

# General Terms and Conditions (GTC) of Italprotec Industries S.r.l.

## 1. Introduction

These General Terms and Conditions (GTC) govern the sales of products and services by Italprotec Industries S.r.l., located at Via Primo Maggio, 11 - 20873 Cavenago di Brianza (MB), Italy. By placing an order, the customer agrees to these GTC. Diverging terms and conditions made by the customer shall not apply.

## 2. Definitions

- **Seller:** Italprotec Industries S.r.l.
- **Buyer:** The entity purchasing products or services.
- **Products:** Goods and services listed in the seller's catalogue or website.

## 3. Orders

Orders are considered binding only upon written confirmation by the seller. The seller reserves the right to refuse any order at its discretion.

## 4. Prices

Prices are as listed on the official quotation. Prices apply ex-works and therefore exclude taxes, duties, and shipping costs, unless stated otherwise. The seller reserves the right to modify prices without prior notice

Where for more reasons, where we have no influence and need to change pricelists, we will do so and inform customers accordingly.

## 5. Payment Terms

Payments are due 50% in advance upon order confirmation and the remaining balance within 30 days from the delivery (invoice date) unless otherwise agreed in writing in the order confirmation and invoice. Late payments may incur interest charges at the rate of 1.5% per month.

## 6. Delivery

Delivery times are estimates and not guaranteed. The seller is not liable for delays caused by factors beyond its control. Risk of loss passes to the buyer upon delivery or according to Incoterms® (latest version), if different from EXW.

Partial delivery is admissible as long as reasonable for the customer.

If dispatch is delayed due the reasons for which the customer is responsible, then, beginning one month after notification of the readiness for dispatch, the customer shall bear the warehousing costs amounting to 0,5% of the net invoice sum for every commenced month.

The seller is entitled to dispose otherwise of the delivery has expired, and to supply the customer with reasonably prolonged delivery dates.

## **7. Warranty**

The seller warrants that products will be free from defects in materials and workmanship for a period of 12 months from delivery. Warranty claims must be submitted in writing within this period.

For expiry dates complaints, the customer has 30 days from the delivery date to hand in their complains.

The warranty is valid as long as the products are used according to the manuals. Hence, the warranty is excluded if the good are used in an unappropriated manner or where in contrast with the specifications themselves and damages cannot be attributed to the seller.

## **8. Returns**

Returns are accepted only with prior authorization from the seller (with proper RMA procedure). Unauthorized returns will be refused. Returned products must be in original packaging and condition.

The return delivery costs will be borne as follows: if it is a manufacturing defect, it will be covered by the seller. If the customer returns the product due to erroneous orders (e.g. ordered wrong product)

## **9. Limitation of Liability**

The seller's liability is limited to the repair or replacement of defective products. The seller is not liable for any indirect, incidental, or consequential damages. In no case the customer shall be entitled to claim for remote consequential damages (e.g. loss or reduction of production, downtime costs, loss of profit, etc).

In any case, in the event of a defective product, the compensation for the damage due, the value may not exceed the value of the product/supply.

## **10. Retention of Title**

The Product shall remain the property of the Supplier until paid for in full to the extent that such retention of title is valid under the relevant law.

The Purchaser shall at the request of the Supplier assist him in taking any measures necessary to protect the Supplier's title to the Product.

The retention of title shall not affect the passing of risk under Clause 10.

## **11. Governing Law**

These GTC are governed by and construed in accordance with the laws of Italy. Any disputes arising from these GTC will be resolved in the court of Monza, Italy.

Alternatively, the dispute can be resolved by the Milan Chamber of Commerce.

## 12. Contact Information

For any inquiries or issues, please contact us at:

- **Email:** info@italprotec.com
- **Phone:** +39 02 95339500
- **Address:** Via Primo Maggio, 11 - 20873 Cavenago di Brianza (MB), Italy

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For further details, please visit our website [www.italprotec.com](http://www.italprotec.com)