

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

Rel. 05/2026

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. QUOTATION 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 shall be concluded upon the Seller's receipt of the Order Confirmation signed and accepted by the Buyer, or upon the expiry of two days from the sending of the Order Confirmation without the Buyer having sent any communication to the Seller. In the latter case, the Buyer's conduct shall constitute acceptance of the contractual proposal contained in the Order Confirmation.

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. DELIVERY TIMES

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 AND RETURNS

The agreed place of delivery shall be the production facility indicated in the quotation and, where not specified, Ex Works (Incoterms 2020).

Delivery takes place when the goods are handed over to the carrier or freight forwarder. Transport, insurance and other shipping-related costs shall be borne by the Buyer.

The Seller shall not be liable for losses or damage of any kind caused by stowage, loading and/or transport.

The Seller shall likewise bear no liability where the Buyer arranges transport of the goods using its own vehicle or carriers of its choice.

The Buyer is responsible for inspecting incoming goods.

Packaging is not included in the price and shall be borne by the Buyer. Products may be returned only with prior written authorisation.

General Fittings shall accept returns exclusively in cases of alleged technical non-conformity subsequently verified by its appointed representative or laboratory, delivery errors attributable to General Fittings, or other circumstances expressly authorised by General Fittings and not attributable to the Customer, subject to completion of form 0182, which must be requested at service@general fittings.it.

All returns must be authorised in advance by General Fittings.

Returned goods shall be accepted only if:

- they are returned properly packaged and in excellent condition;
- they are accompanied by a transport document stating the reason as “return of goods” and not “sale”;
- the transport document includes all references to the original purchase (invoice number and date).

Returns that do not comply with the above conditions shall automatically be rejected.

Furthermore, if the returned material is not in excellent condition or the claim concerning alleged technical non-conformity is found to be unfounded, General Fittings reserves the right to charge the Customer for the costs incurred in handling the case, carrying out inspections and the related transport expenses.

8. MISSING SHIPPING INFORMATION

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 may withdraw from the Contract if circumstances arise (including, by way of example only, difficulties in obtaining production inputs, increases in raw material prices, organisational problems, etc.) which, in the Seller's sole discretion, prevent the profitable continuation of the contractual relationship. In such a case, the Buyer shall not be 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@general fittings.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

In order to open a product liability claim, the Seller must receive all information, including photographs of the defective products at the installation site and one or more product samples.

The claim must be submitted using the appropriate form, available on request at rcprodotti@general fittings.it for the Italian market and productcivilliability@general fittings.it for foreign markets.

The Seller must be given the opportunity to inspect the site within 8 days of the date of the alleged damage and, in any event, before any remedial work is carried out.

As regards limitation periods for product liability, the Seller shall comply with applicable national and EU legislation.

13. LIABILITY LIMITATIONS

By placing the Order, the Buyer assumes responsibility for compliance with all safety and legal requirements relating to the purchased product.

The Seller shall not be liable for any direct or indirect damage to persons or property caused by improper use of the supplied product.

In any event, the Seller shall not be liable for any direct or indirect damage to persons or property if the conditions set out in Article 11 of these general terms and conditions (paragraph 2) are not met or if any of the circumstances set out in Article 11 of these general terms and conditions (paragraphs 3 and 4) apply.

14. INVOICE DISPUTES

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, RIGHT TO SUSPEND SUPPLIES, LOSS OF THE BENEFIT OF PAYMENT TERMS, PAYMENT GUARANTEES

Payments must be made at the Seller's registered office in accordance with the methods and deadlines stated in the Order Confirmation.

The agreed payment methods shall not entail any change to the stipulated place of payment.

If the Buyer fails to make payments within the agreed deadlines, the Seller shall be entitled to charge statutory commercial late-payment interest (Italian Legislative Decree No. 231/2002) and to obtain reimbursement of costs incurred in connection with unpaid bills and remittances, as well as legal recovery costs, without any need for formal notice of default.

Any delay or irregularity in payment shall entitle the Seller to suspend supplies, including supplies not directly connected with the overdue payments.

Where deferred payment has been agreed, any delay or irregularity in payment shall automatically cause the Buyer to lose the benefit of the agreed payment terms, making the entire amount owed by the Buyer immediately payable, including amounts relating to supplies not directly connected with the delayed or irregular payments.

The Seller shall be entitled to change the payment terms for future supplies and request advance payments.

The Seller may request appropriate payment guarantees, including during performance of the Contract. If the requested guarantees are not provided, the Seller may suspend performance of the Contract.

