



3S Saldature Speciali Segrate S.r.l.

Sede 1 Via Bari, 8 – 20060 Trezzano Rosa (Mi) - Italia

Sede 2 Via Tiziano, 12/14 – 20040 Cambiagio (Mi) - Italia

Sede Legale: Via Podgora, 12b – 20122 Milano (Mi) - Italia

Codice fiscale e partita iva 02979530157 - Sito www.3stc.it



GENERAL TERMS AND CONDITIONS OF SUPPLY

Valid for all transactions and orders received from 01/01/2019 by
3S Saldature Speciali Segrate Srl, Via Bari no. 8, 20060 Trezzano Rosa (Mi), Italy - VAT No. 02979530157
hereinafter also referred to as the "Supplier".

1. Applicability

The following conditions apply to all products manufactured by the Supplier. Any changes and any specific agreements, of different content from the following general conditions, must be examined and accepted in writing by the Supplier, and are limited to the order for which they have been agreed.

2. Terms and conditions of delivery

Delivery terms, where not expressly indicated as mandatory, are always indicative. The Supplier shall operate in accordance with the delivery date indicated on the order confirmations sent to the Customer. If the Customer has signed a contract that provides for penalties in case of delay, related to the supply covered by the order, it will notify this circumstance when defining the order. In this case, the order must also expressly state: "Mandatory Deadline."

3. Warranty

The duration of the warranty is 12 months of operation or 18 months after notice of goods ready for shipment.

The warranty includes manufacturing defects and defective materials. The Supplier uses, for the construction of its products, high quality materials, suitable for the purpose for which they are used and in compliance with European Standards, or extra-European standards if expressly requested.

In addition, each exchanger is designed according to the European Pressure Equipment Directive 2014/68/EU.

The materials are covered by the "Product Liability" Insurance Policy.

The warranty will automatically expire if even one of the following warnings is not complied with:

- All notes in the Installation and Maintenance Manual must have been observed.
- The product must have been used correctly, i.e. used only for the purpose for which it was designed.
- The design operating conditions have been respected.
- The product has not been modified, repaired, disassembled or altered without written permission from the Supplier.
- The product does not show signs of damage or weakening by corrosion.
- The faults report was made within 8 days from when they have been noticed.
- The Customer has the obligation to return to the Supplier, at its own expense, the products deemed defective, upon express and justified request of the supplier.
- Complaints are valid only within the contractual warranty period.
- The warranty conditions apply only if the Customer has fulfilled its obligations under the contract and the law, in particular those relating to payment.



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4. Complaints

The Customer acknowledges that it has carefully examined the technical, functional and aesthetic characteristics of the products ordered and considers them suitable for use. It also undertakes not to make any changes to the product and to respect the correct method of use. In case of construction fault or non-conformity of the materials used (to be reported in any case within 8 days from when the fault is noticed), the Customer must give written notice to the Supplier, providing all the information necessary to understand the nature of the problem indicated and which reasons may have caused it (e.g. provide a drawing of the equipment, date of start-up, production cycles, etc.).

The Supplier undertakes to reply within 4 working days of receiving the information. If the remote analysis of the problem proves insufficient, the Supplier may decide to send one of its technicians to the site. In this case, the Customer must ensure that the product is accessible and ready for inspection or repair. If necessary, the product must be removed in advance from the equipment in which it is installed. If, after the inspection, the Supplier considers that a repair on site is not possible, the Customer must, at its own expense, send the defective product to the Supplier's workshop or to another place designated by the Supplier.

The Supplier undertakes to resolve the problems encountered as quickly as possible, and with the least expense. The Supplier reserves the right to recall all the defective products, and in particular those whose malfunction is caused by unclear reasons.

5. Supplier's liability.

With the exception of cases of fraud or gross negligence, in no case the Supplier will be liable for damage to persons or property resulting from the use of the product supplied. The liability does not extend to indirect, unforeseeable damages and in any case outside the hypothesis for which the warranty can cover the product.

The Supplier's economic responsibility can never be higher than the cost for repairing the defective product or the cost of a new replacement product, whichever is of lower amount, plus the cost of standard transport to the Customer's plant, if located in Europe. The Supplier, at its sole discretion, will decide whether to repair or replace the defective product. The Supplier is not obliged to bear the costs of product disassembly or assembly, as well as the costs of travel, service or work of third parties. The Supplier's liability excludes compensation for damage to property or personal injury, as well as any loss of profit or other costs of any other nature.

The Supplier's liability limitations are a consequence of the fact that the Supplier does not know the application in which the products will be used, where they will be installed and what could be the consequences of their malfunctioning.

Most problems can be avoided, and the intervention costs can be drastically reduced, by specifying and paying attention to two fundamental aspects:

- 1 - Access to the equipment and place where the product is installed.
- 2 - The operating life of the products supplied is extremely variable, but normally shorter than the life of the equipment in which they are installed.

For this reason it is absolutely essential to provide sufficient space for their easy replacement.

If this simple provision is not complied with, the Supplier reserves the right to decline every liability for consequences and related costs.

The Customer must point out/indicate, already from the offer phase, if the product supplied will be working in particular and non-standard conditions (e.g. aggressive elements in the air; installation at an altitude higher than 600 m a.s.l., etc.), or if its malfunction could cause considerable damage/disruption.

The Supplier is entitled to subject the product to specific tests, based on the information provided by the Customer. If the Customer fails to provide such information, it will be responsible for all possible consequences.

6. Place of jurisdiction and applicable law.

In case of dispute between the parties, the Court of Milan shall have exclusive jurisdiction. The relationship is governed by the Italian law and in particular, for everything not specifically provided for in these general conditions, by the Italian Civil Code.



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7. Duration and content of the warranty on repairs.

The repairs (and not the product) carried out under warranty are covered by the same warranty that covers the product to which they refer, with effect from the date on which the repair operation was completed.

Repairs under warranty may cover cosmetic damage, and in some cases slightly modify the technical characteristics. The Customer may not, however, request the replacement of the product, except in those cases where the repair operations would significantly alter the performance of the product.

End.