



# GENERAL SALE CONDITIONS

# 2022

VALID FROM 01/01/2022

---

## GENERAL SALES CONDITIONS 2022 VALID FROM 1° JANUARY 2022

---

THESE GENERAL SALES CONDITIONS ARE VALID FROM 1ST JANUARY 2021 FOR ALL SALES.

THESE GENERAL CONDITIONS OF SALE (HEREINAFTER REFERRED TO AS "GCS") MAY BE UPDATED AND/OR MODIFIED AT ANY TIME BY TECNOSYSTEMI S.P.A. (HEREINAFTER REFERRED TO AS "TECNOSYSTEMI") BY GIVING SPECIFIC WRITTEN COMMUNICATION OR BY WEB AND PRECISELY ON THE PAGES OF THE SITE [WWW.TECNOSYSTEMI.COM](http://WWW.TECNOSYSTEMI.COM)

THE FOLLOWING SALE CONDITIONS ARE PART OF THE CONTRACTS (PURCHASE ORDERS) SIGNED BY THE CUSTOMERS AND TECNOSYSTEMI.

THESE GENERAL SALE CONDITIONS ARE VALID FOR ALL ORDERS EVEN IF THEY ARE NOT EXPRESSLY STATED.

BY PLACING AND CONFIRMING THE ORDER TO TECNOSYSTEMI, THE CUSTOMER UNCONDITIONALLY AND WHOLLY ACCEPTS THE "GCS" IN FORCE.

### 1. CATALOGUE

WITH THE AIM OF IMPROVING THE TECHNICAL AND COMMERCIAL COMMUNICATION, TECNOSYSTEMI S.P.A. RESERVES THE RIGHT TO MODIFY AND/OR REPLACE, AT ANY TIME AND WITHOUT NOTICE, IMAGES, TEXT AND TECHNICAL SPECIFICATIONS IN THE CATALOGUE AND ON THE WEBSITE, WHICH MUST HOWEVER BE INTENDED FOR INFORMATIONAL PURPOSES ONLY.

### 2. ORDERS AND PRICES

2.1 THE ORDER IS INTENDED AS COMPLETED AND HENCE THE SALE CONCLUDED:

**A) WHEN THE CUSTOMER RECEIVES WRITTEN CONFIRMATION FROM TECNOSYSTEMI** IF THE ORDER CONFIRMATION COMPLIES WITH THE TERMS AND CONDITIONS INDICATED IN THE ACTUAL ORDER;

**B) ANY REQUESTS FOR CHANGES OR CANCELLATIONS MUST BE RECEIVED WITHIN 1 WORKING DAY OF DESPATCH OF THE ORDER CONFIRMATION.** BEYOND THAT POINT THE ORDER WILL BE CONSIDERED AS CONFIRMED AND PROCESSED ACCORDINGLY.

**C) WHEN THE PRODUCTS ARE DELIVERED TO THE CUSTOMER IF THE CUSTOMER** DOES NOT RECEIVE A WRITTEN CONFIRMATION FROM TECNOSYSTEMI

2.2 THE ORDER WILL BE ACCEPTED ONLY IF THE MINIMUM QUANTITIES AND PACKAGES INDICATED ON THE CATALOGUE AND WEB SITE ARE MET.

2.3 THE ORDER MUST HAVE A MINIMUM VALUE EQUAL TO **€ 500.00 (FIVE HUNDRED/00)** EXCLUDING VAT (UNLESS OTHERWISE APPROVED IN WRITING). FOR LESSER AMOUNTS, THE COST OF INVOICING WILL BE CHARGED FOR **€ 20.00 (TWENTY/00)**.

2.4 THE PRICES ARE WITHOUT VAT AND ARE THE ONES INDICATED IN THE TECNOSYSTEMI PRICE LIST IN FORCE AT THE TIME OF THE RECEIPT OF THE ORDER.

2.5 TECNOSYSTEMI RESERVES THE RIGHT TO CHANGE THE PRICE INDICATED IN THE PRICE LIST UNILATERALLY, WITHOUT PRIOR NOTICE AND WITH IMMEDIATE EFFECT. IN ANY CASE, THE PRICE ON THE PROFORMA / ORDER CONFIRMATION SENT BY TECNOSYSTEMI SHALL PREVAIL.

