



PROGRAM

GENERAL TERMS AND CONDITIONS OF SALE AND SERVICE

This document establishes the terms of sale and service, including through its online channels, of the TECNICAPOMPE brand, owned by Procibus – Tecnologie S.r.l., for the design and marketing of its products.

By finalizing the commercial agreement, the customer fully accepts these general terms and conditions of sale. Likewise, and depending on the scope of application, the customer and users agree to use the services offered by the TECNICAPOMPE brand as set forth in the following clauses.

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0 PREMISE AND SCOPE

0.1

The present General Terms and Conditions of Sale apply to all supplies of products, services and goods related to the services provided by Procibus-Tecnologie Srl (hereafter "**Procibus**") in relation to the brand **TECNICAPOMPE** (hereafter "**Tecnicapompe**"), through its sales channels, including sales through its online platforms and only for the relationship between Procibus and its customers, with particular exclusion of all general or particular conditions set by the customer, unless Procibus accepts them explicitly and in writing.

1 ORDER CONFIRMATION

1.1

The contract of sale shall be concluded only after its acceptance by Procibus, materialised either by an order confirmation or by a delivery document replacing or accompanying the order confirmation. All clauses or particular conditions of purchase appearing on the customer's order that are contrary to the present conditions shall be considered null and void. In the case of an order by means of an online platform, the sales contract is concluded when the customer, having selected one or more products to purchase by saving them in their virtual shopping cart, checks out and then books these products. The booking transaction entails the customer's acceptance of these General Terms and Conditions in their entirety.

1.2

The Customer is obliged to check that Procibus' acceptance corresponds to the offer and to immediately notify Procibus of any discrepancies between offer and acceptance, otherwise Procibus' acceptance shall be binding on the Customer.

1.3

In the event of total or partial cancellation of an order in progress by the customer, amounts will be charged as follows:

- > 15% of the net price of the products for cancellations made up to seven working days before delivery.
- > 25% of the net price of the products for cancellations made between seven and five working days before delivery.
- > 50% of the net price of the products for cancellations made within five working days before the delivery date, if the material has not already been dispatched.

In the event of total or partial cancellation of the order for materials en route or already at their destination, the conditions set out in Article 4.2 shall apply. In the event of requests to postpone the delivery date, from the date of the original delivery the order may no longer be cancelled, the materials may not be returned and shall be duly and fully invoiced.

2 INFORMATION AND TECHNICAL ADVICE FROM PROCIBUS

2.1

The technical information contained in the technical documents and on the online platforms is of an indicative and non-binding nature, Procibus reserves the right to change it at any time and without prior notice.

2.2

If the parties conclude an agreement based on the technical opinion of Procibus, such opinion shall be deemed to be rendered solely with respect to the scope of Procibus' business, and based on the know-how and knowledge of Procibus at the time the opinion is rendered and based on the information provided by the customer.

2.3

Procibus shall not be held liable for any information and/or opinions of a technical nature provided to the Client on products and services either prior to, during or subsequent to the conclusion of any agreement, whether directly or indirectly.

PRODUCT SUPPLY REGULATION

3 PRODUCT INSPECTIONS AND CONFORMITY

3.1

All products are inspected and tested before shipment from the production site. Procibus will provide customers with factory test certificates only upon express request. If the test itself is the result of a laboratory analysis or performed outside the production site, Procibus may charge a fee to the customer. Such certificates attest that the products have been manufactured in accordance with Tecnicapompe's technical specifications and internal good manufacturing practice with positive results.

4 SHIPMENTS AND DELIVERY TERMS

4.1

The Customer shall provide Procibus with all the technical and formal details necessary for the correct execution of the contract and/or supply, Procibus shall then proceed to make the delivery to the place and according to the times agreed in writing. If the purchase is made through the online platform, the customer is required to verify the correspondence of the addresses provided. Procibus is not liable for any incorrect delivery addresses provided by the customer in the platform.

