

General Terms and Conditions of Sale

DEFINITIONS .

1. For "Vendor" is meant the supplying firm Base Protection Srl that will issue the invoice .
- 2 For "Customer" is meant the person or entity ,addresse of the invoice, to whom the goods are provided , that has to settle the invoice.
- 3 The clauses of the present Terms and Conditions are valid for all sales between the parts , starting from their subscription for all future ones .

I. General Conditions. Enforcement

1. All purchase orders are executed in compliance with the Term and Condition herein .

II. Product,offer,orders and additional agreements

1. The product characteristics as well as their graphics, colours and other artworks displayed in the catalogue have only are just indications , and could , eventually, evolve , following the vendor's technical and economical exigencies.
2. Our offers are not binding .
3. The purchase orders are meant as binding only after our written acknowledgement or when executed and invoiced .
4. Any additional agreement requie a written acknowledgement for their validity .

III. Prices.

1. The prices are meant to be valid only for the place specified in the Order acknowledgement and they are not binding for any other place .
2. Our prices do not include freight costs,insurance and V.A.T. unless otherwise stated .

IV. Termini di consegna e spedizione dei materiali.

1. The terms of delivery are not binding .
The terms of delivery are always meant ex-works .
All additional cost for air-freight , express and/or high speed courier are at Buyer's expenses .
All risks and liabilities , related to the goods, pass to the Buyer's responsibility upon acceptance of products by the carrier .
2. Partial deliveries are allowed.
3. The Vendor is entitled to stop any supplì or cancel any existing supplì obligations in case the Buyer is in breech of the agreed payment agreement related to previous supplies .

V. Force majeure.

Base Protection Srl is not liable in case of force majeure.

VI. Place of execution.

The place of execution for the deliveries is Base Protection's production and warehousing site.

VII. Shipment , supplies .

Unless elsewhere stated , the goods transport is on Customer's risk ; in case the Vendor is in charge of transport , he shall decide the shipment and the carrier .

What stated in clause V remains valid .

VIII. Delivery times .

Delivery times are stated in the Purchase Order acknowledgement , the Vendor can change them at his sole discretion .

IX. Delivery and goods inspection.

The Customer is required to inspect the goods upon the delivery .

Any eventual discrepancy must be immediately notified by written notice on the Bill of lading , to be countersigned by the forwarder, stating " goods accepted under reserve " .

Any eventual claims and returns for defects and non-conformity must be advised to the Vendor within 8 (eight) days from the goods reception .

X. Transport Insurance .

In case the transport is on Vendor's charge , the insurance responsibility remains is at Base protection's expenses .

XI. Payment terms .

1. The payment is due at the Customer's domicile . Unless elsewhere stated the general term of payment is " 30 days from invoice date end of the month " by Bank Transfer .

2. Any unforeseen costs , deriving from other payment methods, such as cheques, shall be charged to the Buyer .

3. The goods supplied will remain Vendor's property until the full payment has occurred .

XII. Late payment and Customer's insolvency

1. In case of late payment , operating costs of €15,00 shall be charged for every single invoice .

The late payment gives the Vendor the right to charge legal interests , based on the delay period , with a rate equal to 3 months Euribor plus 5 percentage points .

2. In case of late payment as well as unreliable Customer's solvency , the Vendor may require, before the execution of the Purchase Order , the payment of all good credits , the payment in advance or equivalent guarantees , or, in case of planned deliveries, breach , in part or total , or stop their execution .

XIII. Return of used goods

In case the Buyer finds discrepancies and/or experiences returns of goods after the 8 days foreseen for the claims (clause IX) he must inform our Customer Service and obtain an authorization to return the goods. It is at Vendor's discretion to decide whether to collect or not the goods for further evaluations.

With the authorization the Vendor neither assumes any liability nor grants , in any case, to the Buyer any automatic right to reimbursement .

The Vendor will analyse the returned goods under the following conditions :

1. Returned goods must be accompanied by a Bill of Lading , a report of defects met and a short description of usage conditions .

2. In any case the return does not authorise the Buyer to stop the payments for past and futures deliveries .

3. Base Protection will evaluate , within the necessary time , if the claim is due to manufacturing or to improper use , or worn for prolonged use . Afterwards the Vendor will advise the Buyer the eventual approval and he will issue a Credit Note that shall be paid within 60 days after its issue. The value of the credit note shall be calculated on the average price, invoiced in the last year, for each item.

4. The Credit Note issue does not authorise the Buyer to stop the payments to the Vendor .

XIV. Guarantee.

In case of defects related to delivered goods , the Vendor , at his dicretion , will provide either to replacement or to defects correction by repair . (following accomplishment). The guarantee refers only to new goods with manufacturing defects claimed within 8 days . The Vendor does not warrant useg goods .

XV. Disclaimer of Liability.

Base Protection will not be liable for any further damage resulting from production suspension or loss of revenue or profit , unless a Vendor's gross negligence can be demonstrated .

The Vendor is anyway authorised to enforce his rights by the governino Court .

XVI. Governino Court.

Governino Court is the Court of Trani.

XVII. Privacy

Background information complying with art.10 of Act 675/96

Related to the Customer's , personal data, recorded and/or collected by Base Protection,holder of data management, will only be used and processed, as paper or digital support , lawfully and fairly, only for contract purposes ,as well as to improve present and future business relationship .

The missing data information , if not elsewhere stated, will be evaluated, for any single case, by the data holder, and it will determine the consequent decisions , related to the importance of missing data for the business relationship .The data shall only be provided, for the above mentioned purposes to : our sales network , credit institutions, credit recovery agencies, business information companies, consultants .The data subject shall have the right , see art. 13 Act n.675/1996 (having access,rectification, updating and erasure)

Responsible for data processing is Base Protection Sr.l.

SIGNATURE: the Buyer

STAMP AND SIGNATURE (legally binding)

We expressedly approve clauses nn.II,III,IV,VI,VII,VIII,IX,XI,XII, XIV, XV e XVI.

SIGNATURE: the Vendor

STAMP AND SIGNATURE (legally binding)