

## CONDITIONS OF SALES

**ORDERS:** All orders regarding our products will be considered accepted at our general conditions of sale. Any exceptions will be considered valid only if confirmed in writing by freud S.p.A. - Società Unipersonale. Even if accepted through our sales personnel, orders are subordinate to our acceptance. The issue and dispatch of the order confirmation ratifies our formal acceptance of the order and the insertion of the material in our production and/or delivery cycles. Orders cannot be changed, varied or cancelled, not even in part, unless otherwise accepted by freud S.p.A. - Società Unipersonale. Should the Customer's solvency be lacking, freud S.p.A. - Società Unipersonale reserves the unchallengeable right to cancel the order or to postpone delivery of the material concerned.

**PRICES:** The prices indicated on the freud price lists are fixed and invariable, "ex-works", excluding VAT, at net of packaging costs. The VAT rate shall be the one in force at the moment of delivery.

**DELIVERY:** The delivery terms indicated on the order confirmation are only an indication. Failure to respect said terms shall not prejudice the validity of the order, nor shall it constitute a reason for cancellation or a request for the payment of a fine and/or damages.

**CARRIAGE:** Goods are delivered at the buyer's own risk even if freud S.p.A. - Società Unipersonale chooses a preferential courier or in case of goods consigned free at destination. freud S.p.A. - Società Unipersonale claims no responsibility for goods that are damaged in transit, broken, stolen or tampered with.

**DELIVERY TERMS:** If shipment prepaid, we will debit freight charges for the same amount as paid by freud to the service provider.

**PACKAGING:** A contribution of 0,7% of GOODS' value will be charged for packaging expenses. freud will take care of packaging the goods in the best possible way to prevent damages during transportation.

**PAYMENT:** Payment shall be made directly to freud S.p.A. - Società Unipersonale – Pavia di Udine (UD) ITALY. Rounding off or arbitrary deductions are not allowed.

**WITHDRAWAL FROM THE CONTRACT:** The buyer may withdraw from the contract, except where the goods have been clearly personalized. Withdrawal shall be formalized by writing a notice to

freud S.p.A. - Società Unipersonale  
via Remigio Solari 7  
33050 Pavia di Udine (UD)  
ITALY

not later than 8 days from the date of delivery of the goods, clearly indicating the desire to rescind the contract. Notice may be sent via e-mail to info@freud.it; if sent by fax, send to fax number +39 0432 551440.

**WARRANTY:** All tools are designed and manufactures following a meticulous procedure and guarantee no manufacturing defects. The goods are covered by a minimum guarantee, in compliance with the law, for 12 to 24 months from the date of purchase. freud S.p.A. - Società Unipersonale claims no responsibility for direct or indirect damages due to an improper use of the material and inobservance of the provisions and conditions of use indicated on the tools, instruction books and catalogues. Any claims for faults or defects must be forwarded, within 8 days from receipt of the goods, to our offices in Pavia di Udine (UD) ITALY. Returns are not allowed unless previously agreed upon with freud S.p.A. - Società Unipersonale.

**APPLICABLE LAW AND COMPETENT COURT:** The contract herein is regulated by Italian law. The seller reserves the faculty to accept orders coming from countries outside Italian territory. Even in this case, however, contracts shall be drawn up in Italian. The seller reserves the faculty to change the current version of the general conditions herein at any moment and without notice, therefore when making the order, the buyer must periodically consult the document herein on-line to check the version applicable to the buyer at that moment in time. The competent court for any disputes which may arise is the judicial authority of Milan.

**SPECIFICATIONS AND DRAWINGS:** freud products are subjected to continuous technological innovation, therefore freud S.p.A. - Società Unipersonale reserves the right to make the necessary changes and improvements without any obligation arising for goods supplied beforehand. Our company will do its utmost to provide the correct descriptions, designs and any other information in our correspondence, catalogues etc., but freud S.p.A. - Società Unipersonale claims no responsibility for any imprecision in the above-mentioned documents.

**OWNERSHIP RIGHTS:** All rights are reserved in compliance with the law. freud S.p.A. - Società Unipersonale prohibits copying or reproduction of text, designs or illustrations, in all or in part, without written consent of the undersigned. The freud trademark is regularly registered and protected. We reserve the right, from this moment on, to safeguard our interests in relations to any infringement in Italy or abroad.

**EXPORT CONTROL CLAUSE:** Deliveries and services (fulfillment of contract) will only be executed under the proviso that their fulfillment complies with national or international export control regulations and does not violate any embargoes or other sanctions. The buyer commits himself to supply all necessary information and documents necessary for the export or transfer to other EU member states. Delays due to export control assessments or export control licensing procedures invalidate terms and dates of delivery. When licenses are not granted, or the delivery and service is not licensable, this contract becomes void in respect of the affected parts. The buyer must in case of re-export of the items (hardware and/or software and/or technology and/or corresponding documents, irrespective of the mode of supply) supplied by freud S.p.A. or services provided by freud S.p.A. and its plants (including any sort of technical assistance) to third parties at home and abroad comply with all applicable national and international regulations of (re-) export control law.

The General Terms and Conditions of Delivery are available at:

<http://www.freud.it/freud/wr-resource/ent1/freud%20S.p.A.%20condizioni%20generali%20fornitura%20ENG.pdf>

### Personal data protection – D.Lgs n. 196/2003

Your personal data collected by the controller freud S.p.A. – Società Unipersonale, are processed in printed, computing and telematic form for the performance of contractual and lawful obligations as well as for the effective handling of business relations, also for future use.

The non-submittal of data, where not compulsory, will be evaluated from time to time by the controller and the resulting decision to be made will take into account the importance of the required data in respect of the business relation management.

Data may be transmitted, strictly in accordance with the above-mentioned purposes, and consequently processed, only in relation to the said purpose, by the other subjects:

- Our agents organization
- Factoring companies
- Banks
- Credit recovery companies
- Credit insurance company
- Business information companies
- Professional and consultants

The data subjects may exercise all the rights set forth in art. 13 of D.Lgs n. 196/2003 (including the rights of data access, updating, objects to data processing and cancellation)

The controller is freud S.p.A. – Società Unipersonale, headquarters in Pavia di Udine (UD), via Remigio Solari 7. The processor is the “Incaricato alla Privacy – Ufficio Commerciale”, based at the same address as the controller.

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