

GENERAL SALES CONDITIONS

- 1) ELES A reserves the right to amend, at any time, even after stipulation of the contract, the prices agreed upon in the event of considerable increases in the cost of raw materials, of labour or of other major encumbrances of whatsoever nature (fiscal, pertaining to contributions, due to exchange rate variations, etc.).
- 2) ELES A also reserves the right to modify its products for the exclusive purpose of improving these in terms of quality and functionality.
- 3) ELES A does not accept orders for deliveries to be effected after more than six months, excepting in circumstances to be arranged by way of specific written agreement.
- 4) In the case of special manufacturing orders (goods specifically made-to-order) ELES A reserves the right to a $\pm 5\%$ tolerance between quantities ordered and delivered.
- 5) ELES A assumes no responsibility for damage that the goods may suffer during transport.
- 6) ELES A reserves the right to accept or refuse any cancellations of standard product orders. In the case of acceptance ELES A may demand a penalty equal to 10% of the order value.
- 7) In the case of special manufacturing orders, the specific sales conditions agreed upon in writing shall apply. In any case, as a general rule, these orders may not be cancelled by the purchaser.
- 8) Goods returned due to errors on the part of ELES A, and acknowledged thereby, will be credited for the full value. In other cases returns must be subject to prior written agreement, and they must be effected carriage free exclusively to the warehouse of origin and will be subject to a reconditioning charge equal to 20% of the value of the goods, with a minimum charge of Euro 25,00. Returns must be authorised in writing by ELES A.
- 9) Payment of the order must be effected within the term agreed and specified in the invoice. The company does not accept requests for discounts or round-offs.
- 10) In the event that the purchaser fails to collect the standard products ordered, after 30 (thirty) days have passed from the date established for consignment ELES A reserves the right to terminate the contract for default of the purchaser and shall hence be free to resell said products to third parties. Furthermore, in such a case, the purchaser must pay ELES A a penalty equal to 20% of the value of the goods for reconditioning. This without prejudice to ELES A's right to compensation of greater damages.
- 11) In the event that the purchaser fails to collect the special goods ordered, after 30 (thirty) days have passed from the date established for consignment ELES A reserves the right to effect direct delivery to the customer's domicile or, in the case of refusal, to deposit the goods, on the behalf and at the expense of the purchaser, at a public deposit.
- 12) It remains implicit that ownership of the goods to which the sale refers will be transferred at the time of final payment of the sales price. Hence, up until that time, the purchaser who has collected the goods but has not yet effected payment, shall be considered consignee and custodian thereof, sustaining all the related charges but without being entitled to any consideration.
- 13) Any complaints shall be null and void unless they are submitted in writing and, in any case, within 8 days from delivery of the goods under penalty of cancellation. In any case, the submission of complaints or objections does not authorise the purchaser to suspend and/or delay and/or reduce the payments agreed upon.
- 14) ELES A declares that all its sales contracts are governed by these general conditions, which are brought to the notice of the customers through the printing thereof on catalogues and on sales documentation. Therefore, these conditions are to be considered fully accepted, excepting in the case of specific agreement to the contrary, to be effected in writing under the penalty of cancellation. ELES A hereby declares that any general conditions of contract printed in the purchaser's purchase orders are to be deemed not accepted and automatically replaced by these conditions.
- 15) For all other conditions, the purchaser should refer to the conditions established by each distributor.

16) GUARANTEE CONDITIONS

- a) The items and components described in this catalogue are guaranteed by ELES A S.p.A Monza - Milan - Italy (ELES A) exclusively against manufacturing defects or material flaws, for a period of six (6) months from the date of purchase on the part of constructors or retailers. The guarantee does not apply where the product has been used inappropriately or in a manner other than that intended.
- b) In the case of enforcement of the aforesaid guarantee, for each product returned (at the purchaser's expense) ELES A shall arrange for repair or replacement or refund as it may deem fit.
- c) The purchaser is exonerated from the obligation to return the faulty product in the event of both of the following conditions being met: 1. the item or component has been destroyed as a result of the defect covered by the guarantee; 2. it is reasonable to assume that ELES A was aware of the defect at the time of sale. In this case ELES A shall be obliged to provide for replacement of the item even in the case of failure to effect prior return of the faulty item.

