



Emiliana Serbatoi S.r.l. - Largo Maestri del Lavoro, 40 - 41011 Campogalliano (MODENA) Italy / P.iva e C.F 01499200366  
Tel. +39-059-521911 / Fax +39-059-521919 / emilianaserbatoi.com / info@emilianaserbatoi.it

## GENERAL TERMS AND CONDITIONS OF SALE

### 1) ORDERS AND ACCEPTANCE

These General Terms and Conditions shall apply to all sales and deliveries of the goods made by Emiliana Serbatoi to the Client. All orders by the Client shall be subject to these General Terms and Conditions and those specific terms set out in the Order Confirmation, which shall together exclude and override any other oral or written terms and conditions stipulated, incorporated or referred to by the Client.

### 2) DELIVERY

Unless otherwise agreed in the Order Confirmation, all deliveries of the goods shall be EXW (Incoterms 2010) at Emiliana Serbatoi's facilities in Campogalliano (Modena), Italy. The delivery times are approximate and delays do not affect the validity of the order; under no circumstances Emiliana Serbatoi be liable for damages or losses caused by delays in delivery. The execution of the supply will be suspended as a result of changes in the asset condition of the buyer (art. 1461 cc).

### 3) GOODS SPECIFICATION

The quantity, quality, description, lead-time, packaging and price of the goods shall be specified in the Order Confirmation. Unless otherwise agreed, costs for special packaging shall be borne by the Client.

### 4) WARRANTY

The goods are sold with a warranty for manufacturing defects on the metal structure of the container or other product for a period of twelve (12) months from the date of delivery.

On electronic or electrical parts, including electric motors, meters, automatic nozzles and hoses, warranty for manufacturing defects is always 3 (three) months from the date of delivery.

The warranty is limited to repair, or replace, free of charge, the defective piece only when such defect, claimed in accordance with section 6, has been confirmed by the technicians of Emiliana Serbatoi.

Under no circumstances Emiliana Serbatoi shall recognize claims for labour charges or related consequential parts or damages. The repair or replacement shall be made at Emiliana Serbatoi's offices where the goods will be sent with shipping return costs and risk borne by the client.

In the event of a request for assistance at the headquarters of the client, any related expenses shall be borne solely by the client.

Emiliana Serbatoi accepts no responsibility or liability towards the client and to any third party for facts and events that may occur due to the misuse and/or maintenance of the product, as well as for the use of unsuitable equipment, for tampering and damages which are consequences of failed operation and any other cause not attributable to Emiliana Serbatoi.

### 5) RETENTION OF TITLE

Emiliana Serbatoi shall retain title to the goods until payment is made in full.

### 6) CLAIMS

The Client must claim in writing any quality defects within 8 days from delivery of the goods or from discovery in case of hidden defects.

Complaints of any nature will not suspend the obligation to make the payments agreed.

No compensation for direct and indirect damages and expenses of any kind will be granted by Emiliana Serbatoi.

### 7) PAYMENTS

Unless otherwise agreed in the Order Confirmation, payment terms shall be made by bank transfer in advance. All prices, invoices and payments shall be in Euro.

### 8) MODIFICATIONS

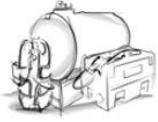
Emiliana Serbatoi reserves the right to make technical changes to its products without prior notice.

### 9) INTELLECTUAL PROPERTY

The Client acknowledges and agrees that no license or proprietary interest, either express or implied, is granted to the Client by Emiliana Serbatoi to use any of the trademarks owned or used by Emiliana Serbatoi or to use any of the intellectual property rights.

The Purchaser shall not take any action which could jeopardize Emiliana Serbatoi's rights on the trademarks and in particular shall refrain from registering any of the trademarks and/or the intellectual property rights or internet domains confusingly similar with an Emiliana Serbatoi's trademark and/or intellectual property right. The client undertakes to refrain from conducting any kind of reverse engineering on the Products.

The Client, whose data will be processed according to the current contract, consents to the processing of personal data, according to the Article 13 GDPR – Regulation (EU) 2016/679, after viewing the specific information available in an extended version on the web site. The processing, storage and transmission of personal data are carried out in compliance with the all precautionary measures, which guarantee security and confidentiality of data, in compliance with the GDPR, for the sole purpose of effective fulfilment of the obligations required by law, civil and tax norms, related to the economic activity of the company, including the management of receipts and payments deriving from execution of contracts.



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#### 10) GOVERNING LAW AND DISPUTE RESOLUTION

These General Terms and Conditions shall be governed by and construed in accordance with Italian law. Any dispute between the parties arising out or connected with these General Terms and Conditions shall be finally settled by arbitration in accordance with the Rules of the Chamber of Arbitration of Milan by a sole arbitrator appointed in accordance with the said Rules. Such arbitration shall be conducted in Milan, Italy. The arbitral proceedings shall be conducted in English.

date \_\_\_\_\_

Client Signature \_\_\_\_\_