

GENERAL SALES CONDITIONS – TERMOACQUA GROUP PRICE LIST

1) Introduction

These conditions of sale govern the relationships between the companies of the Termoaqua Group, hereinafter also referred to as the “Seller”, and their customers, hereinafter also referred to as the “Buyer”, both defined as “the Parties”.

Unless otherwise specified in writing by the “Seller” through different agreements or arrangements with the “Buyer”, each condition of sale set forth herein shall be deemed valid and contractually binding upon signature of the order confirmation or upon sending the order confirmation by e-mail by the “Buyer”, and it is excluded that what is set forth in these general conditions may in any case be modified.

2) Applicability

The Parties agree that, even if these general terms and conditions of sale do not accompany each product sold by the Seller, they shall govern all sales made by the Seller, until the latter provides the Buyer with new terms and conditions.

3) Offers – Price Quotations

Through the Seller’s sales network, the Buyer may request offers based on its needs. The offer is prepared and sent to the Buyer as soon as possible, taking into account the volume of requests being processed at the time of receipt.

The information contained in the offers may differ from that in the catalogue, which is purely indicative, as the Seller has the right to modify such information at any time and without notice. The offer is not binding and does not commit the Buyer in any way until it is confirmed and/or purchased.

Unless otherwise specified, the Seller’s offers have the type, quantity and duration indicated in the quotation and the related prices are ex-warehouse of the Seller and include, where applicable, packaging.

The cost of Service labor may vary depending on the specialization required for the type of intervention.

The hourly cost also varies depending on whether the intervention is scheduled or urgent/emergency.

With regard to Service activities for interventions of any nature, it should be noted that the hourly rate also varies depending on the geographical area of intervention and the day on which the service is performed, i.e. working day, holiday and/or company closure with on-call service.

Any administrative management attributable to registration/management of customer portals, order registrations, work sheets and/or similar activities carried out solely by the Seller may generate administrative addenda attributable to the order or to the above-described ad hoc activity. These items, if not specified at the preliminary quotation stage, may be invoiced as incurred.

4) Minimum Order

A minimum order of €200.00 is required. Based on the continuity of collaboration and at the discretion of the Sales Management, any derogation will be evaluated.

5) Additions to Orders Already Confirmed

The Seller, at its sole discretion, has the right to refuse additions to orders already processed; in this case, the addition will be transformed into a new order and will follow a separate shipment. The new order will be processed according to these general terms and conditions of sale.

6) Product Description

The description contained in the “Offers” and/or in the “Order Confirmations” is the only valid reference for the Buyer’s order, who is responsible for verifying every aspect of the information provided before signing and/or accepting in writing the order confirmation of the purchased products. Technical data sheets and catalogues are not binding as they are subject to changes even without notice.

7) Orders for Products Made to Buyer’s Specifications and/or Not in the Catalogue

The agreements governing the purchase of the products referred to in this article are regulated by specific quotations, contracts and/or agreements that supplement or amend these conditions of sale. The Parties therefore agree on the methods of sale, minimum purchase quantities and other matters of interest through agreements defined as “Special”, which are referred to for their reading and are deemed specifically approved by the Parties.

For any condition not specified in the “Special” agreement, reference shall be made to these conditions of sale.

8) Order Confirmation

Upon receipt of the order communication from the Buyer, unless otherwise communicated due to lack of materials or components not attributable to the Seller, the order shall be deemed fully accepted and may not be stopped by the Buyer.

In the event of sending an order confirmation by the Seller, once accepted by the Buyer, the fulfillment process may be stopped only in accordance with the clauses governing “Order Cancellation”.

9) Delays in Collection of Goods Stored in the Warehouse

Following the order confirmation, the Seller agrees the collection date (goods pick-up) with the Buyer, who accepts it.

In the event of delay in collecting the goods from our warehouse, the Parties mutually acknowledge that, starting from the 7th (seventh) working day of delay, the Seller, without any further notice and at its sole discretion, may apply a penalty for management of the floor space occupied by the Buyer’s products equal to €5.00 per pallet per day (or fraction thereof if smaller in volume). After 30 days of storage at our warehouses, the Seller may, at its sole discretion and without obligation of communication, cancel the order and make the goods available to other customers.

10) Order Cancellation

Cancellation of an order signed and/or confirmed in writing by the Buyer may be carried out only with the specific written consent of the Seller.

In this case, if specifically requested by the Seller, the Buyer shall bear penalties equal to the charges and/or expenses incurred by the Seller for managing the order, indicatively equal to €235.00 for internal administrative and logistics management, in addition to any greater damage that may derive from the purchase of components not easily resellable.

Cancellation due to lack of product ready by the date requested by the Buyer may occur without penalty only if communicated within 3 working days from the date of order confirmation.

11) Delivery Delays

Unless there is a specific written agreement between the Parties, any delivery delay by the Seller does not justify nor provide the Buyer with the right to cancel the order, nor may any compensation or indemnity be claimed, as not provided for in these general conditions of sale and/or after 30 working days of storage in the company's warehouses in accordance with Article 9.

12) Late Payments

In case of delay in the payment of an invoice or repeated late payment behavior, the Seller may, without any notice, suspend commercial activities until the amounts due by the Buyer are settled; such suspension may extend up to the subsequent termination clauses. In case of repeated delays in payment, the Seller may also, at its sole discretion, propose a debt repayment plan.

Any unforeseen events attributable to technical interventions related to the operation of the purchased systems shall in no way entitle the Buyer to delay or fail to honor the agreed payment to the Seller.

In the event of further delay in payments, the Seller shall be entitled to apply default interest equal to 4 (four) points above the official discount rate.

