUISTO BUS GERMANIA CIG  
NOTE: 16.500,00  
MANDATO NUM. 796

GRUPPO BANCARIO MONTE PASCHI SIENA - BANCA 1030.6 -GRUPPO 1030

**Fax**

**AMAT**

A: Spett.le

Fax:

0997706251

Monte dei Paschi di Siena

TARANTO

Da: **A.M.A.T. S.p.A. - TARANTO**

Data: 12/05/2016 Prot. \_\_\_\_\_/Uf-Rg.

Ogg: Rimissione Mandato di pagamento.

Pag.: 1 compresa questa

Buongiorno, in riferimento al mandato di pagamento n.796 del 12/05/2016, si chiede cortesemente l'annullamento e la successiva riemissione dello stesso comprensivo del numero CIG: 6691729D73. Scusandoci per l'inconveniente, si porgono distinti saluti.

Il Capo Unità Contabilità e Bilancio  
(Dott.ssa Marilena Passerelli)



**SI INVIA SOLO VIA FAX**

AMAT spa via C. Platani, 657 - 74100 TARANTO

Tel. 09973561 - Fax 0997794247

**AZIENDA PER LA MOBILITA' NELL'AREA DI TARANTO S.p.A.**

Sede legale ed amministrativa: 74100 TARANTO - Via C. Battisti, 657  
 Telefono 09973561 (5 linee urbane) - Fax 0997794247  
 Codice fiscale, Partita IVA e n° di iscrizione al Registro delle Imprese di Taranto 00146330733  
 Capita Sociale sottoscritto: € 5.497.272,00 - Capitale Sociale versato: € 8.381.881,75

**ORDINATIVO DI PAGAMENTO**

GESTIONE	ESERCIZIO	N. ORDINATIVO	DATA	COD.CASSA	COD.CASSA	IMPORTO ORDINATIVO
	0.	796	12/05/2016			€ 16.500,00

IL CASSIERE  
 PAGHERA'  
 LA SOMMA DEL PRESENTE ORDINATIVO DI PAGAMENTO  
 A FAVORE DI:

ALGA TRUHS. BUSES. MORE  
 ALGA NUTZFAHRZEUG-UND BAUMASCHIENEN  
 MOLKEREISTRABE 2  
 27419 SITTENSEN ()  
 Partita IVA: DE813912563  
 CC 03.18;247.942

DICONSI EURO: sedicimilacinquecento,00

PAGAMENTO:

COMMERZBANK AG

IBAN: DE72290400900681819900

**CAUSALE DEL PAGAMENTO**

ANTICIPO ACQUISTO BUS GERMANIA

ag. 6691729073

PAGAMENTO FATTURE N.

IMPORTO LORDO	€	16.500,00
TOTALE RITENUTE	€	0,00
IMPORTO	€	16.500,00

RISULTANZE DELLA GESTIONE DI CASSA	IMPORTO LORDO	€	16.500,00	CASSA
	PREVISIONE	€	0,00	CASSA
	PROG. ORDINATIVI EMESSI	€	0,00	
	DISPONIBILITA'	€	0,00	
ESTREMI DELIBERA				

DELIBERA N° 36

del 12-05-2016

VISTO CONTABILITA'

IL DIRIGENTE AMM.VO

IL DIRETTORE

IL PRESIDENTE



Trucks. Buses. More

alga · Postfach 1169 · 27419 Sittensen · Germany

Messrs.  
AZIENDA PER LA MOBILITA' NELL'AREA DI TARANTO SPA  
"A.M.A.T." S.P.A  
VIA CESARE BATTISTI 657  
IT - 74121 TARANTO TA  
ITALY

alga Nutzfahrzeug- und  
Baumaschinen GmbH & Co. KG

Molkereistraße 2 · 27419 Sittensen  
☎ +49 4282 57-0 · 📠 +49 4282 57-207  
service@alga.de · www.alga.de

Ihr Zeichen	Ihre Nachricht vom	Unser Zeichen	Tag/Date:	04.05.2016
		jl-rö	Sachbearbeiter:	Mr. Schröder
			Tel.-Durchwahl:	+49 4282 57-0
			Fax:	+49 4282 57-207
			Email:	<u>jschroeder@alga.de</u>

### ORDER CONFIRMATION

Dear Sirs,

We thank you for your order placed that we herewith confirm to you on the basis of our latest edition of the General Terms and Conditions of sale as follows:

Steuernfreie innergemeinschaftliche Lieferung! cessioni intracomunitarie esenti  
tax free intracommunity despatch

UST-ID-Nr./ VAT-No.: IT 00146330733

1) 1 unit

**second hand EVOBUS (MERCEDES-BENZ) articulated bus**

Int. No.:	SI 73358
Type:	O 530 G Citaro
Chassis-No.:	WEB 628 243 13 103 410
Reg.-booklet:	VG 199 712
1st registration:	11.09.2003
Colour:	as inspected

incl. repair of rusty place behind 3<sup>rd</sup> axle - driver's side,  
transport to Lamato/IT and Dati Tecnici

