

CF Chiller Frigoriferi® srl

Produzione di gruppi frigoriferi (chiller) e pompe di calore,
Soluzioni a noleggio di gruppi frigoriferi e pompe di calore
Servizi di assistenza tecnica, manutenzione e FGAS

info@chiller-frigoriferi.it www.chiller-frigoriferi.it

Tel. +39 049 8792774 Fax: +39 049 8797940

Via Emilia Romagna, 38 - 35020 Saonara (PD) - Italia PIVA/C.F. 04727400287



GENERAL CONDITIONS OF SALE

The present general conditions regulate the sales of CH CHILLER FRIGORIFERI S.R.L. products, where not expressly derogated in writing, and remain in force until the issuance of a new edition, which replaces all previous one.

1. PRODUCTS

The products object of the sales regulated by the present conditions are those indicated in the CF CHILLER FRIGORIFERI SRL price list in force from the time the order is sent (Standard Products), as well as those made at the request of the customer on the basis of technical specifications agreed from time to time (Special Products). Sending the price lists to the customer does not constitute an offer.

2. OFFERS, ORDERS AND CONFIRMATIONS

2.1. The quotations in the offers and / or quotes prepared by CF CHILLER FRIGORIFERI SRL., are issued on the basis of the price list. The prices indicated in the written offers, sent by post, e-mail, fax or collected by hand, are valid until the date expressly stated on the offer.

2.2. CF CHILLER FRIGORIFERI SRL, can at its unspeakable judgment, change the prices indicated in the price list specifying them in the offer in the following hypotheses, giving however communication after sending the offer or order and / or the order confirmation to the customer: (i) if the customer requests products other than the standard ones; (ii) in the case of a substantial change due to supply problems or fluctuations in the official exchange rate, or increase in the value of raw materials; in the latter case, the Customer may cancel the order if the price variation exceeds 5%. In any case, after 10 days from the communication of the variation of the price without the Client having expressly canceled the order in writing, this will be accepted with the aforementioned variations. The availability of the product means "except for sale" and "subject to unforeseen events", unless different information is given in order confirmation.

2.3. Orders must be submitted in writing. Upon arrival of the orders, our Sales Offices will proceed to draw up an internal order. The internal order describes the products, quantities, prices, services, conditions of sale (invoicing, payment methods, transport, delivery, etc.) and anything else necessary to identify each item of the order in an univocal and complete manner. The orders will be irrevocable for the Customer until the relative confirmation by CF CHILLER FRIGORIFERI SRL that will still be made no later than 15 (fifteen) working days from their receipt. The orders and the relative confirmations can be transmitted by fax, via internet or via e-mail and / or delivered by hand.

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2.4. Technical assistance for the Products, if expressly requested by the Customer, is charged separately according to the CF CHILLER FRIGORIFERI SRL tariffs in force at the time of receipt of the order.

2.5. Orders must be considered rejected if not confirmed in writing by CF CHILLER FRIGORIFERI SRL within 15 (fifteen) days of receipt. If the order confirmation contains changes to the order, the changes are considered tacitly accepted after 5 (five) working days from receipt of the order confirmation without the Customer having expressed their dissent in writing.

2.6. CF CHILLER FRIGORIFERI SRL reserves the right, even after confirming the order, to make changes to the Products that may be necessary or appropriate, without the Customer being able to make any claim or claim. Only if these modifications lead to significant changes in the technical or performance characteristics of the Products, the Customer may withdraw from the contract no later than 10 (ten) days from receipt of the related written communication of CF CHILLER FRIGORIFERI SRL.

3. PRICES

Unless otherwise agreed in writing, prices are in Euros for Ex-Works Products (Incoterms 2010) - CF CHILLER FRIGORIFERI SRL of Saonara (PD), net of VAT, taxes, duties, shipping costs and other charges that may be due due to the importation of the Products in the destination country. The Products are supplied in standard packaging (carton and / or cellophane). If requested by the Customer, the special packaging will be the subject of a special quotation in the order confirmation by CF CHILLER; in any case, no complaint or complaint may raise the customer in relation to the adequacy or otherwise of the package supplied and the price of the same.

4. PAYMENT TERMS

4.1 The payment terms are to be understood as essential and are those indicated in the order confirmation; failing this, payment must be considered before delivery.

