

## 1. SCOPE OF VALIDITY

The present "General Conditions of Sale" regulate all relations established between COMPONENTI VENDING S.p.A. and the Customer, except where expressly waived due to particular conditions confirmed in writing by the same COMPONENTI VENDING S.p.A.

## 2. ORDERS

The Customer shall submit orders in writing, also by fax or electronic mail. The agreement shall be finalized when the Customer receives confirmation of the order. Unissued order confirmation may in no case be considered as either acceptance or refusal of the order. Every order issued by the Customer and confirmed by the above-mentioned order confirmation from COMPONENTI VENDING S.p.A. shall be governed by the present General Conditions of Sale.

## 3. PRODUCTS

COMPONENTI VENDING S.p.A. reserve the right (at any time and without obligation to give advance notice) to make all those modifications which, under their final judgement, they deem opportune in order to improve the functionality and performance of the Products, also in response to their own technological and production needs.

Any information or data as to the characteristics and/or specifications of the Products contained in any brochures, price lists, catalogues or similar documents are by way of indication and shall in no way be binding upon COMPONENTI VENDING.

## 4. DELIVERY AND TRANSPORT

All deliveries, except where specifically agreed otherwise in writing, are understood to be ex-warehouse of COMPONENTI VENDING S.p.A.

Delivery shall be understood to have taken place at the COMPONENTI VENDING factory, on acceptance of the products by the carrier appointed by the Customer. All costs relating to the transport of the Products ordered are to be borne entirely by the Customer.

COMPONENTI VENDING S.p.A. will take no responsibility for the transport of the Products which shall therefore travel at the expense and risk of the Customer, except where expressly agreed otherwise in writing.

## 5. TERMS OF DELIVERY

The delivery dates envisaged by Componenti Vending S.p.A. are merely by way of indication.

COMPONENTI VENDING S.p.A. will not accept any liability if such delays as may occur are due to uncontrollable or unforeseen circumstances, or in any case to facts independent of the will of COMPONENTI VENDING S.p.A.

In such cases, in entering into the agreement the Customer renounces any indemnity or claim for compensation against COMPONENTI VENDING S.p.A. for direct or indirect damage arising from delays or incomplete fulfilment of deliveries.

Independently of the cases mentioned above, should the Customer become even only partially in default and/or should events occur such as to negatively affect the solvency of the Customer, COMPONENTI VENDING S.p.A., without prejudice to the right to demand correct fulfilment and in any case the right to compensation for damages, on prior notification to the Customer reserve the right to resolve the contract and/or suspend (as per art. 1460 of civil code) fulfilment of their own obligations, suspend deliveries, annul the remaining part of the order and/or claim the entire remaining credit.

## 6. PRICES

COMPONENTI VENDING's prices, unless otherwise indicated, are expressed in Euro and are understood, save where expressly agreed otherwise in writing, to be net of VAT and for products handed over ex-warehouse of COMPONENTI VENDING, net of any expenses for special packaging, customs duties and transport.

## 7. GUARANTEES, COMPLAINTS AND LIABILITIES

COMPONENTI VENDING S.p.A. guarantee that the goods sold are free of defects in material and manufacture, for a period of 12 months from the delivery date, with the exception of the parts subject to normal deterioration in use.

The guarantee undertaken by COMPONENTI VENDING does not include defects and/or damage arising, by way of example and without exclusion, from improper use, abuse or negligent and/or improper storage, or from use not compliant with the technical requirements or following errors in design or manufacture of the apparatus into which they are inserted, and arising in any case from any circumstances independent of COMPONENTI VENDING S.p.A. Any complaint is to be submitted to COMPONENTI VENDING S.p.A. in writing and within the guarantee period.

The Customer shall, for the admissibility of the complaint and to enjoy the guarantee provided for in this clause, prove that the product has been properly conserved and correctly used.

It remains understood that any complaints regarding a part of the Products ordered shall not legitimize the Customer in suspending the payments due; only after making the payments due shall the Customer be able to pursue his right of guarantee.

Any liability that may arise from the Products for events subsequent to delivery, including any damage to things and/or persons (also to accessories of the Products) shall be borne exclusively by the Customer. The guarantee provided shall be limited, as decided exclusively by COMPONENTI VENDING S.p.A., to replacement (with either identical or similar products) or, alternatively, to repair at the COMPONENTI VENDING S.p.A.'s premises or, again alternatively, to the refund of the amount paid by the Customer and corresponding only to the price of such products as are defective. Any further and/or greater liability is excluded, such as compensation for any damage (direct/indirect, damage due to loss of production, loss of profit, consequential damage).

## 8. RETURNED GOODS

No return of goods (request form on [www.compo.it](http://www.compo.it)) will be accepted unless it has been previously authorized in writing by COMPONENTI VENDING, in the absence of which the goods will be returned to sender with debit of transport expenses.

Should a goods return authorization number be communicated to the Customer, this number is to be stated both on the packaging and on the documents accompanying the returned products, which are to be returned whole, untampered with, not welded, complete with any accessories and in appropriate packing conditions. The allocation of a goods return authorization number does not in itself imply acknowledgement of the defect/ flaw and consequent recognition of guarantee rights.

In case of authorized return of goods, the shipping expenses shall be borne entirely by the Customer.

COMPONENTI VENDING reserve the right to examine the returned product that is claimed to be defective. Should it be shown that the alleged defect/ flaw is non-existent and/or that the guarantee times have not been respected, COMPONENTI VENDING S.p.A. reserve the right to send it back to the Customer, who shall entirely bear the entire transport expenses of the returned goods.

## 9. PAYMENTS

Payments shall be made, unless otherwise agreed in writing, completely, according to the manner indicated in the relevant supply contract conditions.

The minimum value for an order is Euro 150.00.

Delay in payment, even in part, of invoices beyond their expiry date shall give rise, save compensation of any greater damages, to the immediate effectiveness of arrears interest in the degree determined by D.Lgs. (legislative decree) 231/2002, without any need for formal notice of default.

Should COMPONENTI VENDING not exercise their rights in case of default by the Customer, this shall in no way limit/prejudice the right of COMPONENTI VENDING in case of persistent default, i.e. if this should recur also at a subsequent date.

## 10. INDUSTRIAL PROPERTY

The reproduction and/or dissemination to third parties, whether totally or in part, of the technical documentation, data, drawings and of any other information owned by or of concern to COMPONENTI VENDING S.p.A. (whether in paper or electronic form) is prohibited and in this respect the Customer undertakes to take all the appropriate precautionary measures both towards third parties and towards his own personnel on order to guarantee their protection. The Customer also undertakes to maintain strictly confidential any reserved information and/or documents relating to products and designs and not to provide "samples" to third parties, except on written authorization by COMPONENTI VENDING.

## 10. APPLICABLE LEGISLATION AND COURT JURISDICTION

The present General Conditions of Sale and any Sale Agreement are governed and interpreted according to the legislation of the Italian Republic.

For any dispute between the parties concerning and consequential to the present General Conditions of Sale and to the sale agreement, jurisdiction shall be exclusively that of Milan district Court, Italy.

## 11. PRIVACY

Personal and sensitive details of Customers, however communicated (by fax, telephone, email etc.) will be handled by COMPONENTI VENDING S.p.A. in compliance with D.lgs. 196/03 and only for duties connected with the activity carried out by COMPONENTI VENDING S.p.A.