Country of Origin:	Federal Republic of Germany
Customs-No.:	8702 1019
Weight:	16.830 kg

1 / 3

~~AMAT~~  
Azienda per la mobilità nell'area di Taranto

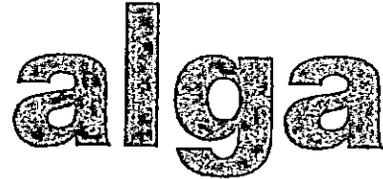
Prcl. n. 7860  
del 11 MAG. 2016

AD	Amministratore Delegato	<input type="checkbox"/>
DE	Direttore Generale	<input type="checkbox"/>
DA	Direttore Amministrativo	<input checked="" type="checkbox"/>
DT	Direttore Tecnico	<input checked="" type="checkbox"/>
MAP	Appalti / Contratti	<input checked="" type="checkbox"/>
TM	Commerciale / Marketing	<input type="checkbox"/>
UCB	Contabilità Bilancio	<input type="checkbox"/>
ES	Esercizio / Sosta	<input checked="" type="checkbox"/>
IS	Informatica / Statistica	<input type="checkbox"/>
MT	Manutenzione / Tecnica	<input checked="" type="checkbox"/>
RU	Risorse Umane	<input type="checkbox"/>
AG	Affari Gen. PP.RR. SINISTRI	<input type="checkbox"/>
RAG	Ufficio Regionale	<input type="checkbox"/>
STQ	Staff Qualità	<input type="checkbox"/>

Gläubiger-ID: DE06ZZZ00000048749  
Steuer-Nr. 52/215/00244 · FA Zeven  
Ust.-Id.-Nr. DE813912563  
Sitz: Sittensen  
Registergericht: Tostedt HRA 121044

Sparkasse Rotenburg-Bremervörde: IBAN: DE73 2415 1235 0025 4121 31 · BIC: BRLADE21ROB  
Commerzbank Rotenburg (Wümme): IBAN: DE72 2904 0090 0681 8199 00 · BIC: COBADEFFXXX  
Zevener Volksbank eG: IBAN: DE96 2416 1594 5400 8034 00 · BIC: GENODEF1SIT  
Postbank Hamburg: IBAN: DE51 2001 0020 0717 5762 00 · BIC: PBNKDE33XXX

Komplementärin: alga Nutzfahrzeug Verwaltungs GmbH · Sitz: Sittensen · Registergericht: Tostedt HRB 120048 · Geschäftsführer: Kurt-Werner Hoffmann



2) 1 unit second hand EVOBUS (MERCEDES-BENZ) articulated bus

Int. No.: SI 73359  
Type: O 530 G Citaro  
Chassis-No.: WEB 628 243 13 103 395  
Reg.-booklet: VG 199 709  
1st registration: 11.09.2003  
Colour: as inspected

incl. transport to Lamato/IT and Dati Tecnici

Country of Origin: Federal Republic of Germany  
Customs-No.: 8702 1019  
Weight: 16.830 kg

3) 1 unit second hand EVOBUS (MERCEDES-BENZ) articulated bus

Int. No.: SI 73360  
Type: O 530 G Citaro  
Chassis-No.: WEB 628 243 13 103375  
Reg.-booklet: VG 199 701  
1st registration: 11.09.2003  
Colour: as inspected

incl. repair of leakage in the roof, light of the middle door,  
change of driver's seat, transport to Lamato/IT and Dati Tecnici

Country of Origin: Federal Republic of Germany  
Customs-No.: 8702 1019  
Weight: 16.830 kg

at a total net price DAP Lamato / IT (acc. Incoterms 2010) of

€ 165.000,00

Delivery: DAP Lamato / IT after receipt of total invoice amount

Payment: 10 % down payment = € 16.500,00 with placing your order.  
remaining amount full amount without deduction of bank charges  
after final inspection of the buses, but  
before delivery by swift transfer to our account with

Commerzbank AG  
Branch Rotenburg/W.  
27341 Rotenburg/W. / Germany

IBAN DE72 2904 0090 0681 8199 00  
BIC (SWIFT) COBA DE FF XXX

AM. ACC. BUS

P.N. 1498  
12/5/16



The buyer confirms the receipt of the enclosed General Terms & Conditions of Sale of new and used vehicles, trailers, construction machines and their parts.

-----  
place, date

-----  
signature of the buyer

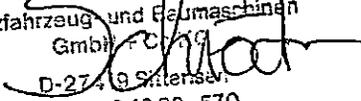
We kindly ask you to countersign this order confirmation to show your approval with all points mentioned and return it by telefax / Email.

