



Via G. Falcone 2 – 24050 Zanica (BG) - Italy - VAT Number IT 01085770160 - Share capital 2.500.000,00 euro fully paid-up

[Rev. 3 – Feb.2016](#)

## **General Sales Conditions**

**1 INTRODUCTION** These General sales Conditions shall apply to any Sales contract between Valvorobica Industriale S.p.A. and foreign buyers and shall prevail on any general purchase conditions of the Buyer, also in absence of a specific objection to the use of such Conditions. Any variation to these General Conditions is expressly rejected unless and until accepted and confirmed in writing by Valvorobica Industriale S.p.A.

**2 GOODS** The Products concerned are flanges, fittings, valves and tubes which are specified in the catalogues of Valvorobica Industriale S.p.A. and/or on its web site ([www.valvorobica.it](http://www.valvorobica.it)). The Buyer declares that prior to purchasing he has carefully examined all the technical documentations and manuals of the Products available on Valvorobica Industriale S.p.A.'s web site and provided along with the offer, as well as he has verified the technical compatibility of his applications with the Products.

**3 PRICES** Unless otherwise agreed in writing, the prices are understood Ex-Works Valvorobica Industriale S.p.A. net of any taxes, duties and charges. Freight, packing, tests and certificates will be charged to the Buyer. The sales prices of the products are stated in the current price list of Valvorobica or in the order confirmations sent to the clients.

The seller reserves the right to adjust the prices unilaterally in case of rises due to external causes and in any way, independent from its own company organization (for example: unexpected price rises of the raw materials and/or of the exchange rates).

**4 ORDERS** All orders placed to Valvorobica Industriale S.p.A. and any agreement made with agents or representatives of Valvorobica Industriale S.p.A. shall be considered accepted only when expressly confirmed in writing through an order confirmation "Proforma invoice" issued by Valvorobica Industriale S.p.A.

The Order confirmation "Proforma invoice" issued by Valvorobica Industriale S.p.A shall be considered as the official document for the Buyer. The Buyer shall verify if the Order Confirmation "Proforma invoice" contains errors or discrepancies compared to his order and shall notify Valvorobica Industriale S.p.A. within 3 working days by Fax or E-mail, otherwise it will be considered valid and its conditions confirmed and accepted by the Buyer.

**5 CANCELLATION** Cancellation or modifications of all or part of any order are subject to Seller's prior written consent in each instance. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of the cancellation or modification, plus a reasonable profit.

Should the Buyer fail to carry out the payment on time or any other term as agreed in the order confirmation "Proforma invoice", Valvorobica Industriale S.p.A has the right to consider the deal suspended or terminated and to freeze or cancel the order or other pending orders without the Buyer being able to advance any claims for compensation or reimbursement. However, the Buyer remains obviously obliged to refund all damages deriving from the failed execution of such contracts.

**6 DELIVERIES, SHIPPING & RISK OF LOSS** Valvorobica will deliver the Products within a reasonable time after receiving Buyer's purchase order, subject to their availability. The delivery date provided by Valvorobica for the Products is only an estimate and is based upon prompt receipt of all necessary information from Buyer. If Buyer causes Seller to delay shipment or completion of the Products, Seller will be entitled to charge any and all extra costs and expenses resulting from the

delay. Seller will not be liable for any delays, loss, or damage in transit, and failure to deliver within the time estimated will not be a material breach of contract on Seller's part.

Unless otherwise agreed in writing by the parties, Seller will deliver the Products, EXW (Incoterms® 2010) at the location specified in the Order using Seller's standard methods for packaging and shipping same. Valvorobica Industriale S.p.A. reserves the right to charge the Buyer any additional costs related to storage in case of delayed collection by the Buyer.

Seller may, in its sole discretion, without liability or penalty, make partial shipments of Products to Buyer. Each shipment will constitute a separate sale, and Buyer will pay for the units shipped whether the shipment is in whole or partial fulfillment of Buyer's purchase order. Buyer is responsible for obtaining any import licenses and other consents required for a Product shipment at its own expense, and will provide the licenses and consents to the Seller before shipment.

Valvorobica Industriale S.p.A. is not liable for any costs, expenses, injury or damages resulting from late delivery. Nor shall the Buyer be entitled to cancel the Contract or to any remedy for delayed delivery. Seller's liability for any non-delivery of the Products will be limited to replacing the Products within a reasonable time or adjusting the invoice for the Products to reflect the actual quantity delivered.

Risk of loss or damage passes to Buyer upon delivery to the carrier. If Buyer fails to accept delivery of any of the Products Valvorobica will be entitled to store the Products until Buyer takes possession of them, at which time Buyer will be liable for all costs and expenses resulting from the failure (including but not limited to the cost of storage and insurance).

Title passes to Buyer upon Buyer's payment in full for the Products.

**7 PAYMENTS** Unless otherwise stated in the order confirmation "Proforma invoice" payment shall be in advance by bank transfer. Payment shall be made for total amount as mentioned in the same, net of all costs and bank charges which must be on applicant's account.

A default interest rate of 7% per annum on the outstanding amount will be assessed if payment is not made in full on the due date specified in "Proforma invoice" or invoice.

Valvorobica Industriale S.p.A. reserves the right to change the terms of payment agreed with or proposed by the Buyer when learns about a change in the Buyer's financial conditions.

**8 PACKING** Unless otherwise agreed with the Buyer, standard packaging will be chosen by Valvorobica Industriale S.p.A. according to its experience. The packing and/or any other special requirements for packing shall therefore be invoiced at cost price by Valvorobica Industriale S.p.A.

**9 CLAIMS** Claims concerning quality specification, products or quantities are accepted in writing within 8 (eight) days from reception of the goods. Should the claim be made in time, Valvorobica Industriale S.p.A. shall reimburse or replace faulty or incorrect goods at its cost as quickly as possible at the same delivery place originally agreed.

Claims concerning damaged packaging or related to the transport and subsequent operations must be made by the Buyer exclusively against the forwarder.

Any claim about a part of the delivery does not prejudice the acceptance of the remaining supply.

Claims and protests give the buyer no right to suspend the payment of disputed goods or to cancel the order.

**10 WARRANTY** The products are guaranteed by Valvorobica Industriale S.p.A. fully in accordance with the specifications and conditions as stated in the order confirmation "proforma invoice" However, Valvorobica Industriale S.p.A. can't be responsible, unless prior mutually agreed, for improper applications of the materials

Products manufactured by Valvorobica Industriale S.p.A are guaranteed with Warranty certificate for 12 months after installation or 18 months after shipment whichever comes first.

The warranty won't be applied for defects raised on products due to non-observance by the Buyer of Valvorobica Industriale S.p.A's instructions about storage, installation, commissioning, use or maintenance of the products.

The warranty does not applied if The Buyer carry out modifications or repairs on such products without the written authorization of Valvorobica Industriale S.p.A.

**11 FORCE MAJEURE** Seller will not be liable for any failures or delays caused by strikes, differences with workers, or any causes beyond the reasonable control of Seller, including but not limited to fires, floods, accidents, action of any governmental authority, war, insurrection or riots, or shortages of labor, energy, raw materials, production facilities, or transportation.

**12 APPLICABLE LAW COMPETENT COURT** These General Sales Conditions and particular order conditions shall be governed by the laws of Italy, excluding any other sources of law not expressly mentioned herein.

Any dispute concerning the interpretation or execution of contract concluded with Valvorobica, including disputes relevant to their validity, to the existence and to the total amount of the credits due to Valvorobica, shall be subject to the sole competent authority which is the Court of Bergamo