



## General Sales Conditions 12/2024

### 1. DEFINITIONS:

- I) Buyer:  
The buyer of Goods from TERMOTECH Srl
  
- II) Confidential Information  
Whether oral, documentary, Information magnetic, electronic, graphic, digitised or otherwise, relating to a party's business whether or not it is marked as "confidential" and including, but not limited to information relating to patents, trademarks, registered/ unregistered rights, design rights, copyright, formulations, engineering drawings, specifications, data, know-how, inventions, models, sample components, formulae, manufacturing methods, analytical and quality control methods, sales data, anticipated sales volumes, information relating to potential or actual buyers, business structure, assets, liabilities, operations, budgets and strategies disclosed;
  
- III) Contract:  
Any contract between TERMOTECH Srl and Buyer for sale of Goods;
  
- IV) Goods:  
Any goods listed in TERMOTECH Srl's catalogue or website and any other goods supplied to Buyer by TERMOTECH Srl;
  
- V) Intellectual:  
means patents, trademarks, service, Property marks, copyright, moral rights, design, Rights rights, know-how, Confidential Information and all or any other intellectual property rights whether or not registered or capable of registration together with any or all goodwill relating to or attached to those rights;
  
- VI) TERMNOTECH:  
TERMOTECH Srl, Via Montebello,45 27029 Vigevano (PV) – Italy
  
- VII) Proper Use:  
Storage, installation, commissioning, operation and maintenance of Products in accordance with TERMOTECH Srl' advice and good industry practice.

### 2. GENERAL

- 2.1 Unless otherwise agreed in writing, quotations/tenders made by TERMOTECH Srl and any resulting order and/or Contract will be governed by these Conditions. An order for Goods from Buyer constitutes an offer to purchase Goods subject to these Conditions.



- 2.2 Unless otherwise agreed in writing by TERMOTECH Srl, quotations and tenders lapse 90(ninety) days from date made. Orders based on quotations/tenders will not bind TERMOTECH Srl until it has accepted the order and notified the Buyer of the acceptance. TERMOTECH Srl will only accept an order when a written acknowledgement is issued or (if earlier) Goods are delivered to Buyer.
  - 2.3 Buyer is responsible for satisfying itself as to the sufficiency and suitability of the Goods for its application. Should TERMOTECH Srl develop the Goods according to specific requests and technical specifications provided by Buyer, Buyer shall be responsible to verify compliance and functioning of the Goods before starting production.
  - 2.4 TERMOTECH Srl may, at its sole discretion, impose a surcharge to cover handling, logistic and transport costs, in respect of orders placed which are below a minimum consignment value. Likewise TERMOTECH Srl shall have the right to impose a surcharge for expedited delivery (defined as a delivery requirement at variance with TERMOTECH Srl' normal carriage arrangements) to reflect the additional handling, logistic and transport costs incurred in meeting Buyer's requirements. The sum of such costs may be varied by TERMOTECH Srl from time to time.
  - 2.5 In the event that TERMOTECH Srl, for any reason, accepts the cancellation of all or part of such an order, Buyer shall be liable for payment in full all costs incurred by TERMOTECH Srl up to the point of cancellation or, if the manufacture of Goods has been completed, for the full price of Goods.
  - 2.6 In the event that TERMOTECH Srl accepts the return of Goods other than under warranty, repairing and transportation costs shall be at Buyer's expenses.
  
  - 2.7 The products offered comply with the criteria. Please examine them, because any order from you performed will be considered explicit acceptance of the same. TERMOTECH does not assume responsibility for the application of the products on your process and on the security measures necessary for the intended application.
3. DELIVERY
- 3.1 Unless otherwise agreed in writing, if no destination is specified in a quotation, tender or order acknowledgement delivery of Goods will take place EX WORKS at TERMOTECH Srl' place of business (Incoterms 2010 as amended from time to time). Delivery terms such as FCA, FOB, CIF etc used in the quotation, tender, order or order acknowledgment will be interpreted in accordance with INCOTERMS 2010 as amended from time to time.
  - 3.2 Goods are at the risk of Buyer from the time of delivery according to the applicable Incoterms .
  - 3.3 Buyer will take delivery of Goods within 5 (five) days of being given notice that Goods are ready for delivery.
  - 3.4 Despite the Incoterms used for delivery risk in Goods will pass to Customer if: (i) Customer refuses to accept delivery or advises that it will not take delivery of any Goods when it is advised by TERMOTECH Srl they are ready for delivery (ii) TERMOTECH Srl is unable to deliver Goods on time because Buyer has not provided appropriate instructions, documents, licences or authorisations.



