

## SALES CONDITIONS

*Preamble: the placing of an order implies that the buyer fully understands and accepts these sales conditions in their entirety. Any other condition that the buyer introduces to the order is ineffective unless expressly accepted by Elektrozubehör S.p.A.*

*These sales conditions replace the previous versions contained in the catalogues and on the internet site ([www.elektrozubehor.it](http://www.elektrozubehor.it)).*

*The sole purpose of all the descriptions and illustrations contained in the catalogues, on the internet site or in any other commercial documentation of Elektrozubehör S.p.A., is to provide the customer with a general idea of the products and shall not form part of the contract between Elektrozubehör S.p.A. and the customer.*

### 1) Order acceptance.

Each purchase order placed with Elektrozubehör S.p.A. binds the customer, irrevocably in accordance with Art. 1329 of the Italian Civil Code, for 90 days from the moment the order is placed. The contract is concluded when it is accepted by Elektrozubehör S.p.A., i.e. when it is approved by the company (order confirmation) or when the service is provided in accordance with Art. 1327 of the Italian Civil Code.

### 2) Minimum amounts, packaging and product characteristics.

The minimum value of each order may not be less than €25 for deliveries in Italy and €100 for deliveries abroad, net of VAT and delivery costs. Each item is provided with the standard packaging established by Elektrozubehör S.p.A.; when the amount ordered is less, it shall be automatically increased to the minimum established.

The products characteristics are described in the sales catalogues and on the internet site, which may be periodically updated and changed without prior notification. Unless otherwise indicated, the technical datas represent the limits within which the customer may use the product, particularly in relation to the safety of the product. The size and other physical characteristics of the products are subject to normal commercial tolerances. The customer shall be responsible for checking the suitability of the product for the purpose it intends using it beforehand.

Elektrozubehör S.p.A. recommends that customers check the size and other datas of the products before using them for jobs of particular importance.

### 3) Delivery and terms.

The goods are delivered "ex warehouse" at Elektrozubehör S.p.A.; goods travel in any case at the responsibility and exclusive risk of the customer even if carriage free. Unless directly and expressly agreed otherwise, all shipments are effected using the means and couriers that Elektrozubehör S.p.A. deems most suitable. The terms of delivery of the goods requested are always indicative so that no direct or indirect damages may be requested due to failure or delay in delivering.

### 4) Means of payment and interests.

The price must be paid within the terms and in the ways indicated in the order and the corresponding order confirmation, at the registered offices of Elektrozubehör S.p.A. or to its expressly authorised personnel. The customer may not, for any reason, delay payment for longer than the agreed due dates indicated in the order. Interest on arrears shall be applied on any amounts unpaid within the terms agreed, without the need for a formal notice, in accordance with Legislative Decree N. 231/2002. In the event of failure to pay within the agreed terms, Elektrozubehör S.p.A. shall be entitled to suspend supply of the goods and to review the payment conditions.

### 5) Invoicing.

Invoicing shall be effected in accordance with the law based on the indications contained in the order confirmation. The customer is responsible for any fines or penalties arising from missing or incorrect indications on the part of the customer.

### 6) Warranty and goods not consistent with the order.

Warranty for defects or lack of promised quality shall last for 12 months from delivery of the goods. Elektrozubehör S.p.A. reserves the right to assess the nature of the defect found. When the defect results from an intervention, repair or improper use or if it arises from carelessness, incompetence, negligence of the customer or its staff while using and/or maintaining the good, Elektrozubehör S.p.A. shall not be deemed bound by any obligation or form of warranty. The warranty is valid solely when the buyer is up to date with payments.

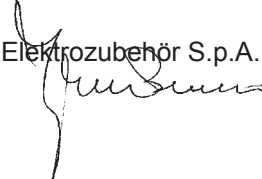
Any complaints relating to divergences between the good ordered and that delivered must be made at the time of delivery and written down on the delivery notes. No product may be returned without the prior written consent of Elektrozubehör S.p.A. The good must be returned within 30 days in their intact original packaging and must be accompanied by both the return number issued by our Quality Office and a note containing the description of the defect. Failure to do so shall result in Elektrozubehör S.p.A. charging the customer for the respective repackaging costs. Late complaints shall be ineffective and Elektrozubehör S.p.A. may refuse the return of the good.

### 7) Personal data processing.

In accordance with Art. 13 of Legislative Decree N. 196 of 30 June 2003, Elektrozubehör S.p.A. declares that the personal data of the customer shall be acquired, collected and processed, including by electronic means, exclusively for the purposes directly and indirectly connected to the performance of the supply contract in order to carry out the obligations required by law. The data controller is Elektrozubehör S.p.A. The customer may exercise the rights set out in Art. 7 of Legislative Decree N. 196 of 30 June 2003.

### 8) Competent court.

The applicable law governing the supply contract shall be Italian law. The supply contract is subject to the jurisdiction of the Italian Legal Authorities. The Court of Milan shall be the sole competent court to settle any dispute arising between the parties out of the contract.

Elektrozubehör S.p.A.  


Effective date: January 2009.