



GENERAL SALES CONDITIONS

1-Introduction

Business relations between World Trade SpA. and customers are solely regulated by the following general sales conditions, excluding any other form of agreement, if not agreed upon in writing; even an on-line order implies the total acceptance of the following conditions.

2-Customer

World Trade SpA sells to:

- hardware and software distributors and retailers who are authorised members of the Chamber of Commerce, Industry, Crafts and Agriculture;
- system integrator;
- software house;
- end users;

WORLD TRADE SPA uses its own internet site www.worldtrade.it for commercial communication which from now on will be referred to as "internet site"

3-Responsability

World Trade SpA is not responsible for any direct/indirect damage or loss arising from the sales of goods and services offered in the catalogue published on the web site www.worldtrade.it, including delayed and/or failed delivery of the product, neither for the correspondence of the goods to the details published on the site or for any other fact not directly attributable to World Trade SpA.

4-Technical Information

The technical information on the internet site www.worldtrade.it is obtained from information published by the producing company of the goods in our catalogue. World Trade SpA, therefore, reserves the right to change/adapt the technical and dimensional information of the products in the catalogue, according to that communicated by the producers, even without any forewarning.

5-Orders

Orders are received, as long as World Trade SpA accepts, only and exclusively in writing, by fax, post, telephone or on-line. The proposal is considered not accepted, in every respect of the law, even if only for accounting, administrative reasons or for lacking the product. For fax, post, telephone or internet orders customers can check they have been accepted by phoning the business sector of the company.

6-Prices

All prices in the web site product section are to be considered suggested price list Ex Works, VAT not included. If the price should not be specified the Customer needs to contact the company marketing service by means of e-mail or telephonically. Prices can be modified in any moment without any forewarning. Tutti i prezzi inseriti nel sito nella sezione prodotti sono da intendersi listini suggeriti, Ex Works, IVA esclusa. Qualora non fosse specificato il prezzo, il Cliente dovrà contattare il servizio marketing della società a mezzo posta elettronica o telefono. I prezzi possono essere modificati in qualsiasi momento, senza alcun preavviso.

7-Product Availability

Information about technical details in PDF format, estimated expected arrivals and availability of the products in the World Trade SpA storehouse, updated in real time from Monday to Friday, holidays and the days before excluded, is published on the web site www.worldtrade.it in the product section.

Seeing as the possibility of and access to phone, fax and on-line orders modifies in real time the availability of the product, World Trade SpA cannot guarantee the certainty of delivery until the order itself has not been dispatched.

8-Dispatch and Delivery

Deliveries will be carried out using transporters chosen by World Trade SpA, unless there is any different agreement. Goods will always travel at the customer's risk. Only in cases where goods' insurance expenses have been charged to the customer with invoice regarding the individual delivery will World Trade SpA undertake to send a new product if any proven theft/loss occurs before reaching the Customer (when the same product is unavailable and/or out of stock the company will propose a different article with the same characteristics) following the modalities and terms foreseen by the stipulation of its own insurance contracts.

Supposing the transporter is charged, on whatever basis, by the Customer, World Trade SpA assumes no responsibility for what occurs once the delivery has been handed to the transporter indicated by the Customer. Delivery times can undergo variations owing to circumstances beyond one's control such as traffic or road conditions generally or legal reasons. The delivery, save any different written agreement between the two parties will take place in the times and ways defined by the courier himself.

9-Risk and Ownership

Goods are sent carriage free with an invoice by couriers agreed upon by World Trade SpA itself and at the customer's risk, if goods are sent carriage forward, following the customer's indications, it is also to be considered at the customer's risk from the moment the goods are handed from the store to the vehicle. On delivery the customer needs to check the integrity of the parcel and its correspondence in terms of quality and quantity to that indicated on the accompanying document (IMMEDIATE INVOICE OR TRAVEL DOCUMENT). If any deformity is found it should be recorded on the same accompanying document and confirmed by fax or registered mail sent within seven days to World Trade SpA to the relevant salesperson. Even if the packaging is intact the goods should be checked within seven days of receiving. Any hidden fault should be communicated in writing by fax or registered mail. Any communication received after this time will not be considered. For every declaration the customer assumes full responsibility for that declared.

10-Payment

The goods supplied can be paid for in line with the modalities previously arranged with the company ;

Advance bank transfer;

Cash on delivery (service carried out by means of a society of systems for checking commercial risks). Any different conditions need to be agreed upon in advance with World Trade SpA exclusively in writing. Technical modalities and bank details will be communicated to the Customer on each separate occasion by the administrative office or marketing sector. World Trade SpA reserves the right, in its firm opinion, to not go ahead with the delivery of goods, even after having accepted the order, to customers which result, according to internal standard procedures as "not trustworthy", or rather that have had or still have " outstanding or unsettled/delayed payments" or with whom World Trade SpA has open "administrative or legal cases" .

