

 **GENERAL SALES CONDITIONS**

Rev.0 – February 2026

1. DEFINITIONS

These general conditions shall apply to any sales contract **between SIRSI VALVES s.r.l. and foreign buyers** and shall prevail over any general purchase conditions of the Buyer, even in the absence of a specific objection to the use of these Conditions. These terms and conditions are available at www.sirsi.it.

For the purposes of these Terms and Conditions of Sale, the following definitions shall apply:

- **SIRSI VALVES or Seller:** the company SIRSI VALVES s.r.l.;
- **Buyer:** any natural or legal person who purchases products/services from SIRSI VALVES s.r.l.;
- **Products:** the goods marketed, manufactured or assembled by SIRSI VALVES s.r.l.;
- **Foreign sales:** sales of goods made to counterparties with registered offices outside the territory of Italy

2. PRODUCTS

The Products covered are those specified in SIRSI VALVES s.r.l. catalogues and/or on the website www.sirsi.it

The Buyer declares that, prior to purchasing, he has carefully reviewed all technical documentation of the Products available on the website (www.sirsi.it/en) and provided with the offer, and has verified the technical compatibility of his applications with the Products.

3. PRICE

Unless otherwise agreed in writing, prices are Ex-Works SIRSI VALVES net of any taxes, duties and charges. Freight, tests and certificates are the responsibility of the Buyer.

4. ORDERS

All orders placed with SIRSI VALVES and all agreements made with agents or representatives of SIRSI VALVES shall be deemed accepted only if expressly confirmed in writing by an order confirmation and/or "Proforma Invoice" issued by SIRSI VALVES. The order confirmation and/or "Proforma Invoice" issued by SIRSI VALVES shall be considered an official document for the Buyer. The Buyer shall verify whether the Order Confirmation and/or "Proforma Invoice" contains any errors or discrepancies with respect to his order and shall notify SIRSI VALVES **within 5 (five) working days** by E-mail (info@sirsi.it), otherwise it shall be considered valid and its terms shall be confirmed and accepted by the Buyer.

5. CANCELLATION

No order may be cancelled or modified in whole or in part without Seller's prior written consent. Buyer agrees to reimburse Seller for all expenses and damages incurred in the event of cancellation and/or modification of the order.

In the event that the Buyer fails to make payment on time or within any other term as agreed in the order confirmation and/or "Proforma Invoice," SIRSI VALVES shall have the right to consider the deal suspended or terminated and to freeze or cancel the order or other pending orders without the Buyer being entitled to any compensation or reimbursement. However, the Buyer shall, of course, remain obligated to indemnify all damages resulting from the non-performance of such contracts.

6. DELIVERY, SHIPPING AND LOSS

SIRSI VALVES will deliver the Products within a reasonable time after receiving Buyer's purchase order, subject to their availability. The delivery date provided by SIRSI VALVES for the Products is only an estimate and is based on Buyer's prompt receipt of all necessary information. If Buyer causes Seller to delay shipment or completion of the Products, Seller shall be entitled to charge all additional costs and expenses resulting from the delay. Seller shall not be liable for any delay, loss or damage in transit, and failure to deliver within the estimated time shall not constitute a material breach of contract on Seller's part.

Unless otherwise agreed in writing between the parties, Seller will deliver the Products, EXW (Incoterms® 2020), at the location specified in the Order, using Seller's standard methods for packing and shipping. SIRSI VALVES reserves the right to charge the Buyer for any additional costs related to the storage in case of a delay in the collection of the Products by the Buyer.



Seller may, at its sole discretion, without liability or penalty, make partial shipments of the Products to Buyer. Each shipment will constitute a separate sale and Buyer will pay for the units shipped whether the shipment is in whole or partial fulfillment of Buyer's purchase order. Buyer is responsible for obtaining any import licenses and other consents required to ship a Product at its own expense and will provide such licenses and consents to Seller prior to shipment.

SIRSI VALVES is not liable for any costs, expenses, injuries or damages resulting from delayed delivery. The Buyer shall not be entitled to cancel the Contract or to any refund for late delivery. Seller's liability for any non-delivery of Products shall be limited to replacement of the Products within a reasonable time or adjustment of the invoice for Products corresponding to the actual quantity delivered.

