

## GENERAL SALE CONDITIONS APPLIED BY GENERAL FITTINGS S.p.A.

Rel. 04/2021

### 1. DEFINITIONS

"Vendor" means General Fittings S.p.A., Tax Code. 01613110178, Vat Cod., 03448140172, based in Gussago (BS), 25064, via Golgi n. 73/75; "Buyer" means the person, company or company to whom the Seller's Offer, Order Confirmation and invoice are addressed.

### 2. SCOPE OF APPLICATION AND ADDITIONAL CLAUSES

These general conditions apply to every single Order or Contract for the supply of goods and services rendered by the Seller and prevail over any general conditions of the Purchaser.

Any additional or different contractual clauses with respect to the provisions of these general conditions are valid only if they result from a written agreement.

### 3. CATALOGS AND PRICE LISTS

The articles, measures, characteristics and prices of the products indicated in the catalogs and the price lists of the Seller are purely indicative. They can be changed without notice. They are binding only after the conclusion of the Contract when they are indicated in the Order Confirmation.

### 4. OFFERS AND CONCLUSION OF THE CONTRACT

The Offers and Proposals of the Seller are not binding; they expire after 30 days from the date of issue.

Following the Order of the Purchaser, the Seller will send the Purchaser an Order Confirmation indicating the prices and details of the supply.

The Contract will end with the receipt by the Seller of the acceptance of the Order Confirmation signed by the Purchaser.

### 5. CERTIFICATIONS

Any product certifications and / or declarations of conformity must be requested by the Purchaser in the Request for Quotation and, in any case, before the conclusion of the Contract.

### 6. TERMS OF DELIVERY

The expected or agreed delivery terms are purely indicative and they are likely to change during the preparation stages of the products.

The Seller is not liable for damages caused by delays in delivery. The mere delay in delivery cannot constitute grounds for termination of the contract.

### 7. DELIVERY

The agreed place of delivery is at the production unit indicated in the offer and where not specified is Ex Works (Incoterms 2010).

Delivery takes place with the assignment of the goods to the carrier or forwarder. Transport, insurance and other costs associated with shipping are to be paid by the Purchaser.

No responsibility is attributable to the Seller, nor for losses or damages of any kind caused by stowage, loading and / or transport.

No responsibility is attributable to the Seller even when the Purchaser provides for transportation of the goods with his own vehicle or with carriers chosen by him.

The Purchaser is responsible for inspecting the incoming goods.

The packaging is not included in the price and it is in charge of the Purchaser.

The return of products is possible after written authorization only.

#### **8. LACK OF DATA FOR SHIPMENT**

The Purchaser who has not provided detailed references for shipping must collect the goods no later than one week from the notification of goods ready.

Otherwise the Seller will have the right to invoice the goods, to stock the material and to charge the Buyer for the related costs.

#### **9. WITHDRAWAL**

The Seller has the right to withdraw from the Contract if there are any facts (such as merely an example: difficulty in accessing the inputs, increase in the price of raw materials, organizational problems, etc.) which, at the unquestionable judgment of the Seller, are such do not allow the useful continuation of the contractual relationship. In this case, the Buyer is not entitled to any compensation or indemnity.

#### **10. COMPLAINTS**

Complaints and any claims must be made in writing no later than 8 (eight) days of receipt of goods and addressed to the headquarters of the Seller using templates to be asked to [service@generalfittings.it](mailto:service@generalfittings.it) mail. Failing this, the products will be deemed compliant with the concluded Contract and the Seller will not be liable for errors, faults or lack of quality. The filing of a claim does not allow the Purchaser to omit or delay payment of the price.

#### **11. WARRANTIES AND 10-YEAR WARRANTY EXTENSION**

The warranty is provided in accordance with the law (1490 of the Italian Civil Code and following), provided that the product is installed in a workmanlike manner, according to the assembly and testing methods / instructions provided for by law and / or by the Seller.

For extended warranty see following pages.

#### **12. PRODUCT CIVIL LIABILITY**

To open the product liability claim, the Seller must receive all information, including images of defective products in the area in which they were installed and one or more defective samples in support.

The complaint must be made using the templates to be asked to [service@generalfittings.it](mailto:service@generalfittings.it) mail.

The Seller must be given the opportunity, within 8 days from the date of the alleged damage and in any case before any intervention to remedy the situation, to inspect the condition of the places.

The prescription times for the product liability, the seller complies with the national and EU laws.

#### **13. LIABILITY LIMITATIONS**

The Purchaser, through the Order, is responsible for compliance with all the safety and legal requirements related to the product purchased.

The Seller is not responsible for any direct or indirect damage to persons or property caused by improper use of the supplied product. In any case, the Seller is not responsible for any direct or indirect damage to persons or property if the assumptions provided for in art. 11 of the present general conditions, point 2. Conditions) or if one of the hypotheses provided for by art. 11 of the present general conditions, point 3. Decadences).

#### **14. CLAIM OF INVOICES**

The Seller's invoices may be contested only in writing within and no later than 30 days from receipt of the same. Failing this, they are considered fully accepted.

**15. PAYMENTS, FACULTY OF SUSPENSION OF SUPPLIES, DEADLINE FROM THE BENEFIT OF THE TERM, PAYMENT GUARANTEES**

Payments must be made at the Seller's premises according to the terms and conditions indicated in the Order Confirmation.

