

G.I. INDUSTRIAL HOLDING SpA  
 Via G. Agnelli, 7 • 33053 Latisana (UD) • Italy  
 C.F. 02410240242 - P.IVA IT01982510305 - R.I. 148459/97 (UD)  
 AEE IT18080000010638 - REA 201884 CCIAA (UD) - MECC. UD 023904  
 Tel. +39 0432 823011 • Fax +39 0432 773855  
 www.gind.it • info@gind.it

**GENERAL TERMS AND CONDITIONS OF SALE**  
 (valid and effective unless otherwise regulated by separate common agreement)

**1. Scope.**

The present General Terms and Conditions of Sale, unless differently written agreed, regulate the actual and future sale contracts between G.I. INDUSTRIAL HOLDING S.p.A. (Manufacturer) and the Purchaser (which is defined at order) of the products specified on each single order contract. Any general condition of the Purchaser shall not be applied.

**2. Delivery.**

The purchased products shall be ordinary delivered directly to Purchaser or to its carrier, shipping agent or representative at the Manufacturer's premises, unless otherwise agreed upon. The delivery may be suspended until the Purchaser has duly paid all its debts which are payable and overdue on the delivery date. Partial deliveries are always allowed.

The delivery is considered as fully performed at the G.I. INDUSTRIAL HOLDING S.p.A. premises, although the shipment is arranged by G.I. INDUSTRIAL HOLDING S.p.A. on Purchaser's request and prior agreement with G.I. INDUSTRIAL HOLDING S.p.A.

**3. Preparation terms.**

The preparation terms of the products are to be considered as estimates and in the event of a delay in deliveries, G.I. INDUSTRIAL HOLDING S.p.A. will in any case promptly notify the Purchaser in written indicating the new expected preparation term. The preparation term is valid only if confirmed in written by G.I. INDUSTRIAL HOLDING S.p.A. in the communication defined *goods readiness confirmation* (GRC) that confirms the date when the products are ready for collection and the related loading address at one of the Manufacturer's plants or warehouses (including those of third parties).

**4. Invoicing. Logistic costs.**

After 10 (ten) calendar days from the preparation term (as stated in the GRC) without the Purchaser having collected the products, G.I. INDUSTRIAL HOLDING S.p.A. will have the right to proceed with the invoicing.

If the Purchaser does not collect the goods even within 30 (thirty) calendar days from the preparation term (as stated in the GRC) – in addition to what is stated in the above paragraph – G.I. INDUSTRIAL HOLDING S.p.A. will charge the Purchaser for the following logistics costs:

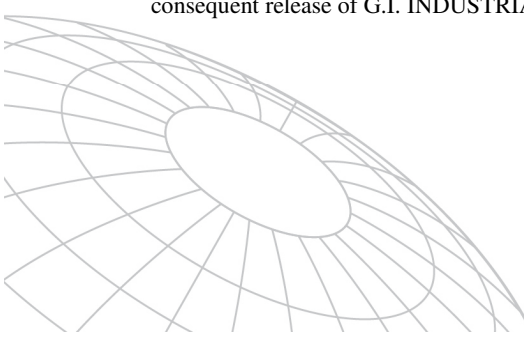
Product type	Fixed logistic costs	Storage costs per week
air handling unit	€ 150,00 per section	0,5%
units < 50 kW	€ 150,00 per unit	0,3%
units from 51 to 200 kW	€ 300,00 per unit	0,3%
units > 201 kW	€ 500,00 per unit	0,3%

In addition to the here above-mentioned fixed logistics costs, G.I. INDUSTRIAL HOLDING S.p.A. will charge the Purchaser the storage costs equal to indicated percentage on the NET value of the goods, calculated per every week or part of week of delayed collection.

The Purchaser acknowledges and accepts that:

- G.I. INDUSTRIAL HOLDING S.p.A. has the right to transfer the goods to external warehouses (including those of third parties),
- The logistics costs will be charged according to the payment conditions agreed with G.I. INDUSTRIAL HOLDING S.p.A. at the order.

In all above-mentioned cases, except in the case of fraud and/or gross negligence by G.I. INDUSTRIAL HOLDING S.p.A., any risk of custody and/or connected to the transport of the products will remain the exclusive responsibility of the Purchaser, with the consequent release of G.I. INDUSTRIAL HOLDING S.p.A. from any liability in this regard.



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#### **5. Penalty.**

The orders will be considered as binding for the Purchaser while they are mandatory for G.I. INDUSTRIAL HOLDING S.p.A. only if the order confirmation is signed by the Purchaser for acceptance.