2.6 THE PRICE REFERS TO THE UNIT OF MEASURE (U.M.) INDICATED IN THE COLUMN "UNIT PRICE" (E.G.: PC, M) AND IS INTENDED FOR THE PRODUCT DELIVERED FROM TECNOSYSTEMI PREMISE. IT DOES NOT INCLUDE ADDITIONAL BENEFITS AND FEES (SUCH AS PACKAGING, TRANSPORT COSTS OR OTHER ADDITIONAL SERVICES).

### 3. CANCELLATION AND CHANGES TO THE ORDER

3.1 CANCELLATION REQUESTS OR CHANGES TO THE ORDER SHOULD BE SPECIFIED OFFICIALLY IN WRITING ONLY, **INCLUDING MOTIVATIONS, AND MUST BE DELIVERED, WITHOUT FAIL, WITHIN 24 HOURS OF SUBMITTING THE ACTUAL ORDER;** OTHERWISE, THEY WILL NOT BE ACCEPTED.

3.2 THE ORDER, THE PROFORMA INVOICE AND THE ORDER CONFIRMATION ACCEPTED BY THE CUSTOMER CONCERNING NON-STANDARD AND/OR CUSTOMISED ARTICLES CANNOT UNDERGO VARIATIONS OR BE CANCELLED. IN THE EVENT OF CANCELLATION, HOWEVER, TECNOSYSTEMI WILL AUTOMATICALLY PROCEED EX OFFICIO AND CHARGE THE CUSTOMER FOR ALL THE MATERIAL ORDERED.

### 4. TOLERANCES

4.1 FOR ALL THE ARTICLES HAVING A TECHNICAL DATA SHEETS, TOLERANCES OF +/- 10% ARE INTENDED AS ACCEPTED.

### 5. TRANSPORT AND TRANSFER OF RISK

5.1 THE GOODS ARE DELIVERED TO THE CUSTOMER AT HIS PREMISES. THE TRANSFER OF RISK TAKES PLACE WHEN GOODS ARE PICKED UP BY CARRIER. THE GOODS ALWAYS TRAVEL ACCORDING TO THE INCOTERM AGREED ON THE PROFORMA INVOICE AND / OR ORDER CONFIRMATION. WITHOUT ANY PRECISE INDICATIONS BY THE CUSTOMER, THE GOODS WILL BE SHIPPED WITH THE MOST SUITABLE CARRIER CHOSEN BY TECNOSYSTEMI WITH NO ASSUMPTION OF RESPONSIBILITY FOR THE DELIVERY, THAT IS INTENDED TO ALL EFFECTS AS CARRIED OUT BY THE CUSTOMER. IN THE EVENT OF A DELAY IN DELIVERY, CAUSED BY TECNOSYSTEMI, FOR A PERIOD UP TO 30 DAYS, THE CUSTOMER DOES NOT HAVE THE RIGHT TO REFUSE THE DELIVERY OR TO REQUEST THE TERMINATION OF THE CONTRACT AND/OR THE COMPENSATION FOR ANY DIRECT OR INDIRECT DAMAGE. IF THE DELAY IN DELIVERY EXCEEDS THE TIME LIMIT OF 30 DAYS, THE CUSTOMER HAS THE RIGHT TO REQUEST, BY REGISTERED LETTER, THE CANCELLATION OF THE ORDER AND THE REPAYMENT OF ANY ADVANCES THAT MAY HAVE BEEN PAID. IF THE DELIVERY CANNOT BE MADE BY THE CARRIER BECAUSE OF THE ABSENCE OF THE RECIPIENT, **THE LATTER MUST CONTACT THE CARRIER WITHIN 24 HOURS OR CAN BE CHARGED WITH ANY STORAGE COSTS/STOPOVERS REGARDLESS OF THE TYPE OF DELIVERY.**

SPECIAL CASES:

5.2 NO DESTINATION CHANGES ARE ALLOWED ON SUPPLIES ALREADY COLLECTED BY THE CARRIER. ALL SPECIAL CASES MAY

ONLY BE HANDLED IN WRITTEN FORM ON DUE TIME, ANY RELATED COSTS ARE BORNE BY THE CUSTOMER.

5.3 THE USE OF A TAIL LIFT AND/OR SPECIAL MEANS OF TRANSPORT WILL BE MANAGED ONLY ON EXPRESS WRITTEN REQUEST BY THE CUSTOMER, THE RELATED COSTS ARE BORNE BY THE CUSTOMER.

