

GENERAL CONDITIONS OF SALES
VERSION 1.3 PUBLISHED ON 22/11/2012

Article 1 - Definitions

For the purposes of these General Conditions of Sales:

- 1.1 "**Client**" shall mean any entity and/or person purchasing Products as part of their trade or professional activity;
- 1.2 "**GCS**" shall mean the present General Conditions of Sale;
- 1.3 "**Group**" shall mean the group of companies including LU-VE SpA and all other companies which are controlled by or affiliated to the latter pursuant to art. 2359 of the Italian Civil Code;
- 1.4 "**Incoterms 2000**" shall mean the International Chamber of Commerce official rules for the interpretation of trade terms;
- 1.5 "**Intellectual Proprietary Rights**" shall mean all LU-VE's intellectual proprietary rights, including without limitation, all rights pertaining to: patents for inventions, drawings and models, trademarks, know-how, technical specifications, all of these rights either registered/under registration and *de facto*, as well as any other right or forms of protection of similar nature and effect.
- 1.6 "**LU-VE**" shall mean LU-VE S.p.A., with registered seat in Varese, 21110 Varese, Via Vittorio Veneto 11, Italy;
- 1.7 "**Order**" shall mean any proposal for the purchasing of Products placed by the Client with LU-VE via email or fax;
- 1.8 "**Plant**" shall mean any of LU-VE's production plants as resulting from the Order;
- 1.9 "**Price**" shall mean the price of the Product;
- 1.10 "**Price List**" shall mean LU-VE's price list as officially in force from time to time sent to the Client and available on the Site ;
- 1.11 "**Product**" shall mean any product sold by LU-VE;
- 1.12 "**SCS**" shall mean all specific conditions of sales expressly agreed upon in writing between LU-VE and the relevant Client with reference to the specific Sale;
- 1.13 "**Sale**" shall mean any contract for the sale and purchase of a Product;