

# VALVENGINEERING S.R.L.

# **GENERAL CONDITIONS OF SALES**

Contracts and deliveries shall be governed exclusively by the following terms and conditions

## QUOTES AND PROPOSALS

Quotes and proposals remain valid for 30 days from date of issue unless otherwise indicated.

## CONTRACT

Shall be valid only after receipt of our Customer Order Confirmation.

## MODIFICATIONS TO ORDER AFTER CONFIRMATION

Modifications to orders after issuance of Order Confirmation may be accepted subject to prior agreement. An admin./restocking charge may be due the amount of which to be determined on a case-by-case basis, and any costs incurred by the seller due to the agreed changes shall be recharged to the buyer.

#### INSTALLATION

Except where explicitly specified otherwise the products covered by this document are suitable for installations operating at atmospheric pressure (1 bar absolute), room temperature and with no explosion risk.

### DOCUMENTATION

The following documentation is provided as standard:

- "As supplied" Drawing
- Materials' certificates 3.1 for product contact parts
- certificate of conformity for elastomeric components (seals and gaskets) as per FDA §177.2600
- Installation Operating and Maintenance Manual and
- Spare Parts List

These standard documents are provided in <u>electronic format</u> as standard. The rate will depend on the project and is quoted separately. There is an admin. charge of EUR 30.00 for their supply in hard copy.

## PORT

Shall apply as specified in the body of the order.

## PACKAGING

Shall be carried out as deemed appropriate for each delivery and charged at cost.

#### TERMS OF PAYMENT

Shall apply as specified in the body of our Customer Order Confirmation. In the case of late payment, the Seller reserves the right to charge interest at 1% per month on the overdue amount.

### WARRANTY & LIMITS OF LIABILITY

All Products supplied by the Seller will conform with the Seller's published product specifications in effect on the date of delivery and will conform to any product samples provided to the Customer by the Seller.

The Warranty period is 12 months from date of installation up to but not exceeding 18 months from date of original sales invoice. The Warranty does not cover wearing parts (seals, gaskets etc.).

During the Warranty period the Seller warrants his products against defects in materials and workmanship under proper use in compliance with the instructions given in the relevant Installation operating and Maintenance Manual.

Warranty shall be void in the case of any substitutions or modifications carried out without the prior written agreement of the Seller

Warranty shall be void in the event of improper handling or improper maintenance.

The Sellers liability shall be limited to substitution or repair of defective parts. The Seller shall not be liable for any contingent costs including interruption of production or other damages.

Warranty shall be void if payment terms are not observed.

### ARBITRATION

Any arbitration or dispute shall be settled under Italian law in the court of Lucca, Italy.