

11.01.2017

## TERMS AND CONDITIONS OF SALE C.C.E.A. SRL

### 1. CONTACT INFORMATION

The items subject to these general Conditions of Sale are sold by C.C.E.A. Srl – with registered offices in Via Piave 2, 36077 Altavilla Vic.na (VI) ITALY, VAT Reg. no. 02374040240.

Please contact us by telephone from Monday to Friday between 8:30 am to 12:30 pm and 1:30 pm until 5:30 pm, at the telephone number stated below, or by e-mail at the following address: [ccea@ccealights.com](mailto:ccea@ccealights.com).

Your contact person is available at our Headquarters or your closest Distributor can be contacted on our website: [www.ccealights.com](http://www.ccealights.com). Headquarters Telephone: 0039-0444-572083; or by fax: 0039-0444-572337.

### 2. GENERAL CONDITIONS OF SALE, MAINTENANCE AND REPAIR

These General Conditions of Sale, Maintenance and Repair established by C.C.E.A. Srl shall be applied to any sales transaction. They are available also on our website [www.ccealights.com](http://www.ccealights.com).

### 3. MINIMUM ORDER VALUE

The minimum order value is Euro 200.00. If the value of the order is lower, an advance payment will be required. This minimum order value concerns also the shipping of any scheduled orders.

### 4. CONDITIONS OF TRANSPORT WITHIN THE EUROPEAN UNION

The terms and conditions of sale of the C.C.E.A. Srl products shall be “delivered Ex-Works”.

Shipping costs shall be charged to the customer based on the weight and volume of the item/s, and also based on the Country of destination of the goods.

### 5. OFFERS AND ORDER CONFIRMATIONS

The offers for sale issued by C.C.E.A. Srl shall be valid for 30 days effective from the issue thereof and shall be limited to the full supply of the goods covered therein. After the expiry of said term, said offer will no longer be valid. The offers for sale shall not include in any case: installation, fixing and/or wiring accessories and other similar services, unless said services are expressly included in the offer.

C.C.E.A. reserves the right to amend the content of the offer at any time, which in no case shall be held binding until the relevant order confirmation is issued. The order confirmation shall be deemed accepted if no different written instruction is given within 3 days of the date when the confirmation was delivered.

The Value Added Tax (VAT) and the WEEE fee, if any, shall be added to any amount expressed in Euro within the Italian territory.

No consignment sales are provided, unless different agreements are reached with the relevant Sales Officer who may grant, under exceptional circumstances, a 3 weeks trial period of the product. The shipping costs of the item under consignment shall be fully borne by the customer.

C.C.E.A. s.r.l.

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### *5.1 Shipping by express courier*

In the case where a shipping by express courier is requested, the costs are FROM TIME TO TIME accounted for the items, based on the fees charged by each courier service and regardless from the value of the goods. The following express courier services are offered:

- Shipping by express freighter / delivery booking or scheduled hour delivery services
- Shipping by express freighter, with delivery of the goods within 10:00 am of the following day
- Shipping by express freighter, with delivery of the goods within 12:00 pm of the following day

### *5.2 Shipping by non-contracted couriers*

Following the standardisation of all the processes related to the shipment of the goods, C.C.E.A. Srl uses only, by a general rule of conduct, its own freighter (both for normal and for express shipping).

A fee of Euro 20.00 shall apply to each shipment, which, upon request by the customer, will be managed differently from the current internal regulations on shipping and transport.

#### *Note: Ex-Works Delivery*

C.C.E.A. Srl shall not be responsible for any cost arising from any delay caused by the collection of the goods by any contracted and/or not contracted freighters.

## **6. DELIVERY TIMES**

C.C.E.A. Srl has in stock a limited range of standard products and/or products with a high turnover index in order to meet any short-term request. It is however not possible to hold a complete inventory of the full product range; some items are manufactured only on order.

The products in stock are typically shipped within 3-5 working days. The maximum delivery times for the items not in stock are typically 4 weeks. In any case, the shipment date will be confirmed with the order confirmation which, unless differently agreed, shall not be binding and may be amended. C.C.E.A. Srl reserves the right to change the delivery date if any issue arises, i.e. in case of any difficulty affecting the supply of the raw material.

## **7. PAYMENT TERMS**

Advance payment is required until C.C.E.A. Srl and the customer reach an agreement on a different payment method. Special conditions may be granted based on specific contract or agreements between the parties.

