

ART. 1 OBJECT

1.1 These General Conditions of Sale (hereinafter referred as General Terms”) are applied to products sold on-line through the www.acerbistore.it , internet site (here in after referring to as “Site”) owned by Acerbis Italia S.p.A., with registered office at Via Serio nr. 37, 24021 Albino (Bergamo), Italy, registered in the Bergamo Registrar of Companies to No. 00862020161 and VAT number 00862020161.

1.2 Products purchased at the Site www.acerbistore.it, are sold directly by Acerbis Italia S.p.A.; such purchases are reserved to direct final users and not addressed to commercial operators, such as wholesalers, retailers, or professionals who intend to re-sell such products to third parties.

1.3 Acerbis Italia S.p.A. reserves the right to modify these General Terms in any moment whatsoever after first providing Customers with previous announcement in the Site on occasion of the next access to the Site following the modification of the General Terms.

1.4 Acerbis Italia S.p.A. declines any and all contractual liability and /or liability outside the contract for direct or in direct damages and/or injury derived from its partial or total failure to accept orders.

ART. 2 DEFINITIONS

2.1 When used in these General Terms, the following words shall have the meaning set forth below:

a) Seller: Acerbis Italia S.p.A., with registered office in 24021 Albino (Bergamo – Italia), via Serio, nr. 37, registered in the Bergamo Registrar of Companies nr. 00862020161 and VAT number 00862020161.

b) Customer: the party identified by the data entered at the moment of compilation and transmission of the order form in electronic format with simultaneous acceptance of these General Terms.

c) Parties: Seller and Customer jointly considered.

d) Product/s: goods of the purchase agreement between Seller and Customer as it is described in the order form.

e) Catalogue: list of the Products purchased on line and consultable on the internet site of Acerbis Italia S.p.A. above mentioned (“Site”).

f) Site: it is the internet site owned by Seller with this internet address: www.acerbistore.it; purchase agreement shall be valid only after the execution of the procedure described in this site.

g) Sale Contract: any contract for the purchase of the Product/s on –line, between Seller and Customer; these agreements are arranged by the seller using the remote sales systems organised by Acerbis which by virtue of such contract employs the remote communication technology known as “internet”; for this reason such contracts shall be stipulated directly between Seller and Customer through Customer access to the internet Site, address by following the procedure indicated for the stipulation of the contract for the purchase of the Product.

h) Order: electronic form which the Customer shall draw up, in accordance with the procedure described on the Site.

i) Technology Card: this card is on the Site with all the information and the description of the Product/s and its technical specifications.

l) confirmation of the order: the confirmation shall be with the date and the hour of execution of the order and the Customer order number; the confirmation shall be sent by e-mail by Seller to Customer after the sending by e-mail of the order by the Customer.

ART. 3 APPLICATIONS OF THE GENERAL TERMS

3.1 These General Conditions of Sale shall apply to any Sales contract between Seller and Customer and shall prevail on any general conditions of purchase of the Customer, sending by the Customer.

3.2 The Customer by sending the electronic form, declares to know and to accept all the clauses of these General Terms.

3.3 The Customer is strictly prohibited from entering false and/or invented and/or whimsical names in on-line order procedures and any further communications; Seller reserves the right to take legal action for every violation and abuse of the above in the common interest and protection of consumers.

3.4 The Customer also agrees to release Seller from any and all liability derived from the issue of wrong fiscal documents derived from wrong data supplied by the Customer and that only the Customer will be exclusively liable for the correctness of such data.

ART. 4 ON LINE PURCHASE AND SALE

4.1 The Sale Contract will be concluded directly with the access to the Site by the Customer who shall follow all the procedures suggested on the same Site.

4.2 A Technology Card is available on the site, that illustrates the principle characteristics and technical specifications of each one of the Product. It is understood that the photos or figures provided on the Technology Card can not perfectly represent the characteristics of the Product and may be different for colour, dimension, accessories products shown in such photos or figures and it may vary in any moment without any advance notice of the seller.