- 3.5 If any of the events in condition 3.4 occur Goods will be deemed to have been delivered and Buyer will be also liable for all related costs and expenses including, without limitation, storage and insurance costs.
  - 3.6 TERMOTECH Srl shall make its best efforts to deliver Goods within the terms set forth in the order acknowledgment, but delivery time is not of the essence. Should TERMOTECH Srl foresee that it is not in the position to deliver Goods within the date stated in the order acknowledgement, TERMOTECH Srl shall promptly inform Buyer indicating, when possible, the new delivery date.
  - 3.7 Buyer may terminate or rescind the Contract if the delay in delivering Goods exceeds 60 (sixty) days from the date in the order acknowledgment.
  - 3.8 In no event TERMOTECH Srl shall be liable for delay in delivering or non-delivery due to Buyer's actions or omissions or to Force Majeure Events as better defined in clause 9.
  - 3.9 TERMOTECH Srl's liability for non-delivery will be limited to replacing Goods or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.
  - 3.10 The number of Goods recorded on leaving TERMOTECH Srl' place of business will be conclusive evidence of the number received by Buyer on delivery unless Buyer can prove the contrary.
4. PRICE
- 4.1 Unless otherwise agreed by TERMOTECH Srl in writing the prices of Goods will be the price set out in TERMOTECH Srl' price list published or agreed in writing with Buyer at the time of the order.
  - 4.2 Unless otherwise agreed in writing, the price for Goods will be exclusive of any value added tax (VAT), duties and levies and all costs or charges in relation to loading, unloading, carriage and insurance all of which amounts Buyer will pay in addition when it is due to pay for Goods.
  - 4.3 TERMOTECH Srl reserves the right to revise the price of Goods upon expiration of the prices' validity shown in the price list or in the quotation.
  - 4.4 If any law or regulation comes into force after the date of TERMOTECH Srl' quotation or tender which increases or reduces the cost of performing the Contract, the Contract price will be adjusted accordingly.
  - 4.5 If there is an increase in the cost of raw materials required to produce Goods TERMOTECH Srl may increase the price of Goods ordered by the Buyer to reflect the increase in the cost of raw materials.
  - 4.6 The minimum amount per each order is 250,00€. In case the amount is lower, TERMOTECH Srl will apply an extra cost of 30,00 € net.
5. PAYMENT
- 5.1 Payment for Goods is due on the date indicated in the invoice. All payments will be made in currency indicated in the order confirmation, pro-forma invoice and/or in the invoice to the designated account of TERMOTECH Srl
  - 5.2 Payments due will be made in cleared funds in full without any deduction unless otherwise agreed in writing with TERMOTECH Srl.



5.3 If Buyer fails to pay any due amount on the due date TERMOTEC Srl may elect to claim interest provided by law. (Legislative Decree 9 October 2002 n. 231).

## 6. WARRANTY

6.1 TERMOTEC guarantees its products against design and manufacturing faults and defects for a period of 12 (twelve) months of actual use and in any case no later than 18 months from the date of the transport document under the condition of Appropriate Use according to the technical specifications released by TERMOTEC Srl or agreed with the Buyer.

6.2 TERMOTEC Srl will not be liable for a breach of warranty if the failure or defect was caused by: (i) fair wear and tear; (ii) accidents, misuse, neglect or use not conforming to Proper Use or outside TERMOTEC Srl's scope of supply; (iii); repairs or modifications to Goods which have been made without TERMOTEC Srl' approval; (iv) designs and specifications provided by Buyer, instructions given by Buyer, software and firmware programs developed by Buyer and used in the Product and more generally by defects for which Buyer is to blame or which are caused by activities performed by Buyer without TERMOTEC Srl's written consent.

6.3 TERMOTEC Srl will not be liable for a breach of warranty in clause 6.1 unless written notice of the defect is given to TERMOTEC Srl within 8 days from discovery and TERMOTEC Srl is given opportunity to examine the Goods as set out below.

6.4 Subject to conditions 6.1, 6.2 and 6.3 if Goods do not conform with the warranty as set out in clause 6.1 TERMOTEC Srl will, at its option, repair or replace Goods and, save the case of intentional misconduct or gross negligence on the part of TERMOTEC Srl, TERMOTEC Srl will have no further liability for a breach of the warranty.

