



POWERING EVOLUTION

GENERAL CONDITIONS OF SALE

1) Introduction

The sale is carried out under the following general conditions, which form an integral part of the contract drawn up between the Parties. Entering into the contract decrees approval of the conditions below and any modifications of the aforesaid must be carried out exclusively in writing.

2) Completion of the contract

The contract is completed when, after receiving a purchase order, the seller confirms its acceptance to the purchaser. This acceptance can be made by a sale confirmation or by the commencement of the contract without any obligation of having to give notice to the other party.

3) descriptive documents and structural changes

The weights, dimensions, capacity, price, performance, and any other data represented in catalogues, lists, circulars, advertisements, illustrations and price lists are for information purposes only and are not obligatory.

The seller reserves the right to make any structural changes to his products at any time, which is deemed necessary in order to guarantee operation and efficiency.

4) Packaging

Unless otherwise agreed upon, the prices listed in the offers also include standard packaging of the goods; Maritime, wood, or any other type of non-standard packaging is deemed not included in the sale price, and is to be borne by the purchaser.

5) Risk transfer

Unless otherwise agreed upon in writing, the goods are sold "ex works" with reference to the EXW Incoterms® 2010 clause.

In particular, the risk, transport expenses and other relative expenses to load the goods onto the vehicle are to be borne by the purchaser from the time in which the goods are made available in compliance with the contract, provided that the seller notifies the purchaser in writing with regard to the date from which the goods can be collected

6) Delivery

Unless otherwise agreed upon, the delivery period shall start from the later date from the following:

- the date of completion of the contract as stipulated in Art. 2;
 - the date of receipt of any payment on account or deposit made by the seller, which is provided for in the contract prior to delivery of the goods;
- Unless otherwise agreed upon in writing, the delivery conditions of the said goods to be sold are deemed estimated.

If, for whatever reason, which is not an action or negligence by the seller, the purchaser fails to collect the goods at the time and place agreed upon in the contract, he shall in any case effect all payment established in the contract as though the goods were delivered. In this case, when the goods are identified, the seller shall store them at the expense and risk of the purchaser.

The seller also has the right to reimbursement of all expenses incurred to enforce the contract and not covered by any payments received, with the exception of the right to compensation for damages.

7) Price and payment

Unless otherwise agreed upon, the price for the goods is agreed upon as "Ex Works". Therefore, transport expenses and any additional expenses are therefore excluded, including taxes due as local taxes.

Payment is due by the date established in the contract, without any other request or formality by the seller. Delay in payment shall result in interest accrued pursuant to Italian Legislative Decree 231/2002, which adopts and implements EU directive 2000/35/EC.

If the purchaser delays any payment whatsoever, the seller, at his discretion, shall:

- suspend or postpone obligations held;
- declare the contract terminated by way of simple written notice without prejudice to his right to be reimbursed for all expenses incurred in the performance of the contract, except for the right to compensation for damages.

8) Warranty and exclusions

The seller shall undertake to repair faults resulting from design, material or processing defects, exclusively within the following limits.

The obligation undertaken by the seller is limited to defects that occur during the period called "warranty period", which shall come into effect from risk transfer, which corresponds to the provisions of Art. 5, until the expiry of the terms set forth below;

The parties agree that the warranty includes repairs or replacement of parts, which, at the discretion of the seller, are necessary for the proper operation of the product, within the said warranty conditions, in particular, the seller recognises each construction defect found, in the following terms, for:

- Commercial range steel boiler body 36 months
- Industrial range steel boiler body 12 months
- Condensing range boiler body 36 months
- Storage tank body 12 months
- Electrical and electronic parts and/or accessories 12 months

ICI CALDAIE S.p.A.

Via G. Pascoli, 38 - Frazione Campagnola
37059 Zevio (VR) Telefono +39 045 8738511
Fax +39 045 8731148 - info@icaldaie.com
Partita Iva IT 00227490232

icaldaie.com

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from the aforesaid date of risk transfer.

