



UNI EN ISO 9001-2015

S.R. RUBINETTERIE S.R.L.

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Capitale Sociale Euro 26.000 I.V.

Valduggia, 01/02/2023

.R. RUBINETTERIE SRL GENERAL CONDITIONS OF SALE 2023

Art. 1 OBJECT

- 1.1. The present General Condition of Sales shall apply to all the sales made by S.R. RUBINETTERIE Srl having its seat in Italy, Via Monte Fenera, 105, Valduggia (VC) (hereinafter the “SELLER” or “S.R. RUBINETTERIE”) having as object the products made by the SELLER (hereinafter the “PRODUCTS”). In particular the technical specification of the design and materials (hereinafter the “Technical Specifications”) of the S.R. RUBINETTERIE Products shall be indicated in each Order Confirmation and/or in the catalogue available on the SR RUBINETTERIE website <https://sr-rubinetterie.it/condizioni/>.
- 1.2. The present General Condition of Sales regulate any order made by the BUYER (hereinafter the “Order”) as integrated and accepted by the order confirmation (hereinafter the “Order Confirmation”) sent by the SELLER.
- 1.3. The Order Confirmation shall be considered accepted by the BUYER written acceptance and at the latest when the Products are delivered to the BUYER.
- 1.4. Any modification to the Technical Specification and/or to the terms and conditions indicated in the Order Confirmation and in the General Conditions shall be agreed in writing by the Parties.
- 1.5. The BUYER shall follow, in its operations concerning the installation, the instructions indicated in the Assembly Instructions of the S.R. RUBINETTERIE’s Products (if provided) which is available on each package and/or on the S.R. RUBINETTERIE website <https://sr-rubinetterie.it/condizioni/>.

Art. 2 PRICE , PAYMENT AND DELIVERY

- 2.1 The BUYER shall pay the price indicated in the Order Confirmation (hereinafter “Price”).
- 2.2 The Parties shall negotiate in good faith modifications of the Price, if the performance of the contract becomes excessively onerous due to the increasing of the raw material or due to an event beyond the SELLER’s reasonable control. If an agreement concerning such modification is not achieved in writing within 2 (two) weeks after the notification, the SELLER may terminate the contract with immediate effect.
- 2.3 The BUYER shall pay the Price of the Products following the terms and conditions indicated in each Order Confirmation. The lack of payment indicated in the Order Confirmation shall entitle the SELLER to suspend the delivery of the Products, to take any legal action for its own protection and to request the relative compensation for damages. The Products shall remain the property of the SELLER until the Price is paid in full by the BUYER.
- 2.4 The SELLER has the obligation to deliver the Products following the terms and conditions (Incoterms ICC 2020) indicated in the Order Confirmation sent by the SELLER.
- 2.5 The delivery term indicated in the Order Confirmation may be significantly delayed due to the events concerning difficulties in the procurement or in the logistic of the raw materials and/or the components of the Products. Should Products not be delivered within the delivery time agreed in the Order Confirmation, the BUYER has the right to claim for damages after the expiration of 90 (ninety) days period following the agreed delivery time. Damages here above are due in the measure of 0.1% (zero dot one percent) of the purchase price, calculated per each week of delay, but cannot exceed the maximum percentage of 3% (three per cent) of the purchase price. The damages hereof are the only claim given to the BUYER in case of delay in the delivery attributable to the SELLER. No other claim is acceptable for the delay here above.
- 2.6 In case of late delivery, which is not attributable to reasons for which the SELLER is responsible, the SELLER shall be entitled to place the delivered goods in storage at the cost of the BUYER and to invoice the additional costs accruing to it as a result of the delay (e.g. in connection with rescheduling, overtime etc.) together with any other damages.

Art. 3 SELLER’S WARRANTIES

- 3.1 The SELLER warrants that the Products will be free from defects in material and workmanship and will conform to the Technical Specifications indicated in each package and/or in the Order Confirmation and/or on the website <https://sr-rubinetterie.it/condizioni/>, provided that the BUYER shall follow the SELLER’s instructions indicated in the Assembly Instructions of the S.R. RUBINETTERIE’s Products (if needed) available on the SR RUBINETTERIE website <https://sr-rubinetterie.it/condizioni/>. In case the BUYER, during the installation of the Products, do not follow the Assembly Instructions of the S.R. RUBINETTERIE (if provided), it will be considered in breach of the Contract and the guarantee shall not apply.