For any charge or addition applied to the ordered items, the revised order confirmation must be also signed by the Purchaser for acceptance.

The confirmed orders can be cancelled only after written approval of G.I. INDUSTRIAL HOLDING S.p.A.

The withdrawal of a confirmed order requires the payment of a penalty equal to 30% (thirty X100) of the purchase price.

No withdrawal of a confirmed order will be ever accepted if the products are under logistic and/or manufacturing process.

#### **6. Late payments.**

The Italian Law in force with reference to the late payments in commercial transactions (Legislative Decree 231/02) will be applied.

If the Purchaser is not compliant with the obligations arising out from the present General Terms and Conditions of Sale or with whatsoever applicable Law or provision, then the Manufacturer will be entitled to suspend or postpone the performance of its own obligations under this agreement, including the warranty and service support.

Payments shall be duly addressed to the Manufacturer registered office, according to the terms and conditions set forth in the relevant invoices. Payment addressed to agents/sales representatives or intermediaries is not releasing.

#### **7. Technical norms.**

Given that G.I. INDUSTRIAL HOLDING S.p.A. complies with the technical norms and the European legislation relevant for the specifications of the products, the Purchaser accepts the risks of any non-compliance between the European norms and those valid in the country of destination.

The supply of the products will be governed by the technical specifications defined in writing at the time of the conclusion of the order contract.

#### **8. Price. Responsibility disclaimer.**

The price of the products – except as indicated in the following paragraph – is only that indicated by G.I. INDUSTRIAL HOLDING S.p.A. and accepted in the order confirmation. Unless otherwise indicated, the price refers to the products only and is exclusive of any applicable value added tax, duties and others.

The Purchaser acknowledges that G.I. INDUSTRIAL HOLDING S.p.A. may modify the product's prices in the event of an increase in production costs, raw materials and components and/or any other extraordinary circumstance, or in any case unforeseeable at the time of order confirmation, which determines an increase in the production costs, if this event occurs in the period between the order confirmation and the day coinciding with the middle of the period between the aforementioned confirmation date and the date of *goods ready for collection* (set out at art. 3.).

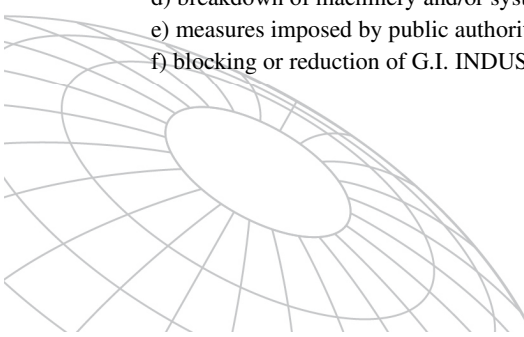
For the determination of such day, the reference will be made to calendar days, with possible approximation to the following day.

In such cases, the price increase will be proportional to these costs increase.

In any case, G.I. INDUSTRIAL HOLDING S.p.A. may withdraw from the Contract and/or terminate it if the increase is such as to compromise the profitability of the order itself (intended as the absence of a positive difference between the confirmed price and the production costs), making it no longer convenient to proceed with the execution of the Contract; in this case G.I. INDUSTRIAL HOLDING S.p.A. will only be required to return to the Purchaser the eventual sums paid by the latter in relation to the contract, with the exclusion of any further claims and/or entitlements by the Purchaser himself.

G.I. INDUSTRIAL HOLDING S.p.A. in any case, will not be held responsible for non-delivery or delays attributable to events beyond its control - defined by way of example and not limited to – the following events and circumstances:

- a) inadequate and/or inaccurate data and technical specifications and/or delays in the transmission of data necessary to produce the products,
- b) strikes and lockouts involving G.I. INDUSTRIAL HOLDING S.p.A. or its suppliers, where they are not of a merely corporate nature,
- c) proven delays by suppliers and/or shippers,
- d) breakdown of machinery and/or systems, whatever the cause,
- e) measures imposed by public authorities,
- f) blocking or reduction of G.I. INDUSTRIAL HOLDING S.p.A. supplies of energy and/or raw materials.



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## **9. Force Majeure.**

Should G.I. INDUSTRIAL HOLDING S.p.A. not be able to fulfil the delivery (full or partial) of the goods due to Force Majeure, G.I. INDUSTRIAL HOLDING S.p.A. will promptly inform the Purchaser; the delivery will therefore be considered as suspended within the limits of the impediment caused by the Force Majeure and for the entire period of its duration. If the impediment persists more than 45 (forty-five) days, G.I. INDUSTRIAL HOLDING S.p.A. keeps the right to break down the contract, giving back to the Purchaser the advanced payments, if any; in that case, the Purchaser has no right for any damage compensation.

