

GENERAL TERMS OF SALE

These general terms of sale govern all current and future dealings between Platek and the Buyer, unless otherwise specifically agreed in writing.

C01 . ORDER ACCEPTANCE AND PAYMENT

Orders are always subject to acceptance by Platek which reserves the right to refuse them within 30 days of receipt. For the first supply, the payment is made in advance once the goods are ready, for subsequent supplies it will be agreed upon.

The order of special products or products on request cannot be modified or cancelled after the receipt of the order confirmation by the seller.

The order of the standard products in the catalog is modifiable, with the consent of the seller, within 1 day from the receipt of the order confirmation. After this term the confirmed, processed and shipped. Cannot be modified and the order will be processed and shipped.

C02 . DELIVERY

The terms of delivery are approximate may vary; the Buyer will not be able to claim neither the total or partial cancellation of the orders, nor the refund of damages in case of delays in delivery or partial deliveries, for any given reason. The goods always travel at the charge and risk of the Buyer, even when the carriage free of charge is agreed upon. In any case no responsibility can be attributed to Platek, both for shortages and for damages of any kind caused by the stowage and/or loading or transport.

The Buyer must check in its own interest the quantity and condition of the packaging of the goods before collection and make, if necessary, the appropriate claims to the carrier.

C03 . WARRANTY

C03 .1 Platek Srl guarantees that its branded products ("Products") are free from manufacturing and/or material defects, when used as intended, for a period of three years from the date of invoice.

C03 .2 This Warranty shall apply only on condition that:

- the Products are used in accordance with the specifications attached to the Products and the intended use (technical specifications;
- the installation and/or assembly of the Product is carried out in compliance with the instructions enclosed with the Product by qualified technical personnel;
- the temperature and voltage limits are not exceeded and the Product is not exposed to mechanical loads that are not appropriate for its intended use;
- maintenance of the Product is carried out in accordance with the instructions attached to the Product and is carried out by specialised technical personnel and no modifications and/or repairs are made to the Products without written authorisation from Platek Srl or that do not comply with the attached instructions;
- the Product found to be faulty is kept by the Customer in the state in which it is found (including the light source) for as long as necessary to allow Platek Srl to carry out the necessary checks on the defects/faults reported
- the defect, which must be duly specified and proven in its nature and entity, is reported in writing by the Customer to Platek Srl under penalty of forfeiture within and not later than fifteen (15) days from its identification;
- the Customer has duly paid for the Product in accordance with the terms of sale agreed in the sales contract.

C03 .3 In the event that the Product is found to have defects covered by this Warranty, and provided that the conditions set out in paragraph 2 above are met and the circumstances set out in paragraph 3 above do not apply, Platek Srl shall be free to proceed, at its discretion, within a reasonable period of time

having regard to the size and type of the claim, to repair and/or replace the Product with an equal or equivalent product, compatibly with the technological progress made compared to the original Product.

C03 .4 The Warranty does not cover:

- all additional expenses incurred as a result of the defect being repaired (such as labour and travel expenses for disassembly and reassembly, transportation of the defective Product and the repaired or replacement Product, disposal costs, costs for lifting devices, scaffolding, etc.). These costs will be at Customer's expense;

C04 . RETURNS

Returns of goods are not accepted without prior written authorization from Platek, failing which the goods will be returned to the sender. Returns of authorized goods must be sent carriage paid, in perfect condition and original packaging; otherwise, Platek reserves the right to charge the buyer for the costs incurred for the repair. Goods for which the return has been authorized will be credited at the purchase price and charged as per the written confirmation from Platek.

C05 . APPLICABLE LAW AND DISPUTES

For anything not provided for in these conditions, Italian law shall apply. For any controversy the Court of Brescia is exclusively competent. Platek reserves however the right to take legal action at the Court of the Buyer's seat.