\_\_\_\_\_  
(signature and firm stamp)

Yours faithfully

alga Nutzfahrzeug- und  
Baumaschinen GmbH & Co. KG  
Bus Department  
J. Schröder

Enclosure : General Terms & Conditions of Sale

  
Nutzfahrzeug- und Baumaschinen  
GmbH & Co. KG  
D-2749 Satersee  
Telefon 04282-570  
Telefax 04282-57207  




Trucks. Buses. More

alga · Postfach 1169 · 27419 Sittensen · Germany

Messrs.  
AZIENDA PER LA MOBILITA' NELL'AREA DI TARANTO SPA  
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IT - 74121 TARANTO TA  
ITALY

alga Nutzfahrzeug- und  
Baumaschinen GmbH & Co. KG

Molkereistraße 2 · 27419 Sittensen  
☎ +49 4282 57-0 · ☎ +49 4282 57-207  
service@alga.de · www.alga.de

## PROFORMA INVOICE

Rg.-Nr. 16-SI 73358

04.05.2016 js-rö

Steuerfreie innergemeinschaftliche Lieferung! cessioni intracomunitarie esenti  
tax free intracommunity despatch

UST-ID-Nr./ VAT-No.: IT 00146330733

1) 1 unit second hand EVOBUS (MERCEDES-BENZ) articulated bus

Int. No.: SI 73358  
Type: O 530 G Citaro  
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incl. repair of rusty place behind 3<sup>rd</sup> axle - driver's side,  
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Reg.-booklet: VG 199 709  
1st registration: 11.09.2003  
Colour: as inspected

incl. transport to Lamato/IT and Dati Tecnici

Country of Origin: Federal Republic of Germany  
Customs-No.: 8702 1019  
Weight: 16.830 kg

Gläubiger-ID: DE06ZZZ00000048749  
Steuer-Nr. 52/215/00244 - FA Zeven  
Ust.-Id.-Nr. DE813912563  
Sitz: Sittensen  
Registergericht: Tostedt HRA 121044

Sparkasse Rotenburg-Bremervörde: IBAN: DE73 2415 1235 0025 4121 31 · BIC: BRLADE21ROB  
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Page 2 PI No. **16-SI 73358** dated 04.05.2016 js-rö

3) 1 unit

second hand EVOBUS (MERCEDES-BENZ) articulated bus

Int. No.: SI 73360  
Type: O 530 G Citaro  
Chassis-No.: WEB 628 243 13 103375  
Reg.-booklet: VG 199 701  
1st registration: 11.09.2003  
Colour: as inspected

incl. repair of leakage in the roof, light of the middle door,  
change of driver's seat, transport to Lamato/IT and Dati Tecnici

Country of Origin: Federal Republic of Germany  
Customs-No.: 8702 1019  
Weight: 16.830 kg

at a total net price DAP Lamato / IT (acc. Incoterms 2010) of

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Payment: 10 % down payment = € 16.500,00 with placing your order,  
remaining amount full amount without deduction of bank charges  
after final inspection of the buses, but  
before delivery by swift transfer to our account with

Commerzbank AG  
Branch Rotenburg/W.  
27341 Rotenburg/W. / Germany

IBAN DE22 2904 0090 0681 8199 00  
BIC (SWIFT) COBA DE FF XXX

  
Nutzfahrzeug- und Baumaschinen  
GmbH + Co. KG  
D-27473 Sittensen  
Telefon 042 82-570  
Telefax 042 82-57207

Enclosure : General Terms & Conditions of Sale

## **Terms & Conditions of Sale for New and Used Vehicles, Trailers, Construction Equipment and Parts**

These Terms & Conditions apply to all offers and sales of new and used vehicles, trailers, construction equipment and parts by Seller to Purchaser.

### **I. General**

1. The place of performance is the location of the registered office of Seller. The Local Court of Zeven (Amtsgericht Zeven) or, as the case may be, the Regional Court of Stade (Landgericht Stade) shall have exclusive jurisdiction in respect of any current and future claims arising from transactions between Seller and Purchasers who are registered companies or entrepreneurs within the meaning of Section 14 of the German Civil (*Bürgerliches Gesetzbuch*).

2. The same jurisdiction shall also apply if Purchaser maintains no registered office in Germany, if Purchaser transfers its place of residence or habitual place of abode abroad after execution of the agreement or if Purchaser's place of residence or habitual place of abode is unknown when legal action is commenced.

The courts of the Purchaser's place of residence shall have also have jurisdiction in the event of claims of Seller against Purchaser.

3. All offers and the execution of agreements shall be subject exclusively to these Terms & Conditions of Sale of Seller. No other terms or conditions of Purchaser shall apply unless explicitly accepted in writing by Seller.

4. Oral agreements must be confirmed in writing. In the case of orders placed by telephone or e-mail, Purchaser shall bear the risk and expense of any measures taken in error on the basis of such communication by telephone or e-mail. Any changes in these Terms & Conditions must be made in writing. Oral collateral agreements and subsequent modifications of the agreement shall be valid only if confirmed in writing by Seller. No rights arising from this order may be transferred without the written consent of Seller.