16. MARKETING ACTIVITIES

Any marketing, communication or promotional activity carried out by the Customer involving the use of the General Fittings logo, product images, technical content or other material associated with General Fittings, unless contractually provided for, must be submitted to the company for prior approval.

Only logos, images and materials expressly authorised by General Fittings may be used.

17. 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).

TEN-YEAR CONVENTIONAL WARRANTY EXTENSION

11.1. Scope

All products of the Seller are warranted for 10 (ten) years from the date of issue of the invoice under which those products are supplied.

The warranty provided covers solely the straightforward replacement of products or their components found to be defective due to a manufacturing defect that renders the products unsuitable for their ordinary intended use.

The warranty excludes any compensation for expenses and/or damage caused by the defective product to property and/or persons.

Normal obsolescence of products or specific components thereof is excluded from this warranty.

The following products are excluded from this warranty: motors, pipes, gaskets, ...

Products and their components sold by the Seller but not manufactured by the Seller are excluded from this warranty.

This warranty applies throughout Italy and Europe.

This warranty shall be valid only if the Buyer has expressly accepted these general terms and conditions by signing at the foot thereof and sending such acceptance to the Seller.

Otherwise, the Seller shall be required to provide only the warranty prescribed by applicable law.

Any party seeking to invoke the warranty bears the burden of proving the product's manufacturing defect, that such defect was not detectable upon receipt of the product (see Article 10 of these general terms and conditions), and that the Buyer signed these general terms and conditions.

If even one of these elements is missing, the Seller shall not be required to provide the contractual warranty described herein.

To qualify for replacement, defective products must first be returned to the Seller. The return of defective products must, in all cases, be agreed in advance with the Seller.

The warranty shall be valid only if the conditions set out in paragraph 11.2 below are complied with.

The warranty shall cease to apply in the cases set out in paragraph 11.3 below.

The installation and protection instructions against external corrosion set out in paragraph 11.4 below must always be complied with.

11.2. Conditions

- Pipes and fittings must be installed in accordance with the instructions contained in the installation manual included in the Seller's general catalogue.
- Products must not have been tampered with or altered after manufacture, even accidentally.
- Operating conditions (temperatures, pressures, nature of fluids, stresses) must fall within the parameters specified in the installation manual included in the Seller's general catalogue.
- The products for which a claim is made must clearly bear the manufacturer's markings.

11.3. Loss of Warranty Coverage

- Failure to comply, or incorrect compliance, even in part, with the manufacturer's installation instructions provided in the catalogue, technical data sheets or documentation available on the General Fittings website.

- Failure to comply, or incorrect compliance, with accepted standards of workmanship or specific rules of good engineering practice.
- Use of deteriorated and therefore unsuitable materials: aged, scratched, crushed or otherwise damaged pipes and fittings, etc.
- Use of materials not supplied by the Seller (pipes and fittings).
- Installation and commissioning of the system by an unqualified or uncertified plumbing and heating installer.
- Failure to comply with the installation and external corrosion protection instructions set out in paragraph 11.4 below.
- Absence of system testing and the relevant documentation.

11.4. Installation and Protection Against External Corrosion

To prevent malfunctions of brass products, it is recommended that they be installed and insulated in an accessible inspection box or otherwise protected with suitable materials.

Corrosion-resistant and waterproof materials that inhibit corrosion caused by possible chemical agents, as well as heat-resistant and ageing-resistant materials, must be used for protection.

These installation instructions must be applied together with the assembly instructions specified for each individual product range and duly included in the Seller's catalogue.

11.5. Consumer Rights

Consumers are entitled to the rights provided for in Articles 128 et seq. of the Italian Consumer Code (Legislative Decree No. 206/2005), and this contractual warranty does not affect those rights.

Date

The Buyer

(company stamp and signature)

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, insofar as applicable, the Buyer declares that it specifically approves the following articles of the general terms and conditions of sale applied by General Fittings S.p.A.:

2. Scope of Application and Additional Clauses;

6. Delivery Times;

9. Withdrawal;

10. Complaints;

11. Warranty and Ten-Year Warranty Extension;

13. Limitations of Liability;

14. Invoice Disputes;

15. Payments, Right to Suspend Supplies, Loss of the Benefit of Payment Terms, Payment Guarantees;

16. Marketing Activities;

17. Applicable Law, Jurisdiction and Competent Court.

Date

The Buyer

(company stamp and signature)