



## **TERMS OF SALE**

### **1. Application**

These general conditions apply to all sales made by our Company, unless otherwise agreed after written acceptance.

Any purchase conditions requested by the customer will have significance only after written acceptance by Abyly.

### **2. Prices**

2.1. The prices quoted in offers CAN BE MODIFIED. by the seller WITHOUT NOTICE

2.2. The prices indicated are valid for any order accepted, relevant on the shipping of the goods at the defined date and for the only quantities shipped on that date.

### **3. Taxes**

3.1. In case of taxes, duties or charges of any kind applied on the goods becoming effective or increasing after the conclusion of the business deal, they will in any case be charged to the buyer.

### **4. Different costs**

4.1. The costs of returning the goods will be charged to the buyer.

4.2. The costs for Abyly to obtain certificates of origin, consular invoices etc. will be charged to the buyer.

### **5. Liability**

5.1. Product specifications given in technical and commercial documents are indicative; the buyer is the only responsible for the use of our products also in case of the provision of technical assistance carried out by us or on our behalf.

### **6. Payments**

6.1. Payment of invoices must be made within the terms specified in the order to our Head Office or via agreed Bank.

6.2. A *delay* in payment, even partial, of the invoices to their deadline allows the immediate effect of the interest due on late payment, set by the Legislative Decree n ° 231 of 09/10/02 to the BCE rate plus 7 points, applied since the expiration date of payment. We are therefore *authorized* to issue a draft at sight for the amount due plus interest for late payment.

6.3. In the event of *failure of payment*, even partial, of an invoice, even if the buyer contests the supply, it is our right to suspend any further delivery to the next and rescind the contract for deed or fault of the buyer himself.

6.4. It is our right, to cooperate with external partnerships, to recover the money and make financial transactions for the sale and the loan itself.

## **7. Retention of Title:**

7.1. Goods are sold with retention of title, and then becomes a the property with full availability of the buyer only after the payment of the full amount agreed.

## **8. Terms of delivery**

8.1. The delivery will be confirmed in writing within 5 working days from the date of the receiving of the order. These terms are subject to change due to unpredictable circumstances.

8.2. Any change and / or modification requested by the customer, the implementation of the product and / or service covered by the order, even if confirmed by Ably, may cause delays on delivery for which we have no responsibility.

## **9. Order acceptance with Penalty**

9.1. The order with penalty must be accepted by us in writing.

9.2. In the case of delay of the required delivery dates, not caused by inevitable forces (strikes, lockouts, unavailability of materials at our usual suppliers, fire or serious damage to equipment, machine failures, disasters and conflicts, interruption of transport, power failure, traffic delays, etc..), any compensation awarded to the buyer will be of 10% (ten percent) maximum of the price of the components not being delivered for each whole month working late effective and *may not exceed, in total, the total value agreed for the not supplied components.*

## **10. Shipping**

10.1. The goods travel at customer's risk also if franco domicile.

10.2. It is possible to request the product insurance with extra charge on the invoice. The effective date of the insurance is from the time of the goods collection from our. Warehouse.

## **11. Warranty**

11.1. Our equipment's warranty is 24 months long beginning from the date of the invoice and no more than 30 months (thirty months) from the date of registration in the "data plate" on the device itself.

11.2., The defective or assumed devices, during warranty time, will be repaired free of charge (cost of labour and spare parts) if received at our laboratory *carriage paid*.. Transportation charges for the return of the repaired equipment shall be charged to Ably.

11.3. Parts replaced under warranty are *only* those that turn to have material and / or manufacturing faults, without giving any right to compensation for any direct or consequential damages or other expenses.

11.4. The complete replacement of the device or repair of the defective part is subject to the unquestionable decision of Ably.

11.5. The warranty is not applied to expendable parts such as lamps, fuses, paper, inks, printer cartridges, etc..

11.6. Evidents states of bad maintenance of the material, tampering, wrong connections, bad use ( not according to the conditions of use described in the technical specifications) and general signs of deterioration on the covering, determine the immediate decay of the warranty.

11.7. The product warranty is INVALID if the buyer fails to comply with the terms of payment agreed at the time of purchase.

## **12. Patents impedimental**

12.1. We reserve the right to suspend the supplying of any product whose manufacturing, sale or use should bring, in our unquestionable decision, to a copy patent.

## **13. Controversy**

13.1. Any controversy about the nature and quality of the products or services provided must be sent by registered letter or by fax within 2 weeks from the delivery. After that time the product or service will be considered as definitely accepted.

## **14. Place of jurisdiction**

14.1. Any controversy relating to the sale, the interpretation or execution of our agreement, will be held by the Court of Bologna also in case of plurality of parts, incidental causes or guarantee claim..