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These General Sales Conditions applies to all deliveries requested by the Purchaser to

TECHNIQUE ENGINEERING di A Busin & C snc
Via M. Corner 2/4 36016 Thiene (VI)
ITALY

concerning Products and Materials manufactured or traded by "Technique Engineering" using the brand of "Shooting Technology"

Contractual regulations

These General Sales Terms and Conditions, save any modifications or variations agreed upon in writing, govern all sales contracts between **Technique Engineering** (afterwards referred to as **T.E.**) and the Purchaser, thus including the contract concluded with the acceptance of the order as well as any future contract related to the supply of **T.E.**'s products. Any change, deviation or addition on the General Sales Conditions will be binding for **T.E.** only upon its written confirmation.

1.

Contradictory or conflicting purchasing conditions of the Purchaser shall not be acknowledged unless **T.E.** expressly consents to their validity.

Subject of the supply

The subject of the supply includes only the services, products and quantities specified in the order confirmation/proforma invoice sent by **T.E.**. Should there be any discrepancies in the offer or in the order, the **T.E.**'s order confirmation (referred to as "**O.C.**") is to be considered the only valid document.

2.

Delivery

All deliveries of Products sold by **T.E.** to the Purchaser pursuant to this Agreement shall be made in D.A.P. for intra EU or ex works (EXW) if extra EU . See "INCOTERMS 2000". Delivery is made only after the advance payment.

3.


For Extra EU delivery , it has to be discussed and confirmed by the order confirmation. **T.E.** is responsible only for damages caused during the transport to own direct customer, not for transports from dealers to their customers.

Terms of delivery

The established delivery date for available items in the proforma invoice /O.C. must be mutually acceptable for both parties. Unless specific clauses are introduced, this date is to be considered purely indicative and not binding. In the event that the contract is modified, the delivery date will be postponed for a period corresponding to that initially agreed upon.

4.

Partial deliveries are allowed, if they are accepted by the Purchaser.

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Force majeure

- Should any event caused by force majeure occur, the terms of delivery are suspended for the entire duration of the said event. If, as a result of events of force majeure, the contract cannot be executed within 60 days of the date agreed upon, both parties shall be entitled to withdraw from the contract. In such case, the declaration of withdrawal must be sent to the counterpart by registered letter with return receipt within 10 days from the expiry date of the aforementioned 60 days, and any indemnity or compensation is excluded.

Payments

- T.E.** accepts only payments in advance by bank wire or electronic way.
- Delayed payment, event if only partial, of invoices beyond the stipulated due date, shall entitle **T.E.** to the immediate charge of interests under current law rules.

Retention of title

- T.E.**'s deliveries are subject to retention of title. The property of the goods will not pass on the Purchaser until all payments have been settled, unless otherwise agreed in written form.


Modifications - Restrictions of Use / Copyrights

The product price as well as the number and the type of components can be modified without any notice by **T.E.**.

- If the contract refers to deliveries or work and services which are subject to further technical development, **T.E.** reserves the right to supply the newest type, insofar as the Purchaser's interest is not restricted to the ordered type. The Purchaser shall indicate, if **T.E.** must not supply anything other than the ordered type in any case.
- Drawings, photographs, figures, descriptions, brochures and offers for services and products remain the property of **T.E.**. They may not be disclosed to third parties without the written approval of **T.E.** or be either copied or used for the own manufacturing of products. The products delivered may not be used for the production of workshop drawings and/or own manufacturing, either. Any and all copyrights to the products remain with **T.E.**. Any and all utilization and exploitation rights remain the property of **T.E.**

Warranty

- The warranty time is under U.E. current rules (for extra EU country is 1 year). The retailer who buys and resells **T.E.'s** products undertakes to inquire about their functioning and to provide assistance and explanations to customers on how they work. In case of an inconvenience that the dealer can not solve by **T.E.'s** support too, the retailer must have the defective items delivered to verify the inconvenience himself. If the retailer cannot solve the problem, he must send the goods to **T.E.** at his own expense, who will return the repaired or replaced goods to the retailer; then the retailer will deliver them to the owner from whom he received the good/item.

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Warranty: Conditions for the delivery of goods:

- The product must be returned packaged as sold, complete with all accessories supplied (unless otherwise agreed), otherwise any damage will be charged for the transport damages.
- It is not allowed even if the machine is partial disassembly .
- A copy of the invoice proving the date of sale must be attached.

In case of a warranty claim , No warranty can be applied to a product that has not been properly used, modified by the user or has been subjected to abuse, distraction, neglect, abuse or lack of maintenance, to which the instructions in the user manuals have not been carried out correctly. The "use and maintenance" manuals are considered as an integral part of the product.

Offer

The offer is a contractual document strictly related to these Sales Conditions.

10. All offers are not binding regarding price, delivery terms and possible changes in the design, appearance and workmanship, unless expressly stated as binding. Crucial for the order is **T.E.**'s written confirmation , Order Confirmation "**OC**"- Proforma Invoice. The offer is accepted and confirmed by customer payment.

Prices

11. All prices are ex-works: they do not include VAT, the costs for packaging, transport and insurance or Customs Tax . Only prices stated in orders confirmation "**OC**" - proforma invoice by writing can be considered as definitive.

Return of goods

Duly ordered Products can be returned only with the previous agreement of **T.E.** and the transport cost will be at the client's charge.

12. Any part which should, in **T.E.**'s opinion, show evidence of being used, installed contrary to manufacturer's instructions and/or subjected to improper handling, packaging or shipping by the Purchaser will not be eligible for exchange or refund.

Liability

13. **T.E.** will not be liable for any indirect, incidental, or consequential damages or charges resulting from or arising in connection with its services and products. Any and all liability for damage to the product, consequential damage or damage to third parties attributable to these products is declined.

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Applicable Law and competent Court

These General Sales Conditions regulate all deliveries and are governed by the Italian Law.

- 14.** The Court of Vicenza in Italy will be competent for every and any kind of dispute arising from these General Sales Conditions, and in particular with reference to its interpretation, validity and efficiency for the execution or resolution of the orders transmitted or executed, including everything done for performing this contract.

Date, _____

PURCHASER

Authorized Signature and Stamp

Name and Title

This document will be automatically incorporated and accepted in its entirety as of the date of the bill of sale / delivery, or automatically after 15 days from its eventual shipment to the customer if not returned signed.