

ABCGO S.r.l. located in Viale Merello, 74, Cagliari 09123, Italy, P.IVA: 03024360921 is the holder of the internet site <http://abcgo.it>. The online sales system is managed by Walter Melis (holder of the internet site <http://nuke.linad.net>) who acts on behalf of ABCGO S.r.l.

1. ACCEPTANCE OF THE GENERAL CONDITIONS OF SALE

By e-mailing the confirmation of the purchase order, the client unconditionally accepts and shall observe the general conditions of sale and of payment hereinafter described, and also declares having read and accepted all the conditions so provided. Consequently, the e-mailing of the confirmation of the purchase order implies the total knowledge and acceptance of the conditions of sale.

2. LIABILITY

ABCGO S.r.l. is not liable for any damage or loss, direct and/or indirect, deriving from the sale of goods and/or services shown in the catalogue published on the internet site <http://nuke.linad.net>. for late or failed delivery of the product, for the product's accurate description as shown in the public price lists, and for any other fact or event not directly chargeable to the ABCGO S.r.l. and/or the e-commerce site <http://nuke.linad.net>.

3. TECHNICAL INFORMATION

The technical information contained in the website <http://nuke.linad.net> with respect to each product is subject to modifications and/or integrations. Therefore, ABCGO S.r.l. reserves the right to modify/adjust the technical information of the products in the catalogue, without notice. It is agreed that the image of the product may not be perfectly representative of its characteristics and may differ by color, dimensions, products, or accessories present in the figure.

4. ORDERS

Purchase orders are accepted only and exclusively on the internet (on line). The customer who sends the order will receive, at the end of the procedure, a communication from ABCGO S.r.l. confirming said order by electronic mail (e-mail), which indicates the corresponding purchase order number. The purchase order will be considered accepted only upon full payment.

5. METHOD OF PAYMENT

ABCGO S.r.l. accepts as the exclusive method of payment the payment by credit card relying on the service managed by PAYPAL. For further information, the customer may visit PAYPAL'S website at www.paypal.com.

At no moment during the sale process, ABCGO S.r.l. and/or the holder of the website <http://nuke.linad.net> are able to have any knowledge of the information relating to the purchaser's credit card, said information being communicated by the customer directly to PAYPAL through a protected connection as provided by the PAYPAL group.

Consequently, in no event, ABCGO S.r.l. and/or the holder of the website <http://nuke.linad.net> can be considered liable for the possible fraudulent use or undue charge on the credit card by third parties during the act of payment. ABCGO S.r.l. and/or the holder of the website <http://nuke.linad.net> are not liable in any way for damage derived from an improper or incorrect use of the website of the payment service (www.paypal.com) for the payment by credit card or for the contents of said website.

6. LICENSE OF USE

Upon payment of the price, the consumer and/or customer acquires the license or licenses for the use of said product or products the types and quantities of software indicated in the purchase order.

ABCGO S.r.l. authorizes the user to use the software exclusively according to the terms of the software license contract coupled with each product.

The software may include material furnished by third parties, whose use may be subject to different terms and conditions, which are usually published in a license contract in a separate part or in a "read me" file that accompanies said material.

The use in whole or in part of the software signifies acceptance of the terms and conditions of the software license contract, including in particular the limitations relating to use, transferability, warranties, liability. The user agrees that the software license contract is valid as any other contract that has been negotiated and signed. If the user does not accept the terms of the software license contract, he or she shall not use said software.

If the user has acquired the software on a material support (cd, memory card, etc.) without having had the opportunity to read the software license contract prior to the purchase and does not accept the terms of the contract, said user may be reimbursed for the originally paid price on condition that (a) he does not use the software and (b) he returns said software within 30 day from the date of purchase to the merchant from whom he purchased it furnishing proof of payment.

If the user has acquired the software on line from the website <http://nuke.linad.net>, the declaration of having read and the acceptance of the license of use relating to the purchased product is requested during the purchase ordering phase and is necessary for the continuation of the purchase process. Therefore, in these circumstances, the customer cannot complain to ABCGO S.r.l. that he did not have the opportunity to read or accept the license of use prior to the purchase.

