

TEXA INDUSTRIES S.r.l.

Sede legale e amministrativa
46020 Pegognaga - MN - ITALY
Strada Cà Bruciata, 5
Tel. +39 0376 554511
Fax +39 0376 558606
www.texaindustries.com
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Sede produttiva
46020 Pegognaga - MN - ITALY
Via Pertini, 5

R.E.A. 181089
COD.FISC. 01095780225
P.IVA: 01793700202



GENERAL SALES CONDITIONS TEXA INDUSTRIES S.r.l.

Our supplies will be exclusively regulated by the following General Sales Conditions. Any clause or condition which is established by the Customer will be void and ineffective with respect to our company if in conflict with the conditions listed below.

- 1) **SUBJECT OF THE SUPPLY.** The Supply will exclusively concern that which is specified at the time of confirmation.
- 2) **OFFERS AND ORDERS.** Our offers are valid for 30 days unless specified otherwise. Orders resulting from an offer must be sent to TEXA INDUSTRIES S.r.l. within the deadlines specified on the offer itself and, if not specified, within 30 days from the date of the offer itself.
TEXA INDUSTRIES S.r.l. reserves the right to not consider the offer valid once the validity deadline has expired.
All orders must specify for each ordered type a quantity and the exact name of TEXA INDUSTRIES S.r.l.
TEXA INDUSTRIES S.r.l. reserves the right to potentially supply its products in a manner that differs from that specified in its catalogues, price listings, etc...
The orders are always final and binding for the buyer as well as for TEXA INDUSTRIES S.r.l. once the order confirmation is sent with the exceptions pursuant to Articles 3, 5 and 6.
TEXA INDUSTRIES S.r.l. does not accept orders that include penalties.
Any subsequent requests to modify and/or cancel orders for the purchase of products listed in the catalogue must be sent in writing, and shall not be valid if not accepted, in writing, by Texa Industries.
Orders for special items and materials (not listed in the catalogue) are always binding for the Customer. Once work on an order has begun, requests to cancel or reduce the order shall not be accepted, unless the Customer reimburses the costs incurred for materials and labour up to point of the order's interruption.
- 3) **PRICES.** Prices refer to those effective at the time of the offer in the case that the deadlines have not yet expired or at the time of acceptance of the order for products with standard execution. With regards to special execution typologies or products which are not serially produced, prices will be established on a case by case basis for each individual order.
All prices are considered ex factory in relation to the production facilities of TEXA INDUSTRIES S.r.l. and excluding packaging, taxes and tax charges.
If during the course of the supply increases in materials, labour or other cost elements occurred, TEXA INDUSTRIES S.r.l. retains the right to adjust its prices as of the dates in which these prices increase occur.
- 4) **DELIVERY.**
 - A. The delivery of goods is stipulated to be at Ex. Works, unless otherwise agreed.
 - B. Delivery is considered implemented when the goods are made available to the customer or in the case of consignment to the carrier or shipping agent, ex factory.
 - C. If the customer has not provided instructions relative to the delivery of the goods or has not promptly provided for their collection or in the case of impossibility in implementing the delivery TEXA INDUSTRIES S.r.l. may deposit the goods within the Factory Warehouses in both the Sales Centres or nearby locations; this will be implemented at the expense of the customer and without any responsibility for the preservation of the goods.
- 5) **DELIVERY DEADLINES.**

Delivery deadlines are effective as of the date of approval of the contract, given that the buyer is not subject to insolvency proceedings; deadlines are calculated in working days and may be legally extended in the case of events that are independent of TEXA INDUSTRIES S.r.l.

It remains agreed that the delivery deadlines which are, in any case, specified by TEXA INDUSTRIES S.r.l. are always and only approximate although every attempt will be made to comply with the communicated deadlines; TEXA INDUSTRIES S.r.l. is not liable for any type of damages deriving from delivery delays.

TEXA INDUSTRIES S.r.l. retains the right and given all other rights to extend the delivery deadline as well as cancel the contract without being required to pay any form of compensation in the following cases:

 - A) uncontrollable circumstances as well as all causes which may delay the manufacturing process, including: work interruptions, trade union actions, delays due to suppliers, suspension of transportation, deficiencies in electrical supply, fires or accidents, etc...
 - B) insufficient, inaccurate or delayed communication on the part of the buyer of specifications which are required to implement the order.
 - C) Difficulties in acquiring raw materials on the part of TEXA INDUSTRIES S.r.l. and its suppliers.
 - D) Potential modifications accepted by TEXA INDUSTRIES S.r.l. after the receipt of the order.
 - E) Default with respect to payment conditions on the part of the buyer.
 - F) Productions requirements of TEXA INDUSTRIES S.r.l.
- 6) **DELIVERIES.**

Deliveries which are implemented ex factory are dispatched at the customer's risk. In this case, potential complaints for tampering or shortages in materials must always be submitted by the recipient to the carrier or shipping agent. TEXA

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CAPITALE SOCIALE €1.000.000,00 i.v.



