

TERMS OF SALES AND WARRANTY

TERMS OF SALE

In order to improve the quality of service provided, the manufacturer has adopted this document general conditions of sale of their products. It is understood that the following requirements apply unless otherwise indicated in the application by agreement or contract in the order confirmation issued.

Payments: The payments are governed by the provisions of Legislative Decree No 231 of 09/10/02, implementing Directive 2000/35/EC (late payment in commercial transactions): failure to comply with the terms and conditions of payment releases the Seller from any obligation to deliver, even in relation to goods other than those covered by the non-observance. If, the buyer can not rely on any breach of the seller if it is not up to date with payments, any breach of the seller does not allow the buyer to suspend or delay payments from the dates set.

Handover: The goods pass property at the time of delivery to the buyer, except in the case of deferred payments: the delivered goods remain the property of the seller until full payment of the price. The buyer undertakes to do what is necessary to give effect to the reservation of ownership, in the most extensive to the seller: he also undertakes to cooperate with the seller to the extent necessary for the protection of property rights of the seller. The seller is entitled to the privilege in any case on the products sold.

Change Management: All changes to orders already placed will not be accepted unless submitted and subject to the approval of both parties will not be accepted as valid contractual conditions not expressly agreed upon in advance.

Warranty: Subject to the assumptions of malice or gross negligence of the manufacturer it is now agreed that, if found responsible for Manufacturer in any capacity against the customer - including the case of default, in whole or in part, the obligations of the manufacture to the customer as a result of the execution of an order - the responsibility of the manufacture can not exceed the price of products purchased by the customer for which the dispute arose. Regarding the replacement of any parts under warranty, once the manufacture recognize the responsibility of origin as a result of lack of vision and made the same assessment of the warranty includes free replacement of the component only and not the costs of transportation and labor costs on site for a replacement.

Project: The purchaser to return the first drawing has an obligation to verify the characteristics expressed in it: if post-approval changes may be necessary, the buyer acknowledges and several major charges and costs for the remaining changes to its load the material already prepared.

Delivery: The delivery time is subject to the possibility of supply of raw materials and means roughly fixed and without commitment, the buyer can not claim compensation for late delivery, as it can not claim the cancellation of the order. The interruption of the work process due to causes beyond the control of the supplier (strikes, etc.) automatically extending deadlines established. The delivery period shall be established from the order confirmation or the date of purchase order, subject to specific written attacks (right or left) of the products ordered, in case the customer has not defined that specifies the manufacture will refer to the instructions in the offer price list or in your possession. It also states that the delivery time indicated in our order confirmation is fixed at the date when goods are ready for loading at our premises.

Transport: If it is determined that the transportation of the goods is borne by the manufacture the same timing and frees itself from any requirements of the carrier in cases where the quantity of goods ordered and to carry it reaches the full capacity of the means of transportation.

Assignment: The contract may not be assigned to one of the parties without the consent of the other. **Reference standards and Jurisdiction:** Any technical reference standards applied are specified in detail on the ordering document. Specifically, for the applicable paragraphs, this agreement refers to the Italian law, the requirements of UNI.EN.ISO 9001/00. Legislative Decree 196/03 (in the absence of a formal dissent, the manufacture considers itself authorized to use the data of the customer within the terms of the law).

Confidentiality of information: All documents, information and data which the manufacture will be held over the course of trade secrets and are considered confidential. The manufacture agrees not to disclose to third parties or use them for his own use or against the interests of the client. The manufacture undertakes to respect this confidentiality clause to its employees and consultants specialists in charge.

Claims: Upon delivery of the material the buyer must sign a delivery note. This subscription-contractual as inspected with regard to quantity and quality of the goods. Upon delivery of the material, the buyer must sign a delivery note. This document states the quantity and type of goods delivered. Claims for defects may be lodged within thirty (30) days of receipt of the goods, with the exception of visible defects and damage due to obvious deformation at the time of delivery of the material, which must be detected and reported immediately by making a remark in the delivery note as soon as unloading has taken place.

Please note that complaints of any reason not entitled to suspend payments.

Jurisdiction: All disputes relating to this are subject to Italian jurisdiction. For any disputes before the courts City o Manufactured expressly delegated to the rules of jurisdiction under Article. 1341 Civil Code **Warning:** check on the various documents and confirms the order Exact Name and VAT. In case of failure to communicate promptly, otherwise the manufacture not be held jointly and severally liable pursuant to art. 41 Presidential Decree n° 633 in date 10/26/72.

TERMS OF WARRANTY

1. Our units are guaranteed against all manufacturing defects. In warranty period all parts which the manufacturer deem unquestionably to be faulty at origin as a result of materials or manufacturing processes, will be supplied free of charge. The work costs necessary for replacement activities are not included.
2. Any tampering with electrical system or structural part of units, will result in forfeiture of the warranty terms.
3. The installer is installation's responsible which must be carried out professionally and in according to law, regulations and legislation concerning current safety standards. The manufacturer shall not be held liable for any damage which may, directly or indirectly, be caused to persons, animals or objects as a result of the failure to observe current norms and all regulations and warnings indicated in the installation, use and maintenance Instruction Booklet.
4. Installation must make allowance for full units accessibility, this making it possible to perform any subsequent activities (maintenance, replacement of parts, complete replacement of unit, etc.) simply, rapidly and without risk of damaging any items in the vicinity of unit (furnishings, false ceilings, walls, plasterboard divisions, coverings, etc.). Any additional costs or charges necessary for noncompliance with these instructions, will lead to refusal of requests for compensation or charges of any kind, unless otherwise agreed in writing and confirmed by both the parties.
5. The warranty does not cover all parts which may result as being faulty due to negligence, carelessness or neglect while using the unit, incorrect installation, incorrect maintenance, maintenance carried out by unqualified and/or unauthorised personnel, damage caused by accidents, damage caused by transport, failures as a result of voluntary or accidental action, or circumstances which in any event cannot be referred back to manufacturing defects.
6. In compliance with Article 1495 of Italian Civil Code, the User will forfeit the right of warranty if the faults are not reported to the manufacturer in writing within 30 days of their discovery, unless otherwise agreed in writing and confirmed by both the parties.
7. The warranty does not cover routine activities for periodic maintenance of units (e.g. cleaning air filters) and the consequences due to normal wear and tear (e.g. air filters).
8. Any malfunctions, failures, faulty components, damage directly or indirectly caused to persons, animals or objects do not grant the customer the right to defer any payments outstanding. In the event of insolvency, the suspension of any delivery of parts under warranty shall be granted.
9. The warranty excludes any compensation for period of inactivity of the unit.
10. Our units are guaranteed for a period of 1 year. The units are guaranteed for this period from the date of purchase (which the User is obliged to prove by means of a fiscally valid document– e.g. purchase invoice or receipt). Otherwise, the units are guaranteed for this period from the date of shipment.
11. The warranty does not cover the replacement of the entire unit, but only of its components considered to be defective after careful inspection and analysis by the manufacturer.



12. Once the warranty period has elapsed, the replacement of any parts will be charged for in full according to the current tariffs in force.

13. Each delivery is disciplined by these general terms of warranty which are considered to be tacitly accepted for all intents and purposes. Any eventual exception to the terms of warranty which are established by means of agreement between the parties, shall be valid only if confirmed in writing by the Seller.

14. The Italian version of these terms will remain the authoritative reference document for any translations thereof.

15. Any disputes concerning these terms will fall under the competent jurisdiction of the judicial authorities in Italy.

Thiene, 2024

Client stamp and signature