5. Orders shall be binding upon Purchaser for a period of four weeks. Purchase agreements shall be considered to have entered into force and effect if Seller does not refuse the offer within the period of acceptance or delivery is made.

### **II. Prices and Payment**

1. All prices are net EXW our location. Purchaser shall bear the cost of transport to any location other than the place of performance as well as all other related expenses incurred, including any customs duties and fees. Unless otherwise agreed, Purchaser shall bear the cost of installation of any accessories or modifications desired by Purchaser.

2. The purchase price and prices for additional services shall be due and payable upon delivery or at the very latest within eight days of receipt of notification of availability for delivery and presentation or issuance of the invoice. Payment shall be made in full in cash at the registered office of Seller and shall be made only to Seller. The latter shall be under no obligation to accept bills of exchange or checks or in payment. In the event Seller does accept such instruments, acceptance shall be contingent upon receipt of actual payment and payment of collection and discount fees; endorsement and prolongation shall also not constitute payment.

3. Partial payments shall be first applied to the oldest outstanding receivables.

4. Purchaser may offset claims against claims of Seller only if such claims of Purchaser are undisputed or legally enforceable; Purchaser may assert a possessory lien only in respect of claims arising from the purchase agreement.

5. In the event Seller and Purchaser agree to payment in installments and is an entrepreneur within the meaning of Section 14 of the German Civil Code, the entire outstanding amount, including interest accumulated up to the due date, shall fall due without regard to the maturity of any bills of exchange if Purchaser is in default of payment of at least two consecutive installments or any part thereof representing at least 10% of the total or 5% of the total to be paid in installments under a credit agreement with a term of three years.

The entire outstanding amount shall also become due and payable if Purchaser suspends payment of his debts generally or if insolvency proceedings are initiated against Purchaser. The same shall apply in the case of Purchasers who are natural persons if the loan is intended to commence activity in a commercial or self-employed capacity and the cash price exceeds €50,000.00.

Seller may instead of requiring payment of the outstanding amount give Purchaser notice and require payment of the outstanding amount within two weeks. If payment is not received by the end of this two-week period, Seller may upon written notice cancel the agreement and/or claim damages for breach of agreement.

6. In the case of an agreement between Seller and Purchaser to make payment in installments other than that covered by paragraph 5, Seller may cancel the agreement and demand payment of the outstanding amount

a) if Purchaser is in default of payment of at least two consecutive installments or any part thereof representing at least 10% or 5% of the total to be paid in installments over a period of more than three years and

b) if Purchaser fails to make payment after Seller gives Purchaser notice and requires payment of the overdue amount within two weeks and informs Purchaser to the effect that Seller will demand payment of the entire outstanding amount if payment is not made within the two-week period. In the event Seller demands payment of the outstanding amount, the amount due shall be reduced by amount of interest and other costs associated with the payment of installments that are prorated over the remainder of the original term following payment of the outstanding amount.

c) Seller may instead of demanding payment of the outstanding amount cancel the agreement upon written notice under the circumstances described in subparagraphs a) and b).

### **III. Delivery and Delays in Delivery**

1. Binding and non-binding delivery dates and periods must be specified in writing. Delivery periods shall commence upon execution of the agreement. In the event a agreement is modified retroactively, a new delivery date or period shall also be agreed.

2. In the event a non-binding delivery date or period is exceeded by six weeks, Purchaser may demand in writing that Seller make delivery within an appropriate period.

Seller shall be considered to be in default upon receipt of such notice. Purchaser may in addition to delivery demand compensation for any losses incurred due to the delay; in the case of slight negligence on the part of Seller; this claim shall be limited to a maximum of 5% of the agreed purchase price.

Purchaser may upon written notice cancel the agreement and/or claim damages for failure to make delivery if Seller fails to make delivery within the period set by Purchaser; any claims for damages shall be limited to a maximum of 10% of the agreed purchase price. If Purchaser is a registered company or an entrepreneur within the meaning of Section 14 of the German Civil Code, Purchaser shall have the right to claim damages only in the case of wrongful intent or gross negligence on the part of Seller. The right to insist upon delivery shall be excluded under the

circumstances described in this paragraph.

3. In the event a binding delivery date or period is exceeded, Seller shall be considered in default as soon as the delivery date is exceeded. The rights of Purchaser shall then be based on paragraph 2.

4. If Seller for reasons beyond its control is temporarily prevented from making delivery as of the agreed date or within the agreed period due to an occurrence of force majeure or disruption of Seller's business or that of Seller's suppliers, e.g., due to civil commotion, strike, lockout, the dates and periods specified in paragraphs 1 and 2 shall be extended by the duration of any delay caused by such occurrences.

In the event such a disturbance results in a delay in excess of four months, Purchaser may cancel the agreement.

