



GENERAL SALE'S CONDITIONS

Applied by Kariba S.p.A.

1. DEFINITIONS

"Seller" shall mean Kariba S.p.A., c.f. 00957200116, p.i. 00957200116, with registered office in Lerici (SP), 19032, via Ameglia n. 9; "Buyer" shall mean the person, company or corporation to whom the Seller's Offer, Order Confirmation and invoice are addressed.

2. SCOPE OF APPLICATION AND ADDITIONAL CLAUSES

These general conditions shall apply to each individual Order or Contract for the supply of goods and services rendered by the Seller and shall prevail over any general conditions defined independently by the Buyer. Any contractual clauses that are additional to or deviate from the provisions of these general conditions shall only be valid if they result from a written agreement.

3. CATALOGS AND PRICE LISTS

The drawings of the articles, measurements, characteristics and prices of the products indicated in the Seller's catalogues and price lists are to be considered purely indicative. They may be changed without notice. They are binding only after the conclusion of the Contract when they are mentioned in the Order Confirmation or after written request by the Buyer.

4. OFFERS AND CONCLUSION OF CONTRACT

The Seller's Offers and Proposals are not binding; they expire 30 days after the date of issue. Following the Buyer's Order, the Seller shall send the Buyer an Order Confirmation indicating the prices and data of the supply. The Contract shall be concluded with the Seller's receipt of acceptance of the Order Confirmation signed by the Buyer or with the lapse of two days from the sending of the Order Confirmation without the Buyer having sent any communication to the Seller. In the latter case, the Buyer's behaviour shall be equivalent to acceptance of the contractual proposal contained in the Order Confirmation.

5. CERTIFICATIONS

Any product certifications and/or declarations of conformity must be requested by the Buyer in the Quotation request and, in any case, before the conclusion of the Contract.

6. DELIVERY TERMS

Expected or agreed delivery terms are purely indicative and are subject to change during the preparation of the products. The Seller shall not be liable for damages or lost sales caused by delays in delivery. Mere delay in delivery shall not constitute grounds for termination of the contract.

7. DELIVERY

Transport of the goods.

- a) Subject to exceptions agreed upon in advance, the delivery of the goods shall be made in three (3) ways
- via courier chosen by Kariba S.p.A.

Value of goods > € 2.000,000 carriage paid.

Value of goods from € 450,00 to € 1.999,99 contribution fixed amount equal to 6% of the value of the goods

Value of goods ≤ € 450,00 fixed fee of € 30,00 with courier indicated by the Buyer carriage forward.

- by the Buyer's own means, after agreement in writing.

- a) unless otherwise expressly agreed in writing, the delivery terms are to be considered indicative and certainly not binding.

b) the integrity of the products delivered by third parties at the place expressly indicated by the Buyer shall be checked upon unloading and

any anomalies or discrepancies notified immediately to Kariba S.p.A.

c) The quantity of the goods and the type shall be checked by the Buyer at the time of delivery, the control reserve shall be valid for a maximum and imperative period of 5 working days.

d) Any defects, lack of quality, structural construction defects or irregularities of a logistical or commercial origin shall be reported within 10 (ten) days from the delivery/collection of the goods themselves.

8. LACK OF SHIPPING INFORMATION

A Buyer who has not provided precise shipping details must collect the goods no later than one week after notification that the goods are ready. Otherwise the Seller shall be entitled to invoice the goods, provide for the storage of the material and charge the Buyer for the corresponding costs.

9. WITHDRAWAL AND COMMERCIAL PROTESTS

The Seller has the right to withdraw from the Contract if facts occur (such as, by way of example: difficulty in accessing production factors, increase in the price of raw materials, organisational problems, etc.) that, in the Seller's unquestionable judgement, are such as not to permit the useful continuation of the contractual relationship. In this case, the Buyer shall not be entitled to any compensation or indemnity. In order to protect exclusive agreements granted to certain foreign distributors, the Seller also reserves the right not to dispatch orders coming from or destined to the areas affected by the exclusivity.

The use and extrapolation of the logo, images and drawings of Kariba's price lists/catalogs, including the present one, is possibly granted by Kariba with prior written authorization only for advertising and promotional purposes (e-commerce excluded), failure to comply with this condition shall result in the termination of the Contract as well as liability in accordance with the relevant regulations in force.

