



## **GENERAL TERMS AND CONDITIONS OF SALES OF ARTEN SRL**

Together with the order confirmation, the following general terms and conditions of sales discipline the sale of products by ARTEN SRL. Only these general conditions of sales must be considered binding and will prevail on any contrasting clauses contained in the general terms and conditions of purchase of the customer, which will not be effective. No modification of these general conditions will be accepted if not agreed by the two parts through a written document referring to the modifications signed by ARTEN SRL.

## **CHOICE / IDENTIFICATION OF MATERIALS**

The supply of ARTEN products occurs, for all customer and users, after the customer's indication of the materials (type of stainless steel AISI designation / type of gaskets / type of handwheels / types of accessories). The material must be defined by each customer after the sizing made by the technicians – designers of the plant according to the characteristics of the project (function – contact liquids – installation – temperature). ARTEN SRL does not identify the type of material (AISI 304/316 – Type of gasket, etc...), due to the lack of essential and relevant information for the supply. Any advisory indication supplied by ARTEN team are purely for informational purposes. The choice of the proper material must be done according to the following factors: chemical resistance of the fluid / maximum working temperature, considering the increase from friction / minimum working temperature / working pressure / resistance to use / availability. This information is of exclusive use of the designer of the plant. The materials we can supply for each product are indicated in the technical data sheets. The range of standard gaskets' materials we use is the following: NATURAL RUBBER (NR) / EPDM (EPDM) / NEO-PRENE (CR) / PERBUNAN NITRILE (NBR) / SILICONE (VMO – VMQ) / VITON (FKM). The available types of stainless steel are: AISI 304 / AISI 316.

## **CONTRACTS – ORDERS – CONFIRMATIONS**

For the execution of the order, only our written confirmations are binding, and the final supply depends on them. Any additional agreement or modification of our order confirmation must be written, and countersigned by ARTEN, on penalty of nullity.

## **ORDER CANCELLATIONS – RETURN OF GOODS**

As a rule, all the orders received by ARTEN SRL cannot be cancelled. Without prior written authorization by ARTEN SRL, no return of goods will be accepted. Any not standard product (according to our technical data sheet) or personalized product (special high of frame, drilled covers, special frames, material with welded fittings...) cannot be returned. All the return goods will be checked in our stock, and we will not accept any used/damaged or worn-out material. ARTEN, at its own discretion, may charge warehouse costs for the value of the return goods. All the authorized returns of goods must be sent to ARTEN SRL carriage free.

## **MATERIAL'S ACCEPTANCE**

The customer must check the product received within eight (8) working days from the delivery of the goods. In case of differences in quantity, defects or not conformities, the customer must send a written notice to ARTEN within 8 working days. Failure to notify within the terms constitutes irrevocable acceptance of the products and acknowledgment that the products received are in good condition and free from damage.

## **ASSEMBLY / MATCHING OF PRODUCTS**

Manwaydoors and manhole covers are sold assembled (cover / frame). Their disassembly and combination with different / not original parts may cause malfunctions due to a possible misalignment. It is responsibility of the customer / installer to guarantee that the manwaydoors and manholes would not be decoupled.



### **SHIPPING – PACKAGING**

The terms of transport (Incoterms 2020) are usually Ex Works ARTEN SRL (via campi grandi, 2 Prevalle (BS) Italy). The risk of loss is in compliance with the incoterms 2020. The dates of the availability of the material for shipment will be those indicated in the order confirmation. All the delivery dates are to be considered indicative, not binding.

The packaging will be invoiced to the customer at cost and any return will not be accepted (BANCALI EPAL 80 x 120 € 15,00 cad – BANCALI 65,5 x 50 € 7,00 cad).

In case of special pallets or special packaging needs, the specific cost will be communicated.

