

EUROTERMO GENERAL TERMS AND CONDITIONS OF SALE

1. APPLICATION

1.1 The general terms and conditions of sale contained herein shall apply to any quotation, order confirmation, delivery made by EUROTERMO unless EUROTERMO expressly consents to any modification in writing.

2. TECHNICAL INFORMATION, PRICE LISTS

2.1 Features, dimensions, performance, prices and other information provided in EUROTERMO catalogues, price lists and any other illustrative documentation are to be considered approximate indications only and are not binding on EUROTERMO unless explicitly mentioned in EUROTERMO quotation or order confirmation. EUROTERMO shall reserve the right to modify its products at any time without notice.

2.2 All drawings and technical documentation given to the purchaser shall remain the exclusive property of EUROTERMO and may be used only for the operation and maintenance of the products supplied by EUROTERMO. The aforesaid material cannot be copied, reproduced, used, transmitted or communicated to third parties unless previously authorized in writing by EUROTERMO.

3. WARRANTY

3.1 EUROTERMO warrants each product is free from defects in material and workmanship for a period of one year from the date of original shipment; the purchaser shall under no circumstances be entitled to claim for defects arisen after the expiry of said term. Immediately after receipt of the products the purchaser shall examine them: defects that are found or should have been found during this examination shall without delay and not later than seven days after the delivery be communicated in writing to EUROTERMO; defects that are found later shall without delay and not later than seven days after the defect is found be communicated in writing to EUROTERMO.

3.2 Products found to be defective for which the warranty is applicable will either be, at EUROTERMO's discretion, replaced EXW EUROTERMO premises (Incoterms 2010) with products of the same quality, type and quantity, or repaired EXW EUROTERMO premises (Incoterms 2010). Such replacement and/or repair will be made as soon as possible after the return of the defective product to EUROTERMO.

3.3 This warranty does not apply to any defect of the product related to or caused in whole or in part by any of the following: normal wear and tear; use of the product for purposes other than those intended by EUROTERMO or permitted in accordance with applicable law or regulation; installation, using or servicing not in accordance with EUROTERMO specifications and/or instructions; abuse, mishandling, tampering, improper installation, improper operation or modification of the product, neglect or accident; substitution of product's original components; use in connection with any substance other than water/glycol being introduced into the system of which the product forms a part; any form of corrosion, freezing or adverse water or external environmental conditions; failure to take all the reasonable steps to maintain and inspect the product or failure to take appropriate standby procedures in place in relation thereto; any other cause beyond the reasonable control of EUROTERMO.

3.4 The remedies listed in paragraph 3.2 are the sole remedies for defects or non-compliance of the supplied products, no other costs shall be charged to EUROTERMO (e.g. for labour associated with the troubleshooting, removal or replacement of the defective products, transport from and to purchaser's customer, etc.).

3.5 THIS WARRANTY SUPERSEDES ALL LEGAL WARRANTY FOR DEFECTS AND NON-COMPLIANCE; IN NO EVENT SHALL EUROTERMO BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR DAMAGES BASED ON LOST REVENUES OR PROFITS, PRODUCTION SHUT DOWN, ETC. HOWEVER CAUSED.

3.5 PIPE CONNECTION TYPES

COMPRESSION CONNECTION FOR COPPER PIPE: Do not use pipe dope or Teflon® tape. Make sure copper pipe is clean and deburred, not out of

round, is cut square and is properly "lined up". Slide nut and ring over pipe and bottom it straight into valve. Tighten firmly with small wrench, DO NOT OVERTIGHTEN. If used with plastic tube, follow tube manufacturer's instructions;

Note: Eurotermo compression ends are designed for use with copper pipe. Eurotermo assumes no responsibility for failure due to installation on any other type of pipe.

4. PRODUCT LIABILITY

4.1 EUROTERMO shall indemnify purchaser from and against any and all claims, demands, losses, liabilities relating to personal or property damages suffered by third parties as a result of a defective product. In such event, EUROTERMO will exclusively be responsible within the limits, terms and conditions of its product liability insurance coverage.

In case of a recall campaign in order to avoid damages to third parties that may arise from a defective product, the costs and expenses associated with the recall campaign shall be borne by EUROTERMO within the limits, the terms and the conditions set forth in its insurance coverage.

5. RETURNED PRODUCTS

5.1 The purchaser shall only be entitled to return sellable standard products and only following prior written authorization of EUROTERMO. The latter reserves the right to refuse return of products at its sole discretion. The freight costs of the returned products shall be paid by the purchaser.

6 DELIVERY

Unless otherwise agreed, product delivery shall be EXW EUROTERMO premises (Incoterms 2010). The terms of delivery are intended as approximate in favour of EUROTERMO. Purchaser undertakes to collect the products, even in case of partial or anticipated delivery.

7 PRICES, PAYMENTS

The prices of the products will be those contained in the pricelist in force at the time of order. EUROTERMO may periodically review its pricelist in accordance with variations in the costs of labour, raw materials, components and general expenses. The prices are always EXW EUROTERMO premises (Incoterms 2010) packaging not included. Purchaser undertakes to respect with the utmost diligence the payments terms agreed upon between the parties; it is understood that EUROTERMO shall have the right to suspend the supplies until full payment of any unsettled invoice is received. Any dispute regarding non-conformity of the products shall not be a valid reason for purchaser to suspend any payments due to EUROTERMO.

8 DISPUTES, APPLICABLE LAW

Any dispute which cannot be amicably resolved by the parties shall be finally and exclusively submitted to the Court of Brescia, Italy. All contracts covered by these general terms and conditions of sale are governed by Italian Laws.