The agreed payment methods do not change any changes to the place for payment. If the Purchaser does not make the payments within the agreed terms, the Seller will have the right to charge the commercial interest for late payment (Legislative Decree No. 231/2002) and to obtain reimbursement of expenses incurred for the effects and remittances outstanding as well as the legal recovery costs, without the need for a default notice.

Any delay or irregularity in payments will give the Seller the right to discontinue supplies, even if not directly connected to the payments affected by delay.

If a deferred payment is envisaged, any delay or irregularity in payments will result in the automatic forfeiture of the Buyer from the benefit of the term, with immediate payment of the entire amount due by the Purchaser also in relation to supplies not directly connected to the payments affected by delay or irregularity.

The Seller has the right to change the payment terms for future supplies and request payment advances.

The Seller, even during the execution of the Contract, can request suitable payment guarantees. In the event that the required guarantees are not granted, the Seller may suspend the execution of the contract.

**16. APPLICABLE LAW, JURISDICTION, COMPETENT COURT**

The law and the Italian jurisdiction apply to the relationship between Seller and Purchaser; for any disputes exclusive jurisdiction is the Court of Brescia (Italy).

## EXTENSION OF DECENTAL CONVENTIONAL WARRANTY

### 11.1. Subject

All products of the Seller are guaranteed for 10 (ten) years from the date of issue of the invoice with which the same products are supplied.

The guarantee provided only concerns the pure and simple replacement of products or of particular components of the same which are defective due to a manufacturing defect such that the products cannot be used for ordinary use to which they may be destined.

Any guarantee for expenses and / or damages caused by the defective product to things and / or people is excluded from the guarantee given here.

The normal obsolescence of the products or of particular elements of the same is excluded from the guarantee given here.

The following products are excluded from the guarantee given here: engines, pipes, gaskets, ...

Products and particular components of the same ones sold by the Seller but not produced by the same are excluded from the warranty provided here.

The guarantee provided here is operative throughout the Italian and European national territory.

The guarantee given here is valid only if the Purchaser has sent the Seller express acceptance of these general conditions by signing them at the bottom.

Failing this, the Seller will be required to provide exclusively the guarantee according to the current laws.

It is the responsibility of those who intend to activate the warranty to prove the defect of the manufacture of the product, the fact that it was not recognizable upon receipt of the product (see article 10 of these general conditions), the invoice of the Seller with which the product was supplied and the signing of the present general conditions by the Purchaser.

In the absence of even one of these elements, the Seller will not be required to provide the conventional guarantee.

In order to be replaced, defective products must be returned to the Seller in advance.

The return of defective products, in any case, must always be agreed in advance with the Seller.

The warranty is to be considered valid only in compliance with the conditions indicated in the following point 11.2.

The guarantee lapses in the cases indicated in the following point 11.3.

The external Laying and Protection Indications indicated in the following point 11.4 must always be observed.

### 11.2. Conditions

- Pipes and fittings must be installed according to the instructions contained in the installation manual, defined in the general catalog of the Seller.
- No tampering or alteration of the products must have occurred after the production period, even only due to accidental causes.
- The operating conditions (temperatures, pressures, nature of liquids, tensioning) must fall within the parameters indicated in the installation manual, defined in the general catalog of the Seller.
- The items object of request must expressly bring the trademarks.

### **11.3. Decadency**

- Failure or incorrect observance, even partial, of the installation instructions provided by the manufacturer.
- Missed or incorrect observance of the rules of art or of the specific rules of good technique.
- Use of deteriorated and therefore unsuitable materials: pipes and fittings that have been aged or scratched, crushed, etc..
- Use of materials not supplied by the Seller (pipes and fittings).
- Plant built and developed by a non-specialized or unlicensed thermosanitary installer.
- Failure to comply with the instructions for Laying and Protection against external corrosion referred to in point 11.4 below.
- Lack of plant test and related documentation.

### **11.4. Laying and protection against external corrosion**

In order to avoid failure of the brass products, it is advisable to isolate the fittings in an inspectable box or in any case protect them with appropriate materials.

For their protection, anti-corrosion and waterproof materials must be used, that inhibit corrosion from possible chemical agents, and materials resistant to heat and aging.

These installation instructions must be applied in conjunction with the assembly instructions defined for each individual product range and duly shown in the Seller's catalog.

### **11.5. Consumer rights**

It is specified that the Consumer is the owner of the rights established by the Consumer Code (Legislative Decree No. 206/2005) in Articles 128 et seq. And that this Conventional Warranty is without prejudice to such rights.

Date ...  
The Purchaser  
(Stamp and Signature)

Pursuant to and for the effects of art. 1341 and 1342 of the Civil Code, as applicable, the Purchaser declares to approve specifically the following articles of the general conditions of sale applied by General Fittings S.p.A.

2. Scope of application and additional clauses;

6. Terms of delivery;

9. Withdrawal;

10. Complaints;

11. Warranty and 10-year warranty extension;

13 Limitations of liability;

14. Dispute of invoices;

15. Payments, right to suspend deliveries, forfeiture of the term benefit, payment guarantees;

16. Applicable law, jurisdiction and competent court.

Date

The Purchaser

(Stamp and Signature)