

# General Conditions of Sale



## 1) GENERAL

The present General Conditions of Sale must be totally applied to each contract entered by N.E.T. srl, except for special written derogations, which however are valid only for single contracts. In case of disagreement, the General Conditions of Sale will prevail over possible purchase conditions claimed by the customer. The placement of the order implies the total acceptance of the present General Conditions of Sale. If the terms of payment provide the payment of a first instalment upon receipt of the order, N.E.T. srl has the right to suspend the contract until the instalment has been paid. N.E.T. srl also has the right to make aesthetic /functional changes to the size or the structure of the equipment for technical reasons.

## 2) PRICES

Prices can be modified without giving any notice to the customers, if N.E.T. srl has suffered higher costs, or in case of variations of the exchange rate of foreign currencies. Prices do not include transportation, VAT and other accessories. Prices per quantity are meant for orders placed in a single solution and cannot be cumulated.

## 3) ORDERS

Orders for a total net amount lower than € 500,00 must be paid in advance.

## 4) SHIPPING

Goods are meant ex factory CORNAREDO (MI-ITALY). Goods are always dispatched at the Customer's own risk and, in the event of C&F terms, all charges will be debited to the Customer. Complaints relevant to the supplied goods must be addressed within a 15 day's time after the collection of the objected lot and in any case not later than 30 days after the shipment from N.E.T.'s warehouse, otherwise they cannot be considered valid.

## 5) PACKAGING

Packaging is debited at cost.

## 6) PAYMENT CONDITIONS

Payments must be made, written instructions excepted, directly to N.E.T.'s domicile according to the established terms and conditions. In case of delayed payments, finance charges will be debited. In this case, N.E.T. srl is not obliged to provide a guarantee for the supplied goods and has the right to suspend all the supplies relevant to the orders to be fulfilled for the Customer. Complaints relevant to one or more lots do not entitle the Customer to suspend the payments.

## 7) RETURNED GOODS

Returned goods are accepted only if previously agreed, and in any case, always at the Purchaser's expense. Purchaser will assume charges for freight both to and from N.E.T.'s warehouse, on warranty and non-warranty work.

## 8) CANCELLATION OF THE SUPPLY CONTRACT

In case of unpaid checks or bills, composition before bankruptcy or bankruptcy, N.E.T. srl has the faculty to cancel the contract unilaterally by means of a written communication to the customer.

## 9) RIGHT OF OWNERSHIP

The property of the goods shall pass to the Purchaser when the goods have been paid in full. In case the Customer cancels a contract, N.E.T. srl will consider all the payments made in advance as compensation, if not differently established by the art. No. 1526 of the Civil CODE.

## 10) GUARANTEE

The company warrants that at the time of delivery, the product will be free from defect in design, materials or workmanship. Goods are supplied with a twelve-month guarantee from the date of production with additional period agreed from the parties.

The guarantee however is not valid for articles that have been broken, repaired by a third person or not used according to the instructions. Defective products can be returned to N.E.T. srl only by previous agreement. N.E.T. srl has the right to replace or repair all the products that, according to his unquestionable judgement, are found to be defective, without being held responsible for any possible direct or indirect damages suffered by the Customer. According to the above-mentioned guarantee, shipping and packaging charges and any other incidental expenses for the products returned to N.E.T. srl will be at the Customer's own risk and charged to him.

The foregoing guarantee shall not be applied if the buyer has failed to comply with any instructions or product literature supplied with the products relating to the storage, installation, operation, maintenance, or servicing of the products.

Each product has its own expected life time, see characterization data. This life time should not be confounded with the period of guarantee described above.

Under a written agreement, NET can allow to the user the recalibration of some products; in this case NET will be no more responsible for the calibration of the product, while the warranty on materials and workmanship will still remain valid.

## 11) DELIVERY TERMS

The delivery terms mentioned in the contract are only approximate and therefore can be influenced both by the production level reached by N.E.T. srl and by acts of God or events such as strikes involving N.E.T. srl' staff, customs, carriers and forwarding agents or legislative measures and natural calamities.

N.E.T. srl therefore cannot be held responsible, in any case, for direct or indirect damages caused by delayed deliveries. Delayed deliveries do not entitle the Customer to cancel the contract totally or partially. Deliveries can be fractionated.

## 12) LIMITED LIABILITY

Signing the contract, the Customer accepts all the legal limitations, the directions for use and safety regulations relevant to the supplied goods. N.E.T. srl therefore cannot be held responsible in case of misuse or of impossibility of performance of the supplied equipment, thus the Customer is not entitled in any case to claim any refund for direct or indirect damages caused by misuse or impossibility of performance relevant to the supplied equipment.

## 13) PRODUCT FEATURES

As our products are subject to continuous innovations and improvements in all their parts, features and design can be changed without notice.

## 14) PLACE OF JURISDICTION

In case of controversy, whatever the place, the contract is meant to be signed by our domicile in MILAN. Complaints therefore must be addressed to the MILAN law court.