



TERMINI E CONDIZIONI / TERMS OF USE

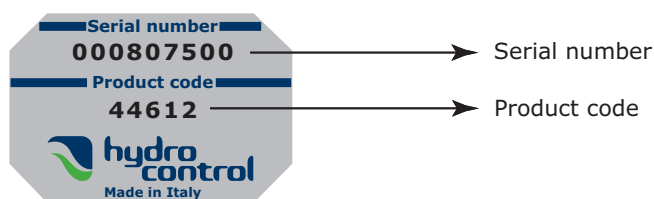
Product identification

SERIAL NUMBER:

It univocally identifies the physical valve: this provides an easy way to find all sales and production details.

PRODUCT CODE:

It is a number univocally identifying the configuration and pressure settings of a valve.



Introduction

These general conditions apply to all general supplies from Hydrocontrol s.p.a., after receiving orders from the Customer. Should commercial terms such as EXW, DDP, etc be mentioned, of course the Incoterms of the International Chamber of Commerce must be referred to, according to the test existing when the general supply conditions are agreed on.

Management of orders

No Customer's order is binding to Hydrocontrol s.p.a. if Hydrocontrol s.p.a. has not confirmed the order in writing. Hydrocontrol s.p.a. commits to supplying the orders in compliance with the order confirmation that has been issued. Any disagreement with the content of the order confirmation must be communicated in writing to Hydrocontrol s.p.a. within and no later than 5 days from the delivery of the order confirmation. The Customer commits to paying for the goods supplied by Hydrocontrol s.p.a., according to the prices indicated on the order confirmation.

Payment conditions

The Parties agree on the payment terms at the beginning of the supply. The terms will be indicated on the order confirmation. Should the Customer be late with the payments, Hydrocontrol S.p.a. will be entitled to require the payment of interests on arrears based on the exiting Prime Rate increased by 2%. Should there be any payment delay, Hydrocontrol s.p.a. will be entitled not to process the Customer's purchase order, even if it has already been confirmed.

Delivery and shipment

The goods are always supplied Ex Works, even when Hydrocontrol s.p.a. agrees with the Customer that the shipment, or a part of it, will be arranged by Hydrocontrol s.p.a. It is agreed that the Customer will bear the risk of goods deterioration or damaging from the moment the goods are handed by Hydrocontrol s.p.a. to the first carrier.

Product characteristics

Hydrocontrol s.p.a. commits to supplying good quality products, compliant with the technical specifications declared on the technical tables and on the catalogue. Hydrocontrol s.p.a, even without notice, at its own discretion, reserves the right to modify the products as necessary, without these changes altering the main characteristics of the products.

Claims

Any claims about defects on delivered products (just as an example: claims about the packaging, the number, the quantity or the external product characteristics) will have to be notified to Hydrocontrol s.p.a. in writing, within and no later than 7 days from reception of the goods, otherwise the claims will be considered as null and void.

Occult defects (the defects of the goods that cannot be spotted with a careful control of the goods received by the Customer), will have to be notified in writing to Hydrocontrol s.p.a. within 7 days from the discovery of the defect, and anyhow no later than 12 months from the delivery of the goods, otherwise the claim will be considered as null and void. Even in case of claim or objection, the Customer will never be entitled to suspend or delay the payments to Hydrocontrol s.p.a. for the products subject to claim or objection nor for any other supply.

Warranty

Should the products supplied by Hydrocontrol not be compliant or have the required quality and should this defect be due to Hydrocontrol, Hydrocontrol s.p.a. commits, at its choice, to replace or repair the faulty products, as long as the defect or lack of compliance is notified to Hydrocontrol s.p.a. in writing, as specified at point 6, within and no later than 12 months from product delivery. On the products that have been fixed or replaced in accordance with what specified above, the above-mentioned warranty applies. The 12 month duration starts from the date of repair or replacement. In case of defects, lack of quality or in case of lack of compliance for the supplied products, with the exception of fraud or serious offence, Hydrocontrol s.p.a. only commits to repairing or replacing the faulty products, according to what specified above. This warranty replaces any other Supplier's warranty or liability established by the law. This warranty excludes any other liability contractual or extra-contractual by Hydrocontrol s.p.a. on the products supplied by Hydrocontrol (as a mere example: damage refund, loss of profit, product recall campaign, etc). Hydrocontrol s.p.a. has signed a product civil liability police, with a suitable maximum coverage.

Ownership retention

The products supplied by Hydrocontrol s.p.a. will be owned by the latter until Hydrocontrol receives the complete payment for the supplied goods.

Obligation confidentiality

Hydrocontrol s.p.a. commits to not disclosing the technical and commercial information it receives from the Customer, unless this information has already been publicly disclosed.

Patents

The Customer is not allowed to use the provided Products, or a part of them, their descriptions or drawings protected or not protected by Patent or registered trademark in order to design or make similar products, unless Hydrocontrol s.p.a. previously issues its written authorization. Should Hydrocontrol s.p.a. give its written authorization, all patents, trademarks, registered designs, copyrights and intellectual property rights related or connected to the Products provided by Hydrocontrol s.p.a. will stay Hydrocontrol's property. The Customer commits to respecting the highest confidentiality.

Applicable law and court of jurisdiction

Hydrocontrol s.p.a.'s supplies are regulated by these General Supply Conditions and, for anything not defined here, by the Italian law. Any controversy related, generated or connected to the supply of Products by Hydrocontrol s.p.a., where Hydrocontrol s.p.a. is involved, will be exclusively dealt with by the Court of Bologna.

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