



DISCLAIMER



GENERAL SALES CONDITIONS

1. Orders will only be accepted by Ruotemilano with written confirmation and the application of these general sales conditions plus any special conditions indicated in the confirmation. The General Sales Conditions will be deemed to be automatically accepted by the client if the latter does not indicate its disagreement in writing within a period of 5 days from the receipt of the confirmation.
2. Our offers must always be understood as provided for information only and will not be legally binding. They will be subject to these sales conditions and all materials sent accompanying such offers such as drawings, samples, designs etc. will be deemed to be the exclusive property of Ruotemilano and may not be sent to third parties without written authorisation.
3. The delivery time limits will be deemed to start to run from the date of the receipt of the order and will be understood to have been accepted by Ruotemilano so far as compatible with its ability to obtain supplies of raw materials, auxiliary materials and the availability of labour, the means of production and shipping. In orders whose subject matter is the processing of goods being the property of the Client, the delivery time limits will start to run from the date on which our warehouses receive all materials necessary for the performance of the supply. Any delays may not in any circumstances give rise to entitlement to compensation for loss or damage or the termination, even in part, of the Agreement save where such consequences have been expressly agreed or confirmed in writing.
4. In cases where it is impossible to supply the product by reason of force majeure, epidemics, fires, machinery break-down, breaks in the electricity supply or other reasons independent of Ruotemilano leading to the stopping or limiting of production, Ruotemilano will be entitled to reduce the quantity of materials sold, to extend the delivery time limit or, in extreme cases, to cancel the sale at the point reached at that moment without the Client being entitled to any form of payment or compensation for loss or damage.
5. Any left-overs of materials of any amount possibly arising in the processing of goods being the property of the Client will not be returned.
6. All materials sold will always be deemed to be delivered ex-works and in circumstances of different forms of delivery the goods will always be transported at the Client's risk. The Client will thus be required to check the quantities and condition of the goods prior to their collection and must inform the carrier of any difference or damage identified at that moment.

Ruotemilano will in no way be liable for any deterioration or damage occurring during or after the delivery of the goods.

Any packaging charged in the invoice will not be accepted back save where agreed in advance. In such circumstances it must be delivered free ex-works in a perfect state of use and preservation. The materials provided by the Client must be sent without transport or packaging costs to our works premises.

7. The delivery of the materials will be deemed to have been effected for all intents and purposes once notice has been given by us to the Client that they are ready. From that moment the materials must be invoiced without more and all risks and expenses, including those of warehouse storage, will be deemed to have been

transferred to the Client even if, as a result of circumstances not depending on us, the materials cannot be transferred to the carrier.

8. All models and equipment, even if the Client has shared in the construction costs, will not be assigned but will be stored in our warehouses free of charge so long as we continue to receive orders.

Guarantees

9. For all orders carried out on the basis of instructions, sketches or drawings provided by the Client, the latter will accept full responsibility for any damage that may be suffered by Ruotemilano as a result of its having infringed third party rights protected by patents, models or trademarks.
10. If not otherwise agreed, prices will be calculated on the basis of labour costs and material costs in force at the moment when the sale is confirmed. Any increases occurring after the confirmation will give Ruotemilano the right to request a corresponding increase in price including during the supply.
11. The payment of invoices must be effected in the manner agreed directly with the administrative offices. Any delay in the payment of invoices will result in the addition of arrears interest at the official rate in force in Italy. Any claims or disputes may not be used as a reason for the suspension or delay of payments. Property will in any case remain that of Ruotemilano up to the payment for the goods in full. If a supply is not paid for, even if subject to challenge, Ruotemilano will be entitled to issue an on-sight draft including interest, stamp duty and encashment cost from the date when the payment falls due. Ruotemilano will retain the right to suspend all other subsequent deliveries and consider all orders being processed to have been cancelled by the act and fault of the Client.
12. Ruotemilano guarantees all its products pursuant to, and by effect of, Italian law and that of the European Union in force. New products will be guaranteed against manufacturing defects for 24 months from the purchase date (as evidenced by the product delivery documents) save in the case of the exclusions provided for under the law and by the conditions set out further below.
13. Any report, to be effective hereunder, must be made within two months from the date of the discovery of the defect (or from the moment it would have been possible to identify it by use of ordinary diligence), and must be effected by sending a registered letter to: RuoteMilano s.r.l. Via Trebbia 29 20089 Rozzano (Milan) Italy.
14. Any legal action seeking to enforce rights arising from defects will in any case be time-barred on the expiry of a period of 26 months from the product's delivery date.
15. Following any confirmation of the defect by Ruotemilano, subject to the specific characteristics of the product, the manufacturer will decide, having consulted with the purchaser, whether to repair or replace the product save where the law permits the offer of an alternative remedy to repair or replacement. The purchaser may demand, within the limits and on the conditions laid down by the law in force, a reduction in the price or the termination of the contract.

