



GENERAL SALES CONDITIONS **(version: AA revision: 00)**

ORDER CONFIRMATION.

Orders shall be accepted by our company only upon our written confirmation of the same. For orders issued without our confirmation the sales conditions shall be established by us therewith. Our offer is valid for 30 days; however it might be cancelled according to our advice .

PRICE VARIATIONS.

The prices stipulated in the order, notwithstanding written or verbal confirmation from our company may be subject to adjustments upon delivery of the goods. Such adjustments shall be made in proportion to additional costs arising from increases of any costs, including those of energy, labour, raw materials, etc. The Purchaser has taken note of the aforementioned conditions and accepts them.

DELIVERY - RESPONSIBILITY - TRANSPORT – PACKING.

All materials supplied by us shall be accepted as EX FACTORY, unless specified differently in the invoice. However, the goods shall always travel at the purchaser's risk, even when shipped carriage free. Except, where specifically requested by the purchaser, shipments shall be made using the means of transport chosen by our company, which shall not be held responsible in any way. It shall therefore be the responsibility of the purchaser to inspect the goods upon receipt of such. The purchaser shall always be responsible for the cost of packing which shall be charged to the purchaser at cost price, with no obligation on our part to accept returned packing.

DELIVERY DEADLINES.

Delivery deadlines, although duly accepted, may be delayed as a result of unavoidable accident or cases of force majeure beyond our control (strikes, lock-outs, disasters, etc.). In such cases the purchaser's order shall remain valid to all effects, except where our approval is given for the cancellation of the order. However, in no case penalties of any kind may be charged due to delays in deliveries.

PAYMENTS.

Payments shall be sent exclusively to our registered offices in Provaglio d'Iseo. The valid form of payment shall be that indicated on our invoice. Upon expiry of the agreed deadline, default interest shall be charged at current banking rates. In the case of late payment we shall be authorised to temporarily suspend supplies or even break off relations completely; in those cases the purchaser shall not be entitled to claim for any damages suffered. The VAT added to the invoices, where applicable, shall be paid in full by the purchaser.

TESTING.

Testing shall always be carried out at our registered offices and may only be carried out in the presence of the purchaser where a prior request has been made.



WARRANTY.

The warranty for our products is valid for 12 months from the date of delivery of the goods. Although the loads and pressures established are within the limits allowed, the guarantee shall cover exclusively the replacement of broken parts resulting from defective materials. Breakages caused by overloading or incorrect applications of any kind shall not be accepted. In no circumstances we recognise damages caused by the breakage of other parts, even when caused by the breakage of our equipment. In such cases, if breakages are caused by defects in our equipment, the guarantee shall cover exclusively the replacement of the broken part relating to our products. Transport costs arising from the repair of materials shall always be at responsibility of the purchaser, even where such repairs are covered by warranty.

EXCEPTIONS TO THE GUARANTEE.

Pumps

- a) The warranty shall not cover pumps damage as a result of excessive pressure (breakage of the pump casing, for example) since all the pumps are supplied for specific operating pressures, and are tested on a test-bench with pressures exceeding the maximum values allowed. The aforementioned cases are therefore not covered by the warranty in any way.
- b) The guarantee shall not cover pumps prematurely worn as a result of excessive pressure or due to use of inappropriate types of oil. This shall also apply to breakages caused by contamination in the oil. Of course, oil has to be filtered as per specifications given in the products' data sheets.
- c) The warranty shall not cover breakages caused by tampering or by misuse of our products.

COMPETENT COURT.

For any form of dispute related to our supplies, it is recognized the exclusive competence of the authorities of Brescia without any exceptions.

FURTHER CLAUSES.

All the specific and general conditions, whether hand written, typed or printed, are correlative and fully integrated. Upon sending us his order, the purchaser shall accept such conditions implicitly and comprehensively. For all other terms, reference should be made to the Italian Civil Code.