## **8. VERIFICATION OF SOLVENCY**

If C.C.E.A. Srl enters in a negotiation with new customers or in suspect circumstances, the company reserves the right to carry out a verification of their solvency. In order to reduce credit risk, the company reserves the right to ship the goods only after advance payment and based on the results of the solvency verification and the actual credit limitations. This is the reason why, in certain cases, the goods are shipped only upon reception of the advance payment. The customer will be notified timely and the payment will be agreed with him.

## **9. RETENTION OF TITLE**

9.1 C.C.E.A. retains title to the delivered products until the purchase price and any and all claims against the customer that C.C.E.A. is entitled to under their business relationship have been fully settled. For the duration of the retention of title, the customer shall handle the products subject to retention with care. It shall in particular sufficiently insure the products subject to retention at its own expense at replacement value against fire, water, and theft damage. The customer shall provide C.C.E.A. upon the latter's request with proof of the insurance policy. The customer assigns to C.C.E.A., with effect as from today, all claims for compensation in connection with such insurance. C.C.E.A. herewith accepts such assignment with effect as from today. If the insurance agreement does not allow for such assignment, the customer herewith instructs the insurance company to make payments to C.C.E.A. exclusively. Any exceeding claims of C.C.E.A. shall remain unaffected.

9.2. The customer is allowed to sell the products subject to retention of title in the ordinary course of business only. The customer shall not be entitled to pledge the products subject to retention, to transfer them by way of security or to otherwise dispose of them in a way endangering title of C.C.E.A. The customer shall promptly notify

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C.C.E.A. in writing of any attachment or any other intervention by a third party, provide all information required, inform the third party of the title of C.C.E.A., and assist in all measures of C.C.E.A. in order to protect the products subject to retention. To the extent the third party is not able to reimburse C.C.E.A. the judicial and extrajudicial costs for enforcing title of C.C.E.A., the customer shall reimburse C.C.E.A. the loss sustained by C.C.E.A. in this connection unless the customer is not responsible for the breach of duty.

9.3. The customer assigns to C.C.E.A., with effect as from today, all claims in connection with the resale of the products with any and all ancillary rights, irrespective of whether the products subject to retention were resold prior or after processing. C.C.E.A. accepts such assignment with effect as from today. If such assignment is not permissible, the customer herewith instructs the third party debtor to make payments to C.C.E.A. exclusively. The customer shall be revocably authorized to collect the claims assigned to C.C.E.A. in trust for C.C.E.A. in the customer's own name. The amounts collected shall be transferred to C.C.E.A. immediately. C.C.E.A. may revoke the customer's authorization for collection and resale for cause, in particular if the customer fails to duly meet its payment obligations vis-à-vis C.C.E.A., defaults or ceases payment, or if the customer files for the opening of insolvency proceedings or similar debt settlement proceedings against its own assets, or if the request for the opening of insolvency or comparable proceedings against the customer's assets filed by a third party is denied for lack of assets. In case of a blanket assignment by the customer, the claims assigned to C.C.E.A. shall expressly be exempted.

9.4. Upon request of C.C.E.A., the customer shall promptly notify the third party debtor of the assignment and provide C.C.E.A. with any information and document necessary for collection.

9.5. In case the customer conducts itself contrary to the terms of the contract, in particular in case it defaults in payment, C.C.E.A. shall, without prejudice to its other rights, be entitled to rescind the contract after a reasonable grace period set by C.C.E.A. The customer shall promptly grant C.C.E.A. or its authorized agents access to the products subject to retention and return them. After due and timely notice, C.C.E.A. may otherwise dispose of the products subject to retention in order to satisfy its matured claims against the customer.

9.6. The processing or remodelling of the products subject to retention by the customer shall always be made for C.C.E.A. The customer's expectancy right to the products subject to retention shall also apply to the processed or remodeled item. Should the products be processed or remodeled together with other objects not belonging to C.C.E.A., C.C.E.A. shall gain joint title in the new item in the proportion of the value of the delivered products to the other, processed objects at the time of such processing or remodeling. The same shall apply in case the products are connected or mixed with other objects not belonging to C.C.E.A. in such manner that C.C.E.A. loses full ownership. The customer shall keep the new objects for C.C.E.A. In all other regards, the item created through processing or reconstruction as well as connection or mixing is subject to the same provisions as the products subject to retention.

9.7. In case the realizable value of the securities, taking into account usual valuation adjustments by the banks, exceeds the claims of C.C.E.A. arising from the business relationship with the customer by more than 15%, C.C.E.A. shall at the customer's request be insofar obligated to release the securities the customer is entitled to. The valuation should be based on the invoice value of the products subject to retention and on the nominal value of the claims. The choice of the security to be released is upon C.C.E.A. in each case.

