



TERMS AND CONDITIONS OF SALE

The purchase proposal formulated to the Seller automatically implies the acceptance of these Terms and Conditions of Sale by the Buyer.

1. Identification of the parties and definitions

The following words and expressions shall have the following meanings:

- Seller: GreyHounds.r.l. based in Montesilvano (PE), VAT number: 02137000689
- Buyer/Client: the physical or legal person, public or private, intending to buy goods from the seller produced or distributed for purposes strictly related to the pursuit of business or professional activity or for strictly private use in case of end-user;
- Contract: the contract made up of the present Terms and Conditions of Sale, possibly of the Order Form and of other attachments signed by both parties.

2. Object of contract

The supply only includes what is indicated on the Order Form and/or on the invoice. The features and data shown in catalogs, the web and/or any other documentation relating to the products to be supplied, are to be considered merely indicative, having exclusively illustrative purposes and not binding for the Seller.

3. Obligations of the parties

Merchandise orders are valid as irrevocable purchase proposal for those who place them and are not binding for the Seller, who reserves the right to accept them. The Seller reserves the right to reject the proposal in case: a) the Client is, or has been previously, defaulting to the Seller; b) the Client turns out to be listed in the Protest Registry or is subject to enforcement proceedings; c) the Client turns out to be civilly incapable, or does not meet the professional requirements (anymore) for his business activity; d) the Client has gone into compulsory or voluntary liquidation, or is subject of insolvency proceedings; e) the Client turns out to potentially endanger the regular payment of the goods which are subject of the contract, based on analysis carried out for purpose of prevention and to prevent the insolvency risk. In any case, the Seller reserves the right to subordinate the acceptance of the proposal to specific methods of payment and/or to the issue of an adequate guarantee. Eventual additions or modifications of the order will not be binding for the Seller, who can accept or reject them without detriment to the original purchase order. The purchase proposal formulated to the Seller automatically implies the acceptance of these Conditions of Sale. Therefore the Client, upon signing the purchase order of goods valid as purchase proposal, confirms and accepts the present Conditions. Hence, during the implementation of the contract, the Client cannot plead facts, circumstances and/or conditions due to the lack of knowledge of the content of the present Conditions of Sale.

The Client buys the goods without exclusivity on the goods sold and/or distributed by the Seller.

4. Prices and methods of payment

Sale prices are the prices specified in the price list in effect at the time of the shipping, and are exclusive of VAT - unless otherwise stated -, and any taxes, fees, duties and levies, that will always be borne by the Buyer. The Seller reserves the right to modify at any given moment and without notice the prices and the other conditions of supply (i.e. dimensions, packaging, minimum order, etc.).

The payment for the supplies must be made directly to the Seller under the conditions laid down on the Order Form and in the invoice. In case that adverse information about the Buyer comes to light (i.e. balance sheet changes, enforcement measures, etc.), the Seller is entitled to either consider that the balance shall be due and payable upon receipt of the invoice - regardless of the deadline - or demand a specific guarantee.

5. Retention of title

Unless the products have been already transformed and/or embedded in other goods belonging to the Buyer or third parties, the products delivered shall remain the property of the Seller in case the payment, on the basis of contractual arrangements, must be made after delivery.

6. Shipping

Risk of loss or damage passes to the Buyer upon delivery to the carrier. If Seller is unable to deliver the products because the Buyer has failed to provide appropriate instructions, documents, licenses or authorizations, then (i) risk of loss to the products will pass to the Buyer; (ii) the Seller reserves the right to pick the carrier. For no reason the Buyer can reject the release of the goods received.

7. Legal fees

Any unpaid debt from the Buyer authorizes the Seller to entrust a lawyer to cash in. After the entrustment, the Buyer must pay to the Seller not only the amount due to pay the debt, but also the costs of collection plus the accrued interest.

8. Right of withdrawal

The Seller reserves the right to terminate the contract in the case that, after the order confirmation, business information about the Buyer arrives to him advising against the execution or the continuation of the contract. The exercise of this right will not give the Buyer any right of compensation for the damages. In all cases where the Decree Law number 206/2005



applies, the Client has the right to terminate the contract without having to pay any early termination fees and without needing to justify, within 3 (three) working days since the signing of the Order Form or the delivery of the products, in case the items shipped are different from those identified in Buyer's purchase order. Buyer may terminate this Agreement upon written notice to Seller, through registered letter, by fax and/or by certified mail. In this case, all the shipped items must be returned, and they must be new, unused and in the perfectly intact original packaging, at Buyer's expense and within 10 (ten) working days following the reception of the products. The Seller will refund returned items, following the aforementioned conditions, within 30 (thirty) days from returned goods reception.

