

## 1) INTRODUCTION

The following terms and conditions of sale are valid for all offers and subsequent sales transactions. Exceptions must be confirmed by Officine di Trevi writings.

## 2) ORDERS AND ACCEPTANCE OF ORDERS

Orders must state the name and the exact type of the product. The technical developer is responsible for the correct selection of components, according to the installation requirements, using areas and environment conditions. The selection of the appropriate equipment cannot be left to the manufacturer which can only indicate where the equipment can be installed, in compliance with rules and certification limits. Orders are binding only if approved by Officine di Trevi sales Department.

## 3) PRICES AND PACKAGE UNITS

The prices, stated in Euro, are net of fiscal changes and can be modified without prior notice.

The prices must be considered for deliveries ex works and are based on standard package units. Packing different from Officine di Trevi standard shall be made at the expense of the purchaser unless otherwise expressly arranged.

## 4) DELIVERY TERMS

The time of delivery must be considered indicative and without obligation. Officine di Trevi does not undertake any responsibility for damage resulting from delay in the delivery and reserves the right to delay the term of delivery or to cancel the agreement without any money penalty in the following cases:

- reasons of force majeure,
- difficulties in the sourcing of raw materials,
- late communication of the data necessary for the vendor to execute the order,
- purchaser's default in paying.

Agreements or promises different from the usual conditions of supplying are not accepted except if they are written in the purchase order or duly approved by Officine di Trevi.

## 5) DELIVERY

The goods are delivered when they are put in customer's disposal or when they are placed at the carrier or to the forwarding agent. Partial deliveries, made in subsequent stages are considered authorized.

## 6) SHIPMENT

The goods are transported at buyer's risk even if the goods are delivered free of charge. The consignee must put forward claims for damages or losses to the carrier. Only written claims within 8 days from the date of receipt of the goods will be taken into consideration.

## 7) PAYMENT

The payment of invoices must be made directly to the Officine di Trevi address, in the way and within the date specified on the invoice. The payments made to agents are considered effected only when the permanent sums reach the Officine di Trevi.

Where payment is made after due date, the outstanding debt will be subject to an interest at the ruling average bank. Officine di Trevi reserves the right to stop the production of goods still on order in case of delayed payment or non-payment.

The customer is not authorised, for any reason, to delay or to suspend the payment due on all accounts, even in case of claims or contestations, nor can he start legal proceeding if he has not seen to the agreed payment.

## 8) OWNERSHIP OF THE GOODS

The ownership of products will transfer to the buyer only against the complete payment, since the reserve of ownership remains to the seller.

It is also specified that in case of repair of components it is foreseen in the Civil Code the right to retention of the goods until the payment of the reparation, under article 2756, paragraph 3.

In case of non-payment the goods are to be delivered to Officine di Trevi free of any transport charge.

## 9) WARRANTY

The warranty covers the manufacturing defects of the goods produced by Officine di Trevi. Officine di Trevi grants 2-years warranty from the date of shipment and for the goods bought at Officine di Trevi factory or at authorized dealers.

The warranty includes substituting or repairing only the defective components at Officine di Trevi factory or at authorized workshops. In any case the customer or the final consignee cannot claim for damages.

The warranty lapses:

- if the product has been repaired, disassembled or tampered with by people not authorized by Officine di Trevi in writing;
- if the damage has been caused by wrong electric or hydraulic connections and by absent or inadequate protection;
- if the product has been overloaded beyond the plate limits, installed incorrectly or put in an unsuitable place;
- if the goods have been damaged by corrosive or abrasive liquids or substances incompatible with the material used to manufacture the pump;
- if the product arrives to the Officine di Trevi factory without the instruction manual which is every box, correctly filled in.

Officine di Trevi reserves the final decision on the cause of the defect and on the total or partial acceptance of the warranty. The technicians, sellers and dealers are not authorised to modify the above described warranty terms.

The defective product has to be transported to Officine di Trevi factory carriage free.

## 10) PRIVACY

Until the signing of this contract each PARTY explicitly allows the other PARTY the inclusion of this data in their respective database. Each PARTY expressly allows the other PARTY to disclose information to third PARTIES, when this is necessary in terms of requirements, rights and obligations related to the implementation of this Contract making easier the management of relations arising from the same contract.

The PARTIES also take note of the rights to them recognised in art. 7 of Legislative Decree n. 196 of 30 June 2003 which concerns the protection of personal data and in particular the right to request the update, correction or delation of personal data.

## 11) TECHNICAL AND COMMERCIAL INFORMATION

Any drawing, specification or business information supplied by Officine di Trevi, prior or subsequent to agreement, remains the property of Officine di Trevi and must not be passed in any form on to a third part or used without the written consent of Officine di Trevi.

## 12) MODIFICATION TO PRODUCTS CHARACTERISTICS

The vendors reserves the right to modify or improve the agreed specifications without any prior notice.

## 13) DISPUTES

No exception can be made to the conditions stated in the above document if not expressed and accepted in writing. In case of disputes between the parties the place of jurisdiction is the Court of Spoleto (Perugia), even when the payment is stipulated at the customer's domicile.

The data and technical features in this catalogue are not binding. The OFFICINE DI TREVÌ reserves the right to make modifications without any prior notice.