INDUSTRIES S.r.l. will take into consideration any complaints/claims regarding differences in quantity and mix ups among different types, provided that they are submitted in writing within eight days from the date of receipt of the goods and accompanied, in the first case, by a specification of the gross weight of the package measured at the time of its arrival and, in the second case, also by the control labels contained within the packages.

If no instructions are provided from the buyer, TEXA INDUSTRIES S.r.l. will not retain any liability for neither the choice of transportation means nor for the rates that are applied by carriers and shipping agents.

Unless stipulated otherwise, all shipping costs from TEXA INDUSTRIES S.r.l. registered office are charged to the buyer. If shipping costs are agreed to be only partially charged to TEXA INDUSTRIES S.r.l., the latter may utilize the cheapest transportation means and, if a more expensive means is prescribed, the additional cost will exclusively be charged to the buyer. TEXA INDUSTRIES S.r.l. also reserves the right to deliver small parcels by means of postal packages which are always charges to the recipient, even if other transportation means are requested.

7) PACKAGING. Supplied separately; returns not accepted.

8) PAYMENTS.

Payments must be disbursed to our registered office unless stipulated otherwise, in compliance with the specifications of the order confirmation under the payment section.

Currently effective bank rates are applicable with full rights on delayed payments without previous formal notice; this interest will be noted in the invoices on a case by case basis.

In the case of a delayed payment or default on payment on the part of the buyer, we may suspend the manufacturing and delivery of goods that are still subject to orders or cancel the residual part of orders, notifying the buyer who will not retain any right to compensation or indemnities of any type while we retain all our other rights.

Any dispute regarding products that are being manufactured or which are ready for delivery or have been already delivered or received by the buyer does not free the latter from the obligation to collect the full ordered amount and, in any case, to disburse the payment on the established due date.

9) SPECIFICATIONS AND DESIGN. Full efforts will be made to ensure that the descriptions, designs and other information contained within correspondence, catalogues, etc... are accurate but no responsibility will be assumed for any inaccuracies that may be found in these documents.

10) WARRANTY. The manufacturer guarantees its product free from Quality defects. It also guarantees for:
12 months all the product's components starting from the date they are put on the market and when they are used in the following conditions:

1) When the temperatures of the panel or enclosure are no higher or lower than those indicated on the rating plate.

2) In circuits or systems that do not require cooling capacities higher than those indicated on the rating plate.

3) On premises where the temperatures are no higher or lower than those indicated on the rating plate.

4) On panels or enclosures with at least a minimum protection level of IP54

5) When the instructions given in the "operating and maintenance" manual, provided with each single product, are fully complied with.

This guarantee does not cover any damage to the product due to:

a) using a type and quantity of gas in the cooling circuit different to that indicated on the rating plate.

b) using the product on unsuitable premises: where there is an acid or corrosive atmosphere.

For each component found to be faulty during the term of the guarantee, TEXA INDUSTRIES S.r.l. will, according to its unquestionable judgement, repair and/or substitute the faulty components free of charge either at its factory or in one of its authorised companies. Any additional expenses incurred for removing, handling and installation if required are not payable by TEXA INDUSTRIES S.r.l.. Any maintenance work needed and requested by the customer care/of his premises, even if it is during the term of the guarantee. The products repaired or substituted in no way modify the time the guarantee starts or ends. TEXA INDUSTRIES S.r.l. can in no way be held liable except for repairing or substituting faulty products and if such products have to be redelivered it will be on a Carriage Forward basis. It is the customer's responsibility to see to the correct earthing, installation and power supply of the product in compliance with current standards. Reference must be made to the current laws in force regarding liability for damage caused by a faulty product, for which TEXA INDUSTRIES S.r.l. is insured. For the purposes of such laws, please note that the date the product was placed on the market is the date written on its rating plate. To benefit from the guarantee terms and relative product information it is essential to have the purchase document and the serial number of the product which you will find on the rating plate. The rating plate is printed on plastic and the writing will remain for a long time even on premises and in environments where conditions are particularly bad.

ATTENTION: the guarantee is automatically invalidated if the product is tampered with in any way.

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- 11) **LIMITATIONS.** The Buyer commits to not utilizing the acquired goods for purposes other than those for which they were designed in addition to not modifying their construction and functioning.
A buyer who fails to comply with the above will forfeit the right to the warranty pursuant to Article 10.
- 12) **LEGAL DOMICILE.**
The legal domicile of TEXA INDUSTRIES S.r.l. is elected to be the registered office of Pegognaga (Mantua-Italy).
- 13) **COURT WITH JURISDICTION.**
Any dispute even if not relative to this contract or linked to the latter, and even in the case of joinders and our company acts as defendant the Courts of Mantua retain exclusive jurisdiction. If our company acts as plaintiff in the disputes pursuant to the previous paragraph, jurisdiction may be assigned to both the Courts of Mantua as well as any local territorial courts in which its agents operate or those with jurisdiction in the domicile of the defendant. **THIS ORDER IS NOT NEGOTIABLE.**
- 14) **DEROGATION OF GENERAL SALES CONDITIONS.** Any derogation or change in these general sales conditions must be explicitly confirmed and accepted in writing by the contracting parties.