

GENERAL SELLING CONDITIONS OF MYBACK®

- 1) Prices are intended to be EX WORKS Donati factory , Vicopisano (Pisa) Italy; packing shall be quoted at cost and will not be accepted back .
- 2) Donati reserves himself the right to modify the selling price , even if agreed , in case of important increasing of materials, labor cost or any other significant changes .
- 3) Donati reserves himself the right to modify his products with the exclusive reason to improve the quality and functionality of the same .
- 4) Delivery terms agreed can be delayed with a tolerance of 60 days being the same not to be essential based on art. 1457 C.C.
- 5) Donati will not be responsible for possible damages caused to the goods during transportation.
- 6) Donati reserves himself the right to accept or not the cancelation of orders . In case Donati shall accept , he could pretend a penalty of 10% (tenpercent) of the value of the order cancelled .
- 7) Special versions of the devices are submitted to the special conditions agreed and in any case these orders cannot be cancelled from the buyer.
- 8) Goods given back to Donati because of verified fault of Donati, will be credited for the full amount paid ; in other cases the goods shall be authorized in writing from Donati and shall be sent to Donati free of charges . The cost of reconditioning shall be the 20% of the value of the goods .
- 9) All payments concerning the order shall always be done to the address of Donati within the term agreed and showed on invoice . No discounts or rebating will be allowed.
- 10) Expired the term of payment , Donati shall issue drafts at sight without renounce to receive the payments to his address in Vicopisano according to art. 1182 C.C. , third comma . In case of late payment , it shall be applied interest on delayed payment at double rate of that legal without needing of placing in default and saving the right to be refunded of major loss .
- 11) If the buyer does not collect the ordered goods, after 30 days from the agreed delivery date , Donati has the right to rescind the contract for buyer's fault . Donati shall sell those goods to third parties and the defaulting customer shall pay to Donati a penalty of 20% of the goods for reconditioning saving the right be refunded of major loss .
- 12) If the buyer does not collect the ordered goods, after 30 days from the agreed delivery date , Donati has the right to deliver the goods directly to the address of the customer or, if refused , to deposit the goods c/o public deposit with cost and charges to be debited to the customer (art. 1514 C.C.)
- 13) It is understood that the property of the goods is transferred at the moment of the payment of the amount or of balance amount of the goods . Till that moment , the

customer is considered as depositary and keeper of the goods but without right to any amount.

14) Claims must be notified to Donati only in writing and in any case within 8 calendar days from the arrival of the goods ; contrary case the claim is not valid. Claims do not suspend or delay the agreed payments .

15) Donati declares that all selling terms and conditions are regulated by the present general conditions notified to the customers through web site www.myback.eu and at the moment of the official offers . Special conditions must be put in writing separately. Other conditions printed on purchasing orders issued from buyers will not be valid for Donati and automatically changed with the present conditions.

16) For any dispute , the reference Court is in Pisa

17) a) All components described on USER'S MANUAL issued from Donati are guaranteed in case of production faults of materials' defects for a period of 24 months from the purchasing date ; the warranty is not valid in case that the device has been used not properly and in different way from that for which it has been produced.

b) During the warranty period , Donati shall decide to repair , change or reimburse the amount paid under his final decision

c) The customer shall not give back the device in case that the following two conditions should contemporary happen:

1- The component has been broken as consequence of the fault covered by warranty

2- Donati should have been conscious of the defect at the moment of the selling .

In this case Donati must change the components even without receiving back the defective part.

d) Donati will not bear any responsibility for possible damages caused from faults under warranty .The responsibility of Donati is limited to the selling price of the part or defective component.

e)Donati has done all what possible for accurately explain the selling products through Operator's Manual, web site , additional leaflets, etc ; Donati points out that all data given have only information scope and do not engage Donati to the absolute correspondence between the data and products .

f)The warranty contained on the present article is the only recognized from Donati to the customers of his products . Nobody else is authorized to bear any responsibility on behalf of Donati with reference to the sales and the use of these products .

18) According to D.L.G. 196/2003 , Donati informs that your data are handled in correct way and correctness with the purposes reported on the attached informative report .

19) Donati certifies that the product is conform to the terms and conditions of order's confirmations and to the reference drawings.

20) Myback® is a fitness equipment and is conform to the standard UNI 957-1 2006 and is not a medical equipment.

21) Donati is not responsible for not correct use of the products and for this invites the customer to read carefully the manual before using .

22) The Quality System of Donati is certified ISO 9001

23) Donati should change without notify and in any moment the dimensions and technical characteristics of the products , being engaged to continuous improvements and developments of quality and performances of his production.

24) All drawings, pictures, information of user's manual, leaflets and brochures are property of Donati . Myback is a registered trade mark and logo . Any reproduction of all or part of the documentation is forbidden. Any authorization about must be required to Donati directly and in writing.