5.4 IN THE EVENT OF A REQUEST OF "MANDATORY DELIVERY" OR WITH "PRIORITY" SERVICE, THE INCREASE OF THE TRANSPORT COSTS WILL BE BORNE BY THE CUSTOMER.

5.5 IN THE EVENT OF A REQUEST OF "NOTIFICATION BY PHONE", A SURCHARGE AMOUNTING TO € 5,00 (FIVE) WILL BE ENTIRELY BORNE BY THE CUSTOMER.

## 6. DELIVERY TIMES

THE SHIPPING DATE CORRESPONDS TO THE DAY THE GOODS LEAVE TECNOSYSTEMI'S WAREHOUSE. DELIVERY TIMES ARE APPROXIMATE. ANY DELIVERY DELAY CANNOT RISE TO CLAIMS FOR DAMAGES, OR PARTIAL OR TOTAL REDUCTIONS OF THE ORDER. HINDRANCES CAUSED BY FORCE MAJEURE, SUCH AS: STRIKES, FIRES, LACK OF RAW MATERIALS, POWER CUTS, ETC. EXONERATE TECNOSYSTEMI FROM THE OBLIGATION TO COMPLY WITH DELIVERY TIMES AND THE CUSTOMER DOES NOT HAVE THE RIGHT TO CLAIM ANY PENALTIES.

### 6.1 THE DELIVERY TIMES OF TECNOSYSTEMI ARE:

- APPROXIMATELY **5 WORKING DAYS FROM THE DATE OF RECEIPT OF THE ORDER**, EXCEPT FOR DIFFERENT CASES FOR WHICH THE DELIVERY WILL BE COMMUNICATED ON THE ORDER CONFIRMATION BY TECNOSYSTEMI;

6.2 FOR ORDERS WITH **ADVANCE PAYMENT**, THE DELIVERY TIMES ALWAYS START FROM THE DATE OF PAYMENT OF THE BANK TRANSFER ON THE CURRENT ACCOUNT.

**6.3 IF THE GOODS ORDERED ARE NOT COLLECTED WITHIN THE AGREED PERIOD AND NOTIFIED BY TECNOSYSTEMI IN WRITING, THEY WILL BE DELIVERED EX OFFICIO AND INVOICED WITH COSTS AND RISKS TO BE BORNE BY THE CUSTOMER, UNLESS THERE IS CLEAR COMMUNICATION BY THE CUSTOMER AND SUBSEQUENT ACCEPTANCE BY TECNOSYSTEMI.**

## 7. PAYMENTS

PAYMENTS ARE ONLY VALID IF THEY ARE MADE ACCORDING TO THE TERMS AND WITHIN THE TIME LIMITS PREVIOUSLY AGREED FOR EACH INDIVIDUAL CONTRACT (ORDER). NO EXCEPTION IS ALLOWED WITH RESPECT TO THE CONDITIONS AGREED.

7.1 FAILURE TO PAY UNDER THE AGREED TERMS AUTOMATICALLY AUTHORISES TECNOSYSTEMI TO CHARGE INTEREST ON ARREARS PURSUANT TO ART. 1224 OF THE ITALIAN CIVIL CODE.

7.2 IN THE EVENT OF LATE PAYMENTS EXCEEDING 30 CALENDAR DAYS, **TECNOSYSTEMI** HAS THE RIGHT TO SUSPEND IMMEDIATELY ANY SUPPLY, EVEN IF DEPENDING ON OTHER CONTRACTS WITH THE SAME CUSTOMER, WITHOUT ANY CLAIM FOR DAMAGES BY THE CUSTOMER. ALL COSTS, CHARGES AND COMMISSIONS INCURRED BY **TECNOSYSTEMI** DUE TO OUTSTANDING PAYMENTS AND/OR CLAIMS WILL BE FULLY BORNE BY THE CUSTOMER/DEBTOR.

7.3 ANY COMPLAINTS RELATING TO THE PRODUCT AND/OR THE DELIVERY OF THE PRODUCT DO NOT ENTITLE THE CUSTOMER TO SUSPEND PAYMENT.

7.4 SPECIAL CASES:

- ADVANCE PAYMENT: EVEN IF NOT PREVIOUSLY AGREED, ADVANCE PAYMENT WILL BE DEEMED TO BE APPLIED IN THE FOLLOWING CASES:
  - ORDERS WHICH REQUIRE MANUFACTURE OF CUSTOMISED PRODUCTS, MADE-TO-MEASURE MOUNTINGS AND STRUCTURES.

