

:: 1. DOCUMENTS

Customer means the individual or legal entity that buys or uses the Products.

Conditions: this document;

Order Confirmation: written acceptance by Skysset of Customer's Order;

Consumer means the individual or legal entity that buys the Products for its own use, or for family or social use.

CFI: Custom Factory Integration: a Service for Business Users combining Business User specified software & hardware with Product(s) at the time of manufacture which may include image & applications loading & maintenance, software integration, hardware integration &/or asset management services.

Skysset" means Skysset's name appears in the invoice, domiciled at the address indicated on the invoice.

IPR "Intellectual Property Rights" , patents, trade marks, registered designs, & applications for same, copyright, design rights, know-how, trade & business names & any other similar protected rights in any country.

IM (Integration Material) means Third Party Products or customer factory integration (CFI) software.

Service Offerings means the description of services as described in the Order Confirmation and Skysset service documents.

Price means the price indicated on the Order Confirmation.

Product means the good or service described in the Order Confirmation, which may include Third Party Products and Service Offers.

Third Party Products means the products described in the Order Confirmation that are not manufactured by Skysset or do not carry the Skysset brand.

Services: service & support (including CFI) carried out by or for Skysset in accordance with the Service Offering.

Software means computer programs, including operating systems or computer applications.

Third Party Software: computer operating systems, middleware, applications or other software from a third party editor or licensor.

:: 2. SCOPE OF APPLICATION

:: 2.1

These Sales Terms and Conditions apply to any and all purchases and sales and/or services made between Skysset and the Customers

:: 2.2

Any terms and conditions not included herein are excluded.

:: 2.3

All Orders for Products &/or Services shall be regarded as an offer by Customer to purchase Products &/or Services under the terms of this General Terms and Conditions of Sale.

:: 3. QUOTATIONS/ORDERS AND CHANGES

:: 3.1

Skysset quotations are valid only if in writing & for 10 days after the quotation date, unless otherwise stated in the quotation.

:: 3.2

Skysset reserves the right to make changes to ordered specifications but will identify any such changes in the Order Confirmation. Skysset guarantees that any such changed Products will offer at least equivalent functionality & performance. Skysset will not make any significant variations to Products or Services without Customer's prior agreement &, except as provided for above, will manufacture & deliver Product in accordance with the Order Confirmation.

:: 4. PRICE AND PAYMENT TERMS

:: 4.1

The Product's price and the terms and conditions of payment shall be included in Skysset's Order Confirmation and invoice.

:: 4.2

Payment shall be made at the time the order is placed or under the conditions established in the Order Confirmation. Skysset may suspend delivery of Product or Service until full payment is received.

:: 4.3

For orders made by non consumers to be delivered in instalments over a period of time, Skysset may adjust prices due to changes to exchange rates, duties, insurance, freight, handling & purchase costs.

:: 4.4

In the event that the full payment is not received in the agreed date, Skysset will be entitled to charge the consumers the legal interest on the amount outstanding at the rate determined by the Italian law. Non consumers will be charged an interest on the amount outstanding at the legal rate increased of 3% per annum.

:: 4.5

Skysset may suspend delivery of the Product or provision of the service until full payment is made. If payment is late, Skysset shall charge collection costs.

:: 5. DELIVERY

:: 5.1

The delivery date specified in the Order Confirmation is an estimate. The place of delivery is as stated in the Order Confirmation.

:: 5.2

For practical reasons, Products may be delivered by instalments, which shall be communicated to Customer.

:: 5.3

The Customer must inspect the Product immediately upon delivery and incorrectly delivered as if there are errors or damages of the products or of the packages must be specified on the delivery note before signing it.

:: 6. PASSING OF OWNERSHIP & SHIP

:: 6.1

Ownership of Products passes to Customer on the letter of receipt by Skysset of full payment. Skysset may recover any Products supplied at any time prior to ownership passing if Customer is in breach of these Conditions.

:: 6.2

The risk of the product passes to Customer on delivery of Products to Customer or to their representative.

:: 7. ACCEPTANCE AND RETURN

:: 7.1

Business Users: Business Users may only reject Product for material non-conformity with the Product Description by providing written notice to Skysset within 8 days after delivery or otherwise shall be deemed to have accepted the Products.

:: 7.2

Consumers: Consumers may cancel by written notice their Orders for any reason until, but no later than the end of the 10th "working day" (days other than weekend days & public holidays) after the day of receipt of the Product &/or of the Service Order Confirmation (as applicable). Consumers' right to cancel the Order of Software that are supplied on CD, DVD or other Products is lost if the Software or the Product is unwrapped. On cancellation of Products Consumer is obliged to return the goods to Skysset in their original condition and packages undamaged & at the cost of Consumer. On cancellation of the Order Skysset will refund the price paid, within a period of 30 days from the date of delivery of the product less the direct cost of recovering the goods and/or less the assessment due to Skysset for goods returned which have been made unfit for resale or damaged whilst in the possession of Consumer.

