

NOTICE FOR THE PURCHASER

For your convenience, printed in full below are the GENERAL TERMS AND CONDITIONS OF SALE (hereinafter "General Terms"), which form an integral part of your order and therefore apply to the purchase indicated in the present invoice. The following General Terms represent an integral part of all our agreements referring to sales of goods, even when orders are accepted by phone, by word of mouth, by fax or email, or using other computer connections and/or websites. These General Terms shall not apply in the case of sales of services or else. Any variation whatsoever made to these General Terms shall be laid down in a written agreement between Purchaser and Vendor, duly signed by both parties.

GENERAL TERMS AND CONDITIONS OF SALE

- 1) **ORDER**
The Goods referred to in each sales transaction between the Purchaser and the Vendor shall be described in the purchase order ("Order") which the Purchaser transmits to the Vendor using the means provided by the Vendor or the Vendor's intermediaries.
- 2) **AGREEMENT**
The sales agreement for the goods ("Agreement") shall be based on the Order and on the present General Terms. The Agreement shall be executed when the Purchaser is advised in writing by the Vendor that the Order has been accepted or, should no notice to this effect be received, when the Order is fulfilled with delivery of the goods to the carrier or forwarding agent.
- 3) **TERMS OF DELIVERY**
The terms of delivery shall not be binding on the Vendor. The Vendor may, within reasonable limits, bring forward or delay delivery of all or part of the consignment, without thereby entitling the Purchaser to demand total or partial termination of the sales transaction, or payment of compensation or indemnity. It is nonetheless understood that every possible effort will be made to execute the order on the dates requested.
- 4) **REFUSAL TO TAKE DELIVERY**
Should the Purchaser refuse to take delivery of all or even only part of the consignment, the Vendor may, at such party's own absolute discretion, demand the execution of the terms of the Agreement, and announce its total or partial termination. In either case, the Vendor shall remain entitled to the payment of damages. Any liability whatsoever on the part of the Vendor for risks that may derive from or be related to the storage of the goods shall be excluded.
- 5) **WARRANTY AND LIMITATIONS**
The Vendor guarantees that the goods shall be free from manufacturing faults; the warranty shall not cover defects attributable to tampering with the goods, or to their improper use. The provisions of the warranty shall be explicitly limited to goods ascertained as missing and to replacement of goods returned and ascertained as faulty. In both cases, the Vendor is entitled, at such party's absolute discretion, to offer a corresponding reduction of the price. No return of goods shall be accepted unless previously agreed.
- 6) **PAYMENTS AND ACCRUAL OF INTEREST ON ARREARS**
Payments shall be made to the domicile of the Vendor in the forms and by the dates established. For late payments interest on arrears shall be charged at the legal rate, as from the day following the due-date for the relative payment.
- 7) **SUSPENSION AND TERMINATION**
The non-payment, albeit only partial, of consignments or of any sum owed by the Purchaser shall exempt the Vendor from any existing obligations to such Purchaser, at any time and without any need for prior notice. The Vendor shall be similarly entitled whenever changes take place in the person of the Purchaser, the Purchaser's corporate structure, the composition of its deliberative bodies or management, its financial situation, net worth or business image, and likewise in the case of protested bills, pending enforceable or provisional procedures, interruptions, difficulties or delays in the fulfilment of obligations, also with respect to third parties, or episodes in any way ascribable to the Purchaser that may prove detrimental to the successful outcome of the Agreement and/or harmful to the business interests of the Vendor.
- 8) **ALTERATIONS AND COMPLAINTS**
The Vendor reserves the right to make minor alterations to models, measurements, materials and accessories, within the limits of the nominal tolerance values, and shall be under no obligation to inform the Purchaser of such alterations. Any complaints regarding shortages or damages apparent from examining the exterior of the packages containing the goods shall be made upon taking delivery of the goods – or otherwise risk loss of right – by reporting the fact on the receipt for the goods, which the Purchaser signs and hands back to the carrier. Any other complaint regarding the goods delivered by the Vendor shall be notified in writing within 8 days of receiving the consignment. Complaints shall be entertained only at the absolute discretion of the Vendor, and always after examining the disputed goods. The Purchaser may not return the disputed goods unless so authorized, in writing, by the Vendor.
- 9) **RESERVATION OF PROPERTY**
The present sale is executed with reservation of property (Art. 1523 et seq., Italian Civil Code) and the products shall therefore continue to be owned by the Vendor until total payment of the price has been made by the Purchaser. In the event of a credit transfer, with the payment made by third parties, the aforementioned reservation of property is deemed to be passed to such third parties.
- 10) **COMPETENT JURISDICTION**
Any dispute arising out of the Agreement shall be referred exclusively to the Courts of Montebelluna and of Treviso.
Notwithstanding, the seller will have, in any case, the ability to operate in front of the competent tribunal at the domicile of the buyer.
- 11) **PRIVACY**
Personal data and fiscal data acquired directly and/or through third parties by Lotto Sport Italia S.p.A. with head-office at Via Montebelluna 5/7, 31040 Trevignano (in the province of Treviso), the controller of the data processing procedures, shall be processed for contractual and legal needs, as well as to allow efficient management of business relations. The data may be transmitted in Italy and/or abroad to our network of agents; factoring companies; banks, credit collection firms; credit insurance companies; business information companies; self-employed professionals and consultants, firms operating in the transport sector. The party who is the subject of the data may exercise all the rights contemplated by art. 7, legislative decree no.196/2003.