Furthermore, late payment shall cause the suspension of the warranty on the products sold, for which it is also specified that ownership of the goods shipped and not paid remains with the Seller until full payment or their complete and undamaged return to the Seller.

13) Warranties

Except for certain products as specified in the Seller's catalogue, the purchased products are warranted free from defects for a period of 24 months from the date of shipment, excluding parts subject to normal wear.

Goods deemed defective, subject to prior written authorization by the Seller, must be returned carriage paid and accompanied by information notes describing the defect found. In detail:

a) The warranty on our articles is valid for 24 months from the shipment date and excludes electronic parts, osmotic membranes and any other parts not specified.

b) Replacement or repair at our full care and expense for defects arising and reported within the first six months shall occur after Technical assessment confirming that the defect is due to:

1. defects deriving from component manufacturers or hidden defects,
2. incorrect assembly by us,
3. unsuitable material.
- c) The warranty shall always be valid ex works at our premises.
- d) Any travel by our personnel and transport for warranty interventions shall be borne by the customer.
- e) Warranty exclusions:
 4. Testing not carried out by Termoacqua Technologie or its subsidiary
 5. Damage caused by incompetence or incorrect handling

6. Damage due to lack of ordinary/extraordinary maintenance
7. Damage resulting from use dictated by inexperience
8. Malfunctions of bulbs, coils, electronic components or similar
9. Reports on our dosing systems using products other than those indicated in the quotations.

14) Services and/or Supplies Provided under “Full Service” and/or “Full Risk”

Services and/or supplies provided under “Full Service” and/or “Full Risk” shall be subject exclusively to specific dedicated contractual agreements, to be stipulated separately and in written form. Such agreements shall expressly and unequivocally define any derogations, limitations or exclusions with respect to the standard warranty and sales conditions set forth herein, as well as any maximum consumption thresholds, service levels, deductibles and allocation of premium risk, in compliance with applicable industrial regulations.

Therefore, even in the presence of a simple quotation describing “Full Service” and/or “Full Risk”, in the absence of such dedicated contractual agreements, only the standard general conditions of sale shall apply.

15) Return or Cancellation of Non-Catalogue or Special-Order Materials

In the event of a request for return or cancellation of material, for any reason other than warranty and within a maximum term of 90 days from the actual date of receipt of the goods by the Buyer, the same must be previously authorized in writing by the Seller and shall involve shipment at the Buyer's expense and a reduction in value equal to:

- 100% of the value of non-catalogue products or products declared not available from stock and/or made available upon specific request,
- 30% of the value of catalogue softening cabinets,
- 20% of the value of remaining catalogue products.

Goods received without Seller authorization shall be returned to the Buyer and management costs of €100.00 plus shipping costs shall be charged.

16) Shipment

Goods are offered carriage paid. For transport services, the Seller is expressly authorized to use external carriers, over whom it disclaims any possibility of control during transport. Alternatively, the customer may arrange collection independently and at its own expense.

The Buyer is responsible for checking quantities and conditions of the goods upon receipt. Any complaints must be sent in writing within 8 days from receipt.

No complaints will be accepted for goods damaged during transport if the Buyer does not accept the goods from the carrier “with reservation”.

For goods available in stock, the notice of goods ready ex works will be prepared within 7 working days from acceptance of the order, barring unforeseen events.

In case of urgency or special requirements regarding the order fulfillment date, the customer is requested to indicate urgency on the order and inform our sales contact, who will attempt, where possible based on production loads at the date of request, to satisfy your requests.

If the Seller collects on behalf of the Buyer, responsibility for the goods and their transport remains entirely with the Buyer.

17) Termination

In the event that a delay in payment is not followed by an agreement on a payment date and/or a repayment plan for overdue invoices, or, by way of example, in the event of liquidation, bankruptcy, judicial or extrajudicial arrangements, protest, etc., the Seller shall have the right to suspend contractual obligations or unilaterally terminate the purchase order without notice, by registered letter, without judicial intervention and without losing the right to be fully compensated for the value of the goods sold plus any penalties.

18) Force Majeure

Force Majeure means sudden and unforeseeable circumstances relating to materials, persons and/or organizations/states/companies directly or indirectly involved, which may make it impossible to manage or fulfill the order by the Seller or require actions so burdensome or complex that the Seller cannot be required to resolve the circumstance promptly and guarantee delivery of the ordered goods.

By way of example, force majeure includes strikes of any kind, embargoes, acts of war, traffic and/or transport problems, impediments by third parties, technical complications in product manufacturing, damage during transport, etc.

19) Compliance with Third-Party Trade Rules

With regard to products in the Seller's catalogue that may be defined as dual-use under international embargo specifications, the Buyer agrees not to sell products manufactured in the USA or manufactured in Europe when produced in US company plants in Europe to countries subject to US and/or European Community embargoes.

Accordingly, the Seller shall not proceed with shipment of goods subject to embargo, nor, if informed in writing, proceed with the sale of products if it becomes aware of the intention to deliver such products to such countries.

The list of prohibited countries is available on the institutional websites of the United States and the European Community and it is the customer's responsibility to keep informed of updates, as they may be subject to sudden changes (see USA/EU Black List products), all constraints which the Buyer declares to be aware of upon issuing the order.

20) Disputes

For all disputes regarding the interpretation, application and execution of these conditions of sale, jurisdiction shall lie with the Court of Milan.

The Parties also intend to specifically approve in writing pursuant to Articles 1341 and 1342 of the Italian Civil Code the following clauses:

4) Minimum order; 5) Additions to confirmed orders; 7) Orders for products made to Buyer's specifications and not in the catalogue; 9) Delays in collection of goods stored in the warehouse; 10) Order cancellation; 11) Delivery delays; 12) Late payments; 13) Warranties; 15) Shipment; 19) Disputes.