4.2 In case of payment by letter of credit (L / C), to be issued in accordance with the Standards and Uniform Uses of the ICC relating to Documentary Credits in force at the time of the order, this must be irrevocable, confirmed by primary bank with registered office in Italy of approval of CF CHILLER FRIGORIFERI SRL, transferable in whole or in part, payable on the date on which payment is due and negotiable against presentation of the documents indicated in the order confirmation. The notification of the confirmation or of the notice of opening of the L / C by the confirming or advising bank, whatever the case, must intervene, under penalty of forfeiture from the order and save different written communication of CF CHILLER FRIGORIFERI SRL, within 20 (twenty) bank days from receipt of the order confirmation by the Customer.

4.3 Payment deferrals may be subject, at the sole discretion of CF CHILLER FRIGORIFERI SRL, to the delivery by the Customer of accepted bills of exchange and provided with any agreed guarantees. Failure to pay even one installment or the reduction by the customer of the guarantees provided automatically determines the forfeiture of the customer from the benefit of the term with reference to the subsequent

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installments, legitimizing the request for immediate payment of the entire price by CF CHILLER FRIGORIFERI SRL.

4.4 If it is agreed that the payment is made by bank transfer or transfer via swift - fixed currency to the beneficiary equal to the day on which payment is due - the same must be supported at the bank indicated by CF CHILLER FRIGORIFERI SRL in the order confirmation .

4.5 In case of delayed payment, without prejudice to the right of CF CHILLER FRIGORIFERI SRL to terminate the order with immediate effect and suspend the evasion of any other deliveries in progress, the Customer is required to pay default interest at the rate provided by art. 5 of Legislative Decree no. 231/02 and subsequent amendments.

4.6 Under no circumstances may payments by the Customer be suspended due to alleged defects in the Products or delay in deliveries.

5. DELIVERY

5.1 Delivery times are not essential. Delivery, unless otherwise agreed in writing, means ExW (Incoterms 2010) CF CHILLER FRIGORIFERI SRL of Saonara (PD). Therefore, regardless of what has been agreed with regards to transport costs, delivery and the simultaneous transfer of risks are intended to be carried out at the CF CHILLER FRIGORIFERI SRL plant in Saonara (PD) with the loading of the Products on the means of transport in charge.

5.2 In any case, the delivery terms are not binding for CF CHILLER FRIGORIFERI SRL which may modify them according to their actual needs and in particular considering the normal possibilities of supplying the material, production and transport as well as in the presence of impediments not attributable to CF CHILLER FRIGORIFERI SRL such as breakdowns in production plants, work conflicts, delayed or defective sub-supplies, hypotheses as exemplary and not exhaustive; if the Customer requests a specific delivery time, he must indicate it in the order and CF CHILLER FRIGORIFERI SRL will evaluate whether to confirm these terms in the order confirmation; Unless otherwise agreed in the order confirmation, CF CHILLER FRIGORIFERI SRL will deliver the product within 15 working weeks from the order confirmation.

5.3 The withdrawal of the product must be made no later than 20 (twenty) days from the possible deadline indicated in the order confirmation, or from the communication of the availability of the product made by CF CHILLER FRIGORIFERI SRL. Longer collection times, will result in the charge to the Customer of costs related to the occupation of the warehouses of CF CHILLER FRIGORIFERI SRL equal to € 100.00 per week; in any case, the risks of product loss and any other risk will be borne by the Customer from the date of delivery indicated in the order confirmation or the communication of the availability of the product.

5.4 If the Customer does not collect the product within 3 months from the delivery date indicated in the order confirmation or the communicated availability of CF CHILLER FRIGORIFERI SRL, the latter will retain what already paid as payment from the Customer in addition to the costs of at the sub point. 5.3, except for

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any right of CF CHILLER FRIGORIFERI SRL to charge additional charges. Once the 3 month term has elapsed without the Customer having withdrawn, CF CHILLER FRIGORIFERI SRL will retain the product, which has already been paid in full, without the Customer being able to claim ownership.

6. INSTALLATION/MOUNTING

6.1 Unless otherwise agreed in writing, at the installation / assembly of the Products, if not provided for, it shall provide the Customer directly.