10. COMPLAINTS

Complaints and any disputes must be made in writing within and no later than 10 (ten) days from receipt of the goods and addressed to the Seller's head office using the forms made available on the website www.kariba.it in the "Sales conditions section (mod. all.12C and all.12D). Failing this, the products shall be deemed to comply with the concluded Contract and the Seller shall not be liable for errors, defects, lack of quality. Submission of a claim shall not permit the Buyer to omit or delay payment of the price.

11. 10-YEAR CONVENTIONAL WARRANTY EXTENSION

See next page (A1)

12. PRODUCT LIABILITY

In order to open the product liability claim, the Seller must receive all information, including pictures of the defective products in the area where they were installed and one or more product samples, provided that the latter does not entail the need to carry out masonry, plumbing and electrical work unless absolutely essential to avoid damage to persons or property. The claim must be made using the forms made available on the website www.kariba.it in the "Sales conditions section (mod. all.12C and all.12D) Before any action is taken to remedy the claim, the Seller or its agents must be given the opportunity within 8 days from the date of the supposed claim to inspect the state of the places and things affected by the alleged damage. In relation to logistical-commercial claims, the Seller shall receive all information, including

pictures of the deteriorated and/or tampered products or transport media and copies of the original transport documents.

Complaints must be made using the forms made available on the website www.kariba.it in the "Sales conditions section (forms all.12C and all.12D). In relation to the statute of limitations for product liability, the Seller shall comply with national and Community law regulations.

13. LIMITATIONS OF LIABILITY

The Buyer, through the Order, is responsible for compliance with all safety and legal requirements associated with the product purchased. The Seller is not responsible for any direct or indirect damage to persons or property caused by improper use of the product supplied. In any case, the Seller is not liable for any direct or indirect damage to persons or things if the assumptions set out in Article 11 of these general conditions, point 2. Conditions) or if any of the hypotheses provided for in Art. 11 of these general conditions, point 3. Forfeiture).

14. CONTESTATION OF INVOICES

Invoices from the Seller may only be contested in writing no later than 30 days after receipt. Failing this, they shall be deemed accepted in full.

15. PAYMENTS, RIGHT TO SUSPEND SUPPLIES, FORFEITURE OF THE BENEFIT OF THE TERM, PAYMENT GUARANTEES

Payments shall be made according to the terms and conditions indicated in the Order Confirmation. The agreed terms of payment do not imply any change to the place of payment. Should the Buyer fail to make payments within the agreed terms, the Seller shall be entitled to charge commercial interest on arrears (Legislative Decree no. 231/2002) and to obtain reimbursement of expenses incurred for outstanding bills and remittances as well as legal recovery costs, without the need for a default notice. Any delay or irregularity in payments shall entitle the Seller to discontinue supplies, even if not directly related to the payments affected by delay. If deferred payment is envisaged, any delay or irregularity in payment shall automatically any delay or irregularity in payment shall result in the Buyer's automatic forfeiture of the benefit of the term, with immediate collectability of the entire amount due by the Buyer also in relation to supplies not directly connected with payments affected by delay or irregularity. The Seller shall have the right to change the terms of payment for future supplies and request advance payments. The Seller, even during the performance of the Contract, may require appropriate payment guarantees. If the requested guarantees are not granted, the Seller may suspend performance of the Contract.

16. APPLICABLE LAW, JURISDICTION AND COMPETENT COURT

Italian law and jurisdiction shall apply to the relationship between the Seller and the Buyer; the Court of La Spezia shall have exclusive jurisdiction for any dispute.

A1. EXTENSION OF THE CONVENTIONAL DECADE GUARANTEE FOR "built-in" products.

1. Object

All of the Seller's concealed cisterns products are guaranteed for 10 (ten) years from the date of issue of the invoice with which the same products are supplied. The guarantee provided relates exclusively to the replacement of products (with articles of similar design and full interchangeability) that prove to be defective due to a manufacturing defect. The content of the guarantee refers exclusively to the watertightness of the casing and to the mechanical plastic parts not in direct contact with water and not subjected to mechanical stress. Excluded from the guarantee provided herein is any compensation for expenses and/or damage caused by the defective product to property and/or persons. Normal obsolescence of the products or of particular

elements thereof is excluded from the guarantee provided herein.

