



F.A.M. Snc di Checcacci S. & C.
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SALE CONDITIONS and WARRANTY

1. Introduction. These General Conditions of Sale shall apply to all sale and purchase contacts entered into between F.A.M. S.n.c. di Checcacci S. & C. (hereinafter, “F.A.M”) and its own clients, resellers or consumers (hereinafter, the “buyer” and/or “client”).

2. Orders. The orders shall be deemed as accepted only upon written confirmation, by F.A.M Sales Management. Any change or order cancellation will not be valid without F.A.M written approval; in any case, the buyer will be liable for any possible damages caused to F.A.M by such cancellation. The client shall not cancel the order once F.A.M. receive it. The provided penalties for the clients in case of order cancellation are reported on the order confirmation issued by F.A.M. S.n.c. di Checcacci S. & C.

3. Prices. The prices applied, unless otherwise agreed in written between the parties, shall be those indicated in F.A.M’s price list in force at the time of the order. These prices are net of any tax, packaging, freight and insurance charges. F.A.M shall have the right to modify the price list, without notice, in case of increase of the production’s costs or for any other reason. For the UK residing clients, the prices of the price lists could be reviewed in case of market alterations which affect on the raw materials and/or delivery charges due to “Brexit”.

4. Payments. The amount reported on the invoice shall be paid through bank receipt or according to the conditions agreed upon from time to time in writing between the parties. With regard to the orders concerning special materials, one third of the price shall be paid when the order is made while the whole balance shall take place within 30 days from the end of the month in which the delivery has taken place, unless otherwise agreed in written between the parties. In case of a payment delay, even partial, for any reason whatsoever, the buyer shall pay to F.A.M the overdue interests equal to the Italian bank prime rate increased up to 3%.

5. Delivery. The delivery of the goods shall be made EXW (Incoterms 2020), Grosseto plant, unless otherwise agreed between the parties as resulting from the order confirmation and shall be considered as performed when the goods are put at the forwarder’s disposal. The terms of delivery defined, however, shall not be compulsory; therefore, F.A.M shall not be liable for possible delays.

Such delays shall not authorise cancellations and modifications of the order, penalties or payment delays.

6. Contract termination. F.A.M shall have the right to effect the contract termination if the client shall not fulfil the instructions of this general sale conditions.

7. Warranty. F.A.M shall be liable for the defects of the goods which appear or are detected within one year from delivery. Concerning the agreements closed with consumers, to be intended as physical persons who purchase the goods for uses not connected to the entrepreneurial or professional activity to be effected possibly, F.A.M shall be liable for the defects emerging within 2 years from delivery. Concerning the non consumers, the warranty is referred only to the replacement and the repairing of the defective parts of the goods at F.A.M's plant. Any right of the buyer to ask for the agreement resolution, the price decrease or the damage compensation, direct or indirect, possibly incurred into, as well as any other kind of warranty herein not indicated, is expressly excluded, except for what provided with regard to consumer's protection. Any warranty concerning the parts of the products not manufactured by F.A.M but purchased from other sub-suppliers or, anyhow, subject to wear and tear is expressly excluded. However, F.A.M shall be liable towards the buyer only up to the sum possibly received by the producer as warranty on the defective parts. F.A.M shall be liable only with regard to defects which appear in relation to a correct use of the goods, according to the conditions of use indicated in the contract and to the indications contained in the instructions. All defects and faults due to problems during the freight, wrong installation or insufficient maintenance, unauthorised technical modifications, tampering with the products or inadequate protection, technical and hydraulic non compatible parameters, use of sandy waters, use of liquid containing abrasive or corrosive substances or anyhow non compatible with the construction materials, wear and tear are, therefore, are excluded. Should the buyer or third subjects replace or repair directly the products or parts of them without F.A.M's previous written authorisation, this warranty shall not apply. Anyhow, such replacements and repairs will in no case be refunded. In addition this warranty shall not be valid in case of the missed payment of the price by the client. In order to be entitled to the rights connected to the warranty, the buyer shall communicate to F.A.M possible defects of the goods within 8 (eight) days from discovery. Furthermore, he shall provide F.A.M with information on the ways the goods have been used as well as with any other detail useful to point out the causes of the damage. The above-mentioned communication shall be enclosed by a document proving the date of delivery and the code of the pump, in order to allow F.A.M to identify the manufacture date. The warranty shall apply only when the buyer is up-to-date with the payments. Anyhow, possible problems connected to the warranty shall not entitle the buyer to suspend the payments. F.A.M shall not be held liable with regard to direct or indirect damages (included the possible missed payment) caused to goods, or people as a consequence of lacks of conformity of the products. Any recourse action of the buyer towards F.A.M according to article 1519 quiquies of the Italian Civil Code is expressly excluded.

8. Tests. The tests are effected at F.A.M's plants according to the methods normally used by F.A.M, also in the presence of the buyer if he requires it, at its own cost.

9. Designs and descriptive documents. The dimensions and the prices of the products in the catalogues, advertisements or other literature, shall be considered as a mere indication and shall not be binding towards F.A.M if not expressly mentioned in the confirmation of order. The

performances and the output of the pumps indicated in the aforementioned documentation shall be liable towards F.A.M within tolerance limits fixed by the rules.

10. Applicable law and dispute resolution. All agreements regulated by these General Condition of Sale are governed by Italian law for what not expressly provided for the aforementioned conditions. The applicability of the 1980 Vienna Convention on the International Sale of Goods is expressly excluded. Any dispute between the parties in concerning the sale and purchase contracts entered into or to the execution of the General Conditions shall be submitted to Italian jurisdiction, being the Tribunal of Grosseto the exclusively competent Court.

Selling company

Buyer Company

The buyer approved specifically the following clauses: art. 2 (orders); art. 5 (prices); art. 6 (contract termination);7 (warranty for lacks of conformity and exclusion of compensation); art. 10 (competent court).

Read, signed and signed on_____

Selling company

Buyer Company