6.2 In case of installation / assembly of the Products by the Customer, or by third parties appointed by the latter, the operations must be carried out according to the instructions and instructions contained in the appropriate user and maintenance manual. CF CHILLER FRIGORIFERI SRL will in no case be liable for damage to persons or property and in any case for any damage that may occur during installation / assembly.

7. DOCUMENTS-MANUAL OF USE AND MAINTENANCE

7.1. The use and maintenance manual of the product is included in the package and is therefore considered known from the time of delivery; the declaration of conformity will also be included in the packaging, as foreseen by the Machinery Directive 89/392 / EEC. CF CHILLER FRIGORIFERI SRL may also send a copy by email to the Customer both before and after delivery.

7.2 With the delivery / knowledge of the use and maintenance manual of the product CF CHILLER FRIGORIFERI SRL will be exempt from any responsibility for the installation / assembly of the product or its use-maintenance not in accordance with the manual.

8. RESERVATION OF PROPERTY

8.1 The ownership of the Products will pass to the Customer only upon full payment of the price.

8.2 Until complete payment of the price has occurred, the Customer must:

(i) to take out an "all risks" insurance policy with reference to the Products indicating CF CHILLER FRIGORIFERI SRL as beneficiary. A copy of this policy must be promptly forwarded to CF CHILLER FRIGORIFERI SRL;

(ii) refrain from selling, pledging, or otherwise disposing of the Products;

(iii) keep the Products in good working order;

(iv) refrain from transferring the Products from their original location, unless prior written notice to CF CHILLER FRIGORIFERI SRL, which may object. In any case, CF CHILLER will not authorize the transfer of the product outside the EEC area. In the event that the Customer should make the transfer outside of this area without the written permission of CF CHILLER FRIGORIFERI SRL, he will have to pay a penalty that can vary from 2 to 5% of the value of the Product.

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9. WARRANTY

9.1 CF CHILLER FRIGORIFERI SRL guarantees that the Products are free from defects in the project, in the material and in the workmanship and that they comply with the technical specifications under normal conditions of use according to the instructions provided by CF CHILLER. The latter guarantees the conformity of the Products exclusively to EU standards, regulations and regulations. Any guarantee of conformity of the Products with standards and regulations of the country of origin of the Customer and / or in which the Products must be delivered, if outside the European Union, must therefore be expressly excluded.

9.2 The warranty does not apply in the event of: (i) damage occurring during transport, (ii) tampering or changes of any nature made by the Customer or third parties without the prior authorization of CF CHILLER FRIGORIFERI SRL, (iii) non-compliance or incorrect application of the instructions in the assembly, use, maintenance, and repair or replacement of the Products, (iv) damage caused by improper use or storage of the Products, (v) damages resulting from normal wear and tear, (vi) damage resulting from negligence, negligence of the Customer or accidental events not attributable to CF CHILLER FRIGORIFERI SRL, (vii) damage occurred during the period of possible default of the Customer, (viii) damages resulting from the use of non-original or unauthorized spare parts from CF CHILLER FRIGORIFERI SRL.

9.3 This warranty is valid for a period of 12 (twelve) months from delivery. The Customer must examine the Products promptly after their arrival and communicate to CF CHILLER FRIGORIFERI SRL, in the following 8 (eight) working days, under penalty of forfeiture of the warranty, any incomplete or erroneous deliveries, as well as the existence of obvious defects, also specifying the relative lot and date of delivery. In any case, any hidden defects must be notified by the Customer, under penalty of forfeiture, within 8 (eight) working days from discovery. Should the Customer receive complaints from its customers due to hidden defects in the Products, the Customer must refrain from making admissions, offers or payments and must immediately send to CF CHILLER FRIGORIFERI SRL a strictly confidential report containing all the data necessary to identify the relative match, date and place of delivery.

9.4 If CF CHILLER FRIGORIFERI SRL recognizes the existence of defects and / or discrepancies reported, it will, at its discretion, issue a credit note in favor of the customer for the amount corresponding to the defective Product or to the replacement or repair free of charge of defective Products DDP (Incoterms 2010), EXEMPTLY EXPRESSLY DISCLAIMING ALL RESPONSIBILITIES OF CF CHILLER, EVEN WITHIN THE MEANING OF ART. 1519-QUINQUIES OF THE ITALIAN CIVIL CODE, FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL DAMAGES WHICH HAVE TO BE DERIVED FROM THE FAILURE AND / OR NON-CONFORMITY OF THE PRODUCTS, WHICH SHOULD THEREFORE, EXTENDED BY THE LAW, EXPRESSLY REQUESTED BY THE CUSTOMER. In any case, the responsibility of CF CHILLER, if established, can never exceed the refund of the purchase price of the product.

