

GENERAL SALES CONDITIONS

1- Each and every Sales Contract with TECTOR srl is regulated by the present general sales conditions in conformity to and derogated to International Conventions. Said conditions are integrally recalled in the following chapters.

2- Each and every Order Confirmation or contract proposal even after verbal or written request by the Buyer, will be always sent by Tector srl in writing to the Buyer by mail and when necessary anticipated by fax or E-mail. Said document is considered as accepted in each part with the return of a copy signed for acceptance, even by fax or E-mail, by the Buyer. Should a copy not be returned countersigned by the Buyer, the supply contract is to be considered concluded care of the Tector srl, Lequio Tanaro, Italy. The order Confirmation or proposal is irrevocable and cannot be revoked unless such a request in writing is sent to Tector srl within eight days of receipt of Tector's Order Confirmation. No challenge in merit to the contents of the Order Confirmation can be accepted after five days of receiving the countersigned copy or, in any case, after the conclusion of the contract even if the contract has been concluded in another format (Art. 11 Vienna Convention), since Tector srl may have already commenced the manufacture of the goods described in the Order Confirmation. The Sales Contract is considered concluded when the acceptance of the Order Confirmation or proposal becomes as executive with the acceptance of the same or other form of acceptance including the receipt or acceptance of the goods and the payment of the price.

3- The Buyer must verify carefully all the conditions given in the Order Confirmation or proposal taking particular care as to the type of article, tension, power and the quality of the article so that it corresponds to what the Buyer has ordered. No claims will be accepted in merit to these reasons once the proposal has been accepted or sale documents have been issued. In said case, goods will be replaced only should the goods not conform to the quality of the goods ordered and only for defects imputable to Tector srl and in any case only after agreement with Tector srl management.

4- Goods are considered delivered in the place and at the moment of taking into possession by the carrier, therefore goods travel always at the risk and peril of the Buyer. The conditions of delivery indicated on the sales documents refer to and as specified in the ICC INCOTERMS 2000. The Buyer has to verify the quality of the goods and its conditions prior to accepting goods and if necessary make written reserve to the carrier and advise Tector srl immediately of the reservation made. Any objection regarding the number and the state of packaging delivered will be rejected if the Buyer has not notified the Carrier in writing at the moment of the delivery of the goods. Goods, having verified the reservation, will be returned and replaced by Tector srl free of charge but reserves the right to debit the transport costs directly on the Buyer's invoice should the value of the shipment be less than the minimum agreed value for free house delivery.

5- Delivery dates given in the Order Confirmation or proposal are indicative and formulated on the basis of the workload at the time of issue of the order. These do not oblige in any way Tector srl to refund any presumed damages or penalties due to late or non-delivery. The only acceptance is that the penalty is agreed to by both parties and countersigned by both by separate letter. Should, at the moment that the goods are ready for delivery to the Buyer, delivery not be possible for causes not attributable to Tector srl, delivery of the goods are considered delivered with the simple notification that the goods are ready for delivery and confirmed by registered letter. Having done this, places the Buyer responsible in merit in conformity to the Italian Civil Code Art. 1206-1217 and as of that moment Tector srl can request full payment of for the goods.

6- The quantity of goods indicated in the Order Confirmation can vary in plus or minus within a tolerance of 2% or in function of master cartons so as to allow packaging and complete cartons and in general as established exclusively by Tector srl. Packing, except where explicitly indicated on the Order Confirmation, are considered free of charge. Prices, intended as ex-works unless differently indicated, are indicative and not binding for Tector srl which reserves the right to modify them, following significant increases (at least 5%) of labour costs, raw materials or other cost elements that may have occurred during the period of the contract. Tector srl must advise Buyer with at least 30 days' notice of the expected delivery date to which the price revision refers: the above except in the case of an agreed price for supplies already in progress.

7- Products shown in illustrative materials and catalogues, which fall within the application of European Union Directives 89/336, 92/31 and 73/23 revised in the Directive 98/68 and later modifications, need to be in conformity to the essential requisites of these to be released and installed within the territory of the European Union. Appropriate CE marking on the product and/or on packaging or Instruction sheet certifies conformity to the European Union Directive. Products that do not fall within the EU Directive are in any case, in conformity to Directive 92/89 (General Safety of Goods). Products destined exclusively to countries not adhering to the European Union, and which are forbidden to be distributed within the European Union, respect safety procedures and are duly constructed if installed correctly by expert persons, if used for the purpose manufactured and maintained regularly, ensure the safety of persons and property. It is noted that items that are not indicated for a predetermined use must be handled by expert persons and used strictly for professional reasons. Indications, measurements and product drawings are provided solely as an illustrative purpose and are not binding unless they are measurements and drawings provided by the Buyer for "made to measure" orders whereby prices need to be adjusted accordingly. Tector srl retains the right to make any opportune modification to the product to improve performance and guarantee higher safety as well as to respond to eventual technological or manufacturing requirement. All items are to be installed and connected by professional persons in accordance to "CEI impianti" norms in force at the moment following Tector srl's instructions. Tector srl declines any responsibility for malfunction or damages caused by incorrect installation. It is the duty and care of the installer or who used the product to adopt all the precautions and requirements of the norms cited above and the instructions that accompany the product to ensure that incorrect use or installation do not cause a malfunction placing in risk the safety of property and persons.

