

General terms and conditions of sale and supply

I. General information

These general terms and conditions govern the sale and contractual relations between the seller SAIVER S.r.l. and the buyer, hereinafter referred to as the Customer, and annul all previous conditions. They are available on the institutional website or attached to the order confirmations, and are therefore presumed to be known to the Customer and are also deemed to be accepted in full. Finally, they exclude the possibility for the Customer to assert its own commercial conditions. Any exceptions must be agreed to in advance, in writing and signed. In accordance with current data protection regulations, SAIVER s.r.l. informs the Customer that the personal data collected will be stored and used solely for the purpose of concluded sales contracts and for the conclusion of future business.

II. Offers and orders

All commercial offers made by SAIVER s.r.l., whether verbal or written, are non-binding. Any order shall be deemed accepted by SAIVER S.r.l. only if confirmed in writing, as shall any amendment, addition, and in general any subsequent agreement. Orders, commitments or terms and conditions of business agreed to with representatives of the SAIVER sales network shall be valid only after acceptance by the seller, unless there are previously signed agreements. Technical data, measurements, weights and all other information given in catalogues, price lists, commercial documentation and any other publications shall be understood as indicative and non-binding, unless expressly confirmed in writing by SAIVER S.r.l. They can therefore be changed without prior notice. Any technical drawings or specific documentation relating to the seller's products accompanying the offer and/or order are the property of SAIVER S.r.l. and may not be copied, passed on to third parties or otherwise used by the Customer without prior written authorisation.

III. Prices

Unless otherwise specified, the prices indicated in the price list are net of VAT and for "goods packed according to standard procedures" prepared to avoid damage or deterioration, and ex warehouse. Special packaging will be provided on request. For orders for which no price has been agreed to, the prices valid at the time of delivery shall apply. Confirmed prices only apply to the purchase of confirmed quantities. In the case of partial deliveries, each delivery will be evaluated separately unless otherwise agreed by the parties. Prices are calculated based on the cost of labour and raw materials. If there are any changes, these prices may change without any obligation on the part of the seller.

IV. Delivery

Delivery times stated in offers and order confirmations are purely indicative and do not bind the seller. Under no circumstances shall the latter be liable to pay compensation for direct or indirect damages due to delayed delivery or total or partial interruption of the supply. Under no circumstances shall any delays in delivery be cause for cancellation of the order by the Customer. Delivery and supply deadlines shall be deemed to have been met if the goods have left the warehouse or if a "goods ready" notice has been given by such dates. If the goods are not collected or are collected late or only in part, SAIVER S.r.l. shall be entitled to deposit the goods in the warehouse or to ship them at the expense and risk of the Customer, thus considering the goods collected.

V. Transport

Goods travel at the risk and peril of the Customer, as they are deemed to be sold from stock, unless otherwise agreed or specified in writing. Goods are never insured by the seller unless specifically requested by the Customer, who bears all related charges. Should the goods arrive damaged, it is the Customer's responsibility to accept them from the carrier subject to verification and then file a claim for compensation. Before leaving the factory of origin, all goods are tested and proven to conform with the performance of the sample the certificate of conformity was issued on. Any test carried out by the Customer in the absence of one of our technicians has no value and does not constitute grounds for declaring the "non-conformity of the product".

VI. Payment

The place of payment is the domicile of the seller for all purposes, irrespective of the consideration. Payment shall be due on the agreed terms even in the event of delayed delivery of the goods or damage due to transport, and even if the goods placed at the disposal of the buyer are not collected thereby. Unless otherwise agreed, payments shall be made at the head office of SAIVER S.r.l. in euros. In the event of deferred payment, failure to comply with a deadline entails the automatic forfeiture of the term, the immediate payment of the full amount and the commencement of interest on arrears and monetary revaluation according to the Istat cost-of-living indexes of the Milan Chamber of Commerce.

VII. Suspension and termination of the orders

Should any of the conditions for the sale not be fulfilled, even in part, or should changes of any kind occur in the buyer's constitution or commercial capacity, the seller shall be entitled to suspend further deliveries.

Irrespective of the aforesaid circumstance, the seller shall be entitled to reduce the limits of its exposure to the buyer if general market conditions change or if facts or circumstances of such a nature as to affect the normal course of the buyer's business arise.

VIII. Unloading

The unloading of the material from the delivery vehicle is the responsibility of the Customer, without any liability of SAIVER S.r.l. in the event of damage to things, materials or persons resulting from this operation.

IX. Returns

Supplies may not be returned unless agreed to in writing and signed, and in any case the goods must be in perfect condition and with the original packaging completely intact.

X. Conventional warranty conditions

The product is guaranteed by SAIVER S.r.l. against faults and defects in construction, including the lack of essential qualities.

XI. Conventional warranty commencement and duration

The products sold by SAIVER S.r.l. are covered by the conventional manufacturer's warranty of 12 months and no more than 18 months from the date of delivery, provided that they are used correctly in accordance with the relevant provisions of Italian law. In order to benefit from the warranty, the Customer must keep the invoice accompanying the delivered product. Any repairs or replacements of component parts and instruments of the products during the warranty period do not alter the starting date and duration of the warranty. Warranty claims must be submitted immediately in writing.

XII. Exclusions and limitations of the conventional warranty

The warranty does not cover the following:

- Parts damaged during transport
- Parts subject to normal wear and tear
- Faults or malfunctions due to atmospheric agents (frost etc.)
- Faults or service due to tampering by unauthorised personnel
- Faults or service due to lack of or inadequate maintenance
- Wrong technical choice of product
- Faults caused by incorrect electrical connections
- Faults caused by applications not foreseen in the technical data sheets
- Faults caused by thermal fluid incompatibility
- Faults resulting from non-compliant installations

XIII. Technical requirements for the conventional warranty

The warranty shall be void if the following requirements are not met:

- The products are not installed in a professional manner and in compliance with current laws and regulations (Italian Law 46/90, INAIL, UNI-CIG, EN, fire department. etc.)
- The system does not have the documentation required by law (e.g. declaration of conformity, control unit/plant booklet, etc.)
- Regular maintenance has not been performed as per Italian Presidential Decree 412/93 amended by Italian Presidential Decree 551/99.
- The requirements set out in the user and maintenance manual have not been observed

XIV. Warranty services

Any parts that prove to be defective or inefficient within the warranty period due to material or manufacturing defects shall be repaired or replaced under warranty either on site or at the factory at SAIVER S.r.l.'s sole discretion. The parts replaced under warranty remain the property of SAIVER S.r.l., to which they must be returned by the user.

XV. Responsibility

SAIVER S.r.l. personnel working on the user's premises provide technical service support. The installer remains responsible for the installation, which must comply with the technical requirements in the booklet accompanying the product.

XVI. Sale with reservation of title

In the event of a sale pursuant to Art. 1523 et seq. of the Italian Civil Code, SAIVER S.r.l. reserves ownership of the delivered goods until full payment of the agreed price.

XVII. Jurisdiction

Any dispute or litigation, including with respect to payment, shall be subject to the exclusive jurisdiction of the Court of Monza.