



# Sales Terms and Conditions

**PLUMBING & HEATING**





The customer's acceptance of our offer or order confirmation, however it is made, shall entail the application of these general terms and conditions of sale to the contract.

Any deviations from these general terms and conditions must be agreed between the parties in writing.

Unless different written arrangement between the parties:

- **the minimum order value for Italy is 500 EUR with complete boxes,**
- **the minimum order value for foreign countries is 5,000 EUR with complete boxes.**

Any drawings or technical documents relating to our products, even if submitted to the customer, shall remain our exclusive property and may not be used by the customer, copied, reproduced, transmitted or communicated to third parties without our authorisation.

The customer cannot return material for any reason whatsoever without the express authorisation of our sales department. Claims for missing or wrongly delivered goods or for obvious non-conformities must be received within 8 days from the date of goods receipt. Claims for hidden non-conformities must be received within 8 days from the date of discovery.

In accordance with the provisions of our Quality System, in order to manage the above-mentioned complaints in an organised and correct way, we inform you that any complaints issued by you will only be considered valid if received in writing and must contain the following reference data:

- Type of product
- Quantity involved
- Detailed description of the anomaly detected
- Transport document/invoice references
- Lot number, if any

After a determination of complaint validity by our quality control department, we will refund or replace the defective goods, as agreed with us. No other costs (such as disassembly and/or reassembly of the products, transport to/from the end user's place of destination, etc.) shall be charged to us unless agreed in advance.

Any complaints or disputes shall under no circumstances entitle the customer to omit or delay payments for the delivery.

Products are warranted against defects in manufacture and operation with respect to use, application, tolerances, etc., expressly indicated by us. We accept no liability for incorrect installation or use not in accordance with the operating conditions, indicated in the catalogue, of the products sold.

This warranty supersedes all statutory warranties of defects and conformity; in no event shall we be liable for direct, indirect, incidental, consequential, or punitive damages, including, without limitation, loss of profits or production.

For any damage to persons or property caused by defects in the supplied products which are attributable to us, we shall be exclusively liable within the limits, terms and conditions of our product liability insurance policy (a copy of which is available upon request).

All disputes arising out of or in any way connected with the contract to which these general terms and conditions apply shall be subject to the exclusive jurisdiction of the Court of Brescia (Italy).

The applicable law shall be Italian law.