8 – LEGAL GUARANTEE - Legal guarantee is given to the final user of the product, for a period of two years from purchasing date and is given for the conformity's defects of the product, for an intrinsic flaw or as a not-responding of the item to which agreed at the moment of purchase. In any case Tector is not responsible for any not-conformed goods, should the purchaser have known or have been aware of this situation at the time of purchase. All complaints in order to presumed faults of the product, and all contestations regarding the goods, must be notified within 8 days of receipt in writing. The guarantee terms will be void should the purchaser fails to notify such defects within this term. The legal guarantee provides for the repairing or replacement of the product not-conformed originally and, when not possible, the reduction of the price or the resolution of the contract.

9 – COMMERCIAL GUARANTEE - Excepted the guarantee's conditions indicated on each single item (enclosed on each single product, that could be seen in any case on the website www.tector.it), and excepted as stated in point 6, Tector srl's responsibility is limited to product defect which become evident during normal usage of the product as set out within the instruction sheet or its correct use as consolidated or say out within the norms referring to it. In particular no responsibility is accepted for malfunction due to atmospheric conditions or natural causes (overloads, lighting, etc), incorrect installation, improper use or not conformed to instruction, non-correct maintenance, tampering of the product, or modifications done without written approval from Tector srl, or product performance drop due to normal deterioration of the product. Light fixture guarantee does not cover glasses or lamps. In any case the guarantee covering manufacturing flaws is intended for a maximum period of two years from the date of manufacture of the product should the Buyer be able to demonstrate the correct storage of the product correct installation and non improper use. The guarantee, at Tector srl's discretion, is limited when faulty product has been returned to reimbursement of the price paid, or the free of charge repair of the faulty product or substitution of the faulty product. Tector will not be responsible about damages imputable to the product or about its not-working, including loss of profit, non-money saving and special damages, indirect or consequent and for eventual indemnity's third-party requests presented by the Buyer. The guarantee becomes null and void if the faulty unit is returned in a bad condition or not integral or conditions not caused by simple use of the product even over time. Should Tector srl not fulfil contract conditions of sale as foreseen by the contract, it is admissible a damages claim, only if fully documented and verified by Tector srl, to a maximum value of 15% of each individual contract up to a maximum value of Euro 15.000,00 no matter how many sales contracts have been made. In order to be able to obtain the rights of this present clause, the Buyer must have fulfilled all its payment at foreseen by the Sales Contract.

10 - If not permitted to return goods unless previously authorized by Tector srl and any returns not authorised will be refused acceptance, as will any returns made within carrier that is not indicated by Tector srl. Goods returned that are fully functional will in any case be accredited only to and not more than 85% of its original price.

11 –Payments have to be carried out as indicated on the Order Confirmation and invoice and in any case at Tector srl's domicile and the agreed due dates. Any bank draft or other form of bank document issued only to facilitate the payment of the credit through banking services do not permit the change its fulfilment of payment domicile. Bank drafts normally have a due date at the end of the month with the exclusion of the months of August and December for which the due date is postponed until the 15 of the following month. Tector srl maintains the right to cancel or postpone the delivery of any order should there be any delays in the payment of previous shipment and until payment has been finalised as is the case for bank drafts or similar that are returned by the bank without being paid or in cases of major force. Should the above occur Tector srl does not in any way justify its postponement or recognise any compensation. Only should the contract not be fulfilled due to Tector srl fault, will the Buyer be compensated for the non-delivery up to a maximum value of 2% of the value of the contract. Should payment become more than 15 days delayed from their due date, as well as any credit retrieval charges, legal interests will be levied. Any partial claims on goods received do not give the Buyer the right to postpone the payment for the remaining part of the order that is conformed in quantity and quality.

12 –Cash payment discount, where foreseen, is rigorously subordinated that payment is fulfilled within 15 days of receipt of the goods after which its validity is null and should the Buyer have deducted such discount must provide for immediate reimbursement of the amount deducted. The Buyer cannot provide any exception to avoid or delay payment beyond the terms established. Apart from as foreseen in Art. 1462 comma 10 of the Italian Civil Code. The missing payment within the terms established even if of one payment, voids the Buyer's right to any benefits he may have had with the established terms. The goods are in any case sold with the clause "conditional sale" in favour of Tector. The ownership will be transferred to the Buyer only after the complete payment of the goods supplied: until this moment, starting from delivery, the Buyer will assume all risks about the goods, vouching about its good preservation.

13 –As the contract is executed through Order's Confirmation filled in Lequio Tanaro, any controversy between the parts, even should the Buyer have its domicile in another country, the legal court is only and exclusively the one of Mondovi (Cuneo), Italy, excluding all other legal courts. Contract with a Buyer in a foreign country and/or for products sold in a foreign country, these are disciplined by International Law recognised in Italy.

Clauses ar art. 2 (contract), 3 (order's verification), 4(delivery), 5 (delivery terms), 6 (quantity and prices), 7 (CE-mark, modifications), 8-9 (guarantee for flaws), 10 (return of the goods), 11 (payment), 12 (missing payment), 13 (legal court) are intended completely accepted and approved as set out in the Italian Civil Code Art. 1341 and 1342, on receipt of goods and present invoice, excepting claims that need to be provided in writing within 8 days of receiving goods or invoice.