LIMITATIONS AND EXCLUSIONS

16. The guarantee will also cover used products and/or those which have been partially renovated under the conditions and limits applicable under the law in force in Italy and the European Union (Legislative Decree 24/2002 as subsequently amended and supplemented, EC Directive 1999/44) without prejudice to any specific agreement or derogation for individual products agreed prior to its delivery. It is agreed that the guarantee has been contractually reduced to 12 months for used products and the used parts of those which have been partially renovated. This contractual guarantee will not affect the purchaser's rights as laid down by Article 1519- septies of the Italian Civil Code and the procedures for the exercise of guarantee rights will be the same as those applying to new products.
18. The guarantee for the new parts of renovated products will be for 24 months.

19. In addition to the specific cases provided for under Italian law in force, the purchaser will lose his guarantee rights in the following circumstances:

- a) Non-conformity of the product as a result of: the mistaken communication by the purchaser of the technical specifications of the vehicle, where the mechanical parts used in the assembly are not original, the modification or excessive wear and tear of the product not communicated to the manufacturer in advance;
- b) Where the product has been damaged during transport effected by third parties;
- c) Where the product has been damaged as a consequence of not following assembly and/or fitting instructions;
- d) product has been damaged as a consequence of improper/unreasonable use of the product (sporting competitions where this not envisaged, use of snow chains, the use on inappropriate road surfaces and the like).
- e) The product has been damaged as a consequence of erroneous or inadequate maintenance of the combination of wheel rim and tyre and the related mechanical parts.

20. In the cases listed under c), d) and e) and in all other cases of the improper use of the product, Ruotemilano will not be liable for any loss or damage that may be suffered by the purchaser or third parties as a consequence thereof.

TECHNICAL NOTES AND INSTALLATION PRECAUTIONS

21. The following should be checked before fitting:

- Check that the wheel rims conform with the vehicle and fitting kit (conformity should be checked with the information set out in the manufacturer's technical specifications).
- One front wheel and one rear wheel should be removed to check there are no problems with the fitting.
- Marks and residual dirt should be cleaned from load-bearing surfaces
- Insert the wing nut and screw right down. At this point turn the wheel full circle a number of times checking that the wheel rim and tyre are properly centred and that there is no rubbing on, or interference from, elements of the suspension, the braking system or the hub in all steering and shock-absorber/suspension positions.
- If a transformation kit is being used it is necessary to follow the annexed instructions and drawings with care.

22. Fitting the tyre.

- Check that the size of the tyre is compatible with that of the wheel and check that the fitting tools do not damage the wheel rim and/or spokes;
- Apply sufficient lubricant and fit the tyre in the normal way.

23. Wheel balancing:

- Static or dynamic wheel balancing should be effected. Use only cones of the correct size and angles for the balancing of wheels with central locking. The wheel's central flange must not in any circumstances be used as a load-bearing base.
- Be careful in the selection of balancing weights and their positioning. They could damage the aesthetic aspect or corrode the wheel rim.
- Check there is the proper clearance for the brakes if the balancing weights have been inserted within the wheel rim.

24. Fitting the wheel:

- Only the bolts, nuts and centring rings supplied in the kit supplied with the wheels should be used;

- It will be necessary to use the leather/copper mallet or the spanner for octagonal nuts supplied as accessories by Ruotemilano or other equivalent tools to tighten wheel bolts and octagonal nuts in order to avoid damaging the bolts or nuts concerned.
 - Keep the (spline) hub teeth lubricated.
 - Do not lubricate screws or nuts where not expressly indicated by the instructions,
 - Cross-tighten when tightening with nuts. Tightening must only be effected with a torque wrench (not with a pneumatic gun but manually).
 - Carry out a fully loaded static test to check everything is behaving properly and that tyres are not rubbing against the coachwork.
 - Tightening should be checked after the first 200 km of use.
25. Maintenance of the wheels:
- They should be regularly cleaned with an appropriate product (neutral soap for cars and hot or tepid water). We would strongly advise against the use of aggressive products such as those indicated for cleaning wheel rims which contain acid (many products do contain acids even though this is not made clear on the product labels) or any kind of polish (liquid abrasives).
 - Do not use a high pressure automatic car wash, washing by hand is always preferable without the use of aggressive products.
 - We would advise against washing the wheels when they are hot to avoid reaction with washing products.
 - To ensure the longest possible duration of the product care should be taken with pavement kerbs, fresh asphalt and you should slow down at every change in road surface particularly where there is an upwards change in level or step in the asphalt.
 - Brake linings should be changed before they are completely worn to avoid damaging the wheel rims with sparks.

ARBITRATION CLAUSE

26. Any dispute between the Parties will be subjected to adjudication by a Board of Arbitrators not bound by procedural formalities. The Board will be made up of three members, two to be appointed by the Parties. The third member will act as the Chairman and will be nominated by the Milan Chamber of Commerce. In international dealings the Board will have its seat at the Milan Chamber of Commerce with its members appointed as described above. The Board of Arbitrators will be required to reach its decision in the shortest time necessary for a proper examination of the case brought before it. In the case of an order requiring the involvement of the Courts the Court of Milan will be the competent court.



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