5. Orders are subject to changes in construction or design, deviations in color and changes in the scope of delivery during the delivery period if such changes or deviations do not represent an unreasonable imposition upon Purchaser.

#### **IV. Acceptance**

1. Purchaser may within eight days after receipt of notification of delivery inspect vehicles, equipment and parts at the agreed place of delivery and shall also accept the vehicle, equipment or within this period.

2. Any test drive prior to acceptance shall be limited to usual practice and not exceed a maximum of 20 km.

3. In the event Purchaser does not take delivery of the vehicle, equipment or parts within eight days of receipt of notification of delivery, Seller may demand in writing that Purchaser do so within a period of two weeks. If Purchaser fails to do so by the end of this two-week period, Seller may upon written notice cancel the purchase agreement and/or claim damages for breach of agreement.

4. In the event Seller claims damages, such damages shall be equal to 15% of the agreed purchase price. Purchaser may provide evidence to the effect that damages or impairment did not occur or were significantly less than the above amount.

5. In the event the vehicle or equipment is driven or operated by Purchaser or an agent of Purchaser prior to acceptance, Purchaser shall be liable for any damage resulting to the vehicle or equipment.

#### **V. Retention of Title**

1. Seller shall retain title to vehicles, equipment and parts until such time as payment of all amounts due to Seller under the purchase agreement has been received in full. Seller shall also retain title to vehicles, equipment and parts until such time as payment of all amounts due to Seller as a result of subsequent purchases in connection with the vehicle or equipment, e.g., as a result of repairs and sales of parts or other services, has been received in full.

If Purchaser is a registered company or an entrepreneur within the meaning of Section 14 of the German Civil Code, Seller shall also retain title to vehicles, equipment and parts until such time as payment of all amounts due to Purchaser in connection with current business has been received in full.

Seller shall have the right to retain possession of vehicle registration documents while Seller retains title to the vehicle or equipment.

Seller will at the request of Purchaser waive retention of title if Purchaser has made payment in

full of all amounts due in connection with the vehicles, equipment and parts and appropriate security for outstanding amounts due in connection with current business has otherwise been provided.

2. Seller may take possession of vehicles, equipment or parts upon cancellation of the purchase agreement in writing by Seller.

3. Vehicles, equipment and parts may not be sold, pledged, assigned as security, rented or otherwise disposed of or modified in a manner that impairs the rights of Seller without the consent of Seller while Seller retains title.

4. In the event of actions by third parties, in particular equitable liens or mechanic's liens, Purchaser shall without delay inform Seller thereof in writing and at the same time without delay inform such third parties of the retention of title by Seller.

5. In the event comprehensive insurance coverage is agreed, Purchaser shall without delay obtain and maintain in force such insurance with an appropriate collision-damage deductible for the duration of retention of title by Seller and ensure that all rights arising from the insurance policy inure to Seller's benefit. Purchaser authorizes Seller to obtain for its own use a risk coverage certificate to document the existence of comprehensive insurance coverage and to obtain information on the above insurance coverage. In the event Purchaser fails to meet this obligation despite the written request of Seller to do so, Seller may obtain comprehensive insurance coverage at the expense of Purchaser, advance the insurance premiums and add such premiums to the amount due under the purchase agreement.

6. Purchaser shall maintain vehicles, equipment and parts in proper condition and, except in the case of emergencies, have all necessary repairs and maintenance carried out without delay, by Seller or a qualified provider.

## **VI. Warranty**

1. If Purchaser is a registered company or an entrepreneur within the meaning of Section 14 of the German Civil Code, used vehicles, equipment and parts shall be sold "as is" with absolutely no warranty of any kind.

2. If Purchaser is a registered company or an entrepreneur within the meaning of Section 14 of the German Civil Code, Seller will warrant new vehicles, equipment and parts against defects in materials and workmanship for a period of one year.

3. If Purchaser is a natural person who enters into the legal transaction for purposes unrelated to commercial activity or self-employment (consumer), Seller will warrant vehicles, equipment and parts as required by law, in which case the warranty on used vehicles, equipment and parts shall be limited to one year.

4. The exclusion and limitation of liability under paragraphs 1 through 3 shall not apply in the case of claims arising from grossly negligent breach of duty on the part of Seller or intentional or grossly negligent breach of duty on the part of an authorized representative or agent of Seller or claims for damages resulting from death, bodily injury arising from intentional or negligent breach of duty by Seller or any authorized representative or agent of Seller.

5. In the event of the of warranty claims, Purchaser shall have the right to correction in the form of elimination of the defect and damage caused to other component parts of the vehicles, equipment or parts under warranty (repair).