7. INVOICING

For each purchase, a regular invoice will be issued which specifies the private customer's name or the company name, the corporate name, the tax number (if applicable), the VAT number (the value added tax, if applicable), and address. The invoice will be sent in electronic format within the 15th day of the month following the purchase to the e-mail address indicated by the customer.

8. ACTIVATION

In order to use some software products sold by ABCGO S.r.l., it will be necessary to complete the activation procedure for the

license of use relating to the purchased software. Upon the initial starting of the program, which is installed on the purchaser's hardware device, a unique and exclusive serial code will be generated and visualized for each device. The customer has the burden to communicate to ABCGO S.r.l. (according to the specific instructions and methods attached to the product) said serial code in order to generate the activation key (which is unique and exclusive for each device in which the program is installed). The activation key will be sent within 72 hours of the purchase to the e-mail address indicated by the customer.

9. PRICES

ABCGO S.r.l. reserves the right to modify the prices shown in its own price lists, which are published on the website <http://nuke.linad.net>, at any moment and without notice; without modifying current orders even if they are outstanding.

10. OBLIGATIONS OF THE PURCHASER

Once the "on line" purchasing process is concluded, the consumer and/or customer shall print and conserve these general conditions, which he shall have necessarily read and accepted as part of the payment process as well as the specific provisions of the product being purchased, all in order to fully satisfy the conditions set forth in articles 4, 5, 52 and 53 of the Italian Legislative Decree number 206 of 2005.

10.1

The purchaser is expressly prohibited from inserting false and/or fictitious data, during the registration procedure which is necessary to activate the process for the execution of the present contract and the relative communications. Said furnished personal data and the e-mail address must be exclusively those of the purchaser and not of any third party, real or fictitious.

The consumer and/or client authorizes ABCGO S.r.l. and its suppliers to request at their discretion a copy of the purchaser's currently valid identity card or other document which proves the purchaser's identity, and the purchaser shall furnish said documentation. The purchaser's failure to furnish said documentation shall be considered a breach of contract which authorizes ABCGO S.r.l. to avoid the contract. It is expressly forbidden to fill out multiple registrations which correspond to the same person or insert data belonging to a third person. ABCGO S.r.l. and its suppliers reserve the right to legally pursue any violation or abuse in the interest of and for the protection of consumers.

10.2

The Client guarantees and indemnifies ABCGO S.r.l. and its suppliers against any liability deriving from the issuing of erroneous tax documents due to erroneous information provided by the Client, said Client being solely responsible for the correctness of said information.

11. RIGHT OF RECESSION

The purchases made on the website <http://nuke.linad.net> are subject to the provisions of Italian Legislative Decree of 22 May 1999, number 185, which regulates the exercise of the right of recession.

Thus, the purchaser has the right to recede from any contract entered into from a distance (i.e. not face to face), without any penalty and without specifying the reason, within the term of ten (10) working days beginning on the day the consumer receives the goods.

Community law provides that the right of recession may be exercised solely by physical persons (consumers) who act for purposes that are considered unconnected to their business or commercial activities. Therefore, the right of recession cannot be exercised by legal entities or by physical persons who act for purposes connected to a business or commercial activity.

The right of recession is exercised by sending a letter return receipt requested within the prescribed term to ABCGO S.r.l., viale Merello, 74, Cagliari 09123, Italy. Said written communication shall be considered sent within the prescribed term if it is delivered to the post office which accepts it within said prescribed term. Said written communication may also be sent, within the prescribed term, by telegram, telex and fax, on condition that it is confirmed by a letter return receipt requested within the following 48 hours. The purchaser who intends to exercise the right of rescission by electronic mail must send within ten (10) days of receipt of the product an e-mail to info@abcgo.it and a confirmation by letter return receipt requested within the following 48 hours. The return receipt is not, however, an essential condition to prove the exercise of the right of recession.

The written communication must contain:

The expression of the intention to take advantage of the benefits provided by law; The indication of the product purchased; The order number and the invoice number indicated in the original invoice; In case of a partial recession, the code article/s; The required bank data in order to obtain a wire transfer (IBAN, ABI, CAB, CIN and bank account number of the holder of the invoice).

