

## General Sales Conditions

### 1. Approval of the present General Sales Conditions

**1.1.** All the trading agreements between the company C.D. Video S.p.A and the Client are being exclusively regulated by the following general sales conditions, unless derogated by former particular conditions conformed to the C.D. Video S.p.A in a written form.

**1.2.** The present general conditions, as the eventual particular conditions, are meant to be accepted by the Client even if they are different from the general or the particular Purchase conditions that concern the Client. The last ones concern the C.D.VIDEO S.p.A if they are approved in a written way.

**1.3.** The one who acts in the name of the Client is obligated to represent Him and to do His owe at the confront of the C.D.VIDEO S.p.A.

### 2. Prices

**2.1.** Except various contractual dispositions, the commercial offers and the price lists of the C.D.VIDEO S.p.A are the same as the published ones; however, they are subject to modifications from the C.D.VIDEO S.p.A without a prior notice.

**2.2.** The orders, even if confirmed, are considered as accepted, except of eventual drastic increases of the prices set up by the suppliers of raw materials or deriving from circumstances that do not depend on the will of the company C.D.VIDEO S.p.A. In such a case, the company C.D.VIDEO S.p.A., has the right to increase the selling prices – those practiced to the Client, proportional to the increase that the company endures.

**2.3.** In case of increase of the price with more than 5% in the period of the confirmation date of the order and that of the effective delivery, the Client must be informed and He can end up the contract, communicating His decision within 5 days in a written form.

**2.4.** The applied prices are ex warehouse, expenses, packaging, expenses of mark, VAT and taxes excluded; all shipment expenses, also those for the additional services (fulfilment, configuration and the services of logistics) and the eventual additional debts (the minimal contribution of the order) is at charge of the Client.

### 3. Intermediates and agents

**3.1.** Intermediates and agents do not have the power to must the company C.D.VIDEO S.p.A. Their offers are subject to approval of the C.D.VIDEO S.p.A.; the company conserves the right not to give execution of an order till the one does not have a data confirmation, or to begin the execution according to the art.4.1.

### 4. Conclusions of the contract, transport and withdraw of the products

**4.1.** The contract concludes with the confirmation from the company C.D.VIDEO S.p.A. of the order emitted from the Client or with the start of its execution.

**4.2.** The shipments, except of various agreements, will be executed in the condition of free port, with conveyors defined by the C.D.VIDEO S.p.A., thus the shipment expenses will be debited in a commercial invoice to the very same Client. In this case, the goods travel at the risk of the C.D.VIDEO S.p.A. In a case of a theft/loss, the C.D.VIDEO S.p.A engages itself to send a new product, and if the same one is not available, the company must propose a different one, but with equivalent specifications, faculty for the Client not to accept such a product and to demand the emission of the relative credit for the product.

**4.3.** In the hypothesis in which the conveyor is the person in charge, titled from the Client (assigned port), C.D.VIDEO S.p.A will not be responsible for the loss/damages of the product from the moment of the delivery of the goods to the courier at the proper warehouses.

**4.4.** In case the Client desires to withdraw the products directly from the warehouses C.D.VIDEO S.p.A., will have to make it within 5 days from the date of the availability of the products. After that, the ordered products will not be available any more for the Client.

## **5. Terms of delivery and modality of evasion the order**

**5.1.** The terms of delivery are indicative and not essential.

**5.2.** Every single order or delivery will be considered independent and autonomy from each other order or delivery.

**5.3.** The company C.D. VIDEO S.p.A reserves the right to evade the order also through partial deliveries. If the Client has the intention to refuse an eventual partial delivery of the goods, must declare it in advance in a written form.

**5.4.** The company C.D.VIDEO S.p.A reserves the right not to accept an order by a Client that consists of a demand for complete and unique evasion of the goods that have been ordered. In this case, the approval of the order from the company C.D.VIDEO S.p.A will come only if the order is made in written.