Warranty claims shall be processed as follows:

a) Purchaser shall upon detection of the defect without delay either inform Seller thereof in writing or have seller inspect the defect.

b) Remedies will be provided without delay through replacement or repair of defective parts to the extent technically required without charge for any necessary transport, travel, labor or the cost of materials. Replaced parts shall become the property of Seller. Parts installed under warranty shall be warranted against defects in material and workmanship until expiration of the warranty of the vehicles, equipment and parts under the purchase agreement.

c) In the case of a vehicle or equipment that becomes disabled due to a defect covered by the warranty, Purchaser shall contact the nearest available enterprise authorized by the manufacturer of the vehicle or equipment to provide the required service and support and inform Seller without delay. Seller will then decide whether the necessary work will be performed by Seller or the nearest enterprise.

If Purchaser is a registered company or an entrepreneur within the meaning of Section 14 of the German Civil Code, Seller will not bear any towing costs included in the costs incurred in connection with the repair of utility vehicles in excess of a gross weight of five metric tons.

6. In the event a repair made pursuant to paragraph 5 a) is unsuccessful and in particular if defect has not been eliminated after a second attempt or further attempts would represent an unreasonable imposition upon Purchaser, Purchaser may upon written notification of Seller rescind the purchase agreement or demand an appropriate adjustment in the purchase price.

7. No warranty shall apply in the case of defects or damage incurred

- if Purchaser has not notified Seller of a defect or allowed Seller to inspect such a defect;
- if Purchaser has not without delay given Seller an opportunity to remedy the defect or damage despite being requested to do so;
- if the vehicle, equipment or parts are not treated properly or are subjected to misuse, e.g., in the case of motor sport competition;
- if the vehicle, equipment or parts are improperly overhauled, maintained or cared for by an enterprise that is not authorized to perform such work on the vehicle, equipment or parts by the manufacturer and Purchaser should have been aware of this;
- if parts have been installed in the vehicle or equipment that are not approved by the manufacturer;
- if the vehicle or equipment is modified in a manner that is not approved by the manufacturer; or
- Purchaser fails to comply with instructions governing the treatment, maintenance and care of the vehicle or equipment (e.g., operating instructions).

## VII. Liability

Seller shall be liable pursuant to the following provisions for damages if such damages are caused through the fault of Seller or Seller's authorized representative or agent.

Except in the case of claims arising from the loss of life, bodily injury or illness, Seller's liability shall be limited as follows in the case of slight negligence:

Seller's liability shall be limited to damages that exceed compensation from insurance companies and third-party damages that are not covered by legislation governing compulsory insurance coverage for owners of vehicles. In any such case, liability shall be limited to the amount that corresponds to the minimum insurance coverage required under legislation governing compulsory insurance coverage for owners of vehicles.

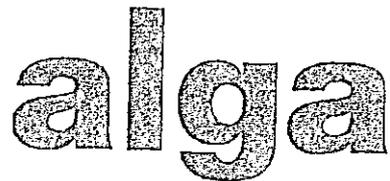
This shall not, however, include compensation for any decrease in the value of vehicles or equipment, loss of use and in particular the cost of rental cars, loss of profit, towing costs and vehicle content and cargo. The same shall apply to claims resulting from repairs under warranty.

### **VIII. Change of Address**

Purchaser shall without delay notify Seller of any change of address, and all notices of Seller will otherwise be deemed to have been legally served if sent to the address of Purchaser specified in the order.

### **IX. Severability**

In the event any part of these conditions should be invalid, all unaffected parts shall remain in full force and effect. Any invalid provisions shall be replaced those provisions provided by law.



Trucks. Buses. More

alga · Postfach 1169 · 27419 Sittensen · Germany

Messrs.  
AZIENDA PER LA MOBILITA' NELL'AREA DI TARANTO SPA  
"A.M.A.T." S.P.A  
VIA CESARE BATTISTI 657  
IT - 74121 TARANTO TA  
ITALY

alga Nutzfahrzeug- und  
Baumaschinen GmbH & Co. KG

Molkereistraße 2 · 27419 Sittensen  
☎ +49 4282 57-0 · 📠 +49 4282 57-207  
service@alga.de · www.alga.de

Ihr Zeichen	Ihre Nachricht vom	Unser Zeichen	Tag/Date:	04.05.2016
		jl-rö	Sachbearbeiter:	Mr. Schröder
			Tel.-Durchwahl:	+49 4282 57-0
			Fax:	+49 4282 57-207
			Email:	<a href="mailto:jschroeder@alga.de">jschroeder@alga.de</a>

### ORDER CONFIRMATION

Dear Sirs,

We thank you for your order placed that we herewith confirm to you on the basis of our latest edition of the General Terms and Conditions of sale as follows:

Steuerfreie innergemeinschaftliche Lieferung! cessioni intracomunitarie esenti  
tax free intracommunity despatch

UST-ID-Nr./ VAT-No.: IT 00146330733

1) 1 unit second hand EVOBUS (MERCEDES-BENZ) articulated bus

Int. No.:	SI 73358
Type:	O 530 G Citaro
Chassis-No.:	WEB 628 243 13 103 410
Reg.-booklet:	VG 199 712
1st registration:	11.09.2003
Colour:	as inspected

incl. repair of rusty place behind 3<sup>rd</sup> axle - driver's side,  
transport to Lamato/IT and Dati Tecnici