4.2

If the customer refuses to take delivery of the products, in whole or in part, on the delivery date agreed between the Parties, the customer shall be obliged to pay the full price of the products as if they had been delivered, without prejudice to Procibus' right to charge the customer for the costs of transport and storage of the goods, as well as compensation for greater damages.

4.3

In the event that the Order Confirmation includes installation work at the customer's premises or at the place of final delivery, the customer shall not be able to oppose any exception for any suspension and subsequent resumption of the work of positioning, installation and testing of the goods supplied in relation to technical and production requirements of the goods indicated in the Order Confirmation. In this case, the deadline for completion of the aforementioned work shall be automatically extended by a duration equal to the period of suspension.

4.4

Due to the availability of products, Procibus may make partial deliveries of the same.

In the event that Procibus is unable to deliver the goods, or the purchaser is unable to collect the goods according to the terms indicated in the Order Confirmation for reasons not attributable to Procibus (e.g. suspensions, delays on the construction site, unavailability of space, or for other causes attributable to the customer) Procibus, following the communication of "Goods Ready", shall proceed with the simultaneous invoicing of the goods, and the customer shall proceed with the payment schedule according to contractual agreements. The materials will be temporarily stored inside/outside at Procibus premises without additional charges for a maximum limit of 30 days except for handling and warehouse management costs. After this period, all handling and further storage charges will be borne by the customer with a daily charge (calendar days) of EUR 10.00 (ten Euros) for each individual item.

5 VERIFICATION OF GOODS

5.1

The Customer shall check the condition of the goods upon receipt and ensure that the products received correspond to those described in the Order Confirmation, notifying Procibus in writing of the existence of any non-conformities in the supply, within and no later than a peremptory term of 8 days, under penalty of forfeiture of any right to claim.

6 TRANSFER OF OWNERSHIP AND RISKS

6.1

Procibus shall retain ownership of the products until it has received full payment, only then shall ownership of the products pass to the customer. In the event of insolvency of the customer, Procibus shall be entitled to take back the products at the customer's expense. This retention of ownership does not affect the passing of risk.

6.2

The passing of risk shall take place at the time of delivery of the products to the agreed place of delivery, unless it is agreed that the customer shall collect the goods from Procibus, in which case, the passing of risk shall take place at the time of delivery of the goods to the carrier and/or a person appointed by the customer and/or the customer. These conditions also apply to products supplied for the use of a service.

6.3

If the products are delivered together with the services, and temporarily stored on the customer's/end user's site until installation (without Procibus being present on the site), the risk of the products shall pass to the customer when the products reach the agreed site or delivery location. Procibus disclaims all liability in respect of goods in temporary storage at the customer's premises.

REGULATION OF SERVICE PROVISION

7 TIMES AND METHODS OF SERVICE PROVISION

7.1

Procibus shall perform the Services in a professional and competent manner, at the agreed place and time, with the provision of such means (i.e. goods, labour and services) as are deemed necessary and at the prevailing rates provided that all technical details and formalities relating to the performance of the

Agreement have been made available to Procibus by the Customer, and shall undertake to comply with all health and safety rules and regulations of the Customer and any other reasonable safety requirements applicable at the Customer's premises and which the Customer has notified Procibus of.

7.2

Procibus carries out its services during normal working hours and in accordance with Procibus's policy at the time of execution and delivery (weekends and national holidays are not part of normal working hours). The parties may agree for Procibus to operate outside normal working hours, billing such hours at Procibus' applicable rates. Services based on the web platform are available outside working hours and subject to technical problems for which Procibus is not responsible. Orders placed via the web platform will be handled by Procibus staff during normal working hours.

7.3

Clause 4.2 shall apply if the customer doesn't take delivery of the services or part thereof as agreed.

7.4

Procibus reserves the unchallengeable right to subcontract one or more of its obligations under the Contract without the prior consent of the Customer. In this case Procibus shall be solely responsible to the Client for the activity performed by the subcontractor.