**5.5.** In a case in which the delivery of the goods is rendered impossible or can not be done for reasons that are independent from the will of the company, the C.D.VIDEO S.p.A. will be able to resolve the problem, through a simple written communication and notification to the Client, and the conclusion of the contract comes with the confirmation of the order from the company C.D.VIDEO S.p.A.

**5.6.** In a case the Client desires to end up the contract because of a delay in the delivery, will have to invite in a written form to the C.D.VIDEO S.p.A the evasion of the order, or the part of the order that is not a subject to evasion, within a a period of time not inferior of 15 days. The contract will be annulated when the C.D.VIDEO S.p.A does not proceed with the delivery in the assigned periods of time.

**5.7.** Unless the Client has not communicated in advance, according to the art. 5.3. , that concerns for the approval of the complete implementation of the order, under no circumstances the Client can refuse or delay the payment of the delivered goods, on the basis of the order even if partially executed.

**5.8.** The restitution of the goods to the C.D.VIDEO S.p.A must be demanded in a written form, indicating the reasons for the demand, citing the references of the invoices and/or of the the DDT and must to be authorized. The restitution of the goods must be accompanied with the authorization and the allocation of the "numbers that re-enter" (RMA).

## **6. Warranty and conditions of the warranty card CDV**

**6.1.** The warranty CDV begins from the date of the purchase. For further information on the conditions of the warranty card and the support services during the period of warranty, read the conditions presented in the following pages, or consult the area FAQ on our web-site [www.cdv.it](http://www.cdv.it) .

**The conditions, the terms and the modalities of the Warranty are subject to variations and can be modified without a notice.**

CD VIDEO S.p.A warrants to the original Purchaser that the products CDV are free from defects in material and workmanship under normal use and service for the period commencing upon the date of purchase and continuing for a year – the so called Conventional Warranty. This Conventional warranty represents the warranty that the producer supplies voluntarily to the final customer through a "Warranty Certificate" that accompanies each product. Today, we guarantee directly our products to the final consumer for a period of 12 months from the purchase date. Moreover, the duration and the terms of the warranty CDV can also vary in accordance to the relevant respective local laws in the proper country of belonging and affiliation. This conventional warranty is added and in no way substitutes the legal warranty based on the local laws.

## 6.2. Warranty coverage

This Warranty CDV is conditioned upon the proper use of the Product by the Purchaser. Our Warranty does NOT cover:

- (a) Defects or damage resulting from accident, misuse, abuse, neglect, unusual physical, electrical or electromechanical stress, or modification of any part of Product, including the accessories, or cosmetic damage;
- (b) Equipment that has the serial number removed or made illegible;
- (c) Any plastic surfaces or other externally exposed parts that are scratched or damaged due to normal use;
- (d) Malfunctions resulting from the use of Product in conjunction with accessories, products, or ancillary/peripheral equipment not furnished or approved by CDV;
- e) Defects or damage from improper testing, operation, maintenance, installation, or adjustment;

## 7. Obligations of the CDV

During the applicable warranty period, CDV will repair or replace, at CDV's sole option, without charge to the purchaser, any defective component part of the product. To obtain service under this Warranty, the Purchaser must return the Product in a whole to an authorized support service facility in the proper and adequate original giftbox, accompanied by all the original accessories in the packaging and accompanied also by the Purchaser's sales receipt or comparable substitute proof of sale showing the date of purchase, the serial number of Product and the sellers' name. To obtain assistance on where to deliver the Product, call the Your retailer for further information, because the Reseller is the direct responsible or consult our web site, [www.cdv.it](http://www.cdv.it), in the area Support Services to find out where you can find the nearest support centre in the proper country.

## 8. Inherent Claims to the invoices

**8.1.** Eventual relative claims to emitted invoices by the C.D.VIDEO S.p.A must be brought to the acquaintance of the company C.D.VIDEO S.p.A through a recommended letter sent within 10 days from the reception of the invoice. Otherwise, the invoices are meant as approved and accepted without any reserve.