4.3 Technology Cards are freely consultable and the Seller declines any and all liability for inaccuracies contained therein, because the Technology Card is only for the purpose of illustration.

4.4 The Customer shall register itself on the Site by entering the data requested with the format available on the Site and to choose its own personal code (password) and the identification code (User-ID). The same data will be treated in accordance with the law "Authorization treatment persona data" of D. lgs. 30.06.2003 n. 196, as indicated in the following articles of these General Terms.

4.5 The Customer can purchase only the Products offered on the Site at the price indicated therein by following the procedure indicated on the Site itself.; when the Customer has drawn up the electronic format on the Site, this shall be sent by e-mail to the Seller. The correct reception of the order shall be confirmed by the Seller through an answer sent via e-mail to the e-mail address indicate by the Customer. This confirmation order shall specify the date and hour of the filing of the order and the customer number to be used in further communication with the Seller. This confirmation order shall also include all the data entered by the Customer, who is required to check the correctness of such data and promptly shall inform the Seller about any corrections using the procedure indicated on the Site. The completion of the order is subject to despatch by the Seller of the confirmation order as above described.

4.6 The Seller reserves the right to request further information by the Customer, at his discretion, for the best execution of the sale contract.

4.7 The password, the identification code and any other data to enter or complete the purchase procedure, are strictly personal and can not be transferred to third parties, they shall be kept secret and for the reasons of security shall not be kept together or written on single document.

4.8 Whenever the Customer forgets the password and/or User-ID selected at the moment of registration, he/she, shall follow the procedure indicated in the respective section of the Site on order to request new data to access on the Site itself.

ART. 5 PRICE

5.1 The Product price is always indicated on the Site and it is indicate in the technical card or on the catalogue on-line.

5.2 The prices Products may be increased because of a modification of the production cost, raw material, cost labour; only the price indicated at the moment of confirmation of the order by the Seller shall be considered the correct price.

ART. 6 DELIVERY

6.1 Whenever the Products ordered are unavailable after the respective confirmation order has been placed by the Seller, the Seller will provide immediate notice sent to the e-mail address indicated by the Customer; the Seller will inform the Customer when the Product/s will be available and when it will be delivered until the most term of 20 (twenty) days.

6.2 The Products purchased will be delivered to the address indicated by the Customer. Each shipment shall contain:

- the Product/s ordered ;
- the respective invoice;
- transfer documents..

The Seller ships its Products to the Customer through selected express courier; all costs and risks and also all assurance obligations, shall be in charge of the Customer.

6.3 Without any obligation for the Seller and only in accordance with the availability of the Products and except force majeure, the Products shall be delivered by the Seller to the courier until 4 (four) working days after the sending of the confirmation order to the Customer.

6.4 Delivery terms shall be deemed as indicative, not essential and not binding for the Seller; the Seller shall not be liable for delays or non-delivery due to uncontrollable events. Unless otherwise agreed, the seller can not carry out partial deliveries.

6.5 Upon receiving the goods at his/her address, the Customer shall check the integrity of the Products and make sure that the quantity and quality of the Products received correspond to the specifications of the confirmation of the order received by e-mail by the Seller. Whenever any discrepancies are noted, it is responsibility of the Customer to bring such discrepancies to the attention of the courier and to refuse the Products.

ART. 7 PACKAGING

7.1 The cost for packaging is inclusive in the price of the Product and packaging shall be in accordance with Seller standard. All costs for any particular packaging requested by the Customer shall be borne by Customer itself., if feasible.

7.2 The Seller reserves the right to define the kind of packaging, according to the transport of the Products and except detailed request in the order of the Customer.

ART. 8 PAYMENTS

8.1 The payment of the Products shall be only by credit card or by cash on delivery.

8.2 Simultaneously with the conclusion of the transaction on-line, the respective bank will authorize only the outlay of the sum required for the order placed. The sum corresponding to the Products purchased will be confirmed debited to the Customer's credit card only after the respective order has been confirmed by the Seller.