- d) ELES A does not in any case assume responsibility for damages that may arise from the flaws covered by the aforesaid guarantee. ELES A's responsibility is in fact limited to the sales price of the faulty item or component.
- e) ELES A has done the utmost to illustrate all the products described in this catalogue with accuracy (illustrations, drawings, captions, descriptions). However, ELES A specifies that the descriptive details contained are for informative purposes only and do not bind ELES A to complete conformity between said descriptions and the products.
- f) The guarantee referred to hereunder is the only guarantee that ELES A acknowledges to the purchasers of its products. No party is authorised to assume any responsibility on ELES A's behalf in relation to the sale or use of these products.

INFORMATION PURSUANT TO LEGISLATIVE DECREE NO. 196/2003 ON THE PROTECTION OF PERSONAL DATA

- 17) a - "Pursuant to Legislative Decree no. 196/2003 we inform you that your data will be processed by us in a lawful and proper manner, for the exclusive purpose of executing the economic activity performed by our company. We also inform you that the Data Controller is the undersigned Company and that you can assert the rights sanctioned by the aforesaid law".
b - ELES A specifies that this catalogue could have been sent automatically to the names on its customer list or following explicit request or registration on its website or previous contact.
In accordance with the provisions of the aforementioned privacy code, you are hereby notified that you may request not to receive further sales information from ELES A by writing to the e-mail address info@elesa.com or by sending a fax to the number +39 039-836351.

DECLARATION OF CONFORMITY

- 18) ELES A certifies that all the products which it markets, in accordance with the contractual specifications, conditions and requirements set forth in the order confirmation, comply with the specifications set forth in the catalogues in force or in the drawings relating thereto.
- 19) The Quality System of the company ELES A S.p.A. Monza (Milan), has been certified ISO 9001 by BSI (Certif. No. FM23747) since 1993.
- 20) The information contained in this catalogue supersedes and cancels information contained in the previous versions of the catalogues or of the other advertising and/or promotional material of ELES A.
- 21) All the measurements in the tables contained in this catalogue are provided in mm, unless otherwise specified, and rounded off to the nearest unit. The assembly tolerance allocations are specified, where provided, in the dimensional table for each product. If further product data is required, the ELES A Sales Service should be contacted. The weights specified in the tables, expressed in grams, are approximate and are not binding.
- 22) As ELES A carries out systematic research and development activities for continuous product quality improvement, it reserves the right to modify at any time, and without prior notice, the dimensions, the manufacturing and the technical specifications of existing products.

For this reason ELES A invites potential purchasers to compare the sales information available in the printed catalogues in circulation with that found in the interactive catalogues on the ELES A websites (www.elesa.com - www.elesa.co.uk - www.elesa.se) which tend to be more up-to-date, and to which reference should be made in the event of doubt.

In the case of constructive modifications already announced in the printed catalogues or in the interactive catalogue published on the ELES A website, it may be some time before products containing said modifications become available. This also to allow for consumption of stocks of products manufactured prior to said modifications existing in the various manufacturing stages.

INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS RESERVED

- 23) All the designs and models contained in this catalogue are original and therefore property of ELES A. Furthermore, the products are distinguished by the following trademarks: ELES A, ELES A-CLAYTON, ERGOSTYLE, ooooo (trademark consisting of five dots), ELES A-GANTERGRUFF, ELES A-ROHDE. They are protected by industrial patent rights or by competition laws or by copyright laws. It is forbidden to reproduce the products as well as the designs, photos, technical notes, etc. without citation of the source and without ELES A's written authorisation.