9. Defects and nonconformity

All the products supplied from the Seller are in conformity with the regulations enforced. Any dispute on the items will not entitle the Buyer to suspend or delay in full or in part the payment. By forwarding the payment order, the Buyer tacitly declares to be aware of the technical features of purchased goods and of the procedure for proper storage: therefore the Seller will not be liable for any damage in case the storage, installation, operation, use and maintenance of the products are not in compliance with the instructions. Buyer has the obligation to inspect the quality of the product and to give written notice of the defect within 4 (four) days of the delivery. In case the defect is discovered past the aforementioned term, the Buyer must notify, within 8 (eight) days, the Seller in writing of any nonconforming products and furnish Seller with written evidence or other documentation reasonably required by Seller, unless the defect could have been found after a diligent inspection upon delivery. In all cases where the Decree Law number 206/2005 applies, the Client must give written notice of the defect within 10 (ten) days of the time when Client discovers the defect, unless the defect could have been found after a diligent inspection upon delivery; in this case, the defect must be identified within 10 days of the delivery. The products will be deemed accepted after their implementation. For this reason, the assembly and the employment of the items implies the forfeiture of his warranty against defects in the sale object, referred to in article 1490 Italian Civil Code.

10. Indemnification

Buyer will defend, indemnify, and hold harmless Seller from and against any loss, injury, death, damage, liability, claim, deficiency, action, judgement, interest, award, penalty, fine, cost, fees or expense arising out of or occurring in connection with the negligence or willful misconduct of Buyer, including but not limited to: i) any misuse or modification of the Products by Buyer, ii) any act (or failure to act) by Buyer in contravention of any safety procedures or instructions that Seller provides to Buyer, or iii) the failure to store, install, operate, or maintain the Products in accordance with the instructions.

11. Solve et repete

The Buyer cannot bring a civil action unless he has first provided for the complete payment of the price of the product.

12. Limitations of liability

In no event will Seller be liable for more than the purchase price of the products, and further refunds in any capacity are ruled out.

13. Force majeure

Seller will not be liable for any failures or delays caused by strikes, differences with workers, or any causes beyond the reasonable control of Seller, including but not limited to fires, floods, earthquakes, action of any governmental authority.

14. Protection of personal data

Any personal data included in the Contract shall be processed pursuant to Decree Law No.196/2003(Italian Personal Data Protection Law). Such data shall be processed solely for the purposes of the performance, management and monitoring of the Contract by GreyHounds.r.l. acting as data controller. The Client shall have the right of access to his/her personal data and the right to rectify any such data. Should the Client have any queries concerning the processing of his/her personal data, s/he shall address them to the entity acting as data controller. S/he is entitled, at any time, to exercise his/her rights pursuant to art. 7 of the law, and in particular to request confirmation that the data exists, to obtain information regarding the source, the logic and the purposes for which it is being managed. Client may also, under the terms of the article mentioned above, exercise his/her right to request updates, modifications and additions to the data, the right to cancel the data, to transform it anonymously or to block data that has been handled in violation of the law.

15. Express termination clause

Failure to pay in the terms agreed gives the Seller the right to: i) cancel the contract (ex art. 1456 Italian Civil Code) upon written notice to Seller through registered letter, and the installments already paid will be kept by Seller as compensation for use of the product, for depreciation of the product in that it cannot be marketed as brand new, for wear and tear and as compensation for the damages caused by failure to fulfill the contract; ii) suspend shipment and delivery of the goods; iii) charge the Buyer default interest after the date of nonpayment.

16. Governing law and place of jurisdiction

With the signing of this contract, the Client shall observe the laws and regulations that are enforced in Italy; the contract will be interpreted in accordance with the Italian Law. In the case of disputes regarding the interpretation, the validity and effectiveness and the execution of the present contract, the parties expressly agree that said disputes will come under the jurisdiction Court of Pescara.

17. Miscellaneous

Buyer acknowledges that is has not been induced to purchase any the products from Seller by any representation or warranty not expressly set forth in this Agreement. These Terms and Conditions of Sale constitute the entire agreement of the parties and supersede all existing agreements and all other oral or written communications between them concerning its



subject matter. None of the Terms may be added to, modified, superseded, or otherwise altered, except by a written document signed by both parties that specifically references these Terms and Conditions of Sale and states that it modifies them. No single or partial exercise of any right, remedy, power, or privilege precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. If any provision of this Agreement is held to be prohibited or unenforceable, the provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

SIGNATURE

SIGNATURE


GREYHOUND SRL
Via Fosso Foreste, 7
65015 Montesilvano (PE)
P.IVA e C.F. 02137000689
e-mail: info@greyhoundseats.com

18. Specific approval

The following clauses are specifically approved pursuant to articles 1341, 1342 Italian Civil Code: 2) object of contract; 3) obligations of the parties; 4) prices and methods of payment; 5) retention of title; 6) shipping; 7) legal fees; 8) rights of withdrawal; 9) defects and nonconformity; 10) indemnification; 11) solve et repete; 12) limitations of liability; 13) force majeure; 14) protection of personal data; 15) express termination clause; 16) governing law and place of jurisdiction; 17) miscellaneous.

SIGNATURE

SIGNATURE


GREYHOUND SRL
Via Fosso Foreste, 7
65015 Montesilvano (PE)
P.IVA e C.F. 02137000689
e-mail: info@greyhoundseats.cc