Country of Origin:	Federal Republic of Germany
Customs-No.:	8702 1019
Weight:	16.830 kg

1 / 3

*alga*  
Azienda per la mobilità nell'area di Taranto

Prot. n. 7860  
del 11 MAG. 2016

AD	Amministratore Delegato	<input type="checkbox"/>
DS	Direttore Generale	<input type="checkbox"/>
DA	Direttore Amministrativo	<input checked="" type="checkbox"/>
DT	Direttore Tecnico	<input type="checkbox"/>
CA	Appalti / Contratti	<input type="checkbox"/>
CM	Commerciale / Marketing	<input checked="" type="checkbox"/>
CB	Contabilità Bilancio	<input type="checkbox"/>
ES	Esercizio / Sosta	<input checked="" type="checkbox"/>
IS	Informatica / Statistica	<input type="checkbox"/>
MT	Manutenzione / Tecnica	<input checked="" type="checkbox"/>
RU	Risorse Umane	<input type="checkbox"/>
AG	Affari Gen. P.P.R.R. SINISTRI	<input type="checkbox"/>
RG	Ufficio Ragioneria	<input type="checkbox"/>
ST	Staff Qualità	<input type="checkbox"/>

Gläubiger-ID: DE06ZZZ00000048749  
Steuer-Nr. 52/215/00244 · FA Zeven  
Ust.-Id.-Nr. DE813912563  
Sitz: Sittensen  
Registergericht: Tostedt HRA 121044

Sparkasse Rotenburg-Bremervörde: IBAN: DE73 2415 1235 0025 4121 31 · BIC: BRLADE21ROB  
Commerzbank Rotenburg (Wümme): IBAN: DE72 2904 0090 0681 8199 00 · BIC: COBADEFFXXX  
Zevener Volksbank eG: IBAN: DE96 2416 1594 5400 8034 00 · BIC: GENODEF1SIT  
Postbank Hamburg: IBAN: DE51 2001 0020 0717 5762 00 · BIC: PBNKDEFFXXX

Komplementärin: alga Nutzfahrzeug Verwaltungs GmbH · Sitz: Sittensen · Registergericht: Tostedt HRB 120048 · Geschäftsführer: Kurt-Werner Hoffmann



2) 1 unit

second hand EVOBUS (MERCEDES-BENZ) articulated bus

Int. No.: SI 73359  
Type: O 530 G Citaro  
Chassis-No.: WEB 628 243 13 103 395  
Reg.-booklet: VG 199 709  
1st registration: 11.09.2003  
Colour: as inspected

incl. transport to Lamato/IT and Dati Tecnici

Country of Origin: Federal Republic of Germany  
Customs-No.: 8702 1019  
Weight: 16.830 kg

3) 1 unit

second hand EVOBUS (MERCEDES-BENZ) articulated bus

Int. No.: SI 73360  
Type: O 530 G Citaro  
Chassis-No.: WEB 628 243 13 103375  
Reg.-booklet: VG 199 701  
1st registration: 11.09.2003  
Colour: as inspected

incl. repair of leakage in the roof, light of the middle door,  
change of driver's seat, transport to Lamato/IT and Dati Tecnici

Country of Origin: Federal Republic of Germany  
Customs-No.: 8702 1019  
Weight: 16.830 kg

at a total net price DAP Lamato / IT (acc. Incoterms 2010) of

€ 165.000,00

Delivery: DAP Lamato / IT after receipt of total invoice amount

Payment: 10 % down payment = € 16.500,00 with placing your order,  
remaining amount full amount without deduction of bank charges  
after final inspection of the buses, but  
before delivery by swift transfer to our account with

Commerzbank AG  
Branch Rotenburg/W.  
27341 Rotenburg/W. / Germany

IBAN DE72 2904 0090 0681 8199 00  
BIC (SWIFT) COBA DE FF XXX

*Am. 12.5.16*  
*P.N. 1498*  
*12/5/16*

UFFICIO CONTRATTI E ACQUISTI verifica condizione, ordine e contratto	
Contr. Rep. n° _____ del _____	
Conv. n° _____ del _____	
Determin. A.D. n° _____ del _____	
Delib. C.A. n° _____ del _____	
Data scadenza pagamento _____	
DATA _____	L'ADDETTO AL RISCONTRO _____
IL RESP. UNITA' CONTRATTI per supervisione	
DATA _____	FIRMA _____

UFFICIO PERSONALE verifica visite di accertamento sanitario del personale	
Data scadenza pagamento _____	
DATA _____	FIRMA DEL RESPONSABILE _____
IL RESP. UNITA' PERSONALE per supervisione	
DATA _____	FIRMA _____

