



Delco Sistemi s.r.l. Sale Conditions

The responsibility of Delco Sistemi S.R.L. (seller) resulting from any sale of products to the client (buyer) is expressly limited to what indicated as follows, eventual buying conditions and clauses indicated in the orders of the clients received will not be considered valid so inapplicable.

The General Sale Conditions will be applied to all the transactions concluded between the seller and the buyer without the necessity of an expressed reference to the aforementioned transactions or a specific agreement. Any condition or term that differs will be applied only under the seller's written consent.

1) OFFERS, ACCEPTANCE AND CANCELLATION OF THE ORDER

a) The seller's offers are not to be considered constraining, in particular as reference to the quantities, the prices and the delivery terms.

b) If not differently specified, the validity of the seller's offers will be intended as up to 7 (seven) days and in any case

c) The orders made by the buyer will be considered accepted only after written confirmation of the seller. When the seller will not provide with the written confirmation of an order, the emission of the invoice by the buyer or the execution of the order by the buyer will be considered as confirmation.

d) The orders and/or the order's modifications made verbally or by phone have to be subsequently written by the seller. If this is not the case, the seller will not take any responsibility for the eventual mistakes or misunderstandings.

e) The orders received can be undone or rescheduled by the client only after the seller's written consent as the commercialized product might be: of scarce availability, of difficult relocation, obsolete, N/C components, N/R (not returnable) components, N/R (not re-archived).

The consent might require a fee if the annulment of the order involves costs and charges for any obligation taken and will be paid by the Client to the Seller.

The client's request of rescheduling the deliveries are subject to the acceptance of the seller at his only discretion.

2) PRICES AND PAYMENT TERMS

a) The prices of the products do not include IVA which has to be paid at the moment of the delivery or in conformity of the specific dispositions indicated on the invoice.

b) Taxes, shipment, insurance, installment, formazione all'utente finale, post-sale service are not included in the prices if not listed separately.

c) In the case of delayed/failed payment the Seller will reserve the right to apply interests on arrears on delayed payments starting from the date in which the right to payment expires, estimated based on the official rate of the European Central Bank increased by 7 (seven) points.

If the buyer will not make the payment according to the terms and the modalities decided by the seller or if the activity of the buyer does not conform to the ordinary process of business, with this intending, without any limitation, the emission of seizures or of complaints, or when the payments are delayed or there is the solicitation or promotion of competitive procedures, the seller has the right, at his discretion, to suspend or cancel eventual deliveries and to declare any claim deriving from the business relationship immediately payable. Furthermore in the mentioned above cases, the seller can request and advance payment or a deposit as a warranty.

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3) TERMS OF DELIVERY AND ACCEPTANCE OF THE PRODUCTS FROM THE CLIENT AND WARRANTIES

- a) If not differently written decided, any term of delivery indicated will not be binding for the seller
- b) The seller will reserve the right to make rational partial deliveries
- c) Any responsibility of the delivery deriving from major force of form others unpredictable events not attributable to the seller, including, without any limitation, strikes, lockouts, allocations of the deliveries done by the producer, dispositions of public administration, subsequent blockages of the possibilities to export and import, considering their duration and their range, release the seller from the obligation to respect the delivery expiry date agreed.
- d) At the moment of the delivery of the products, the buyer will have to immediately:
- Verify the quantity and the packaging of the products and register any objection on the delivery note
 - make a compliance check of the products compared to what ordered and register any difference on the delivery note
- e) In case of complaint of vices the buyer has to follow the procedures and the terms written below:
- The communication has to be made within 3 (three) work days starting from the delivery day of the products from the buyer. If the notification of a vice that, despite the initial inspection, has remained concealed, the notification has to be made as soon as the working day in which the vice has been found, and in any case, not after 30 (thirty) days after the delivery day.
 - The detailed communication has to be forwarded in written form to the seller within the terms clarified above. Any communication by phone will not be accepted.
 - The communication has to specify clearly the typology and the amount of the failure analysis.
 - The buyer agrees to make the contested products available to be inspected; this inspection will be done by the seller or by an expert chosen by the seller.
 - No complaint with reference to quantity, quality, typology and packaging of the products can be made except through the communication written on the delivery note, in conformity to the procedure cited above
 - Any product for which no complaint has been raised in conformity to the procedures and terms cited above will be considered approved and accepted by the buyer.
 - Eventual damages evidently caused by the transporters will have to be immediately contested to them and the selling part exempted.
- f) No complaint regarding eventual vices or differences can be brought to court, not even exceptionally, if the regular payment of the whole price of the products to which the complaint is referred will not have taken place
- g) As marketer, the seller will not release any warranty, including in case of imported material, prior to what indicated in point 3 (three). In case of malfunction, defects or hidden vices, the responsibility of the seller deriving from the sale is limited expressly to the refund of the purchase price or, at his own discretion, to the eventual substitution of the product. None will be due to: costs incurred by the buyer for re-elaborations, costs incurred by the buyer for the goods collection, buyer's requests for the damages deriving from loss of profits, buyer's requests for demanded damages from third parties or other eventual damage requests.
- h) The information in the labels put by the seller are to be considered indicative and subject to mistakes, they do not confirm or certify any characteristic of the product. The seller does not substitute in any way the producer, as regards to the information written on the label. It is the client's duty to verify the conformity of the material received, regardless of what written on the label by the seller.
- i) For hard-to-find material or with data code over 18 months, only the seller can decide if the goods will be offered on view account.
- If the buyer will accept the material in view account, the following modalities will be valid:
- The buyer agrees to communicate the conformity or not of the goods within 10 (ten) days from the receiving of them.
 - If the buyer communicates the conformity of the material, it will be billed and no posthumous disputes of any sort nor substitutions and refunds of any nature will be contemplated.

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- After 10 (ten) days from the receiving of the goods in vision, the material will be billed automatically having received no communication about it from the buyer and no posthumous complaints of any kind will be accepted.

- If the material will result to not be conform, the buyer agrees to give a technical report in which every problem encountered is listed in detail.

- n the case of not conform material, the buyer agrees to return the entire quantity (not conform quantity) even if re-elaborated/unsoldered, the eventual quantity that has not been returned will be considered and billed as conform.

- Anyway, no contributions for eventual re-elaborations will be recognized to the buyer, who has been informed (through communication of the delivery on view account) of the possible not conformity of the parts.

j) For the products of the Delco Lighting Division the warranty is equivalent to 12 months starting from the date of the delivery. This service is done in the operational headquarters of the seller (viale delle querce, 7 – 31033 Castelfranco V.to) and includes the manpower, the costs derived from the repairing and/or substitution of parts of all the products that present a factory defect (differences regarding the specific techniques of the product). Any damage or both electric and mechanical failure due to improper use are by all means excluded. Eventual costs for the product's transport brought to the operational headquarters are to be paid by the buyer.

k) For any controversy whatsoever, the Tribunal of Treviso will exclusively have the jurisdiction.

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