8 OBLIGATIONS INCUMBENT ON THE CLIENT

8.1

The Client and, where relevant, its customers and/or end-customers, is obliged to

- Cooperate with Procibus in all matters relating to the provision of the Services;
- Provide Procibus and its operators with access to premises where equipment is installed and other facilities as reasonably necessary for the provision of the Services;
- Provide adequate lighting, heating, electricity, ventilation and cleaning in accordance with Procibus' reasonable requirements;
- Provide Procibus with the documents, information, tools and materials required by Procibus for the proper provision of the Services and ensure that such equipment is accurate in all material respects and in good working order;
- Adequately prepare the premises where services are to be provided, ensuring the identification, monitoring, removal and disposal of any hazardous materials in accordance with applicable laws, before and during the performance of services
- Inform Procibus of all health and safety rules and regulations and any other reasonable safety requirements applicable at the customer's premises;
- Obtain and maintain all necessary permits, authorisations, licences, approvals and consents and comply with all relevant regulations that enable Procibus to provide the services at the client's premises and use the required equipment;
- Ensures that the customer is the rightful owner of any equipment or system to be serviced; and
- Insofar as it may interfere with the provision of services, not provide or grant access to any third party to any equipment or system to be serviced or dismantled.

9 PRICES, PAYMENT TERMS AND INVOICING

9.1

Prices for products and services shall be those stated by Procibus in the relevant Contract or Order Confirmation.

9.2

Procibus reserves the right to change the list prices of products and services at any time, without prior notice. If a price is changed after receipt of the Customer's order, Procibus reserves the right, at its discretion, to apply the price change to the Customer, cancelling the order if the Customer does not accept the price change applied, with the sole obligation to return any advance payments, with the express exclusion of any further request and claim by the Customer for any reason whatsoever.

9.3

For the supply of goods, Procibus shall invoice the customer in accordance with the terms set out in the contract or Order Confirmation. For goods or services purchased through the web platform, unless otherwise agreed, payment shall be in advance and shall be made at the same time as the booking according to the payment method chosen. If a payment method is chosen after the booking has been sent, the customer shall be given a maximum of 5 days to make the payment, failing which the booking shall be cancelled and the amount paid shall be refunded if the payment is made after the deadline, with the express exclusion of any further request and claim by the customer for any reason whatsoever.

9.4

Unless otherwise agreed, and with respect to the provision of services, Procibus shall invoice the Customer upon delivery/performance of the service. The Customer shall pay Procibus as indicated in the cost summary on the relevant service invoice, in each case within the terms agreed with Procibus.

9.5

Failure on the part of the Customer, even in the case of omission of a single payment by the due date, may result in withdrawal from the contract by Procibus, which may retain any advances or deposits paid. Under no circumstances will the customer be allowed to suspend or delay payments, not even in the event of a dispute, claim or controversy.

9.6

Procibus reserves the right, at its sole discretion, to subordinate the delivery of further supplies to the provision of suitable forms of payment guarantee; or suspend delivery of further supplies until the customer has paid the balance of the amount due.

9.7

Prices do not include VAT or taxes of any other kind, which shall be borne by the purchaser. For invoices of less than EUR 100, EUR 20.00 shall be charged for miscellaneous handling charges.

10 WARRANTY

COMMERCIAL WARRANTY

10.1

Goods and services provided by Procibus are covered as per law by a commercial warranty in the event of defects or faults.

10.2

The warranty does not cover: ordinary wear and tear; use of the products for applications for which they are not intended; installation of the products in an environment unsuitable for them; modifications, alterations or repairs to the products or services carried out by the customer or a third party; non-compliance with the installation, use and maintenance instructions provided by Procibus, (e.g. use of any Tecnicapompe product outside its specifications) or maintenance not in accordance with the service manual or good technical practice; use of defective or unsuitable auxiliary equipment in conjunction with the products or services; use of spare parts of poor quality or otherwise not original to Tecnicapompe; accidental or intentional damage or misuse of the products or services by the customer or a third party.