11-The right to cancel orders

The customer can ask for the order to be cancelled before it has been dispatched by World Trade SpA and World Trade SpA reserves the right to decide whether to accept the request for cancellation. Cancellation and acceptance of this need to be communicated in writing. The request for cancellation of the order will, however, be refused if the goods have been specifically ordered by World Trade SpA from their own supplier and the latter, in his turn, has not accepted the cancellation of the order.

12-Returning Goods

Returning goods to World Trade SpA needs to be requested in writing, indicating the reasons for such a request, quoting the invoice and/or travel document details and needs to be explicitly authorised even "on-line". Goods can be returned only once "the return number R.M.A." has been authorised and assigned. Goods to be returned must be in perfect condition, in the original packaging and sent carriage free to the WORLD TRADE SPA warehouse, and quoting, on the document, the return number assigned.

13-Reclaims

Any possible delivery errors or lack of material should be communicated in writing according to the modalities and terms indicated in point 9.

14-Guarantees

Purchasing material at World Trade SpA implies the entire acceptance of the guarantee terms supplied by the producer, beyond World Trade SpA's control. The customer is therefore aware that the goods purchased will be guaranteed by the producer and according to the conditions by him established, with World Trade SpA acting only as intermediary, and entirely accepts, therefore, all the modalities of the terms of guarantee, and for example, that the guarantee manager is not necessarily World Trade SpA.

If the Customer proves that a working defect of the computerised product is due to a custody fault for which World Trade SpA can be held responsible, the latter will respond if the defect means the product is no longer suitable for what it was intended, its value has decreased substantially or if it lacks qualities which were promised or are essential for use.

In such cases, reclaims regarding products delivered by World Trade SpA to the Customer, must reach the Marketing department within 8 days of receiving the product, by fax, mail or registered post and with the copy of the bill or invoice or travel document attached, making the reasons for the reclaim and the reasons why World Trade SpA can be held responsible for such defect clear. If the deadline is exceeded the reclaim cannot be accepted.

Unless there is written permission from World Trade SpA, and unless the defect is not recognisable without opening the packaging, reclaims will not be accepted if the product's packaging is not the original and intact and with no stickers or labels different from the original ones.

The fact that a return number RMA has been assigned does not imply material under guarantee will be accepted.

15-Processing Personal Data

We inform that for setting up and implementing contractual relations our society needs to deal with your "personal data", therefore, according to as much stated in article 13 of the legislative decree n. 196/2003, we provide the following essential information, directing you to the Society internet site www.worldtrade.it. and to the section "Privacy".

Your personal data will be processed in relation to the contractual requirements and consequent fulfilment of legal and fiscal obligations, as well as to allow efficient management of financial and commercial relations; such processing will last for the duration of contractual relations and subsequently to complete obligations of law and for administrative and commercial purposes. Processing of data takes place using suitable devices and procedures for guaranteeing security and privacy and can be carried out using paper or with the aid of electronic devices.

As regards the data which we are obliged to know, in order to fulfil the obligations of law, failing to communicate it means that relations cannot be set up or continued, within the limits of which such information is necessary to carry them out; whereas failing to communicate data which we are not obliged to know will be evaluated by us on each occasion and will determine the consequent decisions related to the importance for us of data requested but not provided by you.

Your data will not be divulged, however it could be communicated by us to those who are responsible for dealing with it within our Society, and in particular to those in the commercial, technical and logistic offices; moreover it can be communicated to those who need to gain access to it for purposes auxiliary to the relation between us, within the limits exclusively necessary for carrying out the auxiliary jobs assigned to them, like for example: credit institutes and forwarding agents.

As regards your personal data you can exercise your rights foreseen by article 7 of the legislative Decree n. 196/2003, directly addressing our Society which is "controller of personal data processing" and whose details are found in the heading of this document.

16-Commitment to not divulge information

The Customer must recognise that the information made available to him is entirely private in order to guarantee the business interests established between the customer himself and World Trade SpA. For these reasons the Customer must:

- Not spread such information in any way. If such should happen World Trade SpA reserves the right to carry out necessary checks and undertake legal action if such diffusion should be harmful.
- Communicate opportunely to World Trade SpA the user-Id of people who no longer collaborate with the customer's society so as to eradicate them.
- Ask World Trade SpA to modify his own User-ID/Password if there is any doubt they could have been divulged externally.

17-Controversies

For any controversy which should arise the Court of Rimini will have jurisdiction.

18-Conditions

The conditions contained in this document can be modified with no prior forewarning and will be valid from the date published on the internet site www.worldtrade.it.

**Sole Director
World Trade SpA**