

CEB S.R.L. GENERAL TERMS OF SALE

1. APPLICATION of the GENERAL TERMS

The General Terms of Sale are an integral part of the specific contracts or individual agreements between CEB s.r.l. (Hereafter referred to as "CEB") and a third party (hereafter referred to as "Customers") and govern all the relations between CEB and the Customer, if not explicitly repealed in part by specific written conditions by CEB itself. Possible other agreements than General Terms prevail upon those.

The override of a sole disposition of the General Terms determined by other agreements does not prejudice the other ones.

2. ORDERS

CEB considers the order accepted only after the issue and sending by fax or email to the Customer of the regular 'Order Confirmation'.

Without the specific Order Confirmation by CEB, the Customer cannot consider his order accepted. The possible orders taken on by intermediaries can be finalized with the sending of the Order Confirmation by CEB.

Possible information or data about the characteristics or technical specifications of products in catalogs, brochures, price lists or similar will be bound only in so far as they will be explicitly confirmed in writing by CEB.

3. DELIVERY

The delivery terms provided by CEB are indicative and not essential. Thereby CEB cannot be considered responsible for damages and/or any other penalty deriving from a delay in delivery.

CEB does not take charge of any burden or responsibility for any economical damage caused by possible delays in delivery, when communicated on time to the Customer.

CEB reserve the right of making partial deliveries with consequent issue of invoice, which has to be paid under the terms agreed at the moment of the confirmation of the order.

The delivery of a less amount of products than what was ordered does not free the Customer from the obligation of accepting the delivery and paying the delivered products.

Unless explicit written counter agreement, the evasion of the order by CEB beyond the delivery terms will not give the Customer the right of asking the resolution of the contract.

4. RISK TRANSFER

The risks related to the price or the performances in case of loss or damage of the goods are transferred to the Customer upon delivering, i.e. upon the exit of the good from the CEB firm with delivery at the first carrier or under the "Directive 199/44/CE of the 25/05/1999 on certain aspects of the sale of consumer goods and associated guarantees".

5. RETURNED GOODS

Any returned good must be previously agreed and approved in writing by CEB. Returned products are always meant EXW by CEB in Brescia and must be in their original packaging and packed up so that the product will not undergo any damage, otherwise the Customer will be responsible for it. If the returned products are supposed to be faulty, a detailed description of the alleged fault must be included in the packaging together with the return good. The returned goods without any justification will be sent back to the Customer and the costs will be at His expenses.

6. WARRANTY

CEB guarantees the correct functioning and the absence of faults of its products as they leave the factory. CEB provides a 12 months warranty starting from the selling date for all the ECOSTRING family's products. The documents attesting the warranty are DDT of forwarding or the original invoice. The warranty will be considered valid under the following terms:

- 1. Model, serial number and batch on the label attached inside the device must be preemptively communicated to CEB.
- 2. The warranty is meant EXW by the company's base in Brescia.
- 3. The return under warranty must always be preemptively authorized by CEB.
- 4. The product must have been correctly installed as shown in the manual.
- 5. The maintenance of the product must be done periodically (at least once a year) starting from the 12th month after the start-up and by qualified operators for the control of chucks and of the superficial pollution of the components.
- 6. The product must be returned to CEB intact and properly packed up, including the manual and the respective installation/start-up and periodical maintenance modules duly filled.

7. FORFEITURE OF THE WARRANTY

- 1. Disrespect of the previous points;
- 2. Absence of the identifying label of the product;
- 3. Damages caused and/or connected to unpredictable circumstances and not depending on CEB itself as well as by atmospheric, environmental or catastrophic events, wars, intentional damaging, vandalism, wrong or inappropriate uses.

8. PRICES AND TERMS OF PAYMENT

Prices are meant EXW by the CEB base in Brescia, not including VAT.

Expedition's expenses are in charge of the Customer.

Except for different agreements set in writing, the payment of invoices are meant maximum within 30 days from the invoice's date.

9. RESERVE OF PROPERTY

The delivered goods remain CEB's property until the invoiced balance has been paid.

10. CONFIDENTIALITY

Each party commits itself in not using, revealing, disclosing and/or spreading directly, indirectly to a third party, through a third person, agency or company, with any means or in any ways the objectively or subjectively confidential news and/or information, of which they have gained knowledge on the occasion of and/or at the fulfillment of the existing or elapsed contract between the two parties themselves.

11. PRIVACY INFORMATION

In accordance with the article 10 I. 675/96 and following modifications, be it further known that personal data collected will be computer processed for: the fulfillment of all related contractual and law obligations; pre-contractual data collection's purposes, included the economic-financial evaluation; verifying the means of payment of the stipulated contracts; commercial and promotional communications.

Data providing is discretionary, without any consequence in case of denial.

12. USE AND INDEMNITY'S LIMITATIONS

The products sold by CEB have to be used only and exclusively for the purposes they have been realized for. In case the Customer uses or resells the products made by CEB for nonstandard purposes, he will do that at His own and exclusive risk with all the consequent responsibilities. In case of disrespect, the Customer will have therefore to consider CEB as absolutely unharmed by any possible (direct and/or indirect) damage, cost, responsibility, which could follow the usage of the products in violation of the present clause.

13. APPLICABLE RIGHT

Italian laws will discipline the contract, unless different agreements set in writing between the parties occur and insofar it is allowable.

14. COMPETENT COURT

For any controversy the only competent court will be the one in Brescia, Italy.



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