

GENERAL TERMS OF SALE CV. REV. 02 ED. 03/2021

1. General principles

These terms are the only binding conditions and annul and replace all and any other printed or hand-written document referred to or cited in request of offers and/or orders. These terms can be modified or varied only by special written conditions preliminary agreed with us.

Only the terms of sale specified in this document are therefore considered valid for the performance of the order, unless differently indicated in the Order Acknowledgement issued by WTK S.r.l.

The offers of WTK S.r.l. are non-binding and subject to change. The orders are valid only if made by writing and shall be deemed accepted only after dispatch of the Order Acknowledgement by WTK S.r.l.

Any variations requested by the Client, communicated after the Order Acknowledgement, will be subject to evaluation by WTK S.r.l. which can accept or reject said modifications. Any modification made for valuable consideration will be agreed with the Client and ratified in the Order Acknowledgement.

WTK S.r.l. maintains the right of ownership over the supply until full payment of the price as agreed in the Order Acknowledgement.

The Client will provide safe-keeping of the supply and will adopt all provisions necessary to prevent impairment of the right of ownership of WTK S.r.l.

2. Product characteristics

Any information or data on the characteristics and/or specifications of the products contained in leaflets, price lists, catalogues or similar documents are indicative and not binding.

WTK S.r.l. reserves the right to make any modification to the Products which, without altering the essential characteristics thereof, may be necessary or appropriate.

3. Drawings and technical documentation

In the absence of indications to the contrary, the WTK S.r.l. products are provided with Declaration of Conformity in accordance with the European Directive applicable to the product and with instructions for installation and use.

Drawings, material certificates, test reports and any other documentation not provided for by the current legislation are supplied by WTK S.r.l. only if defined and agreed at the order stage and indicated in the Order Acknowledgement. If requests are made after receipt of the order, WTK S.r.l. reserves the right not to supply said documentation.

WTK S.r.l. reserves the right to charge for the cost of preparation or retrieval of the documentation requested by the Client.



4. Prices and payments

Unless agreed otherwise, the sale price is established in the Order Acknowledgement and is indicated in Euro per unit of product. The price is always net of V.A.T. and, unless agreed otherwise, net of any transport costs.

Unless otherwise agreed in writing, the payment terms are specified in the Order Acknowledgement.

Failure to observe the terms of payment agreed will determine the annulment of any discount applied to the Client with relation to the payment itself and, on the sum due, the right to charge interests on delayed payment at the legal rate, calculated in accordance with the provisions of the Legislative Decree no. 231 of 2002, without the need for official declaration of default.

Unless agreed otherwise, the price is fixed, through to the delivery date established in the agreement. If, for reasons not attributable to WTK S.r.l., the delivery date is extended, WTK S.r.l. reserves the right to apply any price increases that may have occurred in the meantime, in addition to any storage and warehousing costs to which charges of 0.50 euro/m2/day of surface occupied, including perimeter buffer zone, will be applied.

5. Warranty

The warranty on the WTK S.r.l. products runs for 12 months of operations within max. 18 month period from the date of invoice. WTK S.r.l. guarantees absence of faults and defects in manufacturing and materials of its products for the duration of the warranty indicated in this document.

This warranty does not apply to any defect, fault or damage caused by inappropriate use or inadequate maintenance and care. WTK S.r.l. will not be obliged to provide service under warranty for the repair of damage resulting from action taken by other personnel not authorised by WTK S.r.l.

On pain of nullity of the warranty, the Client shall communicate in writing the faults or defects by and no later than 10 (ten) days from receipt of the Products at the Client's premises or other place indicated by the latter or, in the case of latent faults and/or defects, by and no later than 10 (ten) days from the discovery thereof and in any case by and no later than 18 months from delivery of the Products (invoice date). In this case, the burden of proof of the date of discovery will lie with the Client.

If, during the warranty period, any defects in the Product are objectively found to exist and are recognised in writing by WTK S.r.l., the latter will provide free of charge for repair or, at its discretion, replacement of the faulty Products, with delivery Ex Works – Incoterms® ICC 2020 at the premises of WTK S.r.l. (ITALY), unless otherwise agreed between the parties.

WTK S.r.l. guarantees that the Products are manufactured in compliance with the Italian laws and community regulations in force at the date of issue of the Order Acknowledgement by WTK S.r.l.

WTK S.r.l. will not be liable vis-à-vis the Client (without prejudice to application of the Presidential Act 224/1988, concerning liability for damage due to faulty products), wrongly or rightly, for any damage or unforeseen event, direct, indirect, accidental or consequent upon stoppage of the equipment/plant for the period necessary for repair of the Product.

The warranty does not apply in the case of faults and/or defects connected with the following causes:

- 1 natural wear and deterioration;
- 2 repairs or modifications not authorised in writing by WTK S.r.l.;
- 3 inappropriate use and application of the Product;
- 4 excessive thermal stress, also occasional, of the Product;
- 5 excessive electrical or mechanical stress of the Product;
- 6 failure to observe the functional and environmental parameters indicated by WTK S.r.l. for correct use and operation of the Product;
- 7 installation and maintenance of the Product not complying with the directions contained in the technical and maintenance specifications / instructions provided by WTK S.r.l.;
- 8 any other cause attributable to negligence of the Client.