Force Majeure are considered all events which are reasonably not controllable by G.I. INDUSTRIAL HOLDING S.p.A. including, but not limited to, strike, industrial action, transport inhibition, war, fire, governmental or administration deed, etc, as per ICC Publication No. 421.

## **10. Warranty.**

### **10.1. Validity**

G.I. INDUSTRIAL HOLDING S.p.A. is subject to the legal warranty provided by the Italian Civil Code for vices and defects in the sale agreement with non-Consumer Purchaser (12 months). If the Purchaser is a Consumer, the Manufacturer is subject to the legal warranty provided for by the Italian Consumer Code for non-conformity (24 months).

The duration of the warranty starts from the delivery date, duly evidenced by a document having fiscal validity (invoice, receipt, CMR and bill of lading).

The spare parts will be considered under warranty conditions if only the vice, defect or non-conformity is due to the Manufacturer responsibility and if recognised as defective in accordance with the non-negotiable judgment of G.I. INDUSTRIAL HOLDING S.p.A. If the replacement is carried out by the Manufacturer, labour, travelling and accommodation costs of the technician involved will be separately invoiced to the Purchaser.

Any form of indemnity or compensation for direct or indirect damages are excluded.

Defective material which is replaced under the terms of warranty remains the property of G.I. INDUSTRIAL HOLDING S.p.A. which can claim for the return of the part in any moment in the following 6 (six) months after the replacement.

After that period, the Purchaser will be responsible for it and takes charge eventually for reparation, sale or demolition.

### **10.2. Claims**

The Purchaser assumes the responsibility to check the merchandise at the moment of consignment. Any claim, including those concerning shipping, must be forwarded in writing and arrive to G.I. INDUSTRIAL HOLDING S.p.A. within 8 (eight) days from the receipt of the material as shown on shipping documents. Hidden defects in the material must be reported in writing within 8 (eight) days from their discovery.

### **10.3. Installation**

Installation must be properly carried out in compliance with applicable laws and standards and refer to the manual for installation, use and maintenance provided with the units. The warranty does not cover instances where proper working practices and the provisions of the manual of installation, use and maintenance have not been complied with.

### **10.4. Testing**

Prior to shipping all units are tested or subjected to quality checks at the Manufacturer's plant aimed at ensuring compliance with the order, with the exception of evaporating and condensing units. These units, due to their technical features, are subjected to all tests carried out on the other units, except for the functional testing of the compressors.

All tests carried out at the production plants of the Manufacturer shall be considered as accepted.

Should pre-shipment inspections or any other specific tests be required, these must be agreed with G.I. INDUSTRIAL HOLDING S.p.A. before the order and are at Purchaser's charges.

Any work made necessary by:

- incorrect installation,
- incorrect use of the products,
- use in excess of the established limits,
- problems serving from user systems,
- problems with the supply of electrical energy,
- disservices caused by components in the user system,
- tampering,
- refrigerant charge (not foreseen in factory) for the units with two split sections,

are considered as not being covered by the warranty.

### **10.5. Exclusions and limitations of the warranty**

G.I. INDUSTRIAL HOLDING S.p.A. reserves the right to suspend or permanently cancel the period of warranty should the Purchaser fail to fulfil its contractual obligations. The following are not covered by any form of warranty:

- mechanical parts subject to normal wear (drive belts, gaskets, etc.)
- expendable materials (oil, refrigerant gas, etc.)

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- failures caused by external electrical short circuits or lighting,
- freezing of the evaporators or coils due to lack of water circulation in the system or failure to drain it when not in use,
- improperly installed units, not in compliance with the layout rules,
- incorrect use of the unit,
- tampering with safety devices and parts,
- poor maintenance or total lack thereof,
- corrosion effects,
- split system malfunction due to combinations between indoor and outdoor units differently performed than as specified in the related documentation.

