

## **GENERAL SALES CONDITIONS**

- 1) These General Sales Conditions, unless for possible exceptions agreed upon in writing, regulate the sales contracts of EVOLUTION SRL.
- 2) Purchase orders received directly or through authorized sales agents are valid only when they are accepted by EVOLUTION SRL with written confirmations; from the date of order confirmation and the execution of the order, EVOLUTION SRL reserves the right to make all the modifications that may be considered useful and necessary for the good functionality of the ordered goods excluding that the purchase may arise any right cause for receding or asking any kind of compensation or indemnity of any nature whatsoever.
- 3) Prices on the current EVOLUTION SRL's price list are intended on ex works basis – EXW; they do not include value added tax and transport but they do include packing in standard carton boxes and pallets (the size of the pallets may vary depending on the type of product sold). Customized packing must be discussed and will be charged separately.
- 4) Delivery dates can be postponed and are valid only with a written acceptance by EVOLUTION SRL. Cancellations of purchase orders of customized products is accepted within 5 working days from date of order. However, EVOLUTION SRL reserves the right to charge its customers for all the expenses related to raw materials and/or for special tools and machineries.
- 5) The goods sold by EVOLUTION SRL are sold with reservation of ownership in favour of EVOLUTION SRL until the whole price has been paid in compliance with art. 1523 and followings of the Italian Civil Code.
- 6) Transport charges are entirely at the purchaser's expense, unless otherwise agreed by EVOLUTION SRL and its customers. Transport costs will eventually be calculated separately and charged in the commercial invoice. EVOLUTION SRL reserves the right to decide autonomously and without any responsibility, the terms of shipment; it is understood that goods travel at the purchaser's own risk, which is expected to safeguard its own interests towards the carrier according to the terms of law; in particular, EVOLUTION SRL is not responsible, independently of the shipping and delivery terms, for loss and damages of the goods.
- 7) The terms of delivery are intended in working days and start from the date of written confirmation of the order; however, they must be considered as merely approximate and, therefore, not binding for EVOLUTION SRL, which will establish the aforesaid terms according to the demands of its own production cycles; any delay in delivery due to any reason or the eventual partial execution does not give the purchaser the right to recede from the purchase order, or to pretend anything for direct damages, or to delay payment of the supply disregarding the agreed payment terms.
- 8) Any defects or deformities of the goods must be communicated to EVOLUTION SRL in writing, within and not later than 7 days from the delivery of the goods, meaning for this purpose the date the purchaser signs the delivery note; it is however understood that EVOLUTION SRL is not responsible for deformities, defects and/or damages caused by unauthorized works and modifications by improper use of the goods.
- 9) Unless otherwise agreed, EVOLUTION SRL provides a warranty whose duration varies according to the type of product. Further information regarding the applicable warranty periods is available on the website [www.faradworld.com](http://www.faradworld.com). EVOLUTION SRL guarantees its products only for defects in projects design or manufacture that can be traced back to it and reported in writing; to this regard, after having verified the defects, EVOLUTION SRL reserves the right to replace only the defected parts and, it is also understood, that the value of the guarantee cannot exceed the sum paid by the purchaser for the defective material.

10) EVOLUTION SRL does not accept returned goods, unless previously agreed with EVOLUTION SRL which, if it is the case, will authorize the return at the customers expenses.

11) Finally, it is understood that the characteristics of EVOLUTION SRL's products listed in our catalogue and website are merely indicative with the consequent obligation of the purchaser to check that they correspond to the meaning of use requested.

12) These Sales Conditions are subjected to the Italian Law. For any controversy that may arise regarding their correct interpretation and application, must be discussed by the court of Turin; these Sales Conditions have been drawn up in the Italian language and then translated in other languages with the consequence that, in case of any doubts, only the Italian text will be used to clarify any doubts.