



GENERAL CONDITIONS OF SALE

1. SUBJECT OF THE CONTRACT

1.1 The present General Conditions of Sale regulates the relationship between EXEL S.r.l. – Engineering & Software, hereinafter referred to as EXEL, and the Customer, in the context of grant and use of the Software License related to the TimEDition version of Progetto INTEGRA through EXEL, with the following details:

EXEL S.r.l.

Engineering & Software

C.so Lombardia 75

10099 S. Mauro T.se - Torino

Phone 0039 112238287 - Fax 0039 112735259

info@exel.it

Internet: www.exel.it

2. ORDER

2.1 The Customer, with the confirmation of this contract, declares to have knowledge of the features of required products and of the price specified in the product description with the warranty conditions.

3. MODIFICATIONS

3.1 Parties agree that any special requirements shall be debated and approved with another contract between EXEL and the Customer.

4. PRICE

4.1 The sale prices are only those resulting in the EXEL price list. Prices include VAT are valid only for the purchase from Italy. EXEL will apply other Conditions of Sale for the purchases from abroad.

4.2 Prepayment may be made by:

Credit card, with the consequent direct debit on your current account.

Bank transfer of which a copy shall be sent via fax.

4.3 Payment with Credit card

4.3.1 The Customer, in the order phase, will provide his credit card data and he will agree with the immediate debit.

4.3.2 EXEL will protect the credit card data before a third party's unauthorised access, within the reasonably accepted limits. Therefore, the Customer knows that, in particular during the transfer of these data, by electronic transmission or by other means, the unauthorised knowledge by third parties cannot be excluded.

4.3.3 The customer's credit card account is charged online as part of the order-processing procedure.

4.4 Payment with Bank transfer

4.4.1 Choosing the prepayment with Bank transfer, you will receive an e-mail order confirmation with our bank information. After the payment has been carried out, you must send us via fax a proof of the bank transfer statement. Consequently, EXEL will send you a confirmation of receipt and the codes to access the Client Area of our site.

5. COMPLETION OF THE CONTRACT

5.1 The Customer proposal is not binding upon the EXEL.

5.2 If it concerns a software downloadable from internet, the completion of the contract is contingent when EXEL send by mail the passwords to access the download area. The good is considered delivered when EXEL send the passwords, regardless of the download date.

When the Customer send the order, guarantee rules become applicable.

5.3 Whenever the software was sent to the Customer by post, the Order, carried out in electronic form, will be confirmed by EXEL via e-mail or directly sending the merchandise to the Customer.

5.4 Post-delivery will be entrusted to the Carrier and the Customer will verify the integrity of the merchandise.

5.5 Freight and transport insurance costs are charged to EXEL, including restitution costs of damaged or noncompliant product.

CONSULENZA GLOBALE NELL'INFORMATICA PROGETTUALE



6. RIGHT OF USE

6.1 With the full payment of the billed amount, the Customer obtains only the right of use on the ordered software.

6.2 The Customer shall not be authorized to duplicate the software, except for making safety copies and keeping indication about copies made for this purpose.

6.3 The Customer shall not be authorized to transfer the right of software use, unless this has been specifically authorised by EXEL. With the transfer of the right of use, the Customer loses it. In this case, any copy on the Customer computer, and the backup one, shall be totally erased.

6.4 In the case of the transfer of the right of use, the Transferee shall observe all the restrictions imposed by EXEL about the right of use.

6.5 Activatable workstation: 1

A second activation will be provided ONLY in case of hard disc crash or pc theft. Further activation requests will be on payment. TimEdition license is transferable from one PC to another. In this way, the license can be activated and deactivated, according to users' needs.

6.6 The expiration of the right of use is indicated in the order; on the expiry of the TimEdition fee, the software can be reactivated only making another order (from 1 to 12 months). If you do not renew the TimEdition fee, the software will continue to work only as VIEWER, to display and print your projects.

7. CHANGE OF ADDRESS

7.1 The parties agree to notify, by e-mail, any change in address. In absence of this notification, any service of documents, even judicial, are deemed duly delivered to the address indicated in the order form.

8. WARRANTY

8.1 The Customer, immediately after receipt, will verify that the software sent by EXEL is free from defects. This checking should be concluded within 7 days.

8.2 Any defect of the software shall be communicated in writing by the Customer to EXEL, within a week from the receipt to benefit from warranty rights.

9. LIABILITY

9.1 Customer is responsible for verifying the suitability of the software and for the correct use of it.

9.2 EXEL may not be held responsible for any damage resulting from delays in the delivery of software updates or for any defect found in the update itself.

9.3 Any necessary measures following an improper use of the software are not included in this contract.

10. SUBSTITUTION OF THE PRODUCT

10.1 In case of damages caused by the Customer, the right of the substitution is excluded. EXEL shall not be liable for any data loss, lost profit or other damages to the Customer assets caused by the Customer himself or by his actions or omissions.

10.2 Insofar as the liability of EXEL is excluded or restricted, this shall also apply to the personal liability of its employees, workers, staff, agents, representatives, and auxiliary persons that have acted only for the contract implementation.

11. RIGHT OF WITHDRAWAL (Italian Legislative Decree n. 50/1992)

11.1 The Customer has the right to withdraw from the contract by written communication sent by registered post with notice of receipt, by telefax or telegram within 7 days from the transmission date of the order, addressed to EXEL as resulting in the header of the order form.

11.2 EXEL, in order to safeguard its image respecting the Customer freedom of choice and aware of its products and services validity, provides a standard withdrawal form to exercise this right.

11.3 In any case, we suggest attaching a copy of the order to the withdrawal form. In case of withdrawal, EXEL shall be obliged to reimburse the Customer according to the law (within 30 days).

11.4 After the period of seven days, during which the right of withdrawal may be exercised, the order becomes binding for the Customer.

12. APPLICABLE LAW AND JURISDICTION

12.1 The contract between EXEL and the Customer is regulated by Italian law. For any dispute deriving from the Contract or linked to the Contract the Court of Torino will be competent exclusively.

13. CONCILIATION

13.1 However, in case of disagreement, the parties will give priority to the Conciliation way with the assistance of consumers and entrepreneurs associations.

CONSULENZA GLOBALE NELL'INFORMATICA PROGETTUALE