In the event the holder of the invoice which is the object of the Recession does not have his own bank account number, he may furnish a relative's or acquaintance's bank account number with an express authorization allowing ABCGO S.r.l. to credit the amount to said bank account number. If the delivery of the good has taken place, the consumer shall return the good or make it available to the supplier or to the person so designated by the supplier, according to the terms and times provided by the contract.

The term for the return of the good cannot, however, be less than ten working days for the date of the receipt of the good. For purposes of the expiration of the term, the merchandise shall be considered returned when it is delivered to the post office which accepts it or to the carrier. The only expenses to be paid by the consumer in order to exercise the right of recession as provided by the applicable legislative decree are the direct expenses of returning the good to the consignor. Within thirty (30) days from receipt of the communication in which the purchaser expresses the intention to exercise the right of recession, ABCGO S.r.l. will provide for reimbursement by bank wire transfer. Said reimbursement will include the amounts paid by the consumer as shown in the commercial invoice and include shipping expenses according to Italian Legislative Decree 185/99. The consumer cannot exercise the right of rescission in any case of voluntary or fortuitous damage of the product and in case of delivered sealed computer software products which are opened by the consumer.

The right of recession expires in its entirety when "the essential condition of the good's integrity" is not satisfied (packaging and/or content). In the event that ABCGO S.r.l. ascertains: the lack of any original external or internal packaging; the absence of integral elements of the product (accessories, cables, manuals, parts,...); a use of the product that makes it impossible to restore its pre-existing conditions prior to the sale. Further, "the essential condition of the good's integrity" is not satisfied in the event the client, after having downloaded and installed the software purchased on line, requests and obtains the activation key of the purchased product (said purchased software).

12. CONTRACTUAL AVOIDANCE AND THE EXPRESS AVOIDANCE CLAUSE

ABCGO S.r.l. has the right to avoid the stipulated contract by giving notice to the consumer and/or client with sufficient and justified reasons. In such case, the client will have the right only to the reimbursement of any sums of money that have been paid.

12.1

The obligations undertaken by the client as provided in art. 10 (Obligations of the Purchaser) of the present agreement as well as the promise to pay the sale price that the client pays by the means described in art. 5 (Method of Payment) are considered essential elements, so that by express agreement, the consumer's or client's failure to perform only one of said obligations will cause the avoidance of the contract pursuant to art. 1456 Italian Civil Code, without the necessity of a judicial pronouncement, except for the right of ABCGO S.r.l. to file a legal claim for additional damages.

13. GATHERING AND PROCESSING OF PERSONAL DATA

Personal data is gathered for the purpose of registering the client and activating the procedures to execute the present contract between the client and ABCGO S.r.l. and effect the necessary communications. Such data is processed electronically in observance of the applicable law and can be exhibited only upon request by the judicial authorities or by such other authorities for such purposes as provided by law.

Personal data can be communicated to subjects who have been delegated to carry out the necessary activities to execute the present contract and communicated only within the limits of such purpose.

The personal data is processed, electronically and otherwise, in observance of the procedures that art. 11 of the Italian Legislative Decree of 30 June 2003, number 196, establishes to protect the user and in general to safeguard his or her rights, fundamental liberties and dignity, with particular reference to privacy and personal identity. The data processing will take place for a period of time which does not exceed the time strictly necessary to satisfy the above described purposes.

The registered user can in any moment request the correction or modification of his or her personal data which was inserted during the registration process. The registered user can also request the cancellation of his or her registration which cancels the user profile and previously furnished data by sending an e-mail to admin@linad.net.

The person in charge of and responsible of the gathering and processing of personal data is Walter Melis acting on behalf of ABCGO S.r.l., Viale Merello 74, Cagliari 09123, Italy.

14. JURISDICTION AND VENUE

Any dispute arising from the application, execution, interpretation and violation of the sale contracts entered into on line through the website <http://nuke.linad.net> is subject to Italian jurisdiction. Except for the cases provided by art. 63 of the Italian Legislative Decree number 206 of 2005, the exclusive venue of any dispute between the parties arising from the application, execution, interpretation and violation of the present contract shall be the forum of Cagliari.

15. COMPLAINTS

Any complaint shall be sent by letter to ABCGO S.r.l., viale Merello 74, Cagliari 09123, Italy or by e-mail to info@abcgo.it.