

GENERAL TERMS OF SALE AND DELIVERY OF EUROTERMO

1. APPLICATION OF TERMS OF SALE AND DELIVERY

1.1 The below general terms of sale and delivery shall apply for any quotation, order confirmation, sale and delivery by EUROTERMO in the absence of any other agreement in writing between the parties. EUROTERMO warrants each product to be free from defects in material and workmanship under normal usage for a period of one year from the date of original shipment. In the event of such defects within the warranty period, the Company will, at its option, replace or recondition the product without charge.

PRODUCT INFORMATION, PRICE LISTS, ETC.

2.1 Information in catalogues, price lists and any other product documentation provided by EUROTERMO shall be binding on EUROTERMO only where the agreement with the purchaser makes specific reference to such information. EUROTERMO shall reserve the right to change information without notice.

2.2 All drawings and technical descriptions supplied to the purchaser shall remain the property of EUROTERMO and may be used only for the operation and maintenance of the products supplied by EUROTERMO. The material may not be copied, reproduced, passed on to or in any other way communicated to any unauthorized third party.

3. LIABILITY FOR DEFECTS & PRODUCT LIABILITY

3.1 Immediately after delivery the purchaser shall examine the products received. Defects that are found or should have been found during this examination or defects that are found later shall without delay and not later than seven days after the defect is found or should have been found be communicated in writing to EUROTERMO. The purchaser shall under no circumstances be entitled to claim compensation for defects from EUROTERMO later than one year after the date of delivery.

3.2 EUROTERMO shall be entitled to decide whether the defects can be repaired or the defective products must be replaced. Such replacement and/or repair of defects will be made as soon as possible after the return of the product to EUROTERMO.

3.3 The purchaser shall only be entitled to return sellable standard products and only following prior acceptance in writing from EUROTERMO. EUROTERMO reserves the right to refuse return of products at EUROTERMO's sole discretion. The freight costs of the returned products shall be paid by the purchaser.

3.4 This Warranty does not apply to any defect in the Product or damages incurred in connection with the Product if such defect or damages involve, relate to or are caused in whole or in part by any of the following:

products as a result of plumbing and heating systems; normal wear and tear; any product or component of a Product that is not manufactured by EUROTERMO; the use of the Product for purposes other than those intended by EUROTERMO or permitted in accordance with applicable law or regulation; Products which are not installed, used or serviced in accordance with EUROTERMO specifications or any applicable law or regulation; abuse, mishandling, tampering, improper installation, improper operation or modification of the Product, neglect or accident; fire, casualty, flood, earthquake, war, epidemic, riot, insurrection, act of terrorism, vandalism, or contamination, including, without limitation, damages incurred in connection with any substance other than water/glycol being introduced into the system of which the Product forms a part, any form of corrosion, freezing, corrosion or adverse water or external environmental conditions, or any other cause beyond the reasonable control of EUROTERMO; or Claimant's failure to take reasonable steps to maintain and inspect the Product or failure to take appropriate standby procedures in place in relation thereto.

4. Returned Goods:

4.1 No material shall be returned without authorization.