**8.2.** In any case, no claim can justify the delayed or the lacked payment.

**8.3.** In case of non-performance or annulment of the contract and the blame is of the Client, the company C.D.VIDEO S.p.A must have compensation for the damage which is equal to 10% of the price of the total sell-out, with exception to the cases with greater damage.

## 9. Limitation of responsibility

**9.1.** In case that the C.D.VIDEO S.p.A is responsible for the partial or even total non-performance of the own obligations deriving from the contract, the total compensation for the Client in no case can exceed 10% of the price of the goods that have caused the damage.

## 10. Down Payment

**10.1.** The down payment from the Client to the company must be considered as an advance payment and does not constitute a deposit. Nevertheless, in case of lacked execution of the contract from the part of the Client, the company C.D.VIDEO S.p.A has the right to withhold the advanced money, with exception to some greater damages.

## 11. Property Rights

**11.1.** In a case of lacked payment, just partially or for the total sum, upon expiration, the company C.D.VIDEO S.p.A will be able, without necessity of an estimate judicial order, to reassume the property of the products that in possess of the Client and/or are not still sold, in that case the Client is obligated to consent with the company without any oppositions. The Client will have to inform the C.D.VIDEO S.p.A., with retribution of the compensation for the damages; each levy or seizure from a third party for the

products acquired from the C.D.VIDEO S.p.A and not paid yet. The products property of the company C.D.VIDEO S.p.A will have to be insured in order to cover damages both for the products and for eventual damages to a third party.

## 12. Terms of payment

**12.1.** All the invoices are payable in Vitulazio (CE) and the sum to be paid is meant as a net import without additional reductions in the price.

**12.2.** The payment modalities are the same as those declared in the invoice (or in the accompanying document) sent to the Client.

**12.3.** The Client can have an access to a credit line for the delayed payments, only if the analysis carried out from the Credit Office, on the basis of the analysis of the documents that the Client sent for the opening of such credit line, has a favourable outcome.

**12.4.** The company C.D.VIDEO S.p.A reserves, on the bases of its objective judgment, the right to determine the value of the credit line and the terms of the payment that have been offered to the Client.

**12.5** The Client can not raise any exception in order to delay or to avoid the payment, unless the integral payment of the price is been made and, however, never surged by the judgement of the company C.D. Video for its recovery.

## 13. Lacked payments

**13.1.** The lacked payment upon the expiry of the invoice or of the debit entry and each demand for dismissal of the payment or any other fact that determines the non-performance of the Client, cause the forfeiture from the terms according to the agreement considering the payment of the products, rendering each credit of the company C.D.VIDEO S.p.A with the Client as collectable immediately; in such case, the company C.D.VIDEO S.p.A have the right to suspend the delivery of the products that are still not delivered.

**13.2.** The lacked payment upon expiry even of a single invoice gives the further rights to the C.D.VIDEO S.p.A to decrease the value of the credit line offered to the Client.

**13.3.** Moreover, in a case of lacked payment or in a case of delay in the payment from the Client, the C.D.VIDEO S.p.A has the right to negate immediately each contract that has to be executed, without any amendment for the Client or other formality - just a simple notification through a recommended letter or fax.

**13.4.** Each order or delivery is considered independent and autonomous from any other order or delivery. Any controversy between the Client and the C.D.VIDEO S.p.A. cannot, in any case, suspend the payment for other invoices or for the not controversial part of the invoice.

**13.5.** The incomplete supply of what is being ordered does not give the right to the Client to refuse the payment of what is delivered.

**13.6.** Except the case described at the art. 5.3., it is a right of the company C.D.VIDEO S.p.A to emit partial invoices, second to the deliveries that have been carried out.

