

VIA ALESSANDRO VOLTA 85/A
20816 CERIANO LAGHETTO (MB)
TEL: + 39 02 964 60406 FAX: +39 02 96469114
www.gemmecotti.com - info@gemmecotti.com

TERMS AND CONDITIONS OF SALE E-COMMERCE GEMMECOTTI SRL

General conditions

The present general sales conditions apply to all the orders received from the e-commerce website for the supply of GemmeCotti's products.

These Terms and Conditions of Sale apply only to B2B (Business to Business) online sales between GemmeCotti and Companies that purchase products for purposes related to their professional business activity (hereinafter referred to as Customer). Sales to private people are excluded.

Before proceeding with the order, the Customer should read carefully the following Terms and Conditions of Sale. By ticking the checkbox of acceptance of the Terms, the Customer explicitly declares that he has read, understood and accepted these Terms and Conditions of Sale.

If the Customer has doubts, questions or requests, he may contact GemmeCotti in order to obtain the necessary information.

Please refer to the privacy policy available on the website www.gemmecotti.com for any other legal information on privacy.

Personal data

The Customer who intends to make purchase orders through GemmeCotti's shop page shall provide all the necessary personal information so that GemmeCotti can issue all the documentation necessary for the processing of the order (order confirmation, invoice, etc.).

For the purpose of managing orders, the Customer's personal data will be stored in GemmeCotti's digital archives and/or paper archives in accordance with the company's privacy policy available online.

Product features

The characteristics and data sheets of each product are online on the page dedicated to each item. In case of doubt, the Customer can contact the technical/sales office of GemmeCotti at info@gemmecotti.com

Chemical compatibility

Since the Customer is the most knowledgeable user of the liquid to be pumped and the pump application, the Customer assumes full responsibility for the chemical compatibility with the ordered pump/item and for the correct pump selection, GemmeCotti provides all the necessary information in the website and in the chemical compatibility chart available on the GemmeCotti website

(<https://www.gemmecotti.com/chemical-pumps/chemical-compatibility-guide/>).

In case of doubt, the Customer can contact the technical/sales office of GemmeCotti at info@gemmecotti.com. If the selection is performed by GemmeCotti, this is carried out on the experience of similar cases faced in the past.

Prices

The price of the Products is the price on the official GemmeCotti price list in force on the day on which the order is made by the Customer.

GemmeCotti reserves the right to modify the prices of the products at any time by notifying the Customer by any means, including the publication on the website. They are to be understood as excluding VAT, other taxes and additional costs such as shipping and insurance.

Order confirmation

The contract between the parties shall be considered concluded only upon the sending by GemmeCotti of the order confirmation to the Customer.

Product availability

Should the conditions of availability of the goods change, GemmeCotti will promptly inform the Customer of the new delivery date of the Product. The goods shall be deemed available for collection or delivery after receipt by the Customer of an e-mail informing about their readiness.

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Delivery/withdrawal of the Product

- If the Customer, when placing the order chooses the option: "delivery at place DAP" (costs to be defined)", GemmeCotti will contact the Customer to inform him of the costs and methods for sending the goods to the shipping address indicated in the order.

GemmeCotti will choose by the most suitable shipping method. The products are packed with standard packaging, suitable for loading on means of transport and unloading with appropriate and approved equipment. GemmeCotti declines any responsibility for any damage to the goods caused as a result of the movement and lifting of the goods carried out with incorrect maneuvers or with inadequate means.

Any insurance of the products during transport is at the Customer's expense

- If the Customer when placing the order chooses the option: "Ex works" (EX-WORKS Incoterms 2020) GemmeCotti will contact the Customer to inform him of the availability of the goods and the Customer will have to organize the collection from GemmeCotti's factory.

Terms and conditions of payment

The Customer is required to pay the amount for each order by the date indicated in the shop and in the email containing the order confirmation (5 days from the receipt by the Customer of the bank details for making the bank transfer).

Payment shall be made according to the terms and conditions indicated in the order confirmation.

The payment of products is always required in advance through a bank transfer.

The Customer will receive an email with GemmeCotti's bank details to proceed with the payment. The payment is considered completed and received only when GemmeCotti receives the total amount indicated in the order confirmation or invoice (all the bank charges are always at the Customer's expense).

