



## GENERAL CONDITIONS OF SALE

### 1. CONTRACTUAL DOCUMENTS

The contractual relationship arising from the signing of each individual order is governed by the provisions contained in these general conditions of sale. Purchasers waive their own general conditions of purchase, where applicable, unless agreed otherwise and specifically accepted in writing by VIMAR.

### 2. ORDER AMENDMENTS AND CANCELLATIONS

Purchase orders are irrevocable for purchasers and are deemed to be effective when the latter receive formal confirmation from VIMAR. Once confirmed, purchase orders cannot be cancelled without prior written consent from VIMAR. In this case, VIMAR has the right to request fair compensation for the expenses and charges incurred as a result of having started to fulfil the order.

### 3. PRICES

The prices contained in the catalogues/price lists are merely indicative. They may be changed at any time during the validity period of such catalogues/price lists due to higher production costs.

Once confirmed on the basis established in art. 2, the selling prices envisaged in the order will become binding, except in all cases for any unexpected increases in production costs that are beyond the control of VIMAR. In this case, VIMAR will inform purchasers about the price increases and explain the reasons.

### 4. DELIVERY TERMS

Unless specifically agreed otherwise, the delivery terms are merely indicative. If completion of the order is impeded by circumstances attributable to force majeure, interruption of the normal supply of raw materials or other unexpected subsequent events, the delivery terms will be extended and the new dates will be established by agreement between the parties.

### 5. DELIVERY, PRODUCT PACKAGING, TRANSFER OF RISK

Products are delivered to purchasers EXW VIMAR factories Marostica VI (Italy) (Incoterms® 2020). The cost of Product packaging is borne by purchasers and will be invoiced at cost price

### 6. PURCHASER'S OBLIGATIONS AND CHECKS

Purchasers agree to check, together with the carrier or the shipper, the conformity of the quantities received and the state of the packages sent. Any claims for quantity differences or for damaged packages must be communicated within 8 days of receiving the goods. Products may not be returned without the prior agreement of VIMAR. In the event of authorized returns the products shall be returned carriage paid with packaging free of charge, and the purchase price of the said products will be credited, less a charge of between 10% and 30% due to checking and re-packaging expenses. In any case no returns will be accepted for items which are not present in the price list in force at the time of request. If the purchasers transfer VIMAR's products to a third party, purchasers shall comply with all applicable national and international (re-)export control regulations. In any event of such transfer of products, purchasers shall comply with the (re-) export control regulations of the Republic of Italy, of the European Union and of the United States of America. To this aim, prior to any transfer of products supplied by VIMAR to a third party, purchasers shall in particular check and guarantee by appropriate measures that: a) there will be no infringement of an embargo imposed by the Republic of Italy, European Union or by the United States of America and/ or by the United Nations by such transfer; b) such products are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided; c) the regulations of all applicable Sanctioned Party Lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered. If required to enable authorities or VIMAR to conduct export control checks, purchasers, upon request by VIMAR, shall promptly provide VIMAR with all information pertaining to the particular end customer, the particular destination and the particular intended use of the products provided by VIMAR, as well as any export control restrictions existing. Purchasers shall indemnify and hold harmless VIMAR from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations and purchasers shall compensate VIMAR for all losses and expenses resulting thereof. Purchasers formally acknowledge that the ascertainment of violations of (re)export rules to countries and/or entities subject to embargo imposed by the Italian Republic, the European Union, the United States of America

and/or the United Nations will result in the cancellation of all orders and the application of a conventional penalty totalling 50% of the value of cancelled orders.

## 7. PRODUCT WARRANTY

VIMAR guarantees products comply with the specifications available in the VIMAR catalogues and commercial literature. According to the conventional warranty herein, all products, **except those sold on the ON-LINE platforms for which the warranty is 24 months**, are guaranteed for a three-year period from the date of purchase.

Parts and components subject to normal wear and tear, including but not limited to batteries etc., are guaranteed for a period of **one year** from the date of purchase.

