



GENERAL SALE TERMS AND CONDITIONS

1. QUOTATIONS AND ORDER CONFIRMATION

- **Quotations validity:** The FTI commercial quotations have 30 (thirty) days validity from issue date, unless otherwise written specified. Upon expiry of such period, the quotations will be considered expired and ineffective. FTI reserves the right to amend the shown prices in case of writing mistakes or omissions.
- **Quotations:** The quotations are only a proposal and cannot be considered binding. The contractual obligation for FTI arises only after the issue of a written order confirmation, following terms and conditions here stated.
- **Contract execution:** The order confirmation becomes binding and effective only after the complete fulfillment by the Customer of all commercial, technical and economic-financial requirements and conditions as foreseen in the order or in any further modifications approved by FTI.
- **Conditions priority:** The orders sent by the the customer have to be intended as accepted only after the FTI written confirmation. These General Sales Conditions cancel and replace any different clause or any general purchase condition shown by the customer in his order, unless expressly agreed otherwise in writing.
- **Modifications and cancellations:** Possible order variations or cancellations required by the customer after the issue of this one, will be effective only if expressly accepted in writing by FTI. FTI reserves the right to charge to the customer the related costs of management, engineering and modification, unless otherwise agreed in writing.

2. SUPPLY LIMITS

- **Supply objects:** The FTI obligation concerns only products and performances as expressly described in our offer and in the concerning order confirmation. So any further supply or performance is not included, even if accessory or necessary.
- **Specific exceptions:** Unless different written agreement, assistance services to mounting, installation, starting, materials testing or any other work, not mentioned are, mandatory, not included. Any other provision or further services, if allowed, will be carried out by FTI and invoiced separately according to the price lists in force.

3. WARRANTY

- **Warranty object:** FTI certifies the compliance and the right functioning of its own devices on the basis of the technical specifications as shown in its official brochures. The products are guaranteed free from construction and material defects for a period of 1 (one) year starting from delivery date, in derogation of ART.1490 and following of Civil Code.
- **Limits and methods:** The warranty is concerning, and it is by unquestionable choice to FTI, only the repair or replacement of the faulty parts to be carried out in FTI factory (ex works). The components considered faulty must be returned by the customer in free port; the return will take place following the conditions as agreed in the order.
- **Liability exclusions:** Anyway FTI shall under no circumstances be liable for manpower and logistics costs resulting from reinstallation or transport of goods. The customer has at its own charge and responsibility for the right installation of products and FTI systems, and also for safety measures to be carried out for the unit functioning in compliance with the rules in force..



- **Damages exemption:** The fulfilling of warranty service (repair or substitution) exempts the same FTI, in the highest limits as per Art.1229 c.c., from any responsibility for direct and indirect damages,, incidental and consequential (included for example, loss of profit, work interruption or plant shutdown) for any reason suffered by the customer or third parties.
- **Intervention on-site customer:** If, on customer's request, the intervention covered by warranty has to be carried out by the factory of the latter, the expenses for trip, food, accomodation of FTI technical staff will be completely charged, so as the hourly costs of travel..
- **Warranty forfeiture:** Any delay, failure and irregularities in payments of the customer will result the immediate forfeiture of the warranty right for the entire duration of failure.

4. DELIVERY TERMS

- **Nature of terms:** The shown delivery terms are purely indicative and non-essential as per Art.1457 c.c. They start from the date of receipt by FTI of the customer written order, after having clarified any technical and economic detail..
- **Force majeure and responsibility limitation:** FTI is not responsible for delay in the fulfillment due to unforeseen circumstances, causes of force majeure or events independent from its own will (as i.e.: strikes, closure, fires, accidents, sub-suppliers delay, scarcity of raw materials). No compensation, refund, penalties or contract termination will be due to the client for delayed delivery.
- **Notice of ready goods:** In case the customer does not pick-up the good within 8 days from notice of ready good, FTI will provide to invoice the good on consignment. Where the material test is agreed, the date which notifies that the good is ready for test, will correspond, for all legal and contract purposes, to the date of delivery and starting of payment terms.

5. PAYMENT CONDITIONS AND RESERVATION OF TITLE

- **Mandatory payments:** The payments will have to be carried out in compliance with terms and conditions as agreed. The payment is mandatory also in case of deterioration or loss of the good during the transport, or if the customer doesn't pick-up the material made available to him at seller warehouse.
- **Storage costs:** Costs of storage and logistic due to failure or delayed pick-up of materials, will be invoiced to the customer and will have to be paid entirely when collecting the good.
- **Modifications during work in progress and invoicing:** In case of order variations required by the customer during work in progress, FTI reserves the right to change the prices. If such variations mean a change of the delivery, FTI will procede with invoicing in two solutions:
 1. Issue of a first invoice with amount as from the first order at the first scheduled delivery.
 2. Issue of a second invoice on balance for an amount concerning variations, at the completion of the modifications .
- **Penalties and late payment interests:** Any modification required by the customer means the automatic invalidity and ineffectiveness of possible penalty conditions prior agreed for delivery delay. In case of delayed payment, the late payment interests will start at full right and without sending a formal notice as from **D.Lgs. 9th October 2002, n. 231** (and following modifications), in addition to the charge of credit recovery costs.
- **Retention of title:** The sold products remain at sole property of FTI until the whole, final payment of the total amount will be carried out by the customer, as per Art.1523 c.c. (retention of title)



6. DELIVERIES, TRANSPORT AND INSURANCES

- **Risk transfer:** Unless different written agreement, the sale has to be intended Ex Works (FTI warehouse). All risks of transport, loss or damage of products, are at customer charge at the time of delivery of the goods to the first carrier or forwarder. The goods travel at own risk and danger of the customer.

The taking out of possible insurance policies will happen only beyond clear written request and at whole charge of the customer.

7. INTELLECTUAL PROPERTY, FISCAL CHARGES AND DISPUTES

- **Discretion and intellectual property:** All technical data, drawings, patents, software and confidential informations of FTI property remain the own property of the same. It is strictly forbidden to the customer to duplicate them, use them, share them or reproduce them, also if partially, for different purposes other than the contract execution.
- **Fiscal charges:** Every tax, duty or fiscal charges applicable to the order so as order handling are completely at customer's charge.
- **Claims and forfeiture:** For possible apparent manufacturing defects or non-conformities of the supplied materials, FTI has to be informed, under penalty of forfeiture, in writing by PEC (certified email) within a mandatory term of 8 (eight) days from receiving of goods, as per art. 1495 c.c.
- **Solve et Repete Clause:** Possible disputes concerning the quality of goods, defects or delivery terms do not allow, anyway, the customer to stop or delay the due payments. As per art. 1462 c.c. the customer is not allowed to carry out exceptions in order to avoid or delay the due amount.
- **APPLICABLE LAW AND EXCLUSION of VIENNA CONVENTION:** This contract, every quotation, order confirmation and business relation between parties are regulated only by Italian substantive law. The application of **Vienna Convention of 11th April 1980 about international sale contracts of goods (CISG)** is expressly and entirely excluded.
- **PLACE OF JURISDICTION:** All any disputes about interpretation, execution, validity or resolution of the here described General Sale Condition, and by all contracts governed by them, the Piacenza court will have exclusive jurisdiction, with the express exclusion of any other alternative court.

FILTROTECNICA ITALIANA S.r.l.