8.3 Whenever the Customer chooses to exercise his/her right to withdraw in accordance with art. 12, following payment for Products purchased on-line, the Seller will instruct its bank to credit the exact sum to be reimbursed on the Customer's credit card.

8.4 The Customer shall possess a credit card that is valid at the moment of the order of the Products to be purchased on-line.

8.5 At no moment during the purchase procedure will the Seller be in the position to obtain information on the Customer's credit card because all such information are transmitted through a connection protected directly at the Site of the bank assigned to the management of the transaction. No data will be stored.

8.6 Under no circumstances can the Seller be considered liable for any fraudulent or inappropriate use of Customer credit cards used for the purchase of Products.

ART. 9 INVOICING

Acerbis shall issue the invoice of the Product sent to the Customer with the transfer documents. Invoices shall be issued by the seller in compliance with all the information that the Customer shall communicate with the order. After the issuing of the invoice shall not be possible to change the data of the invoices.

ART. 10 CUSTOMER DUTIES

10.1 The Customer shall have all means needed for a correct use of the Products; the Customer shall know all specifications of the Products.

10.2 It is understood that the Customer shall be responsible about the lack of information about the applicable laws and rules of the country where the Products will be used. The cost of conforming the Products shall be in charge of the Customer.

ART. 11 QUALITY AND WARRANTIES

11.1 All Products purchased through the Site www.acerbistore.it, are subject to the provisions of D. Lgs. nr. 206, 6 September 2005 (Code of consumption), with particular reference to the sales of goods by e-mail and the other laws and rules on same subject.

11.2 This warranty will be applicable to Products which present lack of conformity or malfunction that does not exist at the time of purchase as long as the same Products have been used correctly and with due diligence, in compliance with its intended use and as provided in any technical documentation and the technical rules.

11.3 The above mentioned warranty can not be applied in cases of negligence or carelessness in the use of Product; this warranty shall be considered personal and therefore addressed to the original Customer as direct and end-user.

11.4 The non-conformity of the Product shall be notified within the terms prescribed by law and by completing the format to be requested at the following address: www.acerbistore.it: This format shall be attached to the non-conforming Product by the Customer at the time of shipment to the Seller, together with copy of the confirmation order previously sent via e-mail by the seller as well as the confirmation of the return

11.5 The non-conforming Product returned by the Customer, shall be complete with the original packaging and all the accessories and documentation received by the Customer at the moment of the purchase. The return of the Product without the above mentioned original packaging, accessories and documentation will prevent the Seller the replacement of the Product.

11.6 The Seller reserves the right to verify the defect claimed by the Customer and to perform repair or replacement only after his making inspection. If following this check, the defect is not considered to be a non-conformity defect, the Seller reserves the right to charge the Customer the costs of verifications and re-establishment as well as shipping costs.

ART. 12 RIGHT TO WITHDRAWAL

12.1 Purchases made through the Site www.acerbistore.it are governed by Italian Law.

12.2 Whenever the Customer has made a mistake in the order and received an undesired article, he/she has 10 (ten) working days from the date of delivery to exercise the right to withdraw and return the Product.

12.3 In accordance with art. 5 del DL 185/1999, if the Customer is a consumer, in other words an individual person, who purchases the Products for no reason related to professional activity, the Customer has the right to return the Product purchased and to be reimbursed for the cost as described below.

12.4 The right to withdrawal is subject to the following conditions:

- The right is applied to the Product as a whole and not to its single parts or components;
- in hypothesis of prize operations or promotional sale, in which the purchase of the product is associated with another product that is sold at an insignificant price or even give for free, the right to withdraw will be legitimate exercised by returning both Products resulting by the purchase (provided that the second product is deemed a promotional accessories to the first product).

