

SACET Srl GENERAL CONDITIONS OF SALE

Introduction:

Sacet Srl's supplies (hereinafter called "Seller") are governed by following conditions. Any additional clauses containing special conditions and / or deviate from these General Conditions, shall be considered valid only if expressly agreed and approved in writing by the parties, with separate communication.

Orders and products:

The Products subject of these sales are those specified in the catalogue of the Seller or on the Seller's web site(www.sacet-probes.com), or eventual special versions required by the Purchaser and verified at the moment of the offer. Orders are accepted in writing only and are confirmed with an "order confirmation", written as well, which will indicate all the Sale Conditions and Terms of Payment.

Prices and payment conditions:

The price of goods is the price set out in Seller's price list published at the time of the order. The Seller reserves the right to revise the prices of goods upon expiration of the prices' validity shown in the price list or in the quotation. If there is an increase in the cost of raw materials required to produce goods, the Seller may increase the price of goods ordered by the Buyer to reflect the increase in the cost of raw materials. Prices are in Euro and do not include VAT, taxes, custom duties, all costs or charges in relation to loading, unloading, carriage or other charges which may be added to products in the country of Purchaser. The Seller also reserves the right to change the terms of payment of the Purchaser when, in its opinion, the financial conditions of the Purchaser and records of previous payments suggest that it is expedient to do so. For payments from abroad, expenses for the transfer of funds from the foreign bank to the Italian bank will be sustained entirely by the Purchaser, where not otherwise agreed. The failure to pay entitles the Sellers to suspend performance of any other supplies already agreed but not yet executed. In case of failure to pay, the Seller can cancel the contract.

Delivery Terms:

The delivery terms specified in the order confirmation are not binding. In no event the Seller shall be liable because of delay due to Manufacturers of goods or to any transport problems. The delayed delivery in no event entitles the Purchaser to cancel the order.

Claims and returns:

The Purchaser is obliged, upon receipt of the goods, to do checks and acceptance tests on them. Any found defects should be reported to the Seller according to the Civil Code. Complaints or objections do not allow the Purchaser to suspend the payment of the invoice of the claimed goods. Goods cannot be returned without written consent of the Seller and, in the event of justified complaints, the Seller will only replace or repair the parts admitted as defectives (sent back to the Seller's warehouse).

Warranty:

Supplied products are guaranteed from defects for 12 (twelve) months from the date of the transport delivery note, with the exception of damages caused during transport, caused by forcing, neglect, negligence, incorrect installation, clumsy or not authorized repair's attempts, not conforming use to proper one or different from that originally planned, or by exceeding, even for short periods, the product's characteristics. The Seller is not liable for any damage to things or people for improper use. The Seller will not, in any circumstances, be liable for indirect and consequential damages nor for damages such as, without limitation any loss of reputation, loss of use or loss of production, or loss of goodwill, or loss of profit, or loss of contracts or business, or loss of revenues, or loss of anticipated savings, or increase in operating costs, or financial or economic loss. The Purchaser has also the duty to set up all additional security measures for the implementation of the products supplied by Seller. Other warranties and remedies are expressly excluded, including any warranty concerning products marketability or conformity for a particular purpose and any additional compensation or indemnification. The Purchaser is responsible for satisfying itself the conformity of the goods for its application. By virtue of the present contract, the total aggregate liability of the Seller will not in any event exceed the amount paid by the Purchaser for the supplied goods.

Applicable Law and Jurisdiction:

Concerning all matters not specifically considered here, please refer to the Italian law. The Parties submit any dispute to the exclusive jurisdiction of the Court of Belluno.