:: 7.3

When the Product is returned to Skysset by Customer it should be made available for collection in complying with a request by Skysset to collect Product at a particular time.

:: 8. WARRANTIES

:: 8.1

Skysset will fulfil its legal obligations to repair &/or replace Products with defective parts (excluding Third Party Products), in accordance with the Service Offerings and for the period determined in the Service Offering applicable from delivery day. Further as stated in the above Service Offerings of Skysset, the consumer's right to have repaired or replaced the defective product (including Third Party Products) is stated by the Italian consumer's law applicable (Decreto Legislativo number 206 dated 6th September 2005). The law doesn't foresee the above mentioned rights for non consumers.

:: 8.2

Skysset provides with the Product(s) for spare parts, at no time shall said term exceed 90 calendar days from installation or if the period is longer for the remaining time referred by the Service Offering. Skysset owns any Product or parts that are removed during repair. Skysset is the owner of the defective parts it replaces or exchanges and has the right to charge the Customer if these parts are not returned to Skysset.

:: 8.3

Skysset does not provide Skysset Service Offerings for Third Party manufactured Products but will pass to Customers, to the extent that it is permitted to do so, the benefit of any warranty or guarantee given by the manufacturer or supplier of Third Party Products.

:: 8.4

Skysset will use all reasonable endeavours to meet response times estimated in the Service Offerings, but actual timings may vary depending, among other factors, on the remoteness or accessibility of Customer's location, weather conditions & availability of components. Skysset shall not accept liability for direct an indirect losses due to Skysset's failure to remedy the defects in the stated time and will not take responsibility for the obligations for the defected Products or for failing to repair the Products in a reasonable time apart from the responsibility accepted in the following point number 11.

:: 8.5

Skyset's obligations do not apply upon improper use of Products & do not cover any parts of Products which have been modified or repaired without Skyset's prior written consent or if a defect is caused by an external cause such as fair wear & tear, an accident, hazard, humidity control, electrical stress or other environmental conditions not commonly found in a safe home or office environment or otherwise stated in the in the Service Offering purchased or connected with the Products. Notwithstanding the above, the following are excluded from Service unless stated otherwise in the Service Offering: local working hours, relocation, removal of Skyset supplied hardware or software, preventative maintenance, repairs to Products that are functioning within industry standards including without limitation defective pixels on monitors, transfer of data or Software and viruses. Parts not critical to Product function, including but not limited to hinges, doors, cosmetic features, and frames, are not serviced &/or repaired.

:: 8.6

Skyset makes repairs as required at law &, if applicable, under Service Offerings by using components which are new or equivalent to new in accordance with industry standards and practice. Notebook batteries are delivered with a maximum one-year warranty unless a shorter period is stated in the applicable Service Offering. This warranty is not upgradeable.

:: 8.7

Skyset does not warrant fitness for any particular purpose. Fitness for use in any particular manner or environment must be agreed in writing with Skyset prior to purchase. 8.8 Except as expressly provided herein, no warranty, express or implied, as to the condition, quality, performance, merchantability, or durability of Products is given or assumed by Skyset & all such warranties are hereby excluded. Customer is responsible for removal of non-Skyset supplied products for making backup copies, maintaining confidentiality of Product data, and fulfilling any other legal requirement. 8.9 Service may be provided via telephone (at the normal national rate) or Internet where appropriate. Additional optional value added Services may be offered using Premium Rated Services. Any such Services will be clearly identified & will be provided in compliance with relevant regulations and codes applying to provision and use of Premium Rated Services. Telephone calls may be recorded for training purposes. Customer must provide Skyset with all reasonable courtesy, information & cooperation to enable Skyset to deliver the Services & shall be responsible for all telephone & postal charges in contacting Skyset.

9. CUSTOM FACTORY INTEGRATION (CFI)

CFI may be provided at the discretion of Skyset in accordance with Business User's instructions & technical specifications & subject to current Skyset requirements. Business User will specify & provide IM or Skyset may obtain IM at Business User's instruction. Skyset will indicate acceptance &/or validation of IM & then will integrate IM into Product(s), producing a CFI Product. Skyset may install CFI Product under Business User's instruction or under Skyset technical advice, if agreed in writing. Skyset will not carry out CFI work if not technically feasible. Skyset shall not warrant the functionality or provide support for IM in any case.

