

# SUPERVISION EUROPE

2010 General Conditions for sale

## 1. Application

The present General Conditions for sale are integral and essential part of our commercial documents "Pro-forma", "Offer", "Confirmation of order" which describe the contractual goods, prices and technical specifications and the purchase / supply legal terms. With the acceptance of these documents, the General Conditions for sales are accepted as well.

The General conditions for sale are also integral part of Super Vision Europe Price List (as provided under separate cover on pdf file). All orders are subject to the General Conditions for sale stated on invoices and, in any case of any conflict, those Conditions will prevail. The Prices are subject to change without notice, except for the express validity period indicated in the Offer.

## 2. Packaging, freight, handling

The packaging in cardboard is included. Except where otherwise clearly indicated, the Goods are supplied under Incoterms Ex Works Super Vision Europe warehouse - Genzano di Roma – Rome - Italy. Should the shipment be effected C&F with charge of the freight in the Invoice on customer's demand, the Insurance is not covered and the goods travel at customer's risk. The delivery to the customer place indicated in the Order is effected by carrier or at customer's care according to the customer's "Routing Order" which must be sent to our company indicating also its validity, or in the Order itself. Should the instructions of the customers be unclear or not confirmed, Super Vision Europe can use his carriers against charge in Invoice and no claim is acceptable concerning the service costs or quality. The tracking of the goods shipped ex works is at customer's care. Upon collection of the goods the international or national carrier has to verify the conformity of the goods in respect of the Super Vision Europe commercial and shipping documents, as well as the security of the packaging and checks that the goods do not present evident faults. The carrier, signing the Delivery Note document in original and in copy for Super Vision Europe, takes the goods in good conditions and starting from the pick-up of the goods, the customer takes the freight expenses and risks related to the transport at his charge.

## 3. Claims

The freight carrier and Super Vision Europe should be notified upon receipt of damaged freight, discrepancies, or nonconformities within 24 hours. Super Vision Europe can assist in making claims with carriers of agents in the event of any loss or damage.

## 4. Delivery time

The delivery terms are communicated on request of the customer and are to be intended as an estimation of the order processing time, not delivered at the customer's place. The delivery times are not binding except where otherwise clearly indicated and accepted by Super Vision Europe. Therefore the delay on estimated delivery times are not subject to penalties, indemnities and charges of any type. Super Vision Europe will take care of informing the customer in case the delivery time is subject to sensitive changes in respect of the initial estimation (over 15 days) communicating the reason of the delay and the new delivery time in written form. Super Vision Europe reserves the right to suspend supplies in case of Force majeure.

## 5. Payment terms

Payment must be executed according to the terms established in the Invoice or the Pro-Forma. The goods remain property of SUPER VISION EUROPE SRL until the payment is received in full, but the buyer takes the risks related to the goods from the consignment. The non observance of the payment terms involves, besides the suspension of all supplies and engagements on our side, the charge with all costs and commercial interests according to the Italian Law on the delayed payment. In case of non payment in full, the partial payments effected are hold by Super Vision Europe as indemnity for the expenses related to the supply effected and the customer is obliged to return all the contractual goods.

## 6. Warranty and returns

Super Vision Europe warrants the quality of the products in accordance with the technical quality provisions of the CE standards. Super Vision Europe provides warranty for each item of the Contractual products for unlimited years from the date of sale exclude the consumption of Halogen/Xenon bulb which is 1 year.

Warranty will cover original manufacturing defaults reported by the purchaser and recognised from the manufacturer.

The purchaser shall notify the supplier about any failures/defaults within 8 days from the discovery and the supplier shall do the necessary actions to improve the performance, to repair or to change the malfunctioning item or any defaults occurred at his expense within 30 days from the notification. In case the purchaser notifies the supplier after the 8 days term, the supplier does not provide warranty for defaults depending on delay or misusing of the products. In case such fault is a result of misusing the Products, replacement or repair will be made at expenses of the buyer. All warranty claims must be substantiated by a bill of sale. If a bill of sale cannot be produced, the warranty will be determined by the original date of manufacture.

GOODS RETURNED UNDER WARRANTY MUST CARRY SUPER VISION EUROPE S.R.L. AUTHORIZATION AND MUST BE ACCOMPANIED BY A COPY OF THE ORIGINAL INVOICE.

All returns must be authorized by Super Vision Europe and accompanied by a copy of the original invoice or packing slip, and must be in original package. Credit will be issued only after material is inspected and approved by Super Vision Europe accounting department. Please allow four to six weeks to process returns. All returns must be shipped freight prepaid unless otherwise specified. The products or parts to be replaced under warranty are shipped at sender's charge and in case of acceptance of the warranty terms by the factory, will be reimbursed to the customer. These expenses are to be agreed in advance.

No returns will be allowed on special or custom order items.

## 7. Discount terms

The discount terms are subject to change without notice to discontinuous and occasional customers. Please ask a confirmation of your purchase terms before placing your order. The discount can be also changed in case the annual target, if agreed, is not reached.

## 8. Applicable laws and Litigations

The General Conditions for sale are subject to the Italian Laws and for every litigation concerning the present contract, the competent authority will be exclusively the Court of Rome.

(the Client)

For specific approval according to articles 1341 and 1342 of Italian Civil Code:

- article 5: delivery time;
- article 6: warranty and returns;
- article 7: applicable laws and Litigations.

(the Client)

# SUPERVISION EUROPE