6.5 TERMOTEC Srl will have no liability for the costs of dismantling, transportation, re-assembly, reinstallation and re-testing of Goods affected under this warranty.

6.6 TERMOTEC Srl will have no liability of any kind for any defects or damage which appear after expiry of the warranty period described above.

6.7 Prior to returning any Goods, Buyer shall inform TERMOTEC Srl's Quality department of its intention to do so by fax (+390381341042) or e-mail at [termotech@termotech.com](mailto:termotech@termotech.com) listing in the notice the following data:

- manufacturing part number(s) or serial numbers present in the product label;
- Quantity for each part number
- Reason for return for each product

6.8 Only when TERMOTEC Srl's Quality department has authorized the returns and given a reference number (which must be printed on all correspondence) are the Goods to be returned. If the Goods are out of warranty an estimate in respect of the cost of repairs will be supplied.

6.9 The returned Goods will need to be accompanied by: (i) a "Pro-forma" invoice indicating the value of the Goods for Custom requirements if the Buyer is not located in Italy or a dispatch note if the Buyer is located in Italy; (ii) a statement declaring that the Goods are being returned for examination/repair.

6.10 The Products offered and supplied by TERMOTEC comply with the characteristics indicated; the order issued by the Buyer shall be considered as explicit acceptance of the same. TERMOTEC



shall not be responsible for the application of its products on the Buyer's process and of any necessary safety measures.

## 7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 No title to any of TERMOTECH Srl' Intellectual Property Rights is transferred to Buyer under these Conditions. All Intellectual Property Rights are retained by TERMOTECH Srl and/or its suppliers.
- 7.2 Buyer will not without the consent of TERMOTECH Srl cover, obscure or in any way alter any distinctive mark forming part of or impressed on or affixed to Goods received by Buyer from TERMOTECH Srl.
- 7.3 All rights in any software supplied to Buyer remains the property of TERMOTECH Srl. Buyer is given a personal non-exclusive license to use the software for Buyer's internal business purposes in the country in which the software was furnished and for execution on the system for which it was provided. Buyer may make copies of the software for back up purposes only.
- 7.4 Buyer will not export or re-export the software without the appropriate licenses. Buyer must not reverse engineer, decompile or disassemble the software or rent or lease the software to any third parties (save when, considering the type of software provided, such a license is implied or is anyway provided for in the specific software license agreement with Buyer.

## 8. LIABILITY

- 8.1 Subject to clause 6, TERMOTECH Srl shall only be liable for direct damages. TERMOTECH Srl will not, in any circumstances, be liable for indirect and consequential damages nor for damages such as, without limitation any loss of reputation, loss of use; or loss of production; or loss of good will; or loss of profit; or loss of contracts or business; or loss of revenues; or loss of anticipated savings; or increase in operating costs; or financial or economic loss.
- 8.2 Save the case of intentional misconduct or gross negligence on the part of TERMOTECH Srl, the total aggregate liability of TERMOTECH Srl for all claims of any kind for any loss or damage resulting from its performances or lack of performance under these Conditions in any one calendar year will not in any event exceed an amount equal to the value of Goods delivered in that calendar year.

## 9. FORCE MAJEURE

- 9.1 Subject to Buyer's payment obligations in condition 4 if a party fails to perform its obligations under these Conditions it will be excused from and will not be liable for the failure if the failure prevention delay or restriction was beyond the reasonable control of the party and caused by any act of God such as but not limited to strikes, industrial dispute; accident; fire, explosion or act or omission of government; or war, hostilities or act of terrorism; or failure or delay in source of supply of materials or equipment; or breakdown of essential machinery or equipment; or other cause whether similar or not to any of the above ("Force Majeure Events").
- 9.2 If the performance of a party's obligations is prevented, delayed or restricted by a Force Majeure Event then the time for performance will be extended accordingly. But if performance is prevented, delayed or restricted for more than 3 (three) months and the parties have not agreed upon a revised basis for continuing the work after the delay, then either party may after that



period and while the cause of the nonperformance still exists terminate the Contract by not less than 30 (thirty) days' notice in writing to the other party.

