

GENERAL CONDITIONS OF SALE

1. SETTLEMENT

The present general conditions of sale make integrant part of all the agreements signed by Camerson S.p.A. (hereinafter called "Camerson") also for orders received by telephone, email and fax.

Camerson Sales Agents (hereinafter "Agents"), unless different authorisation, should respect the present conditions of sale.

2. SIGNATURE OF THE AGREEMENT

The enquiries sent to Camerson doesn't represent any proposal of agreement or sale order.

For such enquires Camerson should supply the requested information and this communication will be, according to and for the effects of the Italian art. 1326 c.c., as proposal of agreement that will be valid within 30 days.

After such term, without receiving acceptance, the proposal will decline and become ineffective.

If the purchaser would like to bring modifications or prepare new enquires, these will be estimated according to the enquiry and therefore Camerson will send a new proposal referring to the conditions herewith described.

Once the agreement has been signed, the purchasers couldn't unilaterally withdraw from the same one.

Each single order or delivery should be considered autonomous and independent from each other.

If the customer doesn't pay an expired invoice, Camerson according to the art. 1460 and 1565 c.c., reserves itself the right to interrupt eventual further deliveries. For slight and not paid expired debits, Camerson should interrupt the agreement, upon right warning of 20 days.

Camerson according to its unobjectionable judgment, could refuse to supply further products, if the Customer was previously defaulting, booked in the protests registry or subject of executive procedures, if it has petition or concorsual procedures in quality of company's holder or managing director of the society, for technical-organizing reasons or for every other reason for which Camerson should consider unprofitable to settle the agreement.

3. TECHNICAL CHARACTERISTICS OF PRODUCT

All the products are in the observance to the technical characteristics mentioned in the catalogues and in the technical documentation of Camerson. Weights, dimensions and illustrations are for indicative and not binding aim.

All products, marked according to the obtained homologations, are tested by Camerson before the delivery, following the requested modalities by IEC.

Camerson is not responsible for defects or for the non-working of products and/or supplied materials, coming from an unsuitable use of the same by the Purchaser, or due to the non-observation from them of the eventual detailed lists in the use of the same products.

4. RESPONSIBILITY

Camerson doesn't assure anyway that products purchased by Customer compare to the devices and services supplied by different companies, except by other agreement.

5. DELIVERY OF PRODUCTS

Delivery time agreed by each part, where not expressly indicated as essential according to and for the effects of the Italian art. 1457 c.c., will be respected with the professional and utmost care, as possible as for the production capability.

Products will be delivered Ex-works Camerson with the exception due to different agreement.

In case of delay in delivery or in the loading of goods from part of the Purchaser, Camerson or its Agents, upon written communication that the goods is ready for the collection, should be considered uninjured from every prejudicial consequence, included the charging of eventual fitting and storage costs.

Likewise, from this moment, the storage of the goods will be charged at under the responsibility and risk of the Purchaser.

6. COMPLAINTS

Eventual complaints or differences of delivered products (included also those regarding the condition of packing) should be peremptorily declared to Camerson (or to the Agent who sent the order confirmation) by registered letter or fax, to send within eight days from receipt or from discovery of defects.

7. REPLACEMENT AND REPAIR OF PRODUCTS

In case of serious non-working goods, if they cannot be repaired, the same one should be rendered in the original packing previous expressed authorisation of Camerson.

The material should arrive to Camerson plants ex-works.

The seller, previous verification by a technician responsible, in case the repair can be made and this is not included between those expect under the guaranty, will send to the purchaser an estimate with costs and times of delivery for the repaired materials that need to be approved by the buyer *ex* Italian art. 1326 c.c.

8. EXPRESS RESOLUTIVE CLAUSE

Expect by the right to obtain the payment of what due with arrears interest *ex* Italian D. Lgs. 231/02 and the refund of the damage, the shortage or the delay in payment of all or just in part of one only invoice by the Purchaser, gives the right to Camerson to be in force to conclude the agreement, according to the effects of art. 1456 c.c., without any expenses to own charged.

9. PENAL CLAUSE

If the Client after accepted the offer, refuses before the delivery of goods, to give complete or partial execution to the contract, Camerson will have the right, except the refund of further damage, to a penal payment fixed until now as:

- 30% of the total order amount if the refuse or delay of order is within 4 working weeks from the delivery according date.

-80% of the total order amount if the refuse or delay of order is within a period lower than 4 working weeks from the delivery according date.

Camerson reserves itself the faculty to solve the sale contract, keeping back the goods, except the major damages.

10. PERSONAL DATA

The Client confirms that information and personal data communicated to Camerson are filled of fully respect of the in force Law for the treatment of personal data and of any other applied Law. In Camerson will be taken and booked personal data and commercial reports concerning the current contract in order to fulfilled the fiscal duties. Data will be inserted in a list, where personal data of parties are collected. The bestowal has an obligatory nature to consent the fulfilment of legal duties deriving from the execution of duties consequent upon the contract. In case of refuse to give personal and fiscal data Camerson won't be able to furnish any services. After the accord of personal data treatment the client have right to what estimated in the Italian Art. 7 D. Lgs. 196/03, afterward reported:

"The customer has right to obtain the confirmation of the existence of personal data regarding it, also if not still registered, and their communication in intelligible form (*comma 1*);

The client is entitled to obtain the indication: origin-point of personal data; finality and modality of the treatment; logic applicated in case of treatment made with electronic instruments; references of the owner, of the responsible and of the managing director according to the art 5, comma 2; of the subjects or class of subjects that personal data can be communicated or that can be acquainted by self-knowledge in quality of designated director in the country, of responsible or entrusted (*comma 2*);

The client has right to obtain: up-date, rectify or, when there is an interest, data integration; annulment, the trasformation in anonym form or the block of data treated in violation of law, including these that is not necessary the conservation, dealing the aims through data have been taking or subsequently treated; attestation that the operations of letters a) and b) have been taken in knowledge, also for the content of those which data have been communicated or diffused, excepted the case that the fulfilment is impossible or involve an use of means disproportionate respect towards right of tutelage (*comma 3*);

The client has the right to oppose, for all or just in part: for reason lawful to the treatment of personal data regarding it, relevant to the collecting purpose; the treatment of personal data concerning it for advertising materials or direct sale or for the completion of market research or commercial communication (*last comma*).

11. COMPETENT FORUM

For any dispute rising or deriving from the application of the present agreement, is adequate in exclusive way the Foro of Turin.