

GENERAL SALES CONDITIONS

1. GENERAL REQUIREMENTS

The terms and conditions as hereby indicated are an integrated part of the contract between Venix S.r.l. and the buyer.

The parties explicitly exclude any other terms and conditions which the Buyer includes in any purchase order, order confirmation or other documents. Any changes made to the terms and condition of sale shall be binding to Venix S.r.l. only and exclusively if agreed upon in writing by the authorised representatives of the Parties.

2. ORDER CONFIRMATION

All orders that the Buyer shall send to Venix S.r.l. shall be intended as accepted only with the forwarding, by Venix S.r.l., of a written order confirmation, the content of which holds true for the purpose of the contract.

3. PRICES AND PAYMENT TERMS

The prices intended are net of taxes or duties of any nature, processing fees, interest, storage costs, transport costs, unloading fees, installation and assembly costs.

Unless agreed upon otherwise between the parties, the payment of the price must be made once the order confirmation sent by Venix S.r.l. has been received by the Buyer, and before the delivery of the goods.

Eventual modified requests made by the Buyer after the order confirmation made by Venix S.r.l. shall be separately charged.

4. RETENTION OF TITLE

Pursuant to and for the effects of art. 1523 of the Italian Civil Code, the supplied goods shall remain in the full ownership of Venix S.r.l. until the date on which the Buyer has provided for the payment of the entire price thereof and for all outstanding amounts payable to Venix S.r.l. Until then the Buyer must retain the goods on behalf of Venix S.r.l. as a trustee and must keep the goods adequately stored, protected and insured.

In the instance the contract is terminated due to a breach by the Buyer, the instalments made shall be acquired by Venix S.r.l. as compensation, unless in the right of the latter to obtain compensation for greater damages incurred.

The Customer does not have the right to pledge or to transfer the goods subject to retention of title as a form of collateral.

The Customer is required to inform Venix S.r.l. without delay about any actions by third parties concerning the goods retained as retention of title on the behalf of third parties.

5. TRANSFER OF RISK

From the delivery date to the assigned carrier, all risks for the loss and/or the deterioration of the goods as well as liability for damages made to persons and/or things shall be borne entirely by the Buyer.

6. DELIVERY DEADLINES

The transportation costs and responsibility are of the Buyer.

The delivery terms are indicative and not absolute, therefore any unforeseen delay does not give the Buyer the right to cancel or reduce the order, nor to take any action or make any claims for damages, unless subject to article 1229 c.c.

Any responsibility for delivery due to force majeure or by other unforeseen events not attributable to Venix S.r.l., included therein, without any limitation, strikes, lockouts, provisions made by the public administration, further blocks to export or import, in view of their duration or their scope, shall exonerate Venix S.r.l. from the obligation to respect any agreed delivery times.

7. WARRANTY TERMS

Venix S.r.l. guarantees that the goods are free from defects and conform with the technical specification declared by Venix S.r.l.

The warranty is valid for 1 (one) year starting from the date of delivery to the final customer and for maximum 15 (fifteen) months from the date of equipment production by Venix S.r.l.

The warranty entitles you to a change free of charge of parts which are defective due to the material or to the workmanship, as soon as possible, but does not give the right to make claims for damages due to labour, transfers, work disruption or for any other damage to persons or to things. Manpower for parts replacement is always excluded by warranty terms.

Any variation to terms or conditions of the warranty shall be binding for Venix S.r.l. only and exclusively if agreed upon in writing between the authorised party representatives.

The warranty is applicable only for goods used in the correct environment and application as specified by Venix S.r.l., and any improper use is prohibited.

Any claims for quality defects or for any shortages have to be made in writing within 8 days of receiving the goods or from the discovery of the defect. A copy of the invoice must be attached, the receipt or the sales docket as proof of purchase, otherwise all rights of the Buyer will be under the penalty of forfeiture.

The warranty shall not be valid if the defect or anomaly is for:

- the incorrect or unsuitable use of the product,
- inadequate electrical and hydraulic systems and anomalous supply of gas compared to what is required in the installation manual, or due to their anomalous function,
- the installation not in compliance with the requirements in the user manual,
- product maintenance and repair carried out by unqualified personnel,
- third party intervention or force majeure (such as damages caused by fire or water),
- detergents or cleaning products other than the ones recommended by Venix S.r.l.

Any modification or substitution of parts not authorized by Venix S.r.l. exonerates the manufacturer from any civil or penal liability, and thus voiding the warranty.

The warranty also excludes: painted or enamelled parts, knobs, handles, mobile or detachable plastic parts, light bulbs, glass parts, the gaskets, electronic parts and all eventual accessories, transport costs from the buyer's premises, end user and/or buyer at the Venix S.r.l. site and vice versa.

The parts replaced under warranty, have a warranty life of 6 months from shipping date, as confirmed in the transport document emitted by Venix S.r.l. The parts or products replaced become the property of Venix S.r.l.

The warranty is provided exclusively to the original customer of the retailer who purchased the goods from Venix S.r.l. and is not transferable.

8. JURISDICTION

The contract is governed by Italian law. In the case of any legal disputes concerning or as a result of the sale, the court of Padova (Italy) will be the competent form of jurisdiction. This also applies in the event that the Buyer does not have a general jurisdiction in Italy.

9. FINAL REQUIREMENTS

The assessment of all legal relationships with the customer is subject to the laws of the Republic of Italy; conflict-of-law rules shall be excluded.

Should a part of this warranty declaration be ineffective or impracticable, this shall have no impact on the validity of the rest of the warranty declaration.