## 10. CONFIDENTIALITY

- 10.1 Neither party will, without the prior written consent of the disclosing party, divulge or communicate to third parties the Confidential Information of the other party and shall not use the disclosing party's Confidential Information for any purpose other than the manufacture and purchase of the Products under these Conditions.
- 10.2 The obligation of confidentiality will continue to apply at all times during the continuance of any Contract incorporating these Conditions and for an unlimited period of time after its termination but will cease to apply to information which at the date of the disclosure is or has become afterwards public knowledge through no fault of the receiving party or is disclosed subject to a legal or regulatory requirement.
- 10.3 The disclosing party shall have the right, immediately upon expiration or earlier termination of the Contract (for any reason whatsoever), to request the receiving party to return all Confidential Information in its possession.

## 11. TERMINATION

- 11.1 A party may terminate a Contract by giving prior written notice to the other party, if the other party:
  - 11.1.1 commits a continuing or material breach of these Conditions and where a breach is capable of remedy fails to remedy it within 21(twenty-one) days of a written notice requiring the breach to be remedied; or
  - 11.1.2 11.1.2 is dissolved, becomes insolvent, fails or is unable to or admits in writing its inability to pay its debts, institutes or has instituted against it proceedings seeking a judgment of insolvency or bankruptcy; has a resolution passed for its winding up or liquidation; seeks or becomes the subject of the appointment of an administrator, receiver or similar official in respect of its assets; or
  - 11.1.3 11.1.3 ceases or threatens to cease to carry on business.
- 11.2 In case the events described in clause 11.1.2 apply to Buyer, TERMOTECH Srl may require the return of Goods which have not yet been paid by Buyer and are still at Buyer's premises or possess as well as any machinery, tools or equipment which is TERMOTECH Srl's property.

## 12. MISCELLANEOUS

- 12.1 TERMOTECH Srl may perform its obligations and exercise the rights granted under these Conditions through any company which at the relevant time is its associated company as defined by article 2359 of the Italian Civil Code or carry out its obligations under these Conditions through any agents or sub-contractors appointed by it in its absolute discretion for that purpose.
- 12.2 If any of the provision in these Conditions is found by any court to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it will to the extent of such illegality, ~~invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and~~



the remaining provisions of these Conditions and the remainder of such provision will continue in full force and effect and, if necessary, be so amended as will be necessary to give effect to the spirit of these Conditions so far as possible.

12.3 TERMOTECH Srl may assign any Contract or any part of it to any associated company as defined in article 2359 of the Italian Civil Code.

12.4 These Conditions are provided in Italian and English. In the event that there is any conflict in the interpretation of the different language versions of these Conditions, the Italian version shall prevail.

12.5 The [Distributor/Buyer/Dealer] warrants that it shall not sell, export or re-export, directly or indirectly, to Russia or for use in Russia, any Products provided by TERMOTECH under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 (as amended) or any other subsequent Council Regulation. The [Distributor/Buyer/Dealer] also agrees to take the measures necessary to prevent any of its business partners or customers from doing the same. In the event of a breach of this obligation, TERMOTECH shall be entitled to claim compensation for any loss or damage suffered as a result of such violation and has the full right to suspend and/or terminate this Agreement (including any orders placed under this Agreement)

12.6 The [Distributor/Buyer/Dealer] warrants that it shall not sell, export or re-export, directly or indirectly, to Belarus or for use in Belarus, any Products provided by TERMOTECH under or in connection with this agreement that fall under the scope of Article 8g of Council Regulation (EU) No 765/2006 (as amended) or any other subsequent Council Regulation. [Distributor/Buyer/Dealer] also agrees to take the measures necessary to prevent any of its business partners or customers from doing the same. In the event of a breach of this obligation, TERMOTECH shall be entitled to claim compensation for any loss or damage suffered as a result of such violation and has the full right to suspend and/or terminate this Agreement (including any orders placed under this Agreement).

### 13. NOTICES

13.1 Notices must be in writing and delivered by hand, first class post, or facsimile to the other party at its registered office or trading address at the date of the order and/or the Contract.

### 14. APPLICABLE LAW AND JURISDICTION

14.1 These Conditions and any Contract between the parties will be deemed to be made in Italy and construed in accordance with Italian law. The Parties submit any dispute to the exclusive jurisdiction of the Court of Pavia (Italy). Nothing will prevent one party from applying to any appropriate court in any other jurisdiction for any injunction or other like remedy to restrain the other party from committing any breach or anticipated breach of these Conditions and for consequential relief.

14.2 The United Nations Convention on Contracts for the International Sale of Goods signed in Vienna 1980 will not apply.