The warranty does not include maintenance operations of the devices regarding the contract of sale, which shall be borne by the purchaser; In order to make use of the warranty as indicated in this article, the purchaser shall, without delay, give notice in writing not later than eight days, under penalty of invalidation, from the date of delivery, the defects that were detected. This action is barred after a period of one year, or other period as indicated above;

The aforesaid notification shall not release the purchaser from his obligation of payment under the terms agreed upon. Delay, failure, or incorrect payment shall result in a disclaimer of the warranty referred to in this article.

Execution of the warranty shall take place upon technical verification and recognition of the alleged defect at the premises of the seller, and according to company procedure. The purchaser of the device is to pay the fixed minimum charge for any intervention required, of the cost of transport of the pieces to be replaced, of labour costs, with the exception of those related to any repairs and any travel, food and accommodation expenses of the seller's personnel using the rate in force. Technical personnel shall be sent within the time granted by organisational requirements.

Any replacements or repairs shall not modify the start date and duration of the warranty established in the sales contract or in these general conditions. The replaced parts and components shall be the property of ICI CALDAIE S.p.A. and must be returned by, and at the expense of, the purchaser.

The seller's responsibility is solely extended to defects that emerge in the operating conditions provided by the contract and used correctly, as specified in the relative user instructions in the installation manual that always precedes or accompanies the delivery of the product. The seller's responsibility is excluded for defects resulting from faulty installation, maintenance, and use; due to insufficient capacity or abnormality of hydraulic systems, fuel supply; for use that differs from what the product was built for; for unsuitability or otherwise erroneous and incorrect supply water treatment; for corrosion caused by water condensation and aggressiveness; for badly conducted treatments; for stray currents; for negligence or inability of use; due to frost; due to lack of water; for inefficiency of the chimneys or discharges; for tampering by unqualified or unauthorised personnel; for parts subject to normal wear and tear of use, for anodes, refractories, gaskets, knobs, warning lights, etc., and in any case, for reasons not to be ascribed to ICI CALDAIE S.p.A.

In the event of failure to find the manual of use mentioned in the previous point, the purchaser shall submit a notice in writing to the seller within a period of eight days from delivery of the product. Failure to submit the said notice shall imply the manual was delivered with one of the products. Subject to what is provided in this article, from the risk transfer of the goods and also for defects whose cause is prior to the said transfer, the seller shall not undertake other responsibilities. It expressly provides that the purchaser cannot raise any claim for injury to persons or damage to property. The parties can also establish to limit the seller's responsibility of gross negligence, unwavering the significance of all references in this regard made in these general conditions.

After the warranty duration terms, technical assistance can be carried out by charging the purchaser for any replaced parts or for expenses related to repairs, provided that all labour and travelling expenses of personnel and transport of materials are to be borne by the purchaser according to the rate in force by the seller.

9) Installation and operation

ICI sells a product.

Installation is to be carried out by the purchaser, who must execute the provided technical provisions by the laws and regulations in force and, in any case, by the relative technical manual, including assembly, start-up, and operation.

10) Reasons for exemption from execution

A party is not responsible for the failed execution of any of its obligations should:

- Failed execution be due to an impediment beyond his control;
- The party, upon concluding the contract, could not be reasonably held to envisage the said impediment and its effects on the position to execute the contract;
- The party could not have reasonably avoided or overcome such an impediment or its effects;

A cause of exemption from liability pursuant to this article exempts the defaulting party from payment of damages, penalties and other contractual sanctions.

It also suspends the terms of execution of the contract for a reasonable period, excluding any counter-party's right to cancel or terminate it.

Each party can retain what he has held from execution of the contract before it was ended. The final payment must be effected without delay.

11) Amendments

Any amendment to these General Conditions of Sale can be effective only if made by means of a written act

12) Applicable law and place of jurisdiction

With regard to any disputes, the parties agree that the contract shall be governed by the United Nations Convention on contracts for the international sale of goods, concluded in Vienna on 11 April 1980, signed by the Italian State on 30 September 1981, ratified by Law No. 765 on 11 December 1985, and entered into force on 1 January 1988.

The right to apply Italian law with regard to what is not expressly governed by the United Nations Convention on contracts for the international sale of goods shall be valid.

For any dispute or litigation that may arise or result from this provision, the Court of Verona shall have jurisdiction.

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