

General conditions

1. In general

the www.iceaction.ch portal and all related services are of exclusive property of Equipment Concept SA. Commercial relationships between Equipment Concept SA and the customer have to respect the conditions here indicated. These conditions take priority over other conditions elsewhere stated.

2. Responsibility

Equipment Concept SA can not be held responsible for the quality, origin, truthfulness and exactness of information stored in its data banks and presented by its procedures. Equipment Concept SA can not be held responsible for the direct and indirect consequences that may arise from the non-correspondence of this information with the reality.

3. Offers and prices

All offers are not binding, this means that Equipment Concept SA reserves the right to accept orders based on the offer. Orders are valid only when all details are confirmed in writing. Prices are established at the order confirmation. In case of price heights for products materials, a consequent customer price could vary in accordance. Costs of packing, shipping and all other official taxes (VAT excluded) are not included in prices. These will be calculated at the order confirmation in Swiss Francs if not otherwise stated.

4. Payment conditions

The settlement of invoices and services is to be made without deductions and discounts. In case of payment with postal or bank checks, Equipment Concept SA is authorized to charge all related postal or bank expenses. It is excluded the possibility of non-payment or partial payment of invoices because of claim of any sort against Equipment Concept SA or one of its supplier. In case of delay in the payment terms, a related legal interest on a year basis and related proceeds expenses will be invoiced. For payments made with Credit cards, Equipment Concept SA applies conditions and possibilities granted to Credit cards customers.

5. Products

5.1. Reserve of property

All products remain of sole property of Equipment Concept SA until the complete payment of invoices; Equipment Concept SA reserves the right to enroll property reserves at the official authorities.

5.2. Delivery

The indicated delivery terms are not an engagement. Indications of weights, volumes, packing are not binding. Partial shipments can occur. Delays in the shipment don't authorize customers to renounce to

the order or to claim any damage or interest. It is declined any responsibility for unexpected events, as: cause act of God, war, strike, shortage of raw materials, perturbation at resource level. Each shipment is made at a charge and under responsibility of the customer. Returns of products can only be made with the written permission of Equipment Concept SA and only when the products are in perfect shape, in the original packing and can reenter in the Equipment Concept SA stock. Each activity made by Equipment Concept SA in these terms could be charged separately to the customer.

5.3. Duration of the guarantee

Guarantee on products has a duration that is the duration indicated by the dealers or manufacturers; rights of guarantee begin the day of delivery to the customer.

5.4. Cover of the guarantee

During the guarantee period, only defect materials originating from production errors or depending to original material defects are covered. Guarantee doesn't cover inappropriate use of products, wrong manipulation by the customer, dirtiness or any other damage not referred to Equipment Concept SA behavior.

5.5. Terms of guarantee

The guarantee expires in the following cases:

- ▣ at the end of the guarantee duration
- ▣ if the material is manipulated or treated by not authorized persons
- ▣ if any modification are made to the material without authorization
- ▣ if internal or external components are added without authorization

6. Rights of guarantee

Products and materials are checked and tested by Equipment Concept SA and by the maximum care; products are delivered or shipped to the customer by Equipment Concept SA or a professional operator. In case of claims or intervention request, Equipment Concept SA verifies the problem at the customer's site and determines the procedure to be followed; in any case, the customer accepts intervention costs in the case that problems could not be covered by this guarantee. When considered necessary by Equipment Concept SA, procedures of repair or maintenance could be executed at its reparation center.

7. Obligation of the customer

Customers undertake not to use services provided by Equipment Concept SA for illegal scopes nor for the diffusion of unfounded, deceitful or analogous kind; customers guarantee the authenticity and completeness of their personal data. Equipment Concept SA reserves the right to proceed with legal actions in case of improper use of its services.

8. Technical responsibility

Equipment Concept SA declines any responsibility for any damage caused by malfunctioning or non-functioning of structures and services. Equipment Concept SA is not legally responsible for errors or improper use of structures and services by the customer. In general, Equipment Concept SA is not

legally responsible for improper use of Internet.

9. Privacy

Information provided to Equipment Concept SA will not be made available nor sold to other parties. For more details we refer to the [Privacy section](#).

10. Inefficacy of single articles

In the case that one of the articles of the General Condition Terms results legally ineffectual or not applicable, the validity of the General Condition Terms and the other articles is not compromised.

11. Rights and duties transfer

The parts can transfer their rights and duties deriving from this General Condition Terms to third parties only upon written notice from both sides. In this case, all rights and duties are transferred.

12. Additions and modifications

Equipment Concept SA reserves the right to modify services and prices at any time, informing its customers in an adequate manner. Additions and modifications to the General Condition Terms are to be made in a written form.

13. Applicable Law and competent Court

The present General Condition Terms is ruled by the Swiss Law. The unique competent Court is Bellinzona. For what is not explicitly indicated in these General Condition Terms, the Swiss Obligation Code rules

Valid from 01.05.2004

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