

General Sales Conditions

1.1 Delivery Terms

Delivery terms commence from the signing of the contract and should always be understood as indicative and not binding. Formal delivery is deemed, for all legal purposes, to have taken place ex works at Buffoli Impianti Srl, even if delivery to the Client's premises is stipulated in the contract.

1.2 Binding Nature of the Offer and Contract Finalization

The contract referred to in this offer is deemed finalized only upon Buffoli Impianti Srl's final signature or upon the positive outcome of verifications provided for by the Organizational, Control, and Management Model adopted by the Company, in compliance with Legislative Decree no. 231/01, as well as in compliance with national and international regulations concerning Restrictive Measures and Sanctions/Embargoes.

1.3 Information and Termination Clause Legislative Decree 231/01

Buffoli Impianti Srl declares to have approved the Code of Ethics and the Organizational, Management, and Control Model pursuant to Legislative Decree 231/01 and therefore informs and invites the Client company to conform its behaviors to the aforementioned regulations and to the behavioral precepts stated in its own Code of Ethics, available on the website www.buffoligroup.com, fully accepting all terms and conditions thereof. In case of serious and repeated violation of the aforementioned regulations attributable to the Client's responsibility and/or indictment and/or conviction of the latter and/or its Administrators for offenses provided for by Legislative Decree 231/01, BUFFOLI IMPIANTI S.R.L. shall have the right to terminate this contract and, in the most serious cases (including in the event of a conviction judgment rendered pursuant to Article 444 of the Criminal Procedure Code), to terminate it, with immediate effect under Article 1456 of the Civil Code, by simple written communication, without prejudice in any case to any other legal remedy, including the right to compensation for any damages suffered.

1.4 Warranty

The materials and components comprising the plant supplied by us are guaranteed for a period of 12 months from the date of shipment. For equipment purchased and used in the plant (such as pumps, rectifiers, electrical components, etc.), the warranty conditions of the respective suppliers will be recognized.

This warranty entitles you to free replacement of any defective parts within the shortest possible time, but it does not entitle you to compensation for damages caused by work interruptions or any other damage to persons or property. The parts to be repaired or replaced must be shipped, upon our request, ex works for inspection. To further reduce restoration times, it is advisable for the Client to maintain an adequate supply of spare parts purchased based on a "spare parts list" compiled by us during the plant design phases. If the intervention of our specialized personnel is required at your premises for the replacement or repair of defective parts, only the replaced materials will be at our expense, while the labor for the replacement or revision of defective parts and all other travel expenses, meals, accommodation, and travel allowance, plus travel hours from our premises to yours and back, will be borne by you and will be charged based on our tariff in force at the time of our services, attached at the end. Parts that have become defective due to the negligence of the working personnel, lack of lubrication, natural deterioration, or irrational use of machinery and tank coating, or incorrect assembly if performed by you, will not be replaced or repaired free of charge. This warranty specifically concerns electromechanical parts and excludes chemical-galvanic parts, which fall under the responsibility of those supplying you with anodes and chemical products. The warranty is void if the agreed payments are not honored.

1.5 Claims

Any complaint or report of defects does not entitle to payment suspension. Interest in our favor will accrue on sums paid late relative to the deadlines, at the prevailing bank rate.

1.6 Reservation of Ownership

In the case of installment sale of the object of this contract, the buyer acquires ownership of the item upon payment of the last agreed price installment and assumes risks from the moment of delivery. The seller reserves the right to fulfill all legal requirements for opposability against third parties under Article 1524 of the Civil Code. In the event of contract termination due to the buyer's default in payment of the agreed price installments, it is agreed that the honored installments remain acquired by the seller under Article 1526 of the Civil Code. The seller, if the factual prerequisites exist, is entitled to the privilege provided for by Article 2762 of the Civil Code and, in the event of the buyer's default in payment of the agreed installments, reserves the right to protect their rights in the legally most appropriate manner, including through an action for exact fulfillment.

1.7 Disputes

The parties expressly agree that any dispute, without exception, arising from the interpretation and execution of this contract, including actions for resolution and annulment, as well as any other connected to this contract, shall be exclusively referred to the jurisdiction of the Court of Brescia, to the exclusion of the jurisdiction of any other alternative court provided for by the procedural code under Articles 19 and 20 of the Civil Procedure Code.

1.8 Changes During Construction

BUFFOLI IMPIANTI Srl reserves the right to make, without any prior notice, during the design and construction phase, those modifications deemed necessary for the better quality of the plant itself, provided that it remains consistent with the predetermined purpose. Changes during construction requested by the Client may be implemented upon technical agreement between the parties, provided that this does not entail dimensional or cost variations. Otherwise, the modification will be quantified economically with a suitable offer.

1.9 Privacy

In accordance with Article 13 of the GDPR (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016), BUFFOLI IMPIANTI S.r.l. informs the customer that their personal data, as well as those relating to any collaborators and/or employees, collected during the signing and execution of this contract, will be processed in full compliance with the aforementioned regulations for purposes related to the aforementioned relationship and with reference to the customer privacy policy accessible at the following link www.buffoligroup.com.