

These General Terms of Supply, except in case of specific written agreement among the parties, shall apply to all orders received and accepted by Tubitex SpA (hereinafter also referred to as Supplier), and shall form an integral part thereof.

1. Products technical specifications

The Buyer, with the formulation of the purchase order, acknowledges that he has carefully examined the technical, functional and aesthetic qualities of the products ordered and considers them appropriate directly or indirectly for the intended use.

He also agrees not to make any changes to the product and to comply, declaring to know them, its correct use mode.

2. Orders and Order confirmation

The orders of the Buyer must show their order number, the exact indication of the goods ordered with any reference to their product code, their quantity, the unit and total price, the payment terms, the place of destination and any further instructions for delivery. The order shall be deemed to have been accepted by the Supplier when the Order Confirmation is delivered to the Buyer by the same.

In case the order is preceded by an offer, the latter shall be valid for a maximum of 60 days unless otherwise indicated. The sales contract shall be considered in any case finalised at the issue of the order confirmation by Tubitex S.p.A.; the same may be subject to amendments as for material quantity, for logistic needs, which shall be agreed upon by phone with the Buyer.

3. Prices:

The prices of the products are shown in the order confirmation and, unless otherwise specified, are in Euros, not including VAT, and they include packaging specifically designed for shipping. Shipping costs are always excluded unless otherwise agreed with Tubitex S.p.A.

4. Payments

The payment for the products shall be made by the Buyer to the bank account indicated by Tubitex S.p.A. and within the terms indicated in the order confirmation or, lacking any specific indication, within a period of 60 days end of month of invoice.

In case of late payment terms, compared to the terms shown on the invoice, the Buyer will be charged with interests on late payment at the rate of 5% per year plus expenses due. Until the complete payment of the overdue supplies, Tubitex SpA may, without any penalty and with the waiver of the defaulting buyer for the indemnification for damages, suspend the execution of the orders in progress.

5. Transport and delivery

The goods always travel with compulsory insurance coverage, which the carrier by law must stipulate. The delivery terms, unless otherwise indicated as being essential, are always approximate. In case of non-collection of the goods, the Buyer shall be responsible for the full payment of the supply within the terms established in the purchase order.

6. Claims on supplies

Any complaints on the quantity or integrity of the packages or products shall be forwarded directly to the carrier upon delivery by affixing on the goods delivery note or on the consignment note a tick on the entry "accepted subject to checking". Any defects in the delivered products must be in any case notified to Tubitex SpA in writing within eight days from delivery. Any discrepancies in the quantity of the delivered goods compared to the order shall not entitle to termination or suspension of payments, but only to the integration of the supply with the missing goods. Unless otherwise agreed, the Buyer agrees to accept a quantity tolerance of 5% on supplies. The Buyer agrees not to use any faulty products and to report without any delays any claims by third parties, of which it becomes aware. The return of the goods shall in any case be authorised by Tubitex S.p.A..

7. Warranty

The warranty by Tubitex S.p.A. on the quality of the products supplied shall be provided within the limits indicated in the technical data sheet of the product, which the Buyer, by sending the order, declares to be aware of. Tubitex S.p.A., within the aforementioned limitations, exclusively guarantees the conformity of the products delivered with the ordered products and not the suitability thereof to meet the specific requirements of the buyer or third parties, unless they have been specifically indicated in the accepted order, by means of the complete description of the terms of use of the product. Unless otherwise stated in the offer or in the Order confirmation, the warranty shall be valid for 12 months from the date of delivery for products under normal storage conditions. The warranty shall not be valid, in any case and by way of example, shall the following be identified:

- damages caused during transportation;
- careless or improper use thereof;
- failure to observe the instructions of Tubitex S.p.A. regarding the operation, maintenance and storage of the Products;
- modification, repair or alterations made by the Customer or by third parties without the prior written permission of Tubitex S.p.A..

8. Contractual liability

With the exception of intent or gross negligence, in no case shall Tubitex S.p.A. be responsible for damages towards persons or things caused by the use of the product supplied. The responsibility shall not be extended in any case to indirect, unexpectable damages and otherwise beyond the assumptions, for which the warranty on the product may be valid. Tubitex S.p.A. disclaims any guarantee regarding compliance of the Products with the rules and regulations of the Countries, which are not located within or do not belong to the European Union. No other warranty, express or implied, such as, but not limited to, the warranty of proper functioning or suitability for a specific application, shall be granted with reference to the products.

9. Improvements

The Supplier shall reserve the right to make any technical and/or aesthetic implementations and improvements to the products, which, without altering the essential features of the goods supplied and their usability according to specifications of the order, make their functioning safer and easier. Such differences cannot entail the termination of the supply contract.

10. Industrial and intellectual property

The purchase of the products and their use, directly or indirectly, shall not result in the transfer to the buyer of any industrial or intellectual property rights on the sold products, which shall lie with Tubitex S.p.A. The Intellectual Property rights shall be the exclusive property of Tubitex S.p.A. and its communication or use under these Terms of Sale shall not create, in relation to the same, any right or claim from the Customer. The Customer undertakes not to perform any incompatible action with the ownership of the Intellectual Property Rights.

11. Competent court

The exclusive jurisdiction for any controversy, which may arise from the supply relation, including actions of the Supplier for the credit recovery, shall be the Court of Vicenza. The supply relationship shall be in any case governed by the Italian law.

12. Personal Data Protection Code Leg.D. n. 196/2003

Tubitex S.p.A., headquartered in Barbarano Vicentino, Vicenza, Viale del Lavoro n. 31, as owner, shall process the customer's data electronically and/or manually according to the principles of lawfulness and fairness and in accordance with the Legislative Decree n. 196/2003.

The data may be used by Tubitex S.p.A., directly or via third-party trusted service providers (Banks, Financial Institutions, Insurance companies, administrative and/or computer services management companies, debt collection company etc.) as pertaining data controllers or data supervisors, exclusively to fulfil regulatory obligations including accounting, tax and contractual obligations. Given the existence of online computer connections or of correspondence with the above topics, the data may be transferred abroad. In accordance with Art. 7 of the Legislative Decree 196/2003, among the other things, the Customer shall have the right to know his own processed personal data as well as to require their addition, amendment or cancellation by contacting Tubitex S.p.A. at the aforementioned address.