

## **GENERAL CONDITIONS OF SALE OF COMBUSTION AND ENERGY**

### **Art. 1 Premise: Scope of validity**

- 1.1 These general conditions of sales of the Combustion and Energy Srl, hereafter called C&E, apply to all sales and deliveries of goods or other services.
- 1.2 Changes and additions to these conditions of sale and delivery come into effect only with the specific written acknowledgement between C&E and the party to the contract, hereafter called CLIENT.
- 1.3 Possible written and/or verbal agreements by C&E agents, distributors and/or external collaborators are not binding for C&E if not previously specifically acknowledged, approved and signed by C&E.

### **Art. 2 Purchase Orders**

- 2.1 The orders sent to C&E by the CLIENT cannot be revoked for 30 (thirty) days.
- 2.2 The contract concerning every single supply is to be considered accepted as soon as C&E gives written acknowledgement of the order, by its silent behaviour, sends the goods. Anyway C&E has the unquestionable right to refuse the received order.
- 2.3 Any kind of penal will not be accepted.

### **Art. 3 Subject of the order**

- 3.1 The CLIENT has to ask in advance for information about the validity of the price list to point out clearly the products that concern his order; to this purpose the customer can use codes and descriptions of the object in the C&E price list valid at the date of the acknowledgement of the order; these price list, as well as the brochure and all the advertising documents and materials printed by C&E have only a general value and cannot be considered as part of the order, unless they have been explicitly mentioned and accepted by C&E.

### **Art. 4 Prices**

- 4.1 The price list of C&E does not represent any offer, it is simply and can be modified by C&E without any previous warnings.
- 4.2 The price are to be considered in Euro and do not include VAT, shipment, insurance and transport.
- 4.3 All the purchase orders whose amount is less than Euro 300,00 (three hundred)+ VAT will not be supplied.

### **Art 5. Delivery**

- 5.1 Every supply is ex-works. Therefore, all transport, insurance procedures and costs, as well possible other costs are to be accomplished by the CLIENT who takes any risks linked to them.
- 5.2 In the absence of another agreement between the parties as concerns the order, C&E choose the forwarding company. In this case C&E will act as client representative, the CLIENT will take any costs and risk linked of theme. If the CLIENT does not agree, he will delivered the goods from C&E factory within 5 days since the goods are ready. In case the CLIENT does not retire the

Rev\_00 del 07.09.2015

---

## **COMBUSTION AND ENERGY SRL**

Workshop/Head office: Via per Dolzago, 21 - 23848 Oggiono (LC) – Registered Office: Via Ponchielli, 7 - 20129 Milano (MI) -  
Ph. +39(0)341.260926 - info@ce2k.com - www.ce2k.com - info@luxsolar.com - www.luxsolar.com  
LXS and LUXSOLAR are trademarks of Combustion and Energy Srl

goods in 5 days, the client will refund to C&E all the costs for the maintenance. Elapsed 30 days C&E will be allowed to resell the goods.

5.3 All the cost and risks shipment, included the stop at transport's factory, are at risk of CLIENT.

5.4 C&E reserves themselves the possibility to delivery part of the entire job, short of otherwise mandatory in the order.

#### **Art. 6 Complaint and repaid**

6.1 When the CLIENT receives the products, it must check immediately the condition and the conformity of the products.

6.2 All the complaints to the conformity order, must be communicate in a written way not more than 3 days after the delivery.

6.3 The product's return by the CLIENT must be allowed in the written way by C&E.

6.4 Manage of repaid:

- The problems due to the shipment must be communicate in no more than 7 [seven] days from the goods delivery date;
- C&E will look at CLIENT's request and if necessary, will open a corrective action;
- The products repaid must arrive in C&E ex work within 10 days from the corrective action beginning's date;
- The repaid not allowed will refuse.

#### **Art. 7 Warranty**

7.1 C&E warranty its products only for problems due to its job.

7.2 The warranty is intended for 12 months from the starting of the complete unit but not more than 24 months from the selling date.

7.3 For the integrity of the warranty, the products must not be tamper with and must be returned to C&E in the original condition.

7.4 The Warranty will take effect only when the goods are completely paid.

#### **Art. 8 Commercial conditions**

8.1 All the payments, except otherwise agree, must be cash, Nevertheless C&E reserves itself the possibility to change the CLIENT payment conditions.

#### **Art.9 Patent, Trademark, software**

9.1 The CLIENT recognized that the name of C&E, its graphic composition and its know how, are property of C&E.

9.2 The CLIENT cannot, within a previously written authorization from C&E, remove, use and delete any information present on the products sell by C&E.

#### **Art. 10 Legal conditions**

10.1 All the legal problems will be done exclusively on "Foro di Lecco".

#### **Art. 11 Validity**

11.1 All the general sale conditions here included, can be modified without any notice ([www.ce2k.com](http://www.ce2k.com))

Rev\_00 del 07.09.2015

---

## **COMBUSTION AND ENERGY SRL**

Workshop/Head office: Via per Dolzago, 21 - 23848 Oggiono (LC) – Registered Office: Via Ponchielli, 7 - 20129 Milano (MI) - Ph. +39(0)341.260926 - info@ce2k.com - www.ce2k.com - info@luxsolar.com - www.luxsolar.com

LXS and LUXSOLAR are trademarks of Combustion and Energy Srl