



ESSETI s.r.l.

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C.F./P.IVA 00514840172 – Reg. Impr. BS n. 11190

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GENERAL SALES CONDITIONS

ESSETI S.R.L. – Via Fermi 64 – 25030 Brandico (BS) announce to all customers his general sales conditions valid on all actual and incoming products.

As appropriate, ESSETI will issue written offers or order confirmations with together his general sales conditions. The offer confirmation or the sending of the order confirmation sign your agreement on the general sales conditions.

1) PRICES

All prices are indicated in offer/order confirmation.

All prices can be revised at any time by ESSETI that will inform all customers by written mail/fax.

2) DELIVERY TERM

Sales are done EX WORKS BRANDICO (INCOTERMS®2010) at conditions indicated in offer/order confirmation.

FCA, CPT or DDU quotations must be agreed with ESSETI but in any case will be granted only for order amount more than Euro 3000= (net goods amount).

Goods are sent at consignee's risk even if the selling price is fixed CPT or DDU, therefore ESSETI cannot be considered responsible for any claim, either regarding material missing or damages suffered during transport, since carriers are responsible for this and the receiver must apply due reservations to the carriers when withdrawing goods.

3) DELIVERY DELAY

Medium delivery delay are the ones indicated in order confirmation and are considered in 20 working days; anyway this delay is not binding but shall be considered subordinate to the possibility of manufacture due to raw material availability.

Possible delays shall not give to the purchaser the right of either cancelling the order or of compensation of damages or interests whatsoever. Wars, revolutions, riots, epidemics, transport problems, failure of our machinery, strikes and all other such causes that are beyond our control and that might cause partial or total standstill of our factory shall be considered circumstances of force majeure which entitle us to suspend the carrying out of the order or to consider it cancelled.

Advanced delivery delay must be agreed with ESSETI sales bureau and are subject to momentary availability.

4) PACKAGING

All products are sent by carton export free boxes marked "ESSETI MADE IN ITALY". For his convenience ESSETI will be authorized to use wooden pallets without advising.

Every particular request must be asked on enquiry/order and must be agreed with ESSETI and will be subject to debt of his cost.

Please be informed that fumigation requirements are in buyer's charge. If no fumigation information is informed before leaving goods we cannot considered responsible of buyer's customs fees. In any case, fumigation charges will be debt on invoice.

5) TESTING AND ACCEPTANCE

All product are tested in ESSETI factory and are to be considered acquired and accepted at our works by the purchaser whatever delivery has been agreed upon. The test is made by a statistical control. We remind that it's necessary that the workman that installs the plants verifies good functionality and closure of the product before the installation and we remind again the importance of right combination between float valve size and ball diameter.

6) TEST OF TECHNICAL FEATURES OF GOODS

All ESSETI products have technical parameters available on technical documents readable on ESSETI catalogues and/or ESSETI web-site (www.esseti-srl.com).

ESSETI is not responsible for inappropriate use of his products so we suggest some good practice rules to check right choice of products:

- Tanks and plants where float valves are installed MUST have an appropriate overflow drain
- The functionality and the closure of product MUST be verified BEFORE the installation
- It is important check right combination of float valve's size and ball's diameter

7) PAYMENTS

Payment term are the ones agreed within ESSETI and his customer and they must be strictly respected. Any delays will effect, without advice, debt of interest of 7% more that the official current rate. Moreover, any orders will be suspended till the resolution of debt.

Goods are sold under a clause of "RESERVED DOMAIN" according to which we reserve the right to reposses the goods from your storehouses or deposits, until full payment of the goods has been made.

8) CLAIMS

Any quality claims must be sent by write to ESSETI within 8 days from receipt of goods, otherwise its shall not be valid.

Possible faults, hidden flaws, defects and discrepancies as regards to normal production tolerances, that might be noticed once the goods have been received, shall only oblige ESSETI to replace the defective goods, with the purchaser having no right of compensation of damages whatsoever.

9) RETURNS AND REPLACEMENTS

Return of goods is not accepted unless previously agreed upon with ESSETI and shall take place only at free port, otherwise the return is not accepted.

The replacement of faulty goods will be effected only after ESSETI check and evaluation of defects and only for ESSETI products.

The replaced goods remain ESSETI property.

They will be replaced only goods that have not been modified during installation or tampered with a wrong application of technical guidance and installations standards written on our catalogues, ESSETI web-site (www.esseti-srl.com) or on our suggestion indicated in point 6.

10) TECHNICAL AMENDMENTS

ESSETI may make improvements and/or amendments in technical/design features, in his product and his documentation at any time without announcing.

11) JURISDICTION

For any other dispute or controversy that might arise in accordance with the present agreement, the only competent Court will be that of Brescia (Italy).

12) AGREEMENT OF GENERAL SALES CONDITIONS

Acceptance of the offer together with the general conditions of supply constitutes acceptance of the latter also.