**13.7.** Also in a case that the Client asks the C.D.VIDEO S.p.A to effect some accessory performances to raise the sales, as the installation and/or the switching on of the products, the payment of the relative invoices in relation to the price of the products can not depend from the completion of the services of installation or operation of the units.

**13.8.** Except of a contrary written agreement, the lacked partial or total payment upon the date of expiry involves the application of interests at the rate of the B.C.E increased with 7 points (D.L.n° 231 of the 9/10/2002), plus the banking expenses.

**13.9.** To verify one of the hypotheses of which described in the art. 1186 c.c., or to produce events that affect negatively the patrimonial or economic situation of the Client, in a mode to put in danger the recovery of the credit boasted from the C.D. Video S.p.A, the same has also the right to act immediately for the recovery of the credits without formality and/or warning obligation, given the fact they are not neither cash, nor collectables any time, without formality and/or warning obligation.

## **14. Solidarity**

**14.1.** If the Client asks to emit the invoice or the debit to the name of a third party, or both the Client and the Third Party are responsible for the payment of the invoice and of the implementation of any agreement as a result of the general or the particular conditions of the contract.

## **15. Restriction on the export**

**15.1.** The Client commits himself to respect the norms on the control for the export, promulgated by the United States and the legislation of the European Union. In a case of export outside the borders of the European Union, the Client must obtain the anticipated written authorization of the manufacturer.

**15.2.** In a case of lacked respect to what is described in the art. 16.1., the Client must hold unimpaired the company C.D.VIDEO S.p.A for all the damages, costs and expenses that come out of that behaviour.

## **16. Use in an environment at risk.**

**16.1.** The Client has been warned that some products cannot be used in a nuclear environment or in any other environment that is exposed at risk. The Client commits himself to respect each precaution and restriction for the usage made from the manufacturer.

**16.2.** The Client commits himself to hold unimpaired the company C.D.VIDEO S.p.A from all the damages, costs or responsibility that could endure in case of violation of the present clause (article) and/or of the reserves and the made precautions of use in this point.

## **17. Competent Hall and applicable law**

**17.1.** For any controversy, the Hall of Santa Maria Capua Vetere (CE) has the competence and the exclusive rights.

**17.2.** The contract between the company C.D.VIDEO S.p.A and the Client, and thus everything included in the agreement (unless not previewed in advance in the present general sales conditions), is regulated from the Italian right. The Client declares to be aware of that fact and approve and accept integrally the following general sales conditions of the company C.D.VIDEO S.p.A., also published on our web-site: [www.cdv.it](http://www.cdv.it).

For a former approval: ex - art. 1341 c.c and 1342 c.c of the following clauses: art. 1.1. (form of the partitions in exception), art.1.2. (written approval of the general sales conditions of the Client), art. 2.2. (increase of the prices), art. 2.3. (obligation of the Customer for written communication for the annulment of the contract), art. 4.2. (goods transported at the risk of the Client and a model demanded for the exceptions and the reservations), art. 4.3. (terms for the withdrawal of the products), art. 5.3. (written refusal of partial deliveries), art. 5,5 (unilateral faculties of recess), art. 5.8. (clause "solve et repetere"), art. 6.1. (exclusion of the warranty on the product), art. 6.3. (terms and forms for claims), art. 6.5. (responsibility limitation), art. 7.2. (form of the claims), art. 8.1. (form of the claims on the invoices), art. 8.2. (clause "solve et repetere"), art. 8.3. (penal clause), art. 9.1. (responsibility limitation), art. 10.1. (accounts), art. 11.1 (reserves of the property), 12.5 solve et repete, art. 13.1. (forfeiture of the beneficiary of the term), art. 13.2. (consequence of the non-performance of the Client), art. 13.3. (clause of the agreed determination of the contract), 13.4. (clause solve ET repete), 13.7. (limitation and exceptions), art. 15.1. (restriction on the export), art. 17.1. (competent hall with exclusive right).