Missing payment

In the event of non-payment within the terms provided, GemmeCotti will consider the order canceled.

Invoice

GemmeCotti will issue the invoice and send it to the e-mail address indicated by the Customer in the order form on GemmeCotti's e-commerce. No change in fiscal documents can be made after the documents have been issued.

Order cancellation

If the Customer wants to cancel the order and any related payment, he must promptly communicate the request by email and, if he/she has already made a bank transfer, a credit note will be made. GemmeCotti reserves the right to withhold any sum necessary to cover any cost already incurred before the cancellation of the order. These costs will be regularly invoiced.

Non-conformity and claims

All GemmeCotti products are guaranteed for a period of twelve (12) months starting from the delivery date of the goods.

For the warranty service to be applicable the customer must report the defect in writing no later than 8 (eight) days from the moment that the damage occurs, and must return the part (or parts) to GemmeCotti for repair or replacement. Pumps cannot be repaired or substituted on site. In the case of a request for warranty service, it's better to send the complete pump together with its motor to GemmeCotti.

The costs of delivery and the relative risks, and possible customs duties have to be paid by the customer. GemmeCotti will not accept the costs of collection and shipment.

The manufacturer is not responsible for damages caused during the shipment of the parts or of the pump sent to GemmeCotti to be repaired under warranty.

The warranty system provides that, after a careful examination at our factory, GemmeCotti is free to choose to repair or replace the part (or parts) of the pump which is/are defective in materials or in workmanship, or both. We will not give any refund or credit for the defective material or for direct or indirect damages caused by our pumps. In any case, any reimbursement cannot exceed the cost of the pump or of the supplied material. Together with the defect claim, the Customer shall provide any information or document useful to the aforementioned assessment, as required by



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GemmeCotti. For more information refer to the warranty clause Mod. 1.11.5E.

Use and maintenance

The customer is responsible for the correct use of the pump and its accurate maintenance. For any information regarding the installation, use and maintenance of the product refer to the appropriate manual. The manual is sent to the customer by email together with the order confirmation.

Ordinary repairs and/or maintenance must be carried out in accordance with the instructions indicated in the manual and carried out by pumps experts. Any case of pump tampering or modification, the warranty and the CE declaration will lose their validity. In this case, the customer will assume the product risk and he must issue a new CE declaration of conformity.

Declaration of conformity/CE marking

If the pump is not used according to its intended purpose or under reasonably foreseeable conditions as indicated in Machinery Directive 2006/42/EC Article 4 paragraph 1, the customer assumes full responsibility for the use of the product. The declaration of conformity to the Machinery Directive 2006/42/EC and the related CE marking will be canceled. The use in accordance with its intended use and the reasonably foreseeable conditions are subject to compliance with the technical limits (temperature, duty point, compatibility of materials with the pumped liquid, NPSH etc...) in GemmeCotti's data sheets and manuals for use and maintenance.

If the above mentioned limits are not respected, the customer is the only responsible for the introduction of the pump in the market, for the declaration of conformity to the Machine Directive and the CE mark.

If the pump is not used according to the contractual clauses the CE declaration of conformity is no longer valid.

Incorrect use

The customer is responsible for the correct use of the pump and of its good maintenance. For any information regarding the installation, the use and maintenance of the product please refer to the proper manual.

In case of inappropriate use of the pump and/or non-observance of the information written in this document, in the warranty and/or in the instruction manual, the warranty will not be applicable.

GemmeCotti declines all responsibility for damages of any kind, both direct and indirect, caused to things or people that are not relevant to the use that could legitimately be expected at the time when the products were made.

Warranty

For warranty conditions refer to Mod. 1.11.5E

Publication

These conditions are published and available in the e-commerce page of GemmeCotti. Moreover a copy of the following is sent to the Customer also through email in case of order through the Shop or direct request.

Unilateral amendments

GemmeCotti reserves the right to add and/or change these contractual conditions of sale, and will notify the Customer by appropriate means, including their publication on the website.

Conditions valid for each purchase shall be the one in force and accepted at the time of the order.

Updated 16/11/22