## 8. RETENTION OF OWNERSHIP

TECNOSYSTEMI RETAINS THE OWNERSHIP OF GOODS UNTIL PAYMENT IN FULL OF THE RELEVANT INVOICE IN ACCORDANCE WITH ARTICLE 1523 AND SUBSEQUENT AMENDMENTS OF THE ITALIAN CIVIL CODE. IN THE EVENT OF A FAILURE TO FULFIL OBLIGATIONS, EVEN PARTIALLY, BY THE CUSTOMER, TECNOSYSTEMI MAY REQUEST IMMEDIATE RETURN OF THE MERCHANDISE, RETAINING, HOWEVER, THE INSTALMENTS PAID BY WAY OF COMPENSATION, WITHOUT PREJUDICE TO ANY FURTHER DAMAGES DUE.

## 9. COMPLAINTS – NON-CONFORMITY – RETURN OF GOODS DUE TO WRONG ORDER

**THE GOODS MUST BE CHECKED AT THE TIME OF DELIVERY BY CHECKING THE INTEGRITY OF THE PACKAGING, QUANTITY AND QUALITY. ANY OBJECTION ARISING SHOULD BE REPORTED IMMEDIATELY TO THE CARRIER BY SIGNING THE TRANSPORT DOCUMENT (WAY BILL) SUBJECT TO CONTROL.**

**9.1 WITHIN 8 (EIGHT) DAYS FROM RECEIPT OF THE GOODS**, THE CUSTOMER MUST OFFICIALLY COMMUNICATE, IN WRITTEN FORM, THE NATURE OF THE FAULT/NON-COMPLIANCE FOUND. **AFTER THIS PERIOD (8 DAYS), CLAIMS WILL NO LONGER BE ACCEPTED AND THE GOODS WILL BE DEEMED DULY ACCEPTED.**

9.2 THE NON-CONFORMITY WILL BE MANAGED ON CONDITION THAT IT PROMPTLY RESPECTS THE TERMS AND CONDITIONS SET OUT IN THE SPECIFIC FORM PROVIDED BY TECNOSYSTEMI.

9.3 THE AUTOMATIZED SYSTEM OF DETECTION OF DIMENSIONS, WEIGHT OF THE PALLET / BOXES AND NUMBER OF UNITS EXCLUDES HUMAN ERROR. ANY NONCONFORMITY OF QUANTITY AND/OR VOLUME AND/OR UNITS WILL, THEREFORE, BE ACCEPTED WITH RESERVE.

9.4 IF HIDDEN MANUFACTURING DEFECTS IN THE PRODUCTS ARISE, THE CUSTOMER MAY REQUEST THEIR REPLACEMENT WITHOUT THE RIGHT TO CANCEL THE ORDER AND WITHOUT, HOWEVER, GROUNDS TO REQUEST COMPENSATION. NO RESPONSIBILITY WILL BE ACCEPTED FOR DEFECTS CAUSED BY TAMPERING OR REPAIRS CARRIED OUT BY THE CUSTOMER.

**9.5 RETURNS OF GOODS ARE NOT ACCEPTED IF THE SHIPMENT TOOK PLACE MORE THAN ONE YEAR.**

## 10. WARRANTY

THE WARRANTY APPLIES EXCLUSIVELY TO THE CUSTOMER (LEGAL PERSON) AND NOT TO THE FINAL USER (NATURAL PERSON) WHO SHOULD REFER TO ITALIAN LEGISLATIVE DECREE NO. 24 OF 02.02.2002 THAT TRANSPOSED THE DIRECTIVE 1999/44/EC.

10.1 THE WARRANTY IS VALID FOR 2 (TWO) YEARS FROM THE DELIVERY DATE INDICATED ON THE DELIVERY NOTE / WAYBILL. THE WARRANTY COVERS DEFECTS IN PRODUCTS MANUFACTURED BY THE COMPANY AND DOES NOT APPLY TO DEFECTS CAUSED BY:

- INCORRECT TRANSPORT.
- NEGLIGENT OR IMPROPER USE OF THE PRODUCT OR IN ANY CASE NOT CONFORMING TO THE SPECIFICATIONS OF THE INSTRUCTIONS AND/OR MANUALS FOR INSTALLATION, USE AND MAINTENANCE, WHERE INCLUDED.
- NON-OBSERVANCE OF TECHNICAL SPECIFICATIONS OF THE PRODUCT.
- REPAIRS OR MODIFICATIONS MADE BY THE CUSTOMER OR BY THIRD PARTIES (LEGAL PERSON) WITHOUT PRIOR WRITTEN **AUTHORISATION FROM TECNOSYSTEMI.**
- FAULTS CAUSED BY, OR CONNECTED TO, PARTS ASSEMBLED/ADDED ON DIRECTLY BY THE CUSTOMER.
- LACK OF MAINTENANCE OR INCORRECT MAINTENANCE.
- ANYTHING ELSE NOT ATTRIBUTABLE TO PRE-EXISTING MATERIAL OR MANUFACTURING DEFECTS.