12.5 In order to exercise the right to withdraw, the Customer without being requested to provide explanations and without any penalty, shall send a notice indicating his/her intention to withdraw from the contract within the term of 10 (ten) working days from the date of receiving the Product. Such notice shall be sent to the following address:

ACERBIS ITALIA S.p.A

Via Serio nr. 37 – 24021 Albino (Bergamo) – Italia

12.6 At the same time as the communication to withdraw is sent, the Customer shall provided to return the undesired Product, wit a courier of his /her own selection; the Product shall be delivered to the following address:

ACERBIS ITALIA S.p.A.

Via Serio nr. 37 – 24021 Albino (Bergamo) – Italia

With enclosed copy of the above mentioned registered letter.

12.7 The Product shall be returned in integral condition and accurately repacked in its original packaging with all accessories. The shipping expenses for the return of undesired Product shall be borne by the Customer. Whenever the Customer exercises the right of

withdrawal in regard to more than one product in the same order, all such Products shall be returned to Acerbis Italia in a single shipment.

12.8 The Seller declines any and all liability for damage or the theft/loss of goods returned by uninsured shipments.

12.9 The Seller will reimburse the Customer of the Product's price paid for which the Customer elects to exercise right to withdrawal only on the condition that a copy of the confirmation order sent by e-mail from the Seller is also enclosed together with the Product.

12.10 Except further costs for damages and transport, the Seller will proceed to the reimbursement of the entire sum paid by the Customer at the moment of purchase within 30 (thirty) days from the date of receipt of the Product, if the product has been returned as described above.

12.11 The right to withdrawal is automatically lost in the following cases:

- whenever the Product is not returned in its original box or packaging;
- whenever the Product is returned incomplete without its accessories, tags, labels informative notes, etc.;
- whenever the Product is returned damaged by causes other than those incurred by shipping;
- whenever the Product has been used;

ART. 13 INFORMATION AND CLAIMS

For any further information or claims, the seller can be contacted at the following e-mail address: acerbistores@acerbis.it

ART. 14 COMMUNICATIONS

The Customer recognises and accepts that all the communications, notifications, certificates, information, statements and any other documentation regarding the operations performed in regard to the purchase of the Products will be sent to the e-mail address or she has provided at the moment of registration, with the possibility to download information on permanent support materials in accordance with the methods and limits provided in the Site.

ART. 15 DRAWINGS AND DOCUMENTS

15.1 All drawings, technical documents, technical specifications, pictures and any information about the Products, sent by the Seller, shall not be used for different aims.

15.2 The Customer shall not use the name, trademark and other rights related to intellectual Property.

ART. 16 INTELLECTUAL PROPERTY

All information, technical standards, technical specifications and procedures provided by the Seller are exclusive property of the latter. No brand licence or patent utilization or other Industrial or Intellectual Property right related to the provided technical specifications and to the provide know-how is granted to the Customer.

ART. 17 APPLICABLE LAW, LANGUAGE AND JURISDICTION

17.1 These General Terms are regulated by the Italian Law.

17.2 These General Terms are regulated by italian language not with standing any translation in a different language; in case of discrepancies between the italian and the translated version, the Italian version shall prevail and it will represent the official document to interpret the present General Terms.

17.3 The parties hereby agree that the provisions of the International Sale of Goods Conventions (CISG 1980, Wien) shall not be applicable.

17.4 All disputes concerning the sale of goods, in detail about the application and interpretation of the present General Terms shall be referred to the exclusive jurisdiction of the Court of Bergamo.

ART. 18 PRIVACY

According to the Italian Law n. 196/2003, the seller informs that the personal data of the Customer will be treated according to the above mentioned Law and in accordance with the description of the format attached. Acerbis Italia S.p.A., with its registered office at via Serio nr. 37 – 24021 Albino (Bergamo), is the holder of this treatment of personal data.

Customer

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In compliance with articles 1341 and 1342 of Italian Civil Code, the Customer declares to know and specifically approves the following clauses: 3 Applications of the General Terms; 4 On Line purchase and sale; 6 delivery; 7 Packaging; 8 Payment 10 Customer duties; 11 Quality and warranty ; 12 Right to withdrawal ; 15 Drawings and documents; 16 Intellectual Property; 17 applicable Law, language and Jurisdiction.