9.5 After the warranty period, the assistance interventions will result in the charge for the customer of the parts to be replaced, the costs of the workforce.

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10. INDUSTRIAL PROPERTY

All the industrial property rights on the Products, the technical specifications and the use and maintenance manuals / instructions, documents, drawings, information data (both in paper form and in electronic form) are the exclusive property of CF CHILLER FRIGORIFERI SRL.

11. CESSION

Il Cliente non potrà cedere, trasferire o in qualsiasi altro modo disporre dei diritti e degli obblighi nascenti dai contratti di vendita regolati dalle presenti Condizioni, senza il previo consenso scritto di CF CHILLER FRIGORIFERI SRL.

12. RESOLUTION

Without prejudice to the assumptions of termination expressly provided for by these Conditions or by applicable law, CF CHILLER FRIGORIFERI SRL shall have the right to terminate the contract of sale with the Customer at any time by simple written notice:

- (i) in the event of a serious breach or breach by the Customer of a term or condition of the Contract, unless such violation or defect is remedied, with satisfaction of CF CHILLER FRIGORIFERI SRL, within 30 (thirty) days of receipt of written notice of formal notice by the latter;
- (ii) where the Customer becomes insolvent, is declared bankrupt, is subject to controlled administration, agreed with the assignment of assets, and in any case of establishment by or against the Customer of any bankruptcy proceedings, judicial or extrajudicial, pursuant to bankruptcy regulations or similar laws;
- (iii) in the event of liquidation, dissolution or termination of the Client's business activity.
- (iv) in the case of payment by installments, if there is a failure to pay even one installment which exceeds the eighth part of the total value of the product
- (v) when changes of any kind occur in the company name, in the constitution or in the commercial capacity of the Customer, as in the case of confirmed difficulties in payments by the customer also in relation to third parties.

13. MAJOR FORCE

Neither party will be liable to the other for losses, damages or delays caused by strikes, labor unrest, lockouts, accident, fire, scarcity or absence of raw materials, delays by carriers and / or delivery of raw materials on the part of the suppliers, adaptation to legal provisions, orders or governmental provisions, legitimate or not, insurrections, state of war or similar acts, natural elements, embargos, force majeure or any other cause beyond its reasonable control.

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14. APPLICABLE LAW

Sales regulated by these Conditions are subject to Italian law, with the express exclusion of the 1980 Vienna Convention on the international sale of movable property.

15 JURISDICTION

Any controversy deriving from and / or in any case connected to the interpretation and / or execution of these Conditions and the sales regulated by them will be the exclusive jurisdiction of the Court of Padua.

16 FINAL CLAUSES

16.1 Any agreement notwithstanding these Conditions, whatever its nature, will be valid only if written in writing and signed by both Parties.

16.2 Should one of the clauses of these Conditions be declared invalid or ineffective by the competent court, the contract of sale regulated by them will continue to have full effect for the part not affected by said clause, unless it is of an essential nature.

16.3 The fact that CF CHILLER FRIGORIFERI SRL does not require the strict and timely application of one of the clauses of these Conditions or leave out to exercise a right or a right recognized by them, can not in any case be configured as a general renunciation of this right or faculty .

_____, there _____

The Customer _____

The Customer declares to accept expressly, pursuant to and for the purposes of Articles. 1341 and 1342 of the Civil Code, the provisions of Articles 2 (Offers, order, confirmations - 2.3, 2.5, 2.6), 4.3, 4.5 and 4.6 (forfeiture of the term, suspension of deliveries and solve et repete), 5 (delivery - 5.1, 5.2 terms, 5.3 penalty, 5.4 loss of product ownership) 6.3 (Disclaimer), 7 (exemption from liability), 8 (retention of ownership- penalty for product transfer); 9.1 and 9.2, 9.3, 9.4 (Exclusion, forfeiture, limitation of the guarantee and exemption from liability for damages), 12 (termination of contract); 13 (Force Majeure) and 15 (Competent Court) of the Contract.

The customer _____