10.2 FOR PRODUCTS COVERED BY THE WARRANTY, TECNOSYSTEMI WILL REPLACE OR REPAIR THE PRODUCT OR PARTS OF IT WHICH ARE FAULTY OR DEFECTIVE AT ITS DISCRETION.

**10.3 HOWEVER, TECNOSYSTEMI SHALL NOT BE RESPONSIBLE FOR INDIRECT DAMAGES AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING LOSS OF PROFITS OR LOSS OF EARNINGS. UNDER NO CIRCUMSTANCES AND/OR THEORY CAN THE RESPONSIBILITY OF TECNOSYSTEMI TOWARD THE CUSTOMER EXCEED THE PURCHASE PRICE OF THE PRODUCT THAT GAVE RISE TO THE LIABILITY OF TECNOSYSTEMI.**

## **11. PACKAGING**

THE MATERIAL USED BY TECNOSYSTEMI FOR PACKAGING IS SUITABLE TO ENSURE THE INTEGRITY OF THE ARTICLES DURING THE TRANSPORT. THE ACCEPTANCE OF PACKAGES BY WHOEVER UNDERTAKES TRANSPORT CONSTITUTES CONFIRMATION OF THE GOOD CONDITION/INTEGRITY OF SAID PACKAGES.

## **12. FORCE MAJEURE**

IF TECNOSYSTEMI IS UNABLE TO FULFIL THE CONTRACT (ORDER) FOR REASONS OF FORCE MAJEURE OR OTHERWISE BEYOND ITS CONTROL, THE DEADLINES INDICATED FOR EXECUTING THE SUPPLY SHALL BE AUTOMATICALLY EXTENDED FOR A PERIOD EQUIVALENT TO THE DURATION OF THE EFFECTS OF THESE CAUSES.

## **13. SUPPLY FREE OF CHARGE**

THESE "GSC" ALSO GOVERN THE SUPPLY OF GOODS BY WAY OF DISCOUNT, REBATE OR REWARD.

## **14. EXPRESS CANCELLATION CLAUSE**

TECNOSYSTEMI HAS THE RIGHT TO CANCEL, UNDER ARTICLE 1456 OF THE ITALIAN CIVIL CODE, AT ANY TIME BY GIVING WRITTEN NOTICE TO THE CUSTOMER, OF THE INDIVIDUAL SALE IN THE EVENT OF BREACH OF THE OBLIGATIONS LAID DOWN IN ARTICLES: 2 (ORDER AND PRICE); 7 (PAYMENTS).

## **15. CHANGE IN THE CUSTOMER'S FINANCIAL POSITION**

TECNOSYSTEMI MAY SUSPEND THE SALE AND THE FULFILMENT OF THE RELEVANT OBLIGATIONS ARISING THEREFROM, IF THE FINANCIAL POSITION OF THE CUSTOMER HAS BECOME SUCH AS TO JEOPARDISE PERFORMANCE OF THE OBLIGATION (PAYMENT), UNLESS A SUITABLE GUARANTEE IS PROVIDED UNDER ARTICLE 1461 OF THE ITALIAN CIVIL CODE.

## **16. TREATMENT OF PERSONAL DATA**

TECNOSYSTEMI COMMITS TO TREATING THE CUSTOMER'S PERSONAL DATA COMPLYING WITH THE NORM IN FORCE.

## **17. JURISDICTION**

THE PARTIES SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURT OF TREVISO, ITALY.

