

Document title: General Terms and Conditions of Sale

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GENERAL TERMS AND CONDITIONS OF SALE

1 - ACCEPTANCE OF THESE GENERAL CONDITIONS

1.1. All commercial relations between AM Atomizers Technology Srl and Customers (individually, a “Party”; collectively, the “Parties”) are governed exclusively by the following General Terms and Conditions of Sale (“GT&CS”), unless expressly derogated from special conditions agreed in writing, signed and stamped for acceptance by AM Atomizers Technology.

1.2. The General Terms and Conditions of Sale will be binding for the Customer, without the need for any signature by the latter, starting from the moment of sending the purchase order to AM Atomizers Technology Srl, in which the characteristics and the quantities of the purchased materials must be specified.

1.3. Each purchase order must be accepted in writing by AM Atomizers Technology Srl.

1.4. In case of conflict between the offer of AM Atomizers Technology S.r.l., the purchase order of the Customer, the purchase order acceptance of AM Atomizers Technology Srl and the present GT&CS, the following hierarchy will apply (from the top to the bottom in order of decreasing importance):

- the present GT&CS (latest issue),
- the purchase order acceptance of AM Atomizers Technology Srl,
- the offer of AM Atomizers Technology S.r.l.,
- the purchase order of the Customer.

2 - DELIVERY TERMS AND ORDER PROCESSING METHODS

2.1. The delivery terms are those defined in the purchase order acceptance provided in writing by AM Atomizers Technology Srl; the delivery terms are to be understood as indicative and not binding for the latter, as they may be postponed due to the occurrence of circumstances beyond the control of the latter. In no case the delivery terms shall constitute a contractual obligation and in no case exceeding the delivery terms shall entitle the Customer to damages, penalties and/or any other type of compensation.

2.2. Any changes to the contractual conditions contained in the offer and / or the purchase order must be accepted in writing by the AM Atomizers Technology Srl, otherwise they will not be able to assume any binding character for AM Atomizers Technology Srl.

2.3. Unless otherwise agreed in writing between the Parties, the products of AM Atomizers Technology Srl will be delivered ex works the warehouse of the latter, a place where any risk to AM Atomizers Technology Srl ceases in relation to the integrity of the products supplied. This risk is correlatively assumed by the Customer and / or by those on his behalf, whatever the agreement regarding the payment of the transport, or the choice of the carrier. Any damage attributable to the responsibility of the Customer or its agents or subordinates, remains the responsibility of the Customer.

2.4. Where provided for in the offer and / or in the purchase order acceptance, a delivery plan may be defined according to an agreed timing. Any changes and / or modifications to this plan, previously agreed in writing, may lead to changes in the fees and in the other terms of the sale contract.

2.5. Unless otherwise agreed in writing, signed and stamped for acceptance by AM Atomizers Technology, the delivery terms do not include 4 (four) weeks of suspension of the deliveries in January and 4 (four) weeks of suspension of the deliveries in August.

2.6. Unless otherwise agreed in writing, signed and stamped for acceptance by AM Atomizers Technology, the delivery terms do not include the time required for the transportation (in case the transportation is in charge of AM Atomizers Technology Srl).

2.7. The purchase order acceptance and all the conditions in it (established by AM Atomizers Technology Srl) will be considered automatically accepted by the Customer even without an explicit acceptance, signature or stamping by the Customer if the Customer proceed with the payment in full or in part (for example only the down payment) of the order.

3 - PRICES AND PAYMENT CONDITIONS

3.1. The prices and payment conditions are only those established by AM Atomizers Technology Srl in the offer and / or purchase order acceptance of the goods.

3.2. Unless otherwise agreed in writing, all payments in favour of AM Atomizers Technology Srl must be made according to the methods agreed in writing by the Parties. In no case is the Customer authorized to make any form of offsetting the balance of debts towards AM Atomizers Technology Srl.

3.3. In the case of partial or fractional delivery by batches, the Customer is still required to pay the agreed price for the part of the supply performed according to the terms and conditions set out in the purchase order acceptance.

3.4. The payment of the agreed amount cannot be delayed and / or suspended for any reason.

3.5. In the event of non-payment of the amounts due to AM Atomizers Technology Srl, or even the mere delay of more than 10 (ten) days from the agreed deadlines, AM Atomizers Technology Srl has the right to immediately terminate any existing contract, suspending, without any obligation to communicate, the execution of its services and / or obligations. For this hypothesis, the Customer will be required to indemnify AM Atomizers Technology Srl for any damage caused by the delay attributable to him and expressly waives any claim for compensation against AM Atomizers Technology Srl.