9.8. In case of delivery to other legal systems in which the above provisions of retention of title do not have the same retaining effect as in Italy, the customer hereby grants C.C.E.A. a corresponding security interest. The customer will take all further measures that are necessary in this respect to grant C.C.E.A. such corresponding security interest. The customer shall assist in all measures necessary or conducive for the effectiveness and enforceability of such security interests.

## **10. RETURN OF GOODS**

Return of goods are allowed only upon request of the customer and only subject to prior written approval by the Technical Office of C.C.E.A. Srl. No return or change of special or custom orders shall be allowed.

### *10.1 Conditions*

C.C.E.A. Srl reserves the right to not accept the delivery of any goods returned without authorisation and without any accompanying tax documentation or in the case where the return cannot be properly handled due to the failure of the customer to deliver appropriate information

Returns are accepted if the following conditions are met:

- a) The return must be carried out within 3 days of reception of the goods.
- b) The goods are from the stock, and are published on our catalogue or on our website and are not custom items.

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- c) The goods must be returned in their original packaging, in the same conditions of the day of their shipment, not damaged and suitable to be sold again
- d) No return of products which were damaged during the shipment or which were tampered will be accepted.

#### 10.2 Credit notes for returns

- a) Returns will be credited at the price stated in the Sales Invoice, with the rebates and the discounts provided on each case.
- b) Shipping costs will be not refunded.
- c) We reserve the right to charge the customer with an handling fee for the return process.
- d) Shipping costs, custom duties and handling fee will be deducted from the refunded sum or will be charged later.
- e) C.C.E.A. Srl reserves the right to deduct immediately or charge later any further cost incurred, for example for processing, repainting, etc.
- f) Post costs will be not refunded.

### 11. WARRANTY

C.C.E.A. Srl guarantees its products for two years after delivery, and specifically that its products are not affected by any manufacturing faults or malfunctioning. In case of any faults or malfunctioning, the customer shall submit a request for repairs using the warranty form which must be filled in all its parts.

Following receipt of the approval, the customer must deliver to C.C.E.A. the faulty device complete with any accessory. If the assessed faults can be traced back to conditions covered by the warranty, only during the first year after the delivery date (commercial warranty) the shipping costs will be borne by C.C.E.A.

C.C.E.A. shall be responsible for establishing if the device can be repaired or must be replaced. C.C.E.A. will notify from time to time the schedule required for the repairs. If a repair is not covered by warranty, C.C.E.A. will send a cost estimate that the customer will have to confirm within 30 days. Failure to submit written confirmation of acceptance of the quotation by the deadline, C.C.E.A. will send back the item at customer charge or demolish the lamp.

C.C.E.A. Srl shall be responsible for any cost arising from any repair, caused by reasons covered by the warranty, for a period of two years.

The warranty shall not cover:

- a) Any consumable part: for example, light bulbs;
- b) Transport, packing and shipping;
- c) Any damage caused by:
  - Installation and any improper use or any use differing from those listed in the user's manual;
  - Repairs or attempted repairs carried out by any staff not authorised by C.C.E.A.;
  - Use of the device under different environmental conditions from those indicated by the user's manual;
  - Damages caused by infiltrations of liquids within the lamp by aggressive chemical agents;
  - Failure to comply with the precautions to be observed during the transport and the failure to use the original packaging (it is advisable to keep the original packaging with the lamp)

The Customer shall not be in any case entitled to charge to C.C.E.A. any cost related to installation/dismantling, staff and travel costs incurred for the replacement of a faulty product.

### 12. LIMITATION OF LIABILITY

C.C.E.A. Srl accepts no liability for disruption or delays attributable to force majeure, in the event it is unable to execute an order within the terms established under the agreement.

### 13. WEEE DISPOSAL

For the C.C.E.A. Srl products, which are classified as "Electrical and Electronic Equipment", it is provided the disposal of the used product, defined "WEEE" (Waste of Electrical and Electronic Equipment), at Recycling or Collection Points.

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As regards the disposal of said products in the countries in which the legislation to be applied for said operations is not the "EU Directives of WEEE: 2012/19/EU, 2002/96/EC, 2003/108/EC", compliance with local regulations is advisable.

#### 14. UPDATES AND/OR MODIFICATIONS TO THE PRODUCTS

C.C.E.A. reserves in any case the right to modify in any moment the design details of its products in order to improve their performance, subject to notice to the Customer in case of any substantial change (dimensions, connection)

Place, date

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Signature

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