The warranty and all liability of WTK S.r.l. for use of the Product is excluded in the event of:

- 9 any non-conformity of the Products with laws and/or regulations in force at the place where the Products are installed and/or assembled by the Client and/or in the place of final use of the Products, if the Client has not explicitly requested conformity of the Products with said laws and/or regulations. The Client shall inform WTK

S.r.l. of the contents of said laws and/or regulations at the time of the order and in any case prior to issue of the Order Acknowledgement by WTK S.r.l.

- 10 This limitation applies also with reference to specific regulations in force (at the time of issue of the Order Acknowledgement) in European Union Member States if applicable autonomously with respect to the community regulations in force at the date of the Order Acknowledgement issued by WTK S.r.l.
- 11 In the event of any non-conformity of the Products with Italian and/or foreign laws and/or regulations which come into effect after the date of transmission of the Order Acknowledgement by WTK S.r.l.

The Client shall not sell or market Products not complying with the laws and/or regulations in force in the country in which the Products are installed. In the event of failure to observe said requirement, the Client will exempt WTK S.r.l. from all liability for any damage and/or loss sustained by the same as a result of objections, raised in Court or out of Court, by any third party or by a public authority as a consequence of the manufacture by WTK S.r.l. of products not conforming with the above-mentioned laws and/or regulations.

6. Shipment and packaging

The goods travel with standard packaging, unless specifically agreed otherwise in writing and/or indicated in the Order Acknowledgement.

The standard packaging must be intended as “pallet” for Italy and “crate” or “case” for shipments outside Italy. The cost of the standard packaging is included in the sale price unless otherwise agreed in writing.

The delivery term is to be intended as Ex Works – Incoterms® ICC 2020 at the premises of WTK S.r.l. (Italy), as indicated in the Order Acknowledgement of WTK S.r.l., unless differently agreed by writing.

Delivery, in accordance with art. 1510 Civil Code, is Ex works- Incoterms® ICC 2020 WTK S.r.l. (Italy) and carried out upon remittance of the goods to the Client, carrier or forwarding agent; the supply risk is transferred to the Client as from the date of delivery, although WTK S.r.l. reserves ownership thereof, even if transport is provided by WTK S.r.l.

7. Impediments due to force majeure

If, due to causes not attributable to WTK S.r.l., the latter is temporarily or permanently unable to carry out the delivery due to force majeure (e.g. earthquakes, strikes, lock-outs, lack of means of transport, orders of the authorities, floods, pandemic etc.) WTK S.r.l. will be relieved of its delivery obligations for the entire duration of the impediment and for all the time during which the effects thereof continue and of all damage compensation obligations due to delay vis-à-vis the Client. WTK S.r.l. will promptly inform the Client of the occurrence of such an impediment and will be entitled to terminate the supply relationship.

8. Termination of the agreement and/or suspension of deliveries

If one of the conditions established for the supply is not observed, even only partly, or if variations of any kind occur in the company name, in the organization or commercial capacity of the Client, and in the event of ascertained difficulty in payments by the Client, also vis-à-vis third parties, WTK S.r.l. will be entitled to suspend the deliveries, also in the case of confirmed orders.

9. Complaints and contestations

The Client can return products which are faulty and/or require checking to WTK S.r.l. only after receiving specific authorisation for return of the Product deemed faulty. The Client is required to provide WTK S.r.l. with all the documentation requested by WTK S.r.l. useful for analysis and verification of the fault notified.

In the event of notification of a fault with subsequent return of the Product, a label must be affixed on the Product container, with a brief description of the defects encountered. To speed up the product return operations, the name and telephone number of the reference person and the full address should also be provided. Unless otherwise agreed in writing between the parties, all the additional costs in relation to replacement and/or repair operations will be at the expense and risk of the Client.

Liability and expenses for transport and/or for any insurance coverage for returning the products to the facility providing the warranty service will be sustained by the Client. In the case of shipment by post, rail or carrier, the original packaging must be used. Damages due to transport and negligence are not covered by the warranty.

Any contestation concerning a part of the supply will not affect the payment of the goods received and not contested within the specified time; those contestations will not constitute a cause for the annulment of orders still to be cleared by WTK S.r.l.

10. Information in accordance with EU Regulation 2016/679 (GDPR)

The personal data of the Client will be processed exclusively for the purposes of fulfilment of the agreement, accounting, invoicing, credit management and to meet the obligations established by the provisions of the civil and fiscal laws.



The Client is entitled to request updating, correction or cancellation of the data at any time via a written request, also by fax.

11. Applicable law and competent court of jurisdiction

Any issue concerning the Sale Agreement of the Seller which is explicitly or implicitly regulated by these General Terms of Sale or by any specific conditions agreed between the contracting parties will be regulated by the United Nations Convention on the International Sale of Goods (Convention of Vienna, 1980) and by the Italian law for those issues not governed by said Convention.

Any dispute arising from the Sale Agreement or connected therewith, or in relation to the Products, will be referred exclusively to the Court of Vicenza (Italy); notwithstanding the aforementioned provision, however, WTK S.r.l. is always entitled to refer the dispute to the Judge competent for the area in which the Client has its head office. The dispute will be discussed in Italian and/or English language.

12. Final clauses

Any amendments or additions to these General Terms of Sale will not be effective unless made in writing.

Any partial or total invalidity of one clause of these General Terms of Sale will not entail the invalidity of the entire clause or of said General Terms of Sale.