### **CUSTOMERS' SEMI-FINISHED GOODS – GOODS FOR ASSEMBLY – GOODS ON ACCOUNT OF REPAIR - MANUFACTURING FOR THIRD PARTIES**

In terms of material on account of processing, assembly, or repair, ARTEN SRL is liable for and up to a maximum amount that is the value of the processing carried out by ARTEN SRL. The price of the processing does not include any insurance coverage for the storage service. In the event of damage, loss or theft of goods owned by customers, as a free depositary, ARTEN SRL does not need to pay any compensation to the person entitled as established by art 1768 from the Civil Code, having carried out the custody with the diligence of a good father. As the only connoisseur of the value of the material delivered to ARTEN SRL, the customer must ensure the materials/manufactured products through an "All Risks" policy or extend the coverage of the existing policies and indicate ARTEN SRL as the depositary of the material under processing/assembly. Upon written request from the customer and as an additional service, ARTEN SRL may offer its customers a deposit with specific insurance to be reconsidered from time to time at each delivery of material or on an annual basis, depending on the material that the custom intends to deliver and deposit at ARTEE SRL's headquarters. It should be noted that, as required by current legislation, this request must be made before the onset of the risk so that ARTEN SRL can proceed with the budgeting and the possible activation of this coverage.

### **PAYMENT**

The total price of the products and services is due and payable as indicated in our order confirmations and invoices. All prices shown are in Euros.

In the event that the payment is not made within the due date, the customer will be responsible for paying default interests that will be calculated in accordance with current law, in addition to any other right and remedy of ARTEN SRL.

In case of a dispute, the buyer will not be entitled to compensation and not even to withhold a due payment.

### **RESERVED DOMAIN**

All sales are intended to be made under the reserved domain agreement until full payment of the agreed price. Title to the Products will remain to ARTEN SRL.

### **NON-COMPLIANCE OF THE CUSTOMER TOWARDS ARTEN SRL**

In addition to any other available remedy, if:

- the customer fails to pay part of the purchase price within the due date
- the customer fails to fulfil its obligations under the agreement
- the customer becomes insolvent or bankrupt or subject to a petition for the appointment of a receiver
- the customer makes an assignment agreement for the benefit of its creditors.

If ARTEN SRL reasonably believes, at its sole discretion, that the collection of the purchase price is unsafe, then the entire amount of the not yet paid purchase price becomes immediately payable at ARTEN SRL's sole discretion and, if not immediately paid, the customer shall return the products to ARTEN SRL upon its simple request and at the exclusive expense of the customer. ARTEN SRL will retain all payments of the purchase price made prior to such event as liquidated damages and not as penalties.



## **GUARANTEE**

ARTEN SRL's products are guaranteed for a period of twelve (12) months from delivery Ex Works (the "Warranty Period"), against defects in materials and workmanship.

The (limited) guarantee shall not apply if:

- a) the products are not used for the intended purposes and are not installed, used, or maintained in accordance with the installation and maintenance instructions provided by ARTEN SRL,
- b) the products show any defect resulting from causes external to the products, for example incorrect installation or the use of spare parts not supplied by ARTEN SRL,
- c) the product has been modified without the prior consent of ARTEN SRL.

ARTEN SRL's obligations deriving from this Warranty will be limited at ARTEN SRL's sole discretion to the repair and/or replacement of the defective product.

ARTEN SRL will not be responsible for the costs of removal or installation of the defective product or for the shipment of the replacement one.

If requested by ARTEN SRL, the Customer must return the defective products to ARTEN SRL (shipping to be paid by the customer) for verification and inspection of the products.

Items subject to wear and tear (for example, GASKETS / HANDWHEELS / VALVES / ACCESSORIES / WASHER / NYLON / POM-C) are excluded from this guarantee.

In the case of the sale of individual components or fittings (not the product in its entirety), the warranty is limited to the individual item purchased and does not extend beyond, other products that are not by ARTEN SRL are not covered.

Reporting of complaints for the acknowledgment of the guarantee:

The complaint must be presented immediately after the discovery of the defect and the customer must provide a detailed description of the problem. ARTEN SRL will establish as its own discretion whether the product has been correctly installed, maintained, and used. The remedy set forth in this Warranty shall be the Customer's sole and exclusive remedy for claims that arise out of or relate to the Product. The Customer waives any other right or remedy, whether in contract (breach of contract, warranty or otherwise), in tort (negligence, strict liability, misrepresentation or otherwise), in equity, under any law, rule/regulation or on any other basis.

ARTEN SRL declines any guarantee if the product has not been correctly installed, used, or maintained, or if spare parts and components that were not manufactured by ARTEN SRL have been used.

## **LIMITATION OF WARRANTY / LIABILITY**

Notwithstanding any contrary provision in this sales Contract, ARTEN SRL's liability is limited to the value of the product supplied, even when liability is the result of a breach of contract, of warranty or others. In no event shall ARTEN SRL be liable to the customer for any damages suffered, accidental or indirect, including damages deriving from non-use of the product, loss of production, loss of content of the tank/machine/plant, loss of profits or turnover or others.