In the event of a conformity defect, the purchaser may request the repair or replacement of defective products. VIMAR guarantees the repair or free replacement of non-conforming Products. The warranty does not apply in all cases where the products have been used improperly, non-conformities arising from negligence or improper use, failure to follow the operating instructions, installation in places that require compliance with specific safety standards or where specific compliances are required, installation and/or maintenance by unauthorised personnel, transport damage or any other circumstances in which the products are damaged for reasons not due to the manufacture as well as for non-conformities not expressly covered by this warranty.

This warranty represents the only one given by VIMAR. Therefore, barring the case of fraud and gross negligence, proof of which must be provided by the purchaser, VIMAR declines all responsibility for the marketability of the products or their suitability for a specific use; for direct or indirect damages, or for damages due to profit losses or their use and/or utilisation in other products.

## 8. PRODUCT INSTALLATION

The Products must be installed and/or used in compliance with their technical specifications provided by VIMAR; in addition, they must be installed and/or used in compliance with the technical standards and regulations governing the installation and/or use of electrical materials in force in the country where the Products are installed and/or used.

To this end, purchasers expressly hold VIMAR harmless of any responsibility should the products ordered not prove to conform to the regulations, and/or the standards and/or the technical specifications in force in the country where the Products are delivered and/or installed. By ordering the products, purchasers expressly declare they have carried out all the necessary product compatibility tests with the technical standards in force in the country in which they were purchased

## 9. PAYMENTS

Payments must be made on the basis communicated by VIMAR. Full or partial non-payment of the invoices beyond the set terms shall lead to the immediate application of interest at the rates laid down in Italian Legislative Decree (D.Lgs.) no. 231 of 9 October 2002, as well as the application of any bank charges and commissions. Failure to pay for whatever reason authorises VIMAR to suspend further deliveries of materials.

## 10. PRIVACY

Pursuant to art. 13 of European Reg. 679/2016, purchasers are informed that their personal data is included in the VIMAR database, since this is necessary for the proper conduct of the contractual relationship and to comply with certain legal requirements, as well as for credit protection, management and transfer purposes. The personal data of purchasers is processed using automated and paper-based tools by authorised persons, applying security measures suitable for ensuring its confidentiality. Personal data supplied by purchasers may be communicated to Public Bodies, other companies of the group, credit recovery companies and companies, syndicates or associations engaged in commercial, market research and marketing activities, as long as such processing is for the purpose of managing the established contractual relationship.

The data controller is VIMAR SpA and this company may be contacted by purchasers wishing to exercise their rights pursuant to art. 15 and following of the aforementioned European Reg.

To this end, purchasers are informed that they may access their personal data at any time to request updates, corrections or deletions, and/or to oppose processing.

## 11. CODE OF ETHICS AND ORGANISATION MODEL pursuant to Italian Legislative Decree (D.lgs.) 231/01

Purchasers agree to read the Company's Code of Ethics, the Company's control and Organisation Model referred to in Italian Legislative Decree (D.lgs.) 231/01 available on-line from the company website: [www.vimar.com](http://www.vimar.com). Pursuant to and by effect of Art. 1381 of the Italian Civil Code, purchasers agree to

ensure senior management and subordinate employees respect the principles and values contained in VIMAR's Code of Ethics and to behave in accordance with VIMAR's Organisation Model pursuant to Italian Legislative Decree (D.lgs.) 231/01. Purchasers agree to ensure any other behaviour nevertheless does not expose VIMAR to the risk of application of any penalties envisaged by Italian Legislative Decree (D.lgs.) no. 231/2001.

Any breach of the terms set by the aforementioned rules and procedures will constitute a serious breach of the conditions herein and VIMAR will be entitled to being indemnified by the purchaser for any penalties or damages which may ensue from the latter as a consequence of the breach of the same by the purchaser, their senior management or subordinate employees.

## **12. APPLICABLE LAW - COURT WITH JURISDICTION**

The rights and obligations of the Parties are governed by Italian law and the Court of Vicenza has nonexclusive jurisdiction for any disputes that may arise in relation to products sold.

Purchasers irrevocably accept the jurisdiction of the Court of Vicenza if VIMAR files the dispute with that Court.