Upon arrival, the Buyer will confirm on the transport documents the number of pallets or cases and report on the transport documents any deficiencies found upon visual inspection. The Buyer agrees to return the duly signed CMR to the Seller as proof of delivery of the goods (via e-mail: amministrazione@sirsi.it).

The risk of loss or damage passes to Buyer upon delivery to the carrier. If Buyer fails to accept delivery of any of the Products, SIRSI VALVES will be entitled to store the Products until Buyer takes possession of them, at which time Buyer will be liable for all costs and expenses arising from the non-delivery (including, but not limited to, costs of storage and insurance of the Products).

Title passes to Buyer upon Buyer's payment in full for the Products.

7. PAYMENTS

Unless otherwise stated in the order confirmation and/or "Proforma Invoice," payment shall be made in advance by bank transfer. Payment shall be made for the total amount indicated in the same, net of all costs and bank charges that must be borne by the Buyer. In case of non-payment on the due date indicated in the "Proforma Invoice" or in the invoice, the Seller reserves the right to charge an **annual interest on arrears of 10%**. SIRSI VALVES reserves the right to change the payment terms agreed or proposed by the Buyer when it becomes aware of a change in the Buyer's financial conditions.

8. PACKAGING

The Seller will package the Products in accordance with its own internal operating procedures to ensure proper packaging for normal shipping conditions. Any special packaging requirements shall be specified by the Buyer at the time of ordering and shall therefore be invoiced at cost price by SIRSI VALVES.

9. CLAIMS

Claims regarding quality, product or quantities specifications are accepted in writing **within 8 (eight) days from receipt of the goods**. Should the claim be made in time, SIRSI VALVES shall reimburse or replace faulty or incorrect goods at its cost as quickly as possible at the same delivery place originally agreed. Claims concerning damaged packaging or related to the transport and subsequent operations must be made by the Buyer exclusively against the forwarder. Complaints about any part of the delivery shall not affect the acceptance of the remaining delivery. Claims and protests give the buyer no right to suspend the payment of disputed goods or to cancel the order.

10. WARRANTY

The Products are guaranteed by SIRSI VALVES to be in full compliance with the specifications and conditions stated in the order confirmation and/or "Proforma Invoice." However, SIRSI VALVES can't be responsible, unless prior mutually agreed, for improper applications of the materials.

Products manufactured by SIRSI VALVES are guaranteed with warranty certificate for 12 (twelve) months after installation if properly documented or 18 (eighteen) months after shipment.

The Warranty will not apply to defects found on the products due to the Buyer's failure to comply with SIRSI VALVES' instructions regarding storage, installation, commissioning, use, or maintenance of the products. The Warranty does not apply if the Buyer makes modifications or repairs on such products without the written authorization of SIRSI VALVES.

Components subject to wear and tear are not covered by the Warranty.

11. FORCE MAJEURE

Seller will not be liable for any failures or delays caused by strikes, differences with workers, or any causes beyond the reasonable control of Seller, including but not limited to fires, floods, accidents, action of any governmental authority, war, insurrection or riots, or shortages of labour, energy, raw materials, production facilities, or transportation.



12. COMPETENCE

The judicial authorities of Reggio Emilia shall have exclusive jurisdiction for any legal action or dispute that may arise.

13. PROCESSING OF PERSONAL DATA

The Customer states that it has been informed pursuant to EU Regulation 2016/679 (GDPR) that the personal data provided will be processed by SIRSI VALVES SRL, as Data Controller, for the purposes related to the execution of the sales contract, administrative and accounting management, as well as for the fulfilment of legal obligations. Data may be communicated to third parties only within the limits strictly necessary for these purposes (e.g. couriers, accounting consultants, banking institutions). The Customer may exercise at any time the rights provided for in Articles 15-22 of the GDPR (access, rectification, cancellation, opposition, etc.) by writing to info@sirsi.it

The full disclosure on the processing of personal data is available at <https://www.sirsi.it/privacy/>

