



## GVR POMPE SRL

Via dell'Artigiano, 19 Fraz. Fizzonasco  
20090 Pieve Emanuele (MI)  
Tel. +39-02-90725577 Fax +39-02-90722034  
[www.gvrpompe.com](http://www.gvrpompe.com) E-mail: [info@gvrpompe.com](mailto:info@gvrpompe.com)

### GENERAL SALES CONDITIONS

#### Introduction

GVR POMPE's sales conditions are applied to all contractual agreement between GVR POMPE and its Customers.

Sales conditions, together with Order Confirmation, are the only documents accepted all oral or written condition after order confirmation are not valid.

GVR POMPE' sales condition are available:

1. At GVR POMPE premises
2. On GVR POMPE's web site <http://www.gvrpompe.com>

As soon as the Customer receive the order confirmation must verify all information in it. All information will be considered right if the Customer does not communicate immediately any variation. All material and services not described in the order confirmation will be invoiced separately.

#### 1. PRICES

Except if otherwise indicated price is for EXW GVR POMPE supply and does not include VAT (where applicable), duties, insurance, and all fiscal or financial charges related to the sale or exportation.

#### 2. PAYMENT TERMS AND CONDITIONS

Payments shall be made, free of any costs, to the head-office of GVR POMPE within the terms and conditions agreed with the order confirmation.

In case of delayed payment, the Customer shall have to pay to GVR POMPE interest as per Art.5 od D.Lgs 231/2002, plus eventual major damages caused from that delay. It is GVR POMPE's right stop the supply if Customer does not respect payment terms agreed. The supply becomes property of the Customer only after full payment receiving.

#### 3. LIMITATION OF LIABILITY

GVR POMPE refuses all responsibility for any damage that may directly or indirectly involve people or things resulting from wrong installation, improper use or maintenance of the products in question.

Expect mandatory limits imposed by jurisdiction, GVR POMPE 's responsibility will not in any case exceed the amount of 100% of selling price. GVR POMPE is not bound to refund gains lost and/or direct and/or indirect damages, as simple example, GVR POMPE, will nor refund gain lost, contract lost....

In any case GVR POMPE will not refund eventual damages required from third part to the Customer.

In case of interpretive conflict, all written in this document will be prevalent on each other instruction included in other conditions or contract.

#### 4. DELIVERY TERMS

Delivery terms included in the Order Confirmation are indicative, GVR POMPE is free from any responsibility for direct or/and indirect damage resulting from delayed delivery of the goods. Furthermore, the delivery

terms are intended postponed because of late definitions or changes of the purchaser order itself. The extension of the due date shall depend on a forecasted analysis of the production situation.

To calculate delivery time must be considered 5 (five) working days per week, excluding all closures during the working week and August. Delivery terms are automatically postponed if an event of major force occur, and the calculation starts again from the end of this major force event.

If the delivery doesn't take place in time for a fact which don't depend from GVR POMPE, the delivery is considered done with the advice of order ready.

Delivery date correspond with date of GVR POMPE advice of goods ready for delivery or goods ready for external test.

In case of payment before delivery, the order will be delivered only after payment receiving.

4.1 **Urgent Proceeding:** GVR POMPE has an internal procedure called "Urgent Proceeding" with they grant the delivery within the agreed date. The delivery date required from Customer must be confirmed on the Order Confirmation. GVR POMPE grant the availability of the order goods at its premises within the agreed date written on Order Confirmation.

Goods is intended ready as soon as ready to be picked up from GVR POMPE's premises. GVR POMPE is not responsible of shipping time. In case of payment in advance the goods will be shipped only after funds receiving on GVR POMPE' bank account. Cost for Urgent Proceeding is Euro 70,00 net for each delivery.

## 5. DELIVERY – PACKING - TRANSPORT

Products always travel at Customer's charge. Customer can provide to insurance on eventual damages due to transport. The Customer must check the correspondence between items received and items indicated on Delivery document, if Customer finds deficit or damages has to reject the material and to inform immediately to GVR POMPE about. If the packaging is intact, the Customer must accept the goods always writing: "Accepted subject to control".

Eventual defects or damages which are not visible at delivery must be communicated to the carrier and to GVR POMPE, within 8 solar days from goods receiving. Standard packaging is supplied from GVR POMPE free of charge, eventual special packaging, plastic pallets, wooden boxes, special cases will be quantified before shipment. Goods always travel under Customer's risk, even if delivered with GVR POMPE carrier.

## 6. WARRANTY

ALL GVR POMPE's products have a warranty of 12 months starting from date of Delivery note document.

By warranty GVR POMPE means the replacement or adjustment of the product, costs of removal and shipment excluded, that according to GVR POMPE firm opinion identifying manufacturing or material defects. The warranty does not extend to defects resulting from carelessness, inexperience, wrong or improper use, inappropriate installation or maintenance effected by unqualified or non-authorized personnel, damages resulting from circumstances that cannot be linked to manufacturing defects. The warranty shall cease to have effect if the Buyer does not declare in a detailed description by registered mail the defects of the products of the Seller within 8 days from the day of discovery. The apparent acknowledgement of defects, GVR POMPE will carry out the replacement, so that the Buyer will not cancel the payment progress. Any replacement shall not involve the extension or the renewal of the warranty conditions. The Buyer loose its warranty right in case of alteration or dismantling of the good.

## 7. GOVERNING LAW AND JURISDICTION

Contract is regulated by Italian Law. All dispute concerning validity, interpretation, execution and/or resolution of the Contract, and/or of Conditions, and/or of the Order, and/or of the Order Confirmation will be exclusively attended to Milano Court. In any case is excluded the application of Wien Convention on International selling of goods of 1980.

## 8. PRIVACY

GVR POMPE respect privacy terms as per Art. 13 d.Lgs 196 of 30/06/2003.