

Exella Europe srl- General sales conditions

Valid as of September 1st, 2007

The following general sale conditions represent an integral part of our supply contracts, even when the orders are placed by phone, verbally, by fax, e-mail or Internet. No terms and conditions other than the terms and conditions contained herein shall be binding upon Exella Europe unless accepted by it in a writing signed by it.

EXELLA EUROPE

Exella Europe sells metallic pieces and plates engraved and cut with the photo-etching or chemical machining method, in alloys of copper, iron, aluminum and in steel, produced on the basis of a drawing or on other indications given by the Customer. The head office is in Romania, Piata 1 Mai nr. 1-2, 400058, Cluj Napoca, fiscal code and VAT number RO21936165, and it's registered with the Chamber of Commerce of Cluj under the number J12/2697/07.

CLIENTS

Exella Europe markets Exella brand products aiming only towards professional customers. The Customer ensures that the purchase of Exella products occurs only for professional purposes, more exactly pertaining to his own activity. Therefore the relation between Exella Europe and Customers will not be subjected to regulations for protection of the consumers' interests.

PRICES

The prices of the products indicated in various lists, offers and other Exella documents are expressed in Euro (€), VAT not inclusive, and generally make reference to a plate, when no other indications appear. The plates may contain multiple individual pieces or sets of pieces. Exella Europe reserves the right to change without notice features and prices of the products, artwork and methods of delivery.

QUOTATION REQUEST

Potential quotation requests do not represent under any circumstance an "executive order of sale". As a result of such requests, the company will provide exclusively information related to their subject.

PURCHASE PROPOSAL

Exella customers already in possession of one or more article codes can send purchase proposals. These proposals do not represent in any way purchase contracts, as they are simple proposals whose effectiveness is conditioned by the proper acceptance of Exella Europe. Requests of less than 100 Euros, excluding VAT and shipping, are not accepted.

ORDERS

Orders are placed and accepted only in the following cases:

1. upon receipt by Exella of the confirmed offer by the Customer for acceptance, within 5 days from the issuing date, thus being considered accepted in all its details;
2. upon receipt by Customer of the order confirmation which, in the absence of further communication within the next 24 hours, will be considered approved and accepted in all its details.

The validity of the order however is conditioned by the execution from the Customer of the terms of payment indicated on the offer or on the confirmation of order. The confirmed orders will enter production within 2 days from the confirmation day and from that date on cancellation will be impossible.

The ordered material will be produced according to the tolerances of the chemical photogravure, whose datasheets are available upon request, and published on Internet at www.exella.eu/data.

The designs and the films, also called "digital artwork processing", realized for the production of the articles, will not be delivered or returned.

DELIVERY TIME

The approximate delivery times are indicated on the offer or on the confirmation of the order. Exella reserves the right to a fair extension of the deadline for delivery, if force majeure events or special circumstances not attributable to Exella delay the timely delivery of goods or if the Customer is behind schedule with the payment, including for previous supplies. A delivery delay does not authorize the Customer to reject the order or to demand compensation for the damages.

INVOICES

The invoices will be sent along with the products. It is possible upon request to receive a copy, which will be transmitted in digital format by e-mail.

METHOD OF PAYMENT

All payments, unless otherwise agreed and approved in writing by Exella Europe, must be made in advance to the order. In any case, Exella Europe reserves the right to withdraw at any time the payment terms granted to a Customer. In all the situations in which the customer exceeds the value of an eventual credit granted by Exella Europe, the latest reserves the sole right to suspend the progress of all orders that exceed the given credit value.

Payments should occur according to the methods specified on the offer or on the confirmation of the order, using only the following tools:

- Payment by bank transfer
- Payment by credit card
- Payment by PayPal
- Payment by MoneyBookers.

In case of non-payment beyond the deadlines, actions of forced debt recovery will be undertaken, even through foreign companies, with the consequent expenses charged to the Customer.

SHIPPING

The goods are supplied free ex-works from Exella Europe headquarters (Cluj Napoca, Romania) or from peripheral outlets. Unless otherwise agreed, the shipment takes place in free port with transport costs charged in the invoice. The merchandise is travelling at the risk of the buyer, even if shipped in free port. The customer has the obligation to check the integrity, weight and number of packages before accepting the goods. Any disputes should be addressed directly to the freight forwarder.

COMPLAINTS

Any complaints or disputes related to the supplied products must reach Exella Europe's headquarters or various outlets by letter, fax or e-mail within ten days from the date of receipt of the goods. Potentially defective products at origin, will be replaced with others of the same type. Under no circumstances shall Exella Europe be held responsible for the consequences due to special damages, consequential flaws, indirect or similar situations, including loss of profits. In no case shall the responsibility of Exella Europe surpass the price paid by the Customer for the product.

JURISDICTION

For all matters not clearly examined in these general conditions, the rules of law apply. Any dispute regarding the application, implementation, interpretation and breach of the stipulated purchase contracts is subject to Romanian jurisdiction. For any controversy, the Court of Law in Cluj-Napoca (Romania) will be competent.

PRIVACY

Personal data, drawings, preliminary projects, masters, realization orders and all materials used for the fulfillment of the assignment, shall be used only for the necessary purposes, in respect with the law and will not be under any circumstances communicated to third parties.