#### **11. Operating procedure for the spare parts.**

The following is the procedure to be applied if spare parts are required:

- The Purchaser requires the G.I. INDUSTRIAL HOLDING S.p.A. Service Department ([service@gind.it](mailto:service@gind.it)) for the needed spare parts. The Purchaser shall provide the serial number of the applicable unit; if not available, the purchase invoice reference number shall be provided.
- G.I. INDUSTRIAL HOLDING S.p.A. Service Department checks whether the units in question are covered by warranty and then proceeds in one of the following ways:

#### **-FOR UNITS STILL COVERED BY WARRANTY-**

- G.I. INDUSTRIAL HOLDING S.p.A. Service Department opens an order for the specified part,
- The Purchaser received an order confirmation with indication of the relevant price,
- The part is delivered at G.I. INDUSTRIAL HOLDING S.p.A. premises and collected at Purchaser's expenses,
- The order is invoiced with payment conditions as previously agreed with G.I. INDUSTRIAL HOLDING S.p.A.
- The Purchaser at its own expenses returns the defect part, only if requested by G.I. INDUSTRIAL HOLDING S.p.A. Service Department,
- After G.I. INDUSTRIAL HOLDING S.p.A. Service Department has received the part and/or analysed it and acknowledged that it is defective, issues a credit note that fully covers the above-mentioned invoice.
- Exceptions: in the event of the supply of very low value material, or for which the return of the defective part is not requested, the delivery takes place at the expense of G.I. INDUSTRIAL HOLDING S.p.A. and with the shipping documents stating "account for replacement under warranty"; in this case the Purchaser will not receive a dedicated order confirmation but a separate written notification specifying the price of the spare part delivered.

#### **-FOR UNITS NO LONGER COVERED BY WARRANTY-**

- G.I. INDUSTRIAL HOLDING S.p.A. Service Department issues an offer for the requested part,
- The Purchaser sends the official order to G.I. INDUSTRIAL HOLDING S.p.A. Service Department ([service@gind.it](mailto:service@gind.it))
- G.I. INDUSTRIAL HOLDING S.p.A. Service Department opens an order for the specified part,
- The Purchaser receives an order confirmation indicating the price,
- The order is invoiced with payment conditions as previously agreed with G.I. INDUSTRIAL HOLDING S.p.A.

#### **12. Documentation.**

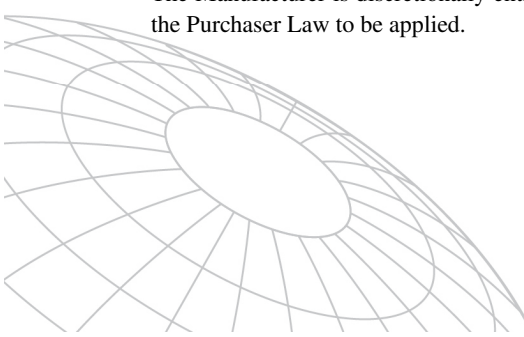
On board of each unit must be the installation, use and maintenance manual. This document must not be removed or tampered for any reason whatsoever.

Technical drawings, technical data and catalogues are subject to modification by G.I. INDUSTRIAL HOLDING S.p.A. with no requirement for advance notice.

#### **13. Competent jurisdiction.**

All controversies arising out of the agreed terms in the present document will be submitted to the Court of Udine (Italy) which will decide according to the Italian Law (with the exclusion of the Law of conflicts).

The Manufacturer is discretionally entitled to bring or carry its legal action in front of the Purchaser competent Court and to request the Purchaser Law to be applied.



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**14. Protection of personal data.**

G.I. INDUSTRIAL HOLDING S.p.A. will process the personal data of Purchaser according to the definition contained in the European Regulation 679/2016 (GDPR) and as stated on the website [www.gind.it](http://www.gind.it). The Purchaser gives express consent to such processing.

**15. Code of Ethics.**

The Purchaser declares to comply, within the scope of its business and commercial activities, as well as in relations with third parties, with what is established and reported in the G.I. INDUSTRIAL HOLDING S.p.A. Code of Ethics available on the website [www.gind.it](http://www.gind.it) which the Purchaser declares to have read, understood and accepted.

**16. Confidentiality.**

The Purchaser shall not use and/or disclose to third parties, for purposes other than the execution of this order contract, any industrial, commercial or entrepreneurial secrets, as well as any other technical information of a confidential nature, even if not expressly qualified as such, relating to Products of G.I. INDUSTRIAL HOLDING S.p.A. and its corporate organization, of which it has become aware by virtue of the execution of the order contract.

The PURCHASER

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The Purchaser declares, pursuant to articles 1341 and 1342 of the Italian civil code, to have carefully read and expressly approve the content of each of the following clauses:

- Art. 1 Scope
- Art. 3 Preparation terms
- Art. 4 Invoicing, Logistic costs
- Art. 5 Penalty
- Art. 6 Late payments
- Art. 7 Technical norms
- Art. 10 Warranty
- Art. 15 Code of Ethics

The PURCHASER

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