WARRANTY PERIOD

10.3

The guarantee period is stated in the commercial offer of the product or in the relevant sales sheet on the online platform. Unless stated otherwise and unless otherwise agreed, the guarantee period is 12 months from the date of delivery.

10.4

In the event of repair of defects, the warranty period for the product and services as such shall remain the same after remedy, however:

- if part of a product is repaired or replaced, the warranty period relating to such repaired/replaced parts shall again be equal to the original life time of the product, and where not specified, equal to 12 months from the date of repair or replacement, and in the latter case provided that the 12-month period does not expire before the expiry of the initial warranty period established for the product,
- if the entire product as such (e.g. a pump) is replaced, a new warranty period of 12 months from the date of manufacture of the replaced product shall apply.

Notwithstanding the above, the Warranty Period shall not exceed a total of 60 months from the production date indicated on the nameplate of the first product delivered, whether or not the customer has acquired an extension of the Warranty Period.

ELIMINATION OF DEFECTS

10.5

The Guarantee only entails the supply or repair free of charge by Procibus of the faulty goods and/or parts recognised as defective, according to stock availability and within the technical time normally required during normal working hours, without any right to compensation for damage.

10.6

-> The place and method of repair work will be defined by Procibus together with the customer according to the goods to be repaired: If the products are located at a place other than the original place of delivery of the products, the Customer shall be responsible for all expenses and costs related to the transport of the products and any travel and transfer of Procibus personnel, from the place where the products were delivered and the place where the products are located.

All expenses and costs relating to the eventual uninstallation and reinstallation of the products shall be borne by the Customer, as well as the expenses and costs of transport of the products and of travel and relocation of Procibus personnel, from the Procibus site to the place of delivery of the products.

Any costs incurred by Procibus as a result of waits determined by the Customer shall be borne by the Customer.

If, following diagnosis/verification by Procibus, it emerges that the repaired or replaced product is free of defects, all expenses and costs relating to such intervention, including all transport and travel costs, shall be charged exclusively to the Customer. Procibus shall charge the Customer for such costs and expenses calculated on the basis of the rates in force.

10.7

Unless requested by Procibus, the product alleged to be defective must not be disassembled or tampered with prior to repair. Violation by the customer shall result in the irreparable forfeiture of the commercial guarantee.

10.8

Procibus reserves the right to refuse to remedy the defectiveness of a product and/or part of it, if this results or may result in damage to the environment and/or to property and persons.

10.9

Procibus shall only be liable for damage resulting from the lack of conformity of products (contractual or non-contractual), and in any case shall not exceed the total value of the Delivery Confirmation. The liability of Procibus shall always be excluded in the cases indicated in paragraph 18. and 10.2. For anything not provided for in this Article 11.1, product liability remains the sole responsibility of the Customer.

11 LIMITATION OF LIABILITY

11.1

Procibus is only liable for damages resulting from the lack of conformity of products (contractual or non-contractual), and in any case cannot exceed the total value of the Delivery Confirmation. The liability of Procibus shall always be excluded in the cases indicated in paragraph 17. and 10.2. For anything not provided for in this article 11.1, the responsibility for the product shall remain the sole responsibility of the Customer. Furthermore, Procibus shall in no case be liable for any advance estimates of damages, penalties and similar contractual liabilities imposed on the Customer by third parties.

12 INDEMNIFIES

12.1

The Customer shall hold Procibus harmless and indemnified against any and all claims, demands, damages, expenses, costs including legal and arbitration costs, damages, actions and litigation undertaken and advanced by third parties against Procibus, for whatever reason, in relation to the Contract, the use or purchase by companies and the Customer of products and services, except only where Procibus has caused such losses by acting with wilful misconduct or gross negligence.

13 INTELLECTUAL PROPERTY

13.1

All documentation made available by Procibus to the Customer for the execution of the Order, or to third parties and containing commercial, technical and design information, shall remain the exclusive property of Procibus. The Customer and third party organisations shall use the products and documentation, undertaking not to violate any of the intellectual property rights of either Procibus or third parties.

