

GENERAL EXPORT SELLING TERMS AND CONDITIONS

1) **The sale of Zeca Products is exclusively regulated by these general selling conditions**, since not derogated or integrated by the individual order confirmations. Eventually changes made by the customers will not be effective if not previously accepted in writing by ZECA.

Any amendments agreed with ZECA will be valid only for the single sale for which it has been agreed.

If one of the clauses of the General selling conditions or order confirmations will be considered or, in any case declared not valid, void, voidable or ineffective, all other clauses will be valid and effective.

2) For payment, delivery, transport conditions and for prices, - for anything not mentioned in these General Selling Conditions – our order confirmation will be effective.

3) **EXW Prices (Incoterms 2010)**

4) **Transport:** the transport always takes place in the name, on behalf of, at risk and expenses of the customer.

Zeca will fill the transport document in the name and on behalf of the customer.

For delivery through customer's transporter, please indicate full details in your order.

It is possible to ask ZECA a delivery on free domicile basis through our transporter, debiting the freight charges on the invoice. The goods will always travel at purchaser's risk, even if sent in free domicile basis.

5) **Package:** Our products are packed in strong protective cartons.

Every item has an individual package. According to the order composition, the individual product, if necessary, will be re-packed and protected during the transport.

Caution: the package of the individual product IS NOT suitable for the single shipment. In case of a re-sending, it is necessary to provide a reinforced supplementary package.

6) Where a quantity for package or display is indicated, it is intended the minimum order quantity and it is indivisible.

7) **Disputes:** in case of failure or lack of goods, the purchaser has to take action against the carrier immediately. The checking of the goods must be carried out by the buyer. The customer has to send eventually written claims to ZECA, within eight (8) days from goods receipt.

8) On first order, the customer will fill a company detail sheet (for example with company name, Vat number, address, Bank, etc.).

The customer is obliged to indicate to Zeca any eventual future change. Without any notice, the current information will be considered valid.

9) **Payment:** in case of late payments, Zeca will not despatch new orders until the receipt of the due amount.

10) **The delivery time**, however and wherever required, will be considered as purely indicative. Our company declines any responsibility in case of delay
It is expressly excluded any reimbursement in case of failure or delayed delivery.

11)WARRANTY. 12 months from the date of purchase, unless otherwise stated.
The warranty refers to defects of the new product delivered by us, used in a proper way. Parts subjected to wear and tear (cables, springs, hoses, collectors, batteries, etc.) or eventually damaged by the customer, are excluded.
The warranty consists in the repair or in the free of charge replacement in our works of products subjected to malfunction caused by defective parts.
Any other indemnity remains obviously excluded.
All transport costs are at purchaser's charge.
The warranty will not be applied when the goods have been damaged due to a misuse

12)RETURNS. We will not accept return of goods, unless exceptional cases to be previously agreed and authorized with appropriate RMA form (Return Merchandise Authorisation).
Together with the return, we require a copy of the acceptance form and a copy of the original invoice. The credit, in any case, will not exceed the purchase price, less 20% handling and control. **It will be executed after having tested the material.** The return is accepted only in free domicile basis and for new material in its original package.

13)REPAIR. The return of the goods for repair must be previously agreed and authorized with appropriate form (RMA, Return Merchandise Authorisation). The RMA form, with our authorisation, must accompany the return.
The return of the goods for repair is accepted only on free domicile basis. The returns on ex-factory basis will be rejected.
On the RMA form, the customer has to mention the pretended failure of the product and also the references (name – phone number) of the responsible person.
It is not possible considering repairs without description.

14)Products: weights, dimensions, prices, colours and other datas as indicated by ZECA on catalogues, website, documents, leaflets, photos or whatever, have only illustrative and indicative purpose.
The choice within the range of products is made independently by the customer without any Zeca responsibility.
All products conform to the actual regulation, including the Community legislation.
Zeca has the right to change in any moment, without any notice, the technical or constructive datas of products.
It is purchaser's responsibility to ensure that the selected model is suitable for his intended application. Zeca declines expressly any responsibility.

15) Applicable law and competent Court: all sales are exclusively regulated by Italian law and the Community legislation.
For any disputes, Turin Court is exclusively competent.