3.6. The sale is made with a reserved title agreement in favour of AM Atomizers Technology Srl until full payment by the customer for the goods supplied. In case of non-payment or incomplete payment, within the pre-established terms, of all or part of the delivered material, AM Atomizers Technology Srl may, without the need for a prior judicial order, take back possession of the products still lying with the Customer, and not yet paid, by committing the latter not to oppose exceptions and / or impediments of any kind. The Customer must notify AM Atomizers Technology Srl, under penalty of compensation for any damage, of any attachment or seizure by third parties on products purchased from AM Atomizers Technology Srl and not yet fully paid.

3.7. Any dispute between the Customer and AM Atomizers Technology Srl cannot, in any case, give rise to the suspension of the payment of other invoices or of the part of the invoice relating to the goods not in dispute.

3.8. The non-completion of ancillary services to the sale, will in no case invalidate the payment of the material already supplied.

3.9. In case of services the execution of which is deferred with respect of the purchase order date (included, but not limited to, the shipping and the commissioning of the supplied goods), AM Atomizers Technology Srl reserves the right to adjust the corresponding prices to take into account the possible fluctuations and volatility in the fees experienced by the latter to perform such services.

3.10. The standard currency for all the sales is Euro (EUR); in case of sales in a different currency, AM Atomizers Technology Srl reserves the right to adjust the amount to be paid to take into account the actual exchange rate at the time of the payment.

4. WARRANTY

4.1. Except as agreed in writing from time to time between the Parties, AM Atomizers Technology Srl guarantees the conformity of the products supplied to what is expressly agreed. The warranty for defects is limited only to product defects resulting from design, material or construction defects attributable to AM Atomizers Technology Srl.

The warranty does not include:

- failures or damage caused by transport,
- failures or damage caused by anomalies in the electrical system,
- faulty installation,
- inappropriate use,
- tampering and / or use of non-original parts and / or spare parts,
- defects and / or damage caused by chemical agents and / or atmospheric phenomena (e.g. electrocuted material, etc.).

The mechanical guarantee does not cover defects arising from faulty maintenance, or from alterations carried out without the consent of AM Atomizers Technology Srl in writing, or from improper repairs, nor does it cover normal deterioration of wear parts (such as, but not limited to, bearings, gaskets, belts, guide bushings, springs and washers) and failure and / or damages to commercial parts, components and equipment (such as, but not limited to, electric motors and cooling fans).

4.2. AM Atomizers Technology Srl guarantees that, if correctly installed and properly operated and maintained, its products shall have satisfactory performances as stipulated in the offer and / or in the purchase order acceptance for a period of 18 months from the date of delivery or 12 months from the date of installation, whichever comes first.

4.3. The warranty is valid only if the Customer purchases the on-site commissioning service; if the Customer does not purchase the on-site commissioning service, the warranty will be null and void.

4.4. AM Atomizers Technology Srl reserves the right to make modifications and improvements (such as, but not limited to, materials of construction, operating parameters and technological and technical solutions) with respect to the specifications indicated in the offer and / or in the purchase order acceptance without prior notice.

5- INDUSTRIAL AND INTELLECTUAL PROPERTY

5.1. The Customer undertakes to respect the industrial and intellectual property rights inherent in the products, including hardware and software, supplied - marketed by AM Atomizers Technology Srl, avoiding and preventing any type of action, including by third parties, which may involve violation of the same, and therefore, by way of example only, undertakes for itself and for any third party who has access to the products supplied by AM Atomizers Technology Srl not to modify, not to copy, not to reproduce, not to disclose, in any form, products supplied in any way, even free of charge, by AM Atomizers Technology Srl.

5.2. In case of violation by the Customer of the commitments provided for in this clause, AM Atomizers Technology Srl may terminate the contract by right. In the event that the Customer holds assets of AM Atomizers Technology Srl in use, he will be required to pay the latter, as a penalty, an amount equal to double the cost borne by AM Atomizers Technology Srl for the restoration of the initial situation, made without prejudice to compensation for any greater damage.

6 - LIABILITY OF AM ATOMIZERS TECHNOLOGY SRL AND LIMITATIONS

6.1. AM Atomizers Technology Srl assumes no responsibility in relation to any claim based on the alleged inadequacy of the products supplied, with respect to the purposes pursued by the Customer.