13.2

In no event does this document or any further document or contract related thereto imply the transfer or assignment of any intellectual property rights relating to the technical documentation, products, services, software or any tangible and intangible intellectual property provided or made available by Procibus to the Customer or third party organisations.

14 CONFIDENTIALITY

14.1

Il cliente ed i suoi collaboratori (la parte ricevente), si impegnano a mantenere strettamente confidenziali e a non copiare o distribuire a terzi le informazioni fornite o rese disponibili da Procibus o di cui il cliente è venuto a conoscenza in maniera accidentale, quali documenti a carattere tecnico e commerciale, così come le specifiche, i prezzi, le invenzioni, i processi, le iniziative e tutte le altre informazioni riguardanti l'attività di Procibus. Il cliente o la parte ricevente non utilizzerà le informazioni riservate di Procibus per scopi diversi dall'adempimento agli obblighi derivanti dal Contratto, ivi compreso, non decodificare/decompilare i prodotti e qualsiasi software connesso a prodotti e servizi. Il cliente e la Parte ricevente, su previa approvazione di Procibus, può divulgare le informazioni riservate solo ai propri collaboratori che necessitino di apprendere tali informazioni per adempiere al Contratto e garantisce che anche tali soggetti, ai quali si estende la validità del presente articolo 17, rispettino gli obblighi di riservatezza di cui al presente articolo.

The Customer and its collaborators (the receiving party), undertake to keep strictly confidential and not to copy or distribute to third parties any information provided or made available by Procibus or of which the Customer has become aware incidentally, such as documents of a technical and commercial nature, as well as specifications, prices, inventions, processes, initiatives and all other information relating to Procibus' business. The Customer or the Receiving Party shall not use Procibus' confidential information for any purpose other than the performance of its obligations under the Contract, including, but not limited to, decoding/decompiling products and any software related to products and services. The Customer and the Receiving Party, with the prior approval of Procibus, may only disclose the Confidential Information to its employees who need to learn such information in order to fulfil the Contract and shall ensure that such persons, to whom the validity of this Article 17 extends, also comply with the confidentiality obligations set out in this Article.

14.2

The obligations under this Article 14 and 15 shall apply as from the performance of the Contract, or during the use of the services offered by Procibus through its web platforms, at any time.

15 DRAWINGS AND DESCRIPTIONS

15.1

All information regarding weight, dimensions, capacity, headroom, prices, technical data and any other data to be found in catalogues, brochures, circular letters, advertisements, pictures and price lists are merely indicative.

15.2

Drawings, technical specifications and any other documents supplied by Procibus shall remain the property of Procibus and shall not be copied, reproduced, transmitted or in any other way communicated to third parties without the prior written permission of Procibus. The customer shall be in possession of the drawings and technical specifications necessary exclusively for the correct installation, start-up, commissioning and maintenance of the products. The customer shall treat such documents, including related data, confidentially.

16 CHANGES

16.1

Procibus reserves the right to modify the products and services where this is necessary to comply with legal regulations or safety requirements, or which do not adversely affect the nature or quality of the products and services. Should Procibus require further changes, the Customer shall be obliged to give its consent without delay.

17 MAJOR FORCE

17.1

Neither party shall be deemed to be in breach of the Contract or liable for any delay, or failure to perform, any of its obligations under the Contract if such delay or failure is caused by any impediment beyond its reasonable control ("Force Majeure"). In the event of Force Majeure, the parties agree to suspend the obligations of the party concerned until the Force Majeure situation has ceased.

17.2

Subject to applicable mandatory provisions of law, either party may terminate the Agreement with immediate effect upon notice to the other party if the force majeure situation continues for a period of 6 consecutive months. In the event of termination due to such circumstances, neither party shall be liable to the other for such termination. However, such termination shall not affect any pre-existing liabilities or claims or any other provisions of the Contract.