UFFICIO MAGAZZINO verifica quantità, documenti e condizioni contrattuali	
Contr. Rep. n. _____ del _____	
Delib. C.A. n. _____ del _____	
Delib. C.A. n. _____ del _____	
Delib. C.A. n. _____ del _____	
Data scadenza pagamento _____	
DATA _____	FIRMA DEL RESPONSABILE _____
IL RESP. UNITA' TECNICA per supervisione	
DATA _____	FIRMA DEL RESPONSABILE _____

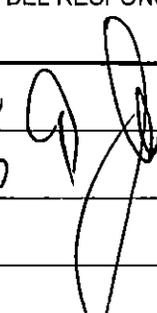
UFFICIO RAGIONERIA verifica dati contabili	
data scadenza pagamento indicata in fattura _____	
data scadenza di pagamento presunta _____	
DATA <u>11/8/16</u>	FIRMA DEL RESPONSABILE _____
IL RESP. UNITA' CONTABILITA' E BILANCIO per supervisione	
DATA <u>12-05-16</u>	FIRMA _____

UFFICIO TECNICO verifica perfetta esecuzione lavori	
Data scadenza pagamento _____	
DATA _____	FIRMA DEL RESPONSABILE _____
IL RESPONSABILE UNITA' TECNICA per supervisione	
DATA _____	FIRMA DEL RESPONSABILE _____

IL CAPO AREA INFORMATICA E STATISTICA verifica dati tecnici	
Data scadenza pagamento _____	
DATA _____	FIRMA _____

UNITA' AA.GG. E PP.RR. verifica conferimento incarico	
Conferimento del ..... Prot.....	
IL CAPO UNITA' AA.GG. E PP.RR.	
DATA _____	FIRMA _____

NOTE:

12/5/2016  
*autorizz. pagamento*  


# Fax

A: Spett.le

Fax:

0997706251

Monte dei Paschi di Siena

TARANTO

Da: **A.M.A.T. S.p.A. - TARANTO**

Data: 12/05/2016 Prot. \_\_\_\_\_/Uf-Rg.

Ogg: Rimissione Mandato di pagamento.

Pag.: 1 compresa questa

Buongiorno, in riferimento al mandato di pagamento n.796 del 12/05/2016, si chiede cortesemente l'annullamento e la successiva rimissione dello stesso comprensivo del numero CIG: 6691729D73. Scusandoci per l'inconveniente, si porgono distinti saluti.

Il Capo Unità Contabilità e Bilancio  
(Dott.ssa Marilena Passeretti)



**SI INVIA SOLO VIA FAX**

AMAT- spa via C. Battisti, 657-74100 TARANTO

Tel.09973561 - Fax 0997794247

.....

RAFFORTO.ITX

12 MAG. 2016 11:58

LOGO :  
FAX NO. : 0997356224

N°	DESTINATARIO	ORA INVIO	DURATA	MODO	PAGINE	ESITO
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Prot. n° 8039/P

Taranto, lì 12/05/2016

Spett.le  
alga Nutzfahrzeug- und  
Baumaschinen GmbH & Co. KG  
Molkereistr. 2  
D-27419 Sittensen  
[Service@alga.de](mailto:Service@alga.de)  
Fax:+49 4282 57-207

**Oggetto: INDAGINE DI MERCATO N. 07/2016 PER L'ACQUISTO DI N. 3 AUTOBUS URBANI USATI DEL TIPO SNODATO INDETTA CON DELEIBERAZIONE N. 16 DELL'8.03.2016 Ordine di n. 3 autobus – CIG 6691729D73**

Con la presente si comunica l'Amministratore Delegato dell'AMAT, con Determina n. 36 del 12/05/2016, a seguito dello svolgimento dell'indagine di mercato in oggetto, ha assunto le seguenti decisioni:

- a. di approvare la proposta d'acquisto di n. 3 autobus snodati mod. MERCEDES BENZ O530G, offerti dalla vs. società, al costo complessivo di € 165.000,00 + IVA, esclusi i costi di nazionalizzazione ed inclusi i costi di trasporto presso la sede dell'AMAT;
- b. di eseguire il pagamento secondo le condizioni prospettate da Alga, ovvero: 10 % alla conferma dell'ordine e 90 % all'atto del collaudo finale dei veicoli, prima della consegna.

Con la presente, si invia, pertanto, formale ordinativo di n. 3 autobus snodati mod. MERCEDES BENZ O530G, al costo complessivo di € 165.000,00 + IVA.

Per il perfezionamento dell'ordinativo di fornitura, codesta società, dovrà consegnare, la presente nota sottoscritta, per accettazione, dal legale Rappresentante.

Distinti saluti.

L'AMMINISTRATORE DELEGATO  
(dott. Francesco Walter Poggi)



Il rappresentante legale

-----  
Data, Timbro e firma per accettazione

009 ¥706232

ACGA\_