



## SAMI INSTRUMENTS S.r.l.

Via Botte, 8  
 35011 Reschigliano di Campodarsego (Pd)  
 Phone: +39 049 9201939  
 Fax :+39 049 9217549  
 Web Site: [www.samivalves.com](http://www.samivalves.com)  
 E-mail: [info@samivalves.com](mailto:info@samivalves.com)

### Sami Instruments S.r.l. – GENERAL SALES CONDITIONS

#### **DEFINITIONS**

**Company:** Sami Instruments S.r.l.

**Customer:** anyone (person, firm, company) who purchases Goods from the Company

**Contract:** any contract between the Company and the Customer for the sale and purchase of Goods

**Goods:** any goods or part of them agreed in the Contract to be supplied to the Customer by the Company

#### **BASIS AND APPLICATION OF CONDITIONS**

The Contract shall be governed by the present Sales Conditions unless expressly agreed in writing and signed on behalf of the Company by a person authorized for that purpose.

The Company's offers are not irrevocable. No order from the Customer shall be binding upon the Company until the Customer has received from the Company an appropriate acknowledgement of order on the Company's printed form, which shall constitute the Company's acceptance of the order.

Each order or acceptance of a quotation by the Customer from the Company implies the acceptance of the present general Sales conditions that the Customer declares to know.

#### **PRICES**

The Company reserves the right to change any quoted prices and payment conditions upon previous notice.

When one of the agreed conditions of the supply is not respected, even partially, by the Customer, or when variations are made in the commercial capacity of the Customer, or also in case of confirmed difficulty in payments, even against third parties, the Company is allowed to suspend any further deliveries or to cancel the Contract, except in the case that a suitable guarantee is given.

Unless otherwise agreed in writing, the Goods are delivered by the Company on "ex-works" basis. The Goods are at risk of the Customer from the time of delivery.

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**DELIVERIES**

The delivery terms are intended to be estimated only and shall not be binding for the Company.

The time of delivery shall not be of the essence.

**TERMS OF PAYMENT**

The time of payment shall be of the essence.

Payment must be made within the due date even in the case of late arrival or of partial or total loss during the transport for causes not attributable to the Company, or in the case where Goods are made available to the Customer at the Company's premises and the Customer does not collect them.

If the price or any part thereof remains unpaid after the due date for payment, the amount unpaid shall bear interest at the rate set according to the EC regulations.

**COMPLAINTS, GUARANTEE, EXCLUSION OF LIABILITY**

The Customer shall inspect the Goods immediately on delivery. Any difference concerning the quantity or the type of Goods supplied compared to the order shall be notified in writing to the Company within 8 days from the delivery of the Goods; otherwise, the Goods shall be conclusively presumed to have been accepted by the Customer.

Any Goods which are, or which become defective within 24 months from the delivery date or 12 months from the installation date by reason of faulty materials or workmanship may either be replaced by the Company or the price paid for the Goods refunded, at the sole discretion of the Company. The Goods shall be returned to the Company at the Customers expenses for inspection before any replacement or refund is issued. If the Goods are identified as faulty in the reasonable opinion of the Company, the Company shall pay for its own inspection costs.

The Customer is in any case not allowed to return any goods to the Company without its prior agreement. The transport charges and delivery duties to return the goods will be paid by the Customer.

No complaint regarding quality can be invoked in court, even as an exception, if the regular payment of the Goods to which the claim refers has not taken place.

Any complaints about the quality of the goods shall be notified in writing to the Company within 8 days from the occurrence or the discovery of the defect, and in any case within 24 months of delivery.

As far as permitted by law, the Company shall have no liability for any loss of profit, loss of revenue, indirect or consequential damages and the Customer shall have no other remedies except as set forth herein.



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Any guarantee shall only apply if:

- the defect is proved to be caused by faulty materials or workmanship;
- the Customer has notified in writing the Company of the defect within the 8 days of the occurrence or discovery of the defect;
- the Customer makes no further use of the Goods after giving such notice;

The defect shall not arise because the Customer failed to follow the Company's instruction as to storage, installation, use or maintenance of the Goods; or the Customer does not alter or repair such Goods without the written consent of the Company.

The Customer acknowledges that products and technical data purchased or received under these terms and conditions may be subject to export control laws and regulations of the European Union.

The Customer is responsible for compliance with all applicable export control laws and regulations.

The Customer declares that they are not purchasing to export, re-export, or transfer indirectly or directly any product:

- Either to an embargoed/terrorist supporting country, including without limitation to Cuba, Iran, North Korea, Syria, Sudan, or any other such country as determined by the UE and ONU commission;
- To a person or entity barred by the UE and ONU on export activity lists, including without limitation to persons or entities on the UE Regulation n. 267/2012;
- To any destination for a prohibited end use.

If the Customer sells the products to the subjects or in the countries mentioned above, Sami Instruments Srl does not provide any warranty or support.

The same applies to uses different from those for which the products were originally designed and constructed.

The Customer will defend and hold Sami Instruments Srl harmless against all claims, damages or liability resulting from breach of the foregoing.

The guarantee does not apply in case of use or installation does not comply with the technical specifications provided, tampering, modification of the product or serial number.

Products distributed from Sami Instruments Srl's distribution center in Europe are subject to control under the European Union (EU) Council Regulation No. 428/2009 and their export or intra-EU transfer may also be subject to additional licensing requirements under European Union Council Regulation No. 428/2009 and its implementing regulations.

### **DISPUTES**

*All the disputes shall be subject to the Italian law. The parties hereto submit to the exclusive jurisdiction of the Tribunale di Padova / Court of Padua (Italy).*