- 3.2 More specifically, the warranty covers defects in the material of its own production and does not apply, without limitation and not limited to, to the defects caused by:
- a. negligent or improper use of the Product and, in any case, non-conforming with the Technical Specifications or with the Assembly Instructions, whenever required;
 - b. non-compliance with the Technical Specifications of the Product;
 - c. repairs or modifications made by the customer or by third parties without the SELLER's prior written authorization;
 - d. anomalies caused by, or connected to, assembled/added parts directly by the BUYER;
 - e. lack of maintenance or unsuitable maintenance;
 - f. everything that is not attributable to original defects in the material or production.
- 3.3 Each claim of non-compliance shall indicate in writing the defective Products part or component, providing for a picture, description of the malfunction, the lot number (if provided).
- 3.4 The SELLER shall guarantee the Products for a period of 12 (twelve) months starting from the delivery of the Products to the BUYER. After this date, the warranty period shall be considered terminated. The BUYER shall communicate in writing to the SELLER the defects within 8 (eight) working days of receipt or, if they are hidden, within 8 (eight) working days of their discovery.
- 3.5 The obligation of the SELLER under this warranty is limited to the replacement or repair of the defective Products or of their defective components. Any other claim or charge is excluded.
- 3.6 The BUYER shall verify the Products upon delivery by checking the integrity of the package, the quantity and the quality. Any claim shall be immediately notified to the carrier by signing the Document of Transportation (bill of delivery) with saving of control.
- 3.7 As far as the product liability is concerned, if proved by the BUYER, the SELLER is only liable within the limits of Product Liability Policy no. 408694237 executed with AXA of 03/08/2022

Art. 4. CONFIDENTIALITY, SELLER'S TRADEMARKS AND INDUSTRIAL PROPERTY RIGHTS

- 4.1 The SELLER and the BUYER agree that all trade names and the SELLER's trademarks, industrial models and the industrial property right shall be used by the BUYER only for the purposes of the present Contract.
- 4.2 The BUYER agrees that all SELLER's know-how, design, drawings and the confidential information concerning the Products shall remain the property of the SELLER and shall not be transmitted by the BUYER to any third party.

Art. 5. FORCE MAJEURE

- 5.1 The SELLER is not responsible for any failure to perform, including, without limitation, late delivery or failure to deliver, which failure to perform is caused by occurrences beyond said Party's reasonable control "Force Majeure Event", including, but not limited to, late delivery or not delivery of raw materials and/or components by suppliers, increasing of the prices of such raw materials and/or components of more than 5%, suspension of or difficulties in transportation, strikes, lock-down, pandemics, epidemic, labour disputes of any kind, fires, accidents, earthquakes and other natural events, riots, war (whether declared or undeclared), uprisings, delay of carriers, government seizures, embargos.
- 5.2 In case of the occurrence of one of the facts mentioned here above, the Party effected by such force majeure fact shall notify to the other party the impossibility to perform its obligations at the moment. Therefore the Parties shall negotiate a new term of delivery and/or a new price taking into account the increasing of the raw materials, energy and/or components or the difficulties arisen out of the logistic of the products. Meanwhile the Parties are authorized to suspend any fulfilment of their obligations for a duration of 2 (two) months. Once expired such period of time, any Party may terminate the agreement.

Art. 6. MISCELLANEA

- 6.1 The terms and conditions indicated in each Order Confirmation sent by the SELLER to the BUYER shall be integral part of the present General Terms and Conditions of Sale S.R. Rubinetterie and shall have the same legal force. In case of discrepancy, the Order Confirmation sent by the SELLER to the BUYER shall prevail.
- 6.2 Any communication between the parties shall be in writing.
- 6.3 Any variation or modifications to the present contract shall be agreed in writing.

7.APPLICABLE LAW AND DISPUTES SETTLEMENT

- 7.1 The present Contract is governed by the Italian law unless derogated by any of the clauses of the present General Terms and Conditions of Sale with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods signed in Vienna on April 11, 1980.
- 7.2 Any dispute arising out of or related to the present contract whit buyers having their seat outside the European Union territory shall be settled by arbitration under the Rules of the Chamber of Arbitration of Milan (the Rules), by a sole arbitrator, appointed in accordance with the Rules. Place of the Arbitration shall be Milan, Italy. Language of the Arbitration shall be English.
- 7.3 For any dispute arising out of or related to the present contract whit buyers having their seat in the European Union (U.E) the Court of Turin (Italy) shall have the exclusive jurisdiction.

The Board of Direction