Items manufactured and/or assembled by the Seller are covered by the warranty provided herein. The warranty provided herein is operative throughout the Italian and European national territory.

The guarantee provided herein is only valid if the Buyer has previously sent the Seller express acceptance of these general conditions by signing at the bottom of the same and correctly filled in and sent the guarantee certificate, available on the website www.kariba.it in the "Sales Conditions" section (mod. G1). Failing this, the Seller shall only be obliged to provide the guarantee in accordance with the laws in force. It is the burden of those who intend to activate the guarantee to prove the manufacturing defect of the product by producing the Seller's invoice with which the product was supplied by the Seller, the signing of the present general conditions by the Buyer and to prove that the defect was not recognisable upon receipt of the product itself (see Article 10 of the present general conditions). In the absence of even one of these elements, the Seller shall not be obliged to provide the conventional guarantee provided herein. In order to be replaced, defective products must be returned to the Seller in advance. The return of defective products, in any case, must always be agreed in advance with the Seller. The guarantee is only valid in compliance with the conditions indicated in point 2 below. The guarantee shall expire in the cases indicated in point 3 below.

2. Conditions

- The enclosures with and without frame, supplementary accessories, and spare parts must be installed in accordance with the instructions in the assembly instructions and/or the Seller's general catalogue.
- The enclosures and spare parts must be installed in accordance with the intended use, the instructions and the technical characteristics defined in the Seller's general catalogue.
- No tampering with or alteration of the products must have occurred after the period of production, even if only by accident or in an attempt to resolve alleged structural or functional defects or functional defects in the products.
- The operating conditions (pressures and water quality) must fall within the limits defined by the public or private management bodies and in any case must fall within the limits of those used for the operation of other equipment subject to water use (e.g. washing machines, dishwashers, boilers, etc.)
- The items subject to the request for replacement and/or repair must expressly bear the trademarks or belong with absolute certainty to those present and described in the general catalogue.

3. Forfeiture of Warranty for all Kariba items

- Lack of or incorrect compliance with the manufacturer's instructions and installation instructions.
- Lack of or incorrect compliance with the rules of art or the specific rules of good engineering.
- Use of deteriorated and therefore unsuitable material: obsolete, discontinued or deteriorated articles in any part of them.
- Use of accessories or articles from the catalogue in combination with articles and accessories of another brand or vice versa.
- Use of materials not supplied by the Seller.
- Installation carried out and set up by a non-specialised or unlicensed heating installer.





- The following claims are not accepted and therefore do not fall within the warranty parameters: damage caused intentionally, damage due to negligence or inexperience, installation in an improper location, use very cold or very hot water, damage caused by mechanical impacts caused by the fault of the Buyer or a third party, damage caused by the application of detergents or rough or knitted cloths, damage caused by lime scale and other water impurities in the system, damage caused by force majeure or careless use by the end user.
- The warranty does not apply to products where maintenance (repairs, replacement of parts) has not been carried out by personnel authorised by Kariba S.p.A.
- The warranty does not apply to products, in which repairs or extraordinary maintenance have not been carried out by personnel previously authorised by Kariba S.p.A.
- The warranty does not apply to components: gaskets, rubber parts and all parts normally exposed to wear and tear caused by external agents and therefore independent of correct manufacturing

4. Consumer Rights

It is hereby specified that the Consumer is entitled to the rights provided for in the Consumer Code (Legislative Decree No. 206/2005) in Articles 128 et seq. and that this contractual warranty does not affect such rights.

Date

Signature

Pursuant to articles 1341 and 1342 of the Italian Civil Code, as applicable, the Buyer declares to specifically approve the following articles of the general conditions of sale applied by Kariba S.p.A.:

2. Scope of application and additional clauses;
6. Delivery terms;
9. Withdrawal and commercial protection
10. Claims
11. (A1) Extension of ten-year warranty
- 13 Limitations of Liability
14. Contestation of invoices
15. Payments, right to suspend supplies, forfeiture of the benefit of the term, payment guarantees;
16. Applicable law, jurisdiction and competent court.

Date

Signature

Kariba Spa accepts no responsibility for any inaccuracies due to printing errors. Kariba Spa reserves the right to modify the packaging and specifications of the products at any time and without prior notice in order to improve their use. Commercial agreements between Buyers and Kariba Spa are governed by the General Terms and Conditions of Sale on the official website: www.kariba.it.