Customer

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ACERBIS ITALIA S.p.A.

PRIVACY PROTECTION

(ART. 13 D.Lgs. 30 June 2003 n. 196)

All personal data communicated or that shall be communicate to Acerbis Italia S.p.A., will be treated in compliance with the obligations of the agreement on line of the Client and in accordance with all the rules and laws of UE.

Client's personal data shall be treated only if the Client expressly authorizes pushing the specific button.

Personal data treatment is with electronic or automation means, but also paper currency, in accordance with art. 11 D. lgs 30.06.2003 nr. 196 respecting all the rights of the Client, in particular with reference to the privacy. The treatment shall be only during the period required to complete the provisions in accordance with art. 4 c. 1 D. Lgs. 196/2003.

In particular, with reference to art. 13 D. Lgs. 196/2003 and considering personal data , Acerbis Italia S.p.A. declares to its Clients that:

1. Client's personal data shall be treated by Acerbis Italia S.p.A. for the following aims:
 - a) Commercial activities ;
 - b) Others commercial activities like :
 - Fiscal and social security service;
 - Registration of the purchases in the Public Register;
 - Sending circulars;
 - Managment of the guarantess for working.
 - c) Activity described in the agreement;
 - d) Other activities not in the text of the agreement like:
 - To send advertsing material;
 - To organize meeting, conventions, and so on;
 - To partecipate premium sale.
2. To oppose to personal data treatment it shall be considered an obstacle for Acerbis Italia S.p.A. to complete all the obligations of the agreement and of all the rules and laws.
3. Personal Data will be communicates to third parties like:
 - Subsidiaries, or other companies of the Holding;
 - Public administration for fiscal control;
 - Banks and insurance companies.
 - Consultants;
 - Maintenance company of IT system;
 - Marketing Companies.
4. The Client may assert his right in accordance with art. 7, D. Lgs. 196/2003 as follows:

Art. 7 D. Lgs 196/2003 Interested Party Rights

1. The interested Party has the right to get the confirmation of his/her own personal data's existence, even if not registered yet and the communication of these in intelligible form.
2. The interested Party has the right to obtain:
 - a) The origin of his personal data;
 - b) The treatment and finality of the treatment;
 - c) The logic of the treatment in case of use of electronic material;
 - d) Any identification data of the owner, of the responsible or representing nominated as per art. 5, comma 2;
 - e) Persons or categories of persons to whom personal data might have been communicated or who might have access to the data as being the designated representative in the territory of the State, or responsible or any authorized person;.
3. The interested Party has the right to obtain:
 - a) Data' adjournment, rectification and if he has interest, integration of the data;
 - b) The cancellation, the anonymous transformation or the block of data treated breaking the law, included data which conservation is not necessary to the data collection motivation:
 - c) The certificate that the operation described at numbers a) and b) have been brought to the same people' knowledge which data had been communicated, excepted when this fulfilment could be impossible or too expensive;
4. The interested Party may completely or partially be opposed to:
 - a) For lawful cause, his/her own personal data treatment, even if data are pertinent to the data collection motivation;
 - b) His/her own personal data treatment aimed at commercial information, at advertising material sending, at direct sale, at market research realization, at interactive commercial communication.

Acerbis Italia S.p.A. with its registered office at via Serio, 37 – 24021 Albino (Bergamo) Italy, is the holder of the treatment of the personal data.

AUTHORIZATION TREATMENT PERSONA DATA

The undersigned, born in, on, and with permanent address at, has been specifically informed about what indicated in D. Lgs. 196/2003 and in detail about the treatment of personal data

COMPLY

NOT COMPLY

The treatment of his/her personal data for the aims of this document;
the communication of his/her personal data for the aims of this document and to third parties of this document;
the propagation of personal data for the aims of this document.

AUTHORIZE

NOT AUTHORIZE

The sending of advertising material by ordinary post or electronic mail.

Date

Signature