



Mod.2- General Conditions of Sale 22/1/2009 Rev.01

GENERAL CONDITIONS OF SALE

1. ORDERS

Orders can be placed as follows:

- By phone by calling 0039 0546 53250 from 8.30 a.m. until 1.30 p.m. and from 2.30 p.m. until 5.30 p.m.
- By e-mail to <u>massimo@ecorecuperi.it</u> / <u>ambra@ecorecuperi.it</u>
- > Through our website www.ecorecuperi.com by following the steps below:
 - 1. the customer asks for permission to the restricted area of our website by sending the Certificate of incorporation, which will be appropriately verified by Eco-Recuperi. If the operation succeeds, the customer will gain access to the restricted area.
 - the customer downloads from our website www.ecorecuperi.com the TERMS OF SERVICE AND PRIVACY POLICY, which must be signed and sent to Eco-Recuperi to the e-mail address massimo@ecorecuperi.it and ambra@ecorecuperi.it
 - 3. the customer sends to Eco-Recuperi to the e-mail address <u>massimo@ecorecuperi.it</u> and <u>ambra@ecorecuperi.it</u> the following GENERAL CONDITIONS OF SALE, which the customer must sign for acceptance.

If the order is successful, Eco-Recuperi will send an Order Confirmation. Otherwise, it is the responsibility of Eco-Recuperi to

contact the customer, either by phone or by e-mail.

2. PRODUCTS AVAILABILITY

Products available in stock are shown on the website – www.ecorecuperi.com – in the restricted area. Information regarding the products availability is updated daily.

The following chromatic scale distinguishes the different levels of availability of the products:

- green: high availability
- yellow: medium availability
- red: low availability

Eco-Recuperi reserves the right to not fulfil or to partially fulfil an order since products availability as shown on the website is subject to changes, sometimes substantial.

Further information will be given on-line. Eco-Recuperi will contact the customer if unable to fulfil an order.

3. TERM OF CONTRACT

If the operation succeeds, the term of the contract will be 1 year. Upon expiration, the contract will automatically be renewed for the same period, unless one of the two parties notifies the other party 90 days before contract expires by sending a registered letter with signed return receipt.

4. PRICES

The price list indicates prices to be considered net of costs and could periodically change due to the trend of the market. Any price variation is always posted on the website.

5. PAYMENT

If the payment is delayed or in the event of a partial payment of a fulfilled order, Eco-Recuperi has the right to enforce the current regulations on the interests on arrears and has the right to suspend the supply.

6. COSTS

Taxes and burdens of taxation, present and future, which are directly related to the contract, will be beard by the customer from the day such taxes come into force.

7. SHIPMENT

Supply minimum order net of VAT is 1000,00 euros.

ECO-RECUPERI S.r.I. – Sede Legale e Operativa: Via Roma, 24 - 48027 Solarolo (Ra) Italia – Sede Operativa 1: Via Larga, 4/b – 48027 Solarolo (RA) Italia - Italia - R.E.A. 155239 - Capitale sociale € 70.000,00 i.v.- Registro delle Imprese di Ravenna: RA-1998-1162 - P.IVA e C.F. 01409540398 - www.ecorecuperi.it - Tel. 0546.53250 – ecorecuperi@legalmail.it – SDI J6URRTW

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8. GUARANTY

Each packaging comes with a manufacturer's sticker which guarantees that every packaging was inspected and examined. The manufacturer's sticker indicates: batch, date of packaging of the product and the code of the control worker who did the examination. The manufacturer's sticker must be kept in case of non-conformity of the products.

9. COMPLAINTS

We do not accept complaints after 8 days from goods receipt. In case of non-conforming goods, the customer must follow the procedure explained below in point 10.

10. RETURNED GOODS

In case of non-conforming or flawed goods, the customer can download from our website – www.ecorecuperi.com – the RMA form – the form which gives you the authorization to return the goods – and follow the instructions that comes with this form.

11. JURISDICTION

The court of Ravenna shall have exclusive jurisdiction over any disputes relating to the terms and conditions mentioned above.

The Contracting Party

Date

Pursuant to and in accordance with Sections 1341-1342 c. Endorsement especially of the Sections 1,2,3,4,5,6,7,8,9,10,11,12,13.

The Contracting Party

Date

In case of acceptance, please return a copy of the present contract, stamped and signed, and please also provide us with the following required information:

COMPANY NAME	
REGISTERED OFFICE	
BILLING ADDRESS	
VAT NUMBER	
TAX CODE	
BANK	
IBAN	
ABI	CAB

Having read and understood the terms of service and privacy policy, pursuant to and in accordance with Section 13 D.lgs. 30 June 2003 n. 196.

The Data Subject

Agreement of the data subject to the processing of personal data

I, the undersigned data subject, herewith give, with my signature, my free permission, so that the data controller can proceed with the processing of my personal data as they appear in the present document.

In witness

The Data Subject

Attachment: Informative document pursuant to and in accordance with Section 13 D.Igs. 30 June 2003 n. 196

Dear customer, in conformity with what is prescribed by D.lgs. 196 of 30 June 2003, we herewith give you specific information as to how and to what end your personal data are handled, as well as information regarding the communication field and the spreading area of personal data, in accordance with the nature of the data in our possession and its processing.

Aim of the processing of the data

Your data are handled in relationship to the contractual obligations and to the administrative, accounting, fiscal and welfare needs.

Your data could be disclosed to data processing companies, tax consultancy and accounting services, lending institutions, debt collection companies, insurance companies, business information companies, and companies working in the transport industry.

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Nature of the submission

The submission of data is optional.

Furthermore, the data processor wants you to be aware of the fact that any non-communication or wrong communication of the mandatory information will have as consequences:

the impossibility of the data controller to guarantee the suitability of the processing as to the contractual agreements.
the non-correspondence of the results of the processing with its fiscal, administrative and working rules.

Your rights are asserted under Section 7 of the mentioned Code; especially your right to access your personal data and ask for a rectification, an update or the erasure of the data if incomplete, wrong or gathered in violation of law; and your right to object to its processing, for legitimate reasons, by addressing your requests to COSTA MASSIMO.

Data controller: COSTA GIOVANNI

Data processor: MAZZONI ELENA

In charge of the business department: COSTA MASSIMO

In witness

The Data Processor