18 PERSONAL DATA

18.1

Procibus shall process and store all personal data obtained as a result of the performance of the Contract, in full compliance with applicable data protection laws. The customer is invited to read the information on the processing of personal data available on the website www.procibustec.com and www.tecnicapompe.com.

19 MISCELLANY

19.1

The Contract may not be transferred to third parties, in whole or in part, by the customer, without the prior written consent of Procibus.

19.2

The products shall be provided with the relevant nameplate bearing one or more trademarks owned by Procibus (Tecnicapompe, TAD, OptimoMix) and bearing the distinctive signs of Procibus. The customer shall not have the right to use the other party's name, trademark, logos or other distinctive signs or symbols of Procibus without the prior consent of Procibus.

19.3

Procibus' commercial offers are valid for a period of 30 days from the date of issue, unless Procibus has specified otherwise in the offer. Procibus reserves the right to change the quotations before the expiry of the validity period if the Customer has not yet placed a purchase order.

19.4

Procibus reserves the right to correct typographical, clerical or other errors or omissions in sales material, quotations, price lists, order confirmations, invoices or other documents or information issued by Procibus, at any time and without implying any liability on Procibus.

20 EXPORT CONTROLS AND INTERNATIONAL SANCTIONS

20.1

Any and all deliveries of products and services under the Contract are subject to the export controls and economic and trade sanctions regulations in force, including such regulations enforced by the European Union or similar economic entities.

20.2

Any and all deliveries of products and services to the Customer are subject to the Customer complying with all applicable export control and international sanctions laws, and applying in its organisation procedures for compliance and control with such rules.

20.3

Procibus reserves the right to cancel or postpone delivery of Contract Goods and Services where it is or may potentially be prohibited, blocked or restricted by reason of an export control or international sanction. In such cases Procibus shall not be liable for any claim, demand or damage, whether direct or indirect.

20.4

order to enable the Authorities and/or Procibus to carry out checks on the Customer's compliance with export control and international and trade sanctions regulations, or in support of Procibus' requests to the relevant authorities in connection with the export and/or sale of the products and/or services under the Contract, the Customer shall - at the request of Procibus - provide without delay all information relating to the final recipient, the parties involved in the supply, particular destinations and the specific intended use of the products and services.

21 APPLICABLE LAW AND PLACE OF JURISDICTION

21.1

For anything not expressly provided for in the Contract and in these general terms and conditions, Italian law shall apply exclusively. Any controversy or conflict arising out of or in connection with the Contract or its formation (including disputes and claims of a non-contractual nature) shall be subject to and dealt with

in accordance with Italian law, without reference to conflicts of laws or principles that might imply the application of the law of another country.

21.2

The Court of Vicenza shall have exclusive jurisdiction over any dispute that may arise between the parties in relation to the interpretation and/or execution of this contract.

22 CODE OF ETHICS AND ADMINISTRATIVE LIABILITY AS LEGISLATIVE DECREE NO. 231/2001

22.1

The Costumer declares that he/she has read, knows and respects the rules contained in the "Organisation, Management and Control Model" ex legislative decree no. 231/2001 and the relative Code of Conduct adopted by the company Procibus - Tecnologie S.r.l., which can be found on the website www.procibustec.com or www.tecnicapompe.com at the appropriate link, undertaking to extend this obligation also to its collaborators.

22.2

Failure to comply with the provisions contained in these documents shall be deemed a breach of contract and, in cases deemed more serious, Procibus reserves the right to terminate the Contract in accordance with and to the effects of Article 1456 of the Civil Code, without prejudice to the right to compensation for damages.

22.3

The Client undertakes, in the case of the start of penal proceedings and/or in the case of a final sentence for offences referred to in Legislative Decree No. 231/2001, to give immediate written notice to the company Procibus - Tecnologie S.r.l., which reserves as of now the right to terminate the Contract in accordance with and to the effects of Article 1353 of the Italian Civil Code.