6.2. Without prejudice to the possible application of the regulations in force regarding liability deriving from a defective product and / or in terms of the provision of services, and except in the case of wilful misconduct or gross negligence by AM Atomizers Technology Srl, it is expressly agreed that, in of judicial recognition, the direct contractual or extra-contractual liability of AM Atomizers Technology Srl for damages of any nature caused by the products supplied and / or the execution of services and therefore any compensation recognized may in no case exceed 10% of the total amount the order and / or the service performed. In any case, compensation for damage due to suspension of production and / or interruption of the Customer's business operation, and / or loss of earnings, and / or loss of profit, and / or loss of data, and / or information is excluded.

6.3. No responsibility can be attributed to AM Atomizers Technology Srl for the non-fulfilment of the contractual commitments undertaken, resulting from events of force majeure such as, by way of example, strikes, wars, riots, insurrections, extraordinary events, fires, earthquakes, floods, sudden lack of materials for the production of the products due to facts or acts of third parties, customs restrictions, or any other problem not attributable to her.

6.4. AM Atomizers Technology Srl shall not be liable to the Customer for any claims and/or damages for corrosion and/or erosion caused by incorrect storage and/or installation and/or by products or cleaning agents not mentioned in the technical documentation, including, but not limited to, products or fluids containing chlorides (max. 50 ppm). Free chlorine must not be measurable in any situation and in any condition.

6.5. AM Atomizers Technology Srl shall not be liable for any claims and/or damages resulting from wear and/or tear.

6.6. AM Atomizers Technology Srl shall not be liable for any damage, failure to achieve the required performances and/or any other claim regarding characteristics, parts, components and/or any other aspect of its products which has been chosen and/or imposed by the Customer. Furthermore, AM Atomizers Technology Srl shall not be liable in case of delay of the delivery caused by characteristics, parts, components and/or any other aspect of its products which has been chosen and/or imposed by the Customer.

6.7. AM Atomizers Technology Srl shall in no circumstances be liable for any damage and/or any other claim regarding characteristics, parts, components and/or any other aspect of its products and/or failure to achieve performances which have not been explicitly indicated in the offer and / or in the purchase order acceptance.

6.8. AM Atomizers Technology Srl shall in no circumstances be liable for loss of production, loss of profit and/or any other consequential damage (both direct and indirect) and indirect loss.

7 - TERMINATION OF THE CONTRACT

7.1. In addition to the cases already mentioned, any relationship between AM Atomizers Technology Srl and the Customer will be considered terminated by law in the event that the Customer does not fulfil even one of the obligations brought by the General Terms and Conditions of Sale and in particular:

- failure to comply with the agreed payments,
- payment delay exceeding 10 (ten) days from the agreed deadlines,
- in case of unauthorized transfer of the Contract,
- in the event of a declaration of bankruptcy or of being subjected to one of the other insolvency procedures.

7.2. In such cases, AM Atomizers Technology Srl will have the right to withhold, by way of partial compensation, the amounts already paid by the Customer. The Customer is obliged, with costs to be borne by him, to return to AM Atomizers Technology Srl the products supplied, and not yet fully paid for, intact of all their parts, including the relative documentation, and the original packaging, no later than 7 (seven) working days from the date of receipt of the notice of termination sent by AM Atomizers Technology Srl.



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8 - USE OF THE SUPPLIED PRODUCTS

8.1. The Customer undertakes to respect every precaution and restriction of use established by the manufacturer of the goods supplied by AM Atomizers Technology Srl.

8.2. The Customer undertakes to indemnify AM Atomizers Technology Srl from all damages, costs or liabilities that it could suffer in case of use in violation of this clause and / or of the reservations and precautions of use made by the manufacturers in this regard.

9. APPLICABLE LAW / DISPUTES

AM Atomizers Technology Srl and the Customer shall do their best to resolve all disputes and disagreements that may arise under this contract or with regard to it by negotiation. Each Party agrees to submit in the exclusive jurisdiction of the Court of Milan, Italy, over any claims or matter arising under or in connection with this agreement. Language of arbitration trial in English. The award of the arbitration shall be final and binding upon both parties.

10. TRANSLATIONS / GOVERNING LANGUAGE

English shall be the legal language of all purchase orders. The Parties specifically agree that in the case of any inconsistencies or interpretation disputes, the English language version shall prevail.