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R.I. BELLUNO N. 2971
CAP.SOC. i.v. Euro 51.480,00



TERMS OF SALE

- 1) The sale of products marketed (hereinafter Products) and \ or Products assembled by ITP Ltd (hereinafter Products) on design and \ or indication of the Customer is subject to the following terms and conditions of sale.
They will also apply if the Client, in its own terms of purchase, it excludes the validity and ITP Ltd does not dispute that fact explicitly in the negotiation of the contract: the order is only indicative and not exhaustive. Any purchase conditions promoted by the customer will not be accepted, except in cases described below.
- 2) Our Products were not designed to be used in:
 - medical equipment;
 - products and diagnostic tools;
 - systems intended to medical use, namely that maintain or control the life;
 - equipment and \ or system whose malfunction can lead to loss of life or injury to persons and / or things.

If the customer wants to use the Products purchased by ITP Ltd for the uses described above then the customer should always ask in advance and then receive, by registered letter, a document signed by the Managing Director of ITP Ltd certifying the suitability of the product for requested uses. Of course ITP Ltd will issue such a document only after receiving similar certification by the manufacturer.

In any case ITP Ltd will be excluded from any liability or expense arising from failure by the Customer regard to the provisions of this paragraph.

ITP Ltd will be excluded from any liability or cost while having certified the suitability of the product if that product causes damage to persons and property for negligent use, excessive use, unsuitable for means of production or electrical influences and \ or mechanical.

ITP Ltd will be held harmless though, having certified the suitability of the product, if the same cause damage to people and / or things due to:

 - careless use
 - excessive use
 - use on unsuitable equipment
 - electrical influences and \ or mechanical influences.
- 3) As product information may be subject to change at any time, ITP Ltd can not guarantee that the information made available to their customers are the most current, accurate, true and complete and therefore can not replace official information issued by the manufacturers.
Obviously ITP Ltd will exercise due diligence to ensure that the information is always the most updated, complete and accurate.
- 4) The particulars and information relating to eligibility and the application of the Products, the ITP Ltd supplies to customers at their request, be granted on the basis of current technical knowledge and do not release the customer from the commitment to carry out checks and verifications and tests.
The ITP Ltd is therefore excluded from any liability for damages that may occur to its customers and / or third parties as a result of information it has released.
- 5) Customer is responsible for industrial or non-infringement of third party patents with respect to technical information or samples and / or drawings sent to us to assemble custom products,
The Customer in the event of infringements of these rights will not retaliate against ITP srl.



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- 6) ITP Ltd, as a mere distributor, is not required to ensure compliance of the products with the directives 2003 \ 11 \ EC 06 \ 02 \ 2003, 2002 \ 95 \ EC 27 \ 01 \ 2003, 2002 \ 96 \ EC 27 \ 01 \ 2003, for products marketed and for products assembled.
ITP srl undertakes to require its suppliers declarations of conformity of the products. If these products prove to be non-compliant then, ITP Ltd will be held at them easily replaceable and will be excluded from any further liability for damages that may be caused to the customer and \ or third parties.
- 7) The Customer ensures the accuracy of your name, your address and your VAT number. Undertakes to inform without delay of any change to the ITP srl. In case of an incorrect indication of the above data, the Customer liable for any taxes, levies, penalties and costs paid by ITP Ltd.
- 8) All the shipments travel to risk and danger of the Customer even if correspondents to paid hire or in carriage free with motor vehicle of the vendor. The risk goods will pass to the Customer when ITP srl carries out the delivery on hand putting again the goods to the carrier or the shipper or putting the goods in own premises according to art. 1510 c.c.
- 9) The products sold from ITP Ltd will be undamaged from defects and will be guaranteed for a period of 12 months from the delivery date to the Customer and/or for the minimal period required by the Law. The warranty is void when the object is modified.
The warranty is void if the Customer, upon request of the ITP Ltd, does not give back immediatly champions of the contested product.
The warranty is void if the Customer refuses to the ITP Ltd the vision and the control of the product.
The warranty is void if the Customer repairs the product without the ITP Ltd consent.
- 10) Wars, strikes, fires, natural disasters, breakdown cars, are considered events beyond the control of the contracting parties. In this case ITP Ltd can not be held to pay damages if the events prevent ITP Ltd to deliver the products and therefore can not fulfill its contractual obligations partially or totally. If this happens, the affected customer is entitled to an extension of the terms of delivery and collect assets. The extension will be agreed between the contracting parties. After this new term, while remaining the situation of force majeure, the other will be entitled to terminate the contract by written notice.
- 11) The terms of delivery, written in the offers and order confirmations are determined based on market conditions at the time of writing. These terms can not be considered as essential.
If the Customer requests the termination of the contract for late delivery, the customer will not be entitled to any compensation of damage. The total or partial fulfillment of the order by ITP Ltd and / or the realization of other duties requested by the Customer not represent a tacit or implicit acceptance of any general condition of the contract unless it has been explicitly signed by the Legal Representative of the ITP Ltd.
- 12) Customer data in possession of the ITP Ltd, in relation to commercial transactions, will be kept within the limits of applicable law. Applies Legislative Decree 196 as amended and supplemented, and D. L. n. 70/2011 (so-called Development Decree), converted into Law 12 July 2011, n. 106, with



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particular attention to art. 6, paragraph 2, communicating sales reports to EU and non-EU producers, solely for commercial purposes.

- 13) The delivery of the products will be with the packages that are currently in use.
The first order or orders of customers that you do not know lending, will be dealt in cash and \ or mark, for more supplies special conditions apply assumed. In any case, all payments must be remitted directly to the ITP srl. Any agreements of payment by bill of exchange or promissory note or bank receipt bills of exchange shall be construed as simple payment facilities, so that, in case of unsolved, the coverage must be made at our office.
In the event of default and / or delay in payment, and / or proposed transaction and / or moratorium, all payments will lapse, in which case the ITP srl may ask for advances or guarantees, revoke payment extensions and suspend supplies pursuant to Article . 1186 of the Civil Code.
In case of delays in the payment terms agreed will be due interest at the respective discount rate of the Bank of Italy, plus 2%.
Any dispute or claim does not entitle the Client to suspend and \ or delay payments.
- 14) No return will be accepted unless it has been authorized in advance in writing by ITP srl. Where is communicated to the customer the return authorization number, this number must be included both on the packaging that the documents which accompany the Product; Products must be returned intact, not tampered with, not welded complete with accessories and preferably in their original packaging, or at least under conditions of adequate packaging.
The allocation of a return number does not by itself nor the right for the customer accreditation nor to replace the goods. The return travel with delivery ex ITP srl.
- 15) It is understood that if we did not use power to which we are entitled on the basis of the preceding clauses, that our behavior should not be considered as a waiver for the future of the faculties themselves.
- 16) All disputes will be the competent court of Belluno.

ITP srl