10. ACT OF GOD OR FORCE MAJEURE

Neither party is responsible for non-performance in case of circumstances beyond its reasonable control ("Force Majeure") including without limitation, strikes, terrorist acts, war, exchange fluctuations, governmental or regulatory actions, natural disasters, severe weather, unforeseeable transport or production problems affecting companies that supply Skyset and, in such event, shall have the right to an extension to complete its performance. If the Force Majeure event lasts longer than 60 days then the Parties shall have the right to terminate the Agreement by providing written notice without the right to compensation

11. LIMITATION OF LIABILITY

SKYSET non sarà responsabile nei confronti del Cliente per: perdite causate da difetti o deficienze di Prodotti o Servizi rettificati da SKYSET in tempi ragionevoli; danni indiretti o consequenziali quali perdita di affari, di utili, stipendi, compensi, dati o risparmi; perdite che avrebbero potuto essere evitate dal Cliente seguendo i ragionevoli consigli ed istruzioni di SKYSET; perdite causate dall'utilizzo da parte di SKYSET di materiali o istruzioni forniti o indicati dal Cliente; ovvero perdite causate dalla mancata adozione da parte del Cliente di misure quali la creazione di copie di sicurezza complete ed aggiornate dei programmi e dei dati nei computer.

12. INTELLECTUAL PROPERTY

Skyset shall indemnify the Customer from all costs and liabilities arising from claims for use of the Product that infringes on any third party's intellectual or industrial property rights. In this event, Skyset may, at its sole discretion, exchange or modify the Product or refund the Price, minus the Product's depreciation value. In any event, Skyset's liability shall be limited to the amount that the Customer shall have paid for the Product. The Customer shall indemnify Skyset from any liability arising from the IM or the intellectual or industrial property rights integrated into the Product at the Customer's request or that belong to the Customer. Skyset reserves the right to initiate legal action and to settle or resolve disputes, at its discretion, in the event of a third-party claim based on intellectual-property rights. The Customer must aid Skyset, at the latter's expense, in cases in which the dispute is directly related to the Product. Skyset reserves all intellectual and industrial property rights to the Product that pertain to Skyset. The Customer must notify Skyset immediately of all cases of infringement or unauthorized use of the Product or of its intellectual or industrial property. Skyset does not Indemnify Customer for: 1.Third Party Hardware or Third Party Software; 2 unauthorised modification or use of the Products or Software; 3 any claim caused by the use of Products or Software in conjunction with anything not supplied by Skyset. Customer must comply with the license conditions for any Software supplied.

13. EXPORT CONTROL

Customer is advised that Product, which may include technology & software, is subject to EU and US export control laws & laws of the country where it is delivered or used. Under these laws, Product may not be sold, leased or transferred to restricted end-users or countries or for restricted end-uses. Customer agrees to abide by these laws.

14. DATA PROTECTION

Personal data obtained by Skynet from Customer shall be held & processed in accordance with all applicable laws. The Customer's personal data shall be treated in accordance with applicable data-protection laws, as stated by the article 13 of the Decreto Legislativo number 196 dated 30 June 2003. Customer consents to the processing of Customer's personal data in accordance with the above.

15. CONFIDENTIAL INFORMATION

The parties must treat all information received from the other party, identified as "confidential" or that can reasonably be considered confidential, with the same treatment as its own confidential information.

16. TERMINATION

Either party may terminate this Agreement if the other: (i) Commits a material or persistent breach of these Conditions and fails to remedy such breach within 30 days of written notice being given to it by the other part requiring a remedy; or (ii) becomes insolvent or bankrupt or is unable to pay debts as they fall due. Skynet may terminate this Agreement with immediate written notice if Customer: (i) fails, without good reason, to pay on time; or breaches or Skynet reasonably suspects Customer has breached export control laws. The following clauses of these Conditions shall survive any termination or expiration of these Conditions & shall continue to bind the parties & their permitted successors & assigns: clauses 4.2, 4.4, 6.1, 6.2, 7.4, 8.7, 8.8, 11, 12, 13, 15 & 18.

17. CONSUMER RIGHTS

If the Customer is a Consumer, the provisions of this contract shall not in any way affect the public-policy provisions that govern consumer rights.

18. JURISDICTION. LAW & JURISDICTION

This Agreement is to be interpreted in accordance with Italian Law and is subject to exclusive jurisdiction of the Court seated in Roma - Italy. If any part of these Conditions is found to be unenforceable by a court, the rest are unaffected. All notices must be in writing & sent to a legal officer of each party, at the address provided on the invoice. It is not applicable the Convention of Wien referring to International Sale of Goods.

19. TRANSFER

Skynet may transfer, subcontract and assign or transfer any obligations or rights to third parties, without the need for approval. The customer can do the same only by written approval of Skynet.

20. INFORMATION

The Customer can find information regarding Skynet and its policies at www.Skynet.com. The Customer can also find all updates at said site.