



GENERAL SALES CONDITIONS

1. VALIDITY

These General Sales Conditions are applicable to all Sales Contracts between CAP IT S.r.l. and the Purchaser, save any modifications agreed upon in writing.

2. QUOTATIONS, ORDERS, ACKNOWLEDGMENTS

Any Quotation is valid only as an information and does not involve any obligation for CAP IT. If it is not differently indicated, they are valid for 60 days.

Purchasing Orders to CAP IT can be sent in writing (fax or e-mail) or orally by phone, but they must always indicate clearly type of good, description, code, quantity of pieces and any other detail could be useful for the correct development of the Order by CAP IT.

If an Order refers to a Quotation, this must be clearly indicated. Differently, in case of difference between a quotation and an Acknowledgment, it will be solved with the most favourable to CAP IT.

Any Order can be considered accepted and perfected only with CAP IT Acknowledgment, always sent, in writing by fax or via e-mail.

Only this Acknowledgment can be considered binding for CAP IT, according to terms and conditions there indicated and only when the Purchaser has complied with economic and financial conditions in it contained.

3. PRICES AND CONDITIONS

If there is not a dedicated Quotation, the prices will be those referring to the Customer personalized Price List (or, if not existing, to the General Price List), valid at the moment of the Order. Different prices can be agreed in writing with the Acknowledgment.

CAP IT can modify its Price Lists in any moment, submitting the modification to the approval of the Customer. Obviously, if the Customer does not approve the modification, CAP IT can refuse to confirm Orders coming from this customer, if different from the new Price List.

If not differently agreed in writing, Prices do not include shipping and packaging costs, bank fees, VAT and any other not clarified cost.

The minimum amount for any single Order is Euro 150,00.=, after any discounts.

4. TERMS OF DELIVERY

The time of delivery are indicated in the Acknowledgment and starts from the date of it.

This time of delivery is binding a part from any event caused by force majeure and is accomplished upon delivery to the carrier, to which any claim regarding the condition of the goods must be made.

Any single Order or item or order is considered autonomously and independently from one another. CAP IT can deliver them also separately, if the Purchaser has not clearly asked in writing that wants a unique delivery.

The delay of delivery does not produce a right to damages, whatever the cause may be.

5. DELIVERY AND RISK

The goods always travel Ex Works (Incoterms 2010), at the risk and responsibility of the Buyer, even if sent freight-paid or free delivered to the Buyer's premises, also for what concerns the risk of perishing or damage.

6. PAYMENTS

The Buyer must remit the payment according to what indicated in the Acknowledgment. Any risk or fee related to the payment are at his expense.

Any objection about the good does not allow a delay in payment.

In case of delay in payment beyond the stipulated due date, CAP IT will debt the Buyer, from the date of expiry, with interests according to Laws 4 and 5 of the D.L.231/2002 and will be in the right to stop, without any notice, the delivery of goods, according to the Law 1460 c.c., with the exemption from any other contractual obligation.

CAP IT will be also in the right to ask damages to the Buyer for the not completed part of the supply.

7. INSOLVENCY OF THE BUYER

If the Buyer should go in state of liquidation, transformation, fusion or bankruptcy or incur judicial or extra-judicial proceedings, CAP IT will have to be informed immediately by a written communication and will be in the right of giving up the contract with a written communication.

8. RETENTION OF TITLE

The products delivered remain in property of CAP IT until complete payment of the total amount of the supply, included fees and any other cost connected.

In case of executive proceedings regarding the products delivered, CAP IT must be immediately informed.

9. GUARANTEE

CAP IT guarantees the conformance of the products to the data sheets and to the documents of the supply and the lack of flaws and defects coming from production.

CAP IT does not guarantee the suitability of the product to the use that the Buyer wants, except if this destination is clearly indicated in the documents of the supply. The guarantee is valid for the period in accordance to the Law in force and will be in any case excluded when the product has been tampered or restored by the Buyer or others without a specific authorization coming from CAP IT.

The guarantee declines also for insufficient, untimely, inappropriate or non-made maintenance, non-correct use that deteriorates its functional capacity, damages deriving from carriage or for flaws deriving from any other reason different from defects of production.

The guarantee declines also if the label eventually existing should be tampered or removed.

If every requirement for guarantee exists, CAP IT will restore or replace the product, free of charge except for the shipping costs, that are in charge of the Buyer.

10. LIMITATION FOR REQUEST OF DAMAGES

In any case, even if there are flaws deriving from defects of production, CAP IT won't be responsible for damages occurred to the Buyer or to others for the consequences of the usage of the product questioned, such as, only for example, and not as a limitation, direct or indirect damages to things, standstills of production, costs for technical actions, etc.

11. RESTITUTIONS

Possible complaints, different from the conditions regarding the Guarantee, must be made within 8 days from the arrival of the goods.

Anyway, restitution of goods must be always authorized in writing by CAP IT.

The products returned will be collected by CAP IT only if complete, intact, perfectly functioning, with its original package, only with CAP IT labels, if existing, without any other adhesive or other type label.

If one or more of the above conditions does not occur, CAP IT can indisputably refuse the restitution, totally or partially, and ask the Buyer to pay the good.

Shipping costs for restitutions of products that must be checked or restored are always at the expense of the Buyer.

12. APPLICABLE RULES

Supplies made by CAP IT are regulated only under the Italian Law, even if made between CAP IT and foreign subjects or companies or intended for to be used in foreign territories.

13. QUALIFIED COURT

Any lawsuit will exclusively come in the jurisdiction of the court of Milan.

Every acknowledgment will explicitly quote these General Sales Conditions.

Consequently, any objection must be made within 5 (five) days from reception of goods. Differently, the Buyer declares that these Conditions have been known and entirely accepted.

According to laws 1341 and 1342 c.c., the Buyer also declares that he expressly accepts the following dispositions:

1),2),3),4),5),6),7),8),9),10),11),12),13).