## **AVAILABILITY OF USER MANUALS / INSTALLATION INSTRUCTIONS**

The User Manuals and Installation Instructions are available on the website [www.arten.it](http://www.arten.it).

In addition to scrupulously observing the installation instructions, the customer must provide the end user with the product's use and maintenance manual.

Failure to deliver the use and maintenance manual to the end user relieves ARTEN SRL of any liability for not correct, not proper and unreasonable use of the product.

## **TRADEMARK / TITLE AND RIGHT OF POSSESSION**

The Customer acknowledges ARTEN's exclusive rights, titles, and interests on its brand and all intellectual property rights of ARTEN SRL pertaining to the Product. The Customer shall not undertake any action or proceeding that could affect the intellectual property rights of ARTEN SRL and will not carry out any action that could affect the intellectual property rights of ARTEN SRL.

## **FORCE MAJEURE CLAUSES**



ARTEN SRL shall not be responsible for delays or failure to fulfil any obligation under the contract due to strikes, fires, natural events, force majeure events, embargoes, currency restrictions, wars, terrorism, epidemics, pandemics, civil riots, restrictions of import or export, shortage of materials or any other cause beyond ARTEN SRL's reasonable control, even if ARTEN SRL knew, had reason to believe, or was advised of the possibility of such an event. If the force majeure lasts more than 60 consecutive days, ARTEN SRL shall be entitled to withdraw from the contract.

### **TAXES, DUTIES AND PERMITS**

Sales tax, value added, property, use taxes, excise duties, labor taxes or any local, state or municipal taxes, duties, or surcharges, permit fees, registration and inspection fees and costs, customs clearance etc... have not been included in the purchase price. The Customer undertakes and agree to pay and/or refund ARTEN SRL for any of the above taxes, fees, or commissions.

### **WAIVER**

At any time, failure by either party to comply with any provision of the Agreement shall not be intended as a waiver of such conditions or of the party's right to enforce such conditions. All terms of the Contract are intended to be fully set forth herein and no agent, vendor or third party is authorized to bind ARTEN SRL to any agreement or warranty which are not stated in this Agreement. If any disposition of the Contract is found to be invalid or unenforceable, such provision will not be taken into account and the non-conflicting provisions of the Contract shall remain in full force and effect.

### **LEGAL DISPUTES / MEDIATION OBLIGATION**

Any dispute between the Parties that emerges from or in connection with the interpretation or execution of these conditions, which is not resolved amicably within 30 (thirty) days from the written communication of one of the Parties to the other shall be resolved through mediation, including alleged breaches.

- In particular, the parties agree that all disputes relating to these conditions, deriving from, or connected to it must be submitted to the mediation procedure pursuant to Legislative Decree no. 28/2010, as amended and supplemented, including disputes concerning the improvement, validity, effectiveness, interpretation, execution, resolution, or dissolution or however denominated of this agreement, as well as any inherent and consequent reason for the damage. They must be executed against the Obligatory Mediation Body S.r.l. (Conciliation Body registered under no. 302 of the relative register kept at the Ministry of Justice), with headquarters in Brescia, in compliance with the regulation of the aforementioned Body.

- The parties intend to agree that before appealing to the judicial authority there must be a mediation procedure in the reciprocal interest of a prompt and efficient settlement of the dispute, in thus undertaking to comply to the aforementioned mediation procedure, which shall be introduced by the more diligent party. The parties mutually acknowledge that failure to adhere to the aforementioned mediation procedure, as bilaterally agreed above, constitutes a serious breach of this contract ex art. 1455 Civil Code.

- If the dispute is not reconciled following the outcome of the mediation, the parties shall be free to appeal to the judicial authority. Any dispute shall be the responsibility of the Court of Brescia. The party that prevails in any dispute shall be entitled to reimbursement of legal costs and expenses from the other party.

### **ENTIRE AGREEMENT**

The Contract represents the entire agreement between ARTEN SRL, and the Customer and it replaces all previous negotiations, declarations, or agreements, both express and implied. The contract can only be modified with a written act signed by ARTEN SRL and the Customer. These general terms and conditions of sale prevail over any other conditions or clauses formulated by the buyer party.