iv. the Buyer shall inform the Supplier timely of any scheduled complete or partial shut downs and shall make sure that the Supplier maintains access to the Buyer's water systems during such shut down periods;

v. the Buyer is responsible to obtain any and all permits, authorizations and approvals from any authorities that may be required to operate the water treatment equipment and to store and use the products supplied by the Supplier at the Buyer's facilities. The Buyer is responsible for all information and documentation provided to any authorities, even if the Supplier has provided this information and documentation at Buyer's request to the authorities and/or the Buyer.

Article 7 – Equipment

Title of ownership of all equipment made available to the Buyer by the Supplier on a lease, testing or any other basis, shall remain with Supplier at all times, unless explicitly agreed upon otherwise in writing.

Article 8 – Health Risk and Safety

1. Buyer acknowledges that the products to be supplied under any Agreement may be hazardous to the health and/or the environment.

2. Buyer shall familiarize itself with and shall be responsible to keep itself as well as all persons involved in the handling of the products as from delivery thereof by Supplier, fully informed with regard to the nature of any such health and/or environmental risks and with regard to the proper and safe handling of the products.

Article 9 – Inspection

1. Buyer shall immediately upon delivery inspect the products and/or services.

2. Any complaints about the products and/or services, or a shortage thereof, shall be notified to Supplier within five working days after the delivery date. If no such notices are received by Supplier within such time limit, all products and/or services shall be deemed delivered in the agreed quantity, free from visible damage.

Article 10 – Warranty

1. Supplier warrants that the products and/or services supplied shall at the time of delivery conform to the technical specifications set forth in the Agreement. Supplier gives no other warranties, express or implied, with respect to any products and/or services. Any warranties that may be applicable pursuant to any laws or regulations, including any warranties of merchantability or fitness for any purpose, are expressly excluded.

2. Where the products do not conform to the specifications at the time of the delivery, Supplier shall at its expense either replace any quantity of the returned non-conforming products by a corresponding quantity of products meeting the specifications, or, at Supplier’s option, credit Buyer for the invoice value of the non-conforming products.

Article 11 – Liability

1. Any liability on the part of the Supplier, contractual or otherwise, shall be limited, save the case of gross negligence or willful act, to:

   a. the remedies set forth in Article 10 if the Agreement only relates to the delivery of products, or

   b. 50% of the aggregated value invoiced, excluding VAT and credits, by Supplier to the Buyer during the twelve months immediately preceding the date of Supplier's receipt of Buyer's written claim notice, if the Agreement relates to the delivery of services only, or services and products, including but not limited to the delivery of water treatment services and the making available of equipment.

2. The Buyer shall indemnify and hold harmless the Supplier from any third party claims made in connection with the implementation of any Agreement.

3. Supplier shall not in any circumstances be liable for any indirect, consequential or incidental loss or damage of any kind whatsoever (including without limitation loss of profits or revenue).

Article 12 – Force Majuere

Supplier will not be responsible for any delay or failure to fulfill any term or condition of any Order Confirmation, Agreement or other obligation to the extent such delay or failure is caused by or results from any event which is beyond the control of Supplier, including but not limited to: (i) strikes, labor disturbances, (ii) unavailability or shortage of raw materials or auxiliary materials, (iii) transportation problems, (iv) any circumstances during or subsequent to the term of the Agreement not at Supplier's instance securing the prior written consent of Supplier. Any such information provided by Supplier to Buyer in writing or other tangible media shall be returned to Supplier either upon Supplier’s first request or upon termination of the Agreement.

Article 13 – Confidentiality

Any technical, commercial, economic and other information and data concerning Supplier's business, including without limitation its formulas, product specifications, services, plans, programs, processes, products, costs, operations and customers, which may come within the knowledge of Buyer, its affiliates, officers and/ or any personnel in the performance of the Agreement shall be treated as confidential property of Supplier and shall not be used by Buyer except for the benefit of Supplier in the furtherance of the Agreement; and shall not be disclosed to others, including governmental agencies or other authorities during or subsequent to the term of the Agreement or at any instance securing the prior written consent of Supplier. Supplier has the right to use its regular supplier for any reason to supply such product as well as modification of such product by the manufacturer which was not foreseen by Supplier at the time of the offer, quotation or Order Confirmation.

Article 14 – Governing Law / Disputes

1. Any agreements and documents to which these General Conditions apply shall be exclusively governed by the laws of Italy.

2. Any disputes arising from any agreements or documents to which these General Conditions apply shall be exclusively submitted to the competent courts in Milan.


In accordance with the Articles 1341 and 1342 of the Civil Code, more in particular the following clauses have been approved: 2 (Prices), 3 (Payment Terms), 4 (Delivery), 6 (Water treatment services), 8 (Health Risk and Safety), 9 (Inspection), 10 (Warranty), 11 (Liability), 12 (Force Majeure), 13 (Confidentiality) and 14 (Governing Law - Disputes - Competent Court)