



## GENERAL TERMS AND CONDITIONS OF SALE

### **1. Scope of application**

1.1 These General Terms and Conditions govern all sales of products carried out by Hydronic Lift S.r.l. (hereinafter the "Seller") towards professional customers (B2B).

1.2 These Terms shall prevail over any general conditions of the Buyer, unless expressly accepted in writing by the Seller.

### **2. Formation of the contract**

2.1 The Seller's offers are non-binding.

2.2 The contract shall be deemed concluded only upon written order confirmation or proforma invoice issued by the Seller.

2.3 Any discrepancies between the order and the order confirmation shall be deemed accepted unless contested in writing within 3 working days.

### **3. Product characteristics**

3.1 Catalogues, price lists and technical documentation are for information purposes only.

3.2 The Seller reserves the right to make non-substantial technical modifications to the products.

### **4. Prices**

4.1 Prices are expressed in Euro, VAT excluded, EXW Seller's premises (Incoterms® 2020).

4.2 The Seller reserves the right to adjust prices in case of unforeseeable increases in production costs.

### **5. Payments**

5.1 Payments shall be made according to the agreed terms.

5.2 In case of delayed payment, the Seller shall be entitled to charge interest for late payment pursuant to Italian Legislative Decree No. 231/2002.

5.3 Claims or disputes shall not entitle the Buyer to suspend or delay payments.

### **6. Delivery**

6.1 Delivery times are indicative and shall not be binding for the Seller.

6.2 Delivery dates are specified in the order confirmation.

6.3 Where agreed, the goods shall not be released until payment obligations have been fulfilled.

6.4 In case of failure to collect the goods, the Seller may charge storage costs.

### **7. Transfer of risk**

Risk relating to the Products shall pass to the Buyer when the goods are made available at the Seller's premises in accordance with EXW (Incoterms® 2020).

### **8. Retention of title**

Ownership of the Products shall remain with the Seller until full payment of the purchase price.

### **9. Regulatory compliance**

9.1 The Products are manufactured in compliance with the regulations applicable to lift components in force at the time of sale.

9.2 The Seller is responsible only for the conformity of the supplied component and shall not be liable for its integration into the final installation.



## **10. Warranty**

10.1 Warranty period: 12 months from delivery.

10.2 The warranty is limited to repair (returned to the Seller's premises) or replacement of the defective product.

10.3 The warranty does not apply in case of:

- installation not compliant with instructions
- improper use
- tampering or unauthorized modifications
- normal wear and tear

10.4 Indirect damages, plant downtime and loss of profit are excluded.

10.5 The Buyer shall notify any defects in writing within 8 days from discovery and in any event within the warranty period.

## **11. After-sales technical support**

11.1 Technical assistance is provided exclusively through authorized personnel.

11.2 On-site interventions are excluded unless otherwise agreed in writing.

11.3 Technical assistance does not constitute acknowledgment of liability.

## **12. Returns – RMA procedure**

12.1 No return will be accepted without prior written authorization (RMA).

12.2 The Buyer must indicate serial number, delivery date and description of the defect.

12.3 Returns must be shipped carriage paid to the Seller's premises.

12.4 If no defect is found, inspection costs may be charged.

## **13. Out-of-warranty repairs**

13.1 Repairs are subject to written quotation.

13.2 Transport costs are borne by the Buyer.

13.3 Products not collected within 60 days may be disposed of.

## **14. Limitation of liability**

14.1 Except in cases of wilful misconduct or gross negligence, the Seller's total liability shall not exceed the value of the disputed supply.

14.2 Any liability arising from third-party claims not attributable to wilful misconduct or gross negligence of the Seller shall be borne by the Buyer.

## **15. Force majeure**

The Seller shall not be liable for delays or failure to perform caused by events beyond its reasonable control, including but not limited to strikes, shortages of raw materials, plant breakdowns, natural events, governmental actions, energy supply interruptions or logistics disruptions.

## **16. Intellectual property**

All drawings, technical documents and related materials remain the exclusive property of the Seller.

## **17. Governing law and jurisdiction**

17.1 The contract shall be governed by Italian law.

17.2 The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

17.3 The exclusive jurisdiction shall be that of the court where the Seller has its registered office.