# NOTE

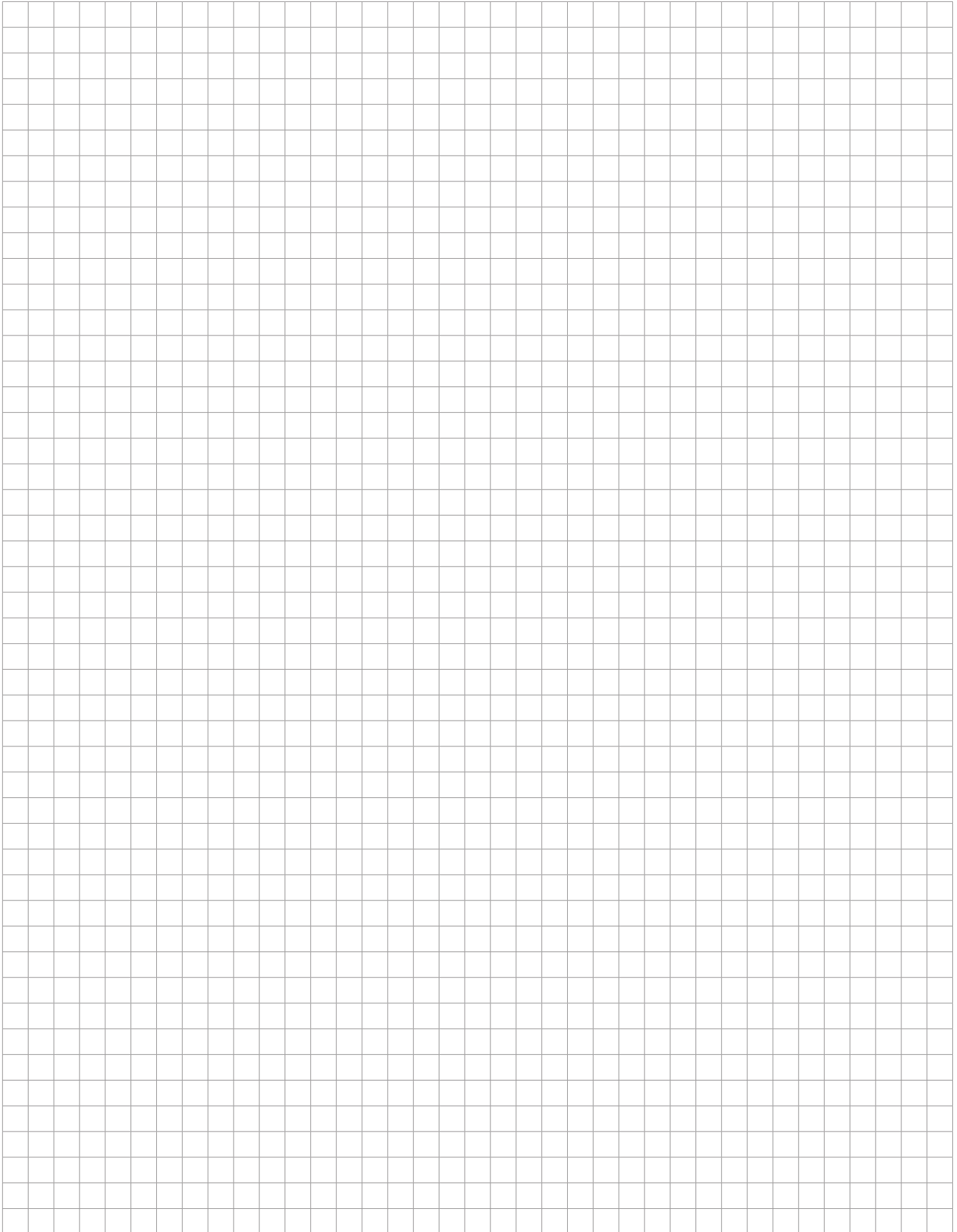
This image shows a full page of blank graph paper. The grid consists of thin, light gray horizontal and vertical lines that intersect to form small squares across the entire surface. There are no margins, text, or other markings on the paper.

# NOTE

[illegible]



Tecnosystemi<sup>®</sup>  
group





Tecnosystemi S.p.A. Benefit Company



Via dell'Industria, 2/4  
Z.I. San Giacomo di Veglia  
31029 Vittorio Veneto (Treviso)  
Tel +39 0438.500044  
Fax +39 0438.501516  
**N.VERDE 800.904474**

C.F. - P. IVA - R.I.TV IT02535780247  
Cap. Soc. € 5.000.000,00 i.v.

[www.tecnosystemi.com](http://www.tecnosystemi.com)

**INNOVATION  
DESIGN & QUALITY  
FOR AIR CONDITIONING  
AND VENTILATION SYSTEMS**



WATCH OUR  
COMPANY VIDEO

