

GENERAL TERMS AND CONDITIONS

1. Sales conditions applicable here included are meant to be automatically fully accepted by the customer upon submission of the order.
2. An order only constitutes a booking and does not commit the company to make total or partial delivery. The order shall only be accepted when Watts Industries Italia S.r.l. send to the client a copy of the proposed order confirmation, containing the general conditions applicable.
3. Orders for a net amount of less than 500,00 Euro cannot be fulfilled. Any delivery costs will be charged to the client for an amount of at least 15,00 Euro.
4. Any amendment to the contract (Orders and Orders confirmations) shall be made in writing, dated and signed by both parties.
5. Product description and pictures included in the present document are for information purposes only. Watts Industries Italia S.r.l. reserves the right to change or modify product design, construction, specifications, or material without prior notice or without incurring in any obligation.
6. All contracts (Orders and Orders confirmations) shall be governed by the Italian law.
7. The prices shown in the trade list below are quoted net of VAT.

DELIVERY TERMS

8. The delivery dates are purely indicative; any delay in delivery after the specified date shall not entitle the customer to any compensation. Deliveries, even if in partial, cannot be rejected by the customer and cannot give any right to cancel the order.
9. In case of Force Majeure, strikes or lockouts, total lack or reduced supply of raw materials, transport problems, wars, riots, interruptions in communications for any reason, malfunctions of plant or any other unforeseeable event, Watts Industries Italia S.r.l. reserves the right to suspend deliveries or to cancel duly accepted orders, in which case the customer shall not be entitled to compensation.
10. The goods will normally be delivered ex works, unless otherwise agreed and expressly stated in the order. Euro 15,00 will be charge to the client as packaging cost. Our liability ceases on delivery to the customer or the carrier. The goods travel at the customer's risk, even if carriage is paid to the place of destination, and no claims for any breakage or interference can therefore be accepted. Any agreements with shipping agents, including the amount and payment of the cost of transport, shall always be deemed to be entered into on behalf of the customer, which hereby accepts and ratifies our actions. Any delivery costs will be charged to the client for an amount of at least 15,00 Euro.
11. No claims are accepted for any shortage, damage or tampering in case of:
 - a) orders for quantities different from standard box
 - b) transport done directly by the customer or by a carrier appointed himself.

PAYMENTS

12. All payments shall be disposed at our offices within the agreed period. In the event of any delay in payment Watts Industries Italia S.r.l. is entitled to take any legal action to obtain the outstanding payments. The customer shall pay interest from the due date according to Italian Law 231/2002. If the prices are expressed in a foreign currency invoice shall be paid in the currency indicated in the invoice. If the currency indicated in the invoice should cease to exist, payment shall be made in the currency which replaced the one indicated in the invoice.
13. In the event of failure to comply with the terms of payment, Watts Industries Italia S.r.l. shall be entitled to suspend all or part of the delivery of the goods, even if it relates to proposed order confirmations duly accepted under the terms of these general conditions of sale.

CLAIMS AND DAMAGES

14. Any claim for defected material should be received in written within eight (8) days from the receiving of the material. The customer could return the defected material to Watts Industries Italia S.r.l. at his own cost and only after written authorization.
15. Any damage or injury caused by incorrect operation of the product shall be notified within 24 hours, giving the name of the claimant and the approximate amount of the claim. Photographs of the damage or injury, together with the product allegedly responsible, shall subsequently be sent for laboratory examination. All evidence demonstrating the extent of the damage or injury (goods, etc.) shall be held at the disposal of Watts Industries Italia until the claim has been settled.
16. Watts Industries Italia S.r.l. declines all liability for injury to persons or animals or damage to property deriving from use of equipment without observing the safety instructions, or the use of equipment installed incorrectly and/or without performing the usual checks.
17. Any claims or disputes shall not entitle the customer to refuse to pay for the goods or to delay payment thereof.

WARRANTY

18. All Watts products undergo rigorous testing at the factory before they are released. The warranty covers only the replacement or, at the sole discretion of Watts, free repair of any defective components in the supplied products that are determined by Watts to have originated from manufacturing defects. Warranty claims for defects or title issues must be made within 2 (two) years from the date of delivery/transfer of the risk of the products to the buyer. This warranty does not cover damages from normal wear and tear or unauthorized modifications or repairs by the customer. Watts will not accept any claims for damages, whether direct or indirect, for parts that have been modified or repaired by the customer without Watts prior authorization.

COMPLIANCE WITH U.S. E.U. EXPORT CONTROLS AND SANCTIONS LAWS

19. Sale or retransfer of products supplied by Watts Industries Italia must comply with applicable laws restricting the export or re-export of those products ("Export Controls"), including all economic or financial sanctions, and trade embargoes imposed, administered or enforced from time to time by the U.S. or EU government (including its Member States) or other relevant sanctions authority with jurisdiction over Supplier ("Sanctions Laws"). The Client understands and agrees that with respect to seller's Products provided to the Client:
 - a) Client will not export, re-export or otherwise transfer Seller's products, directly or indirectly to (i) a country, territory or person to which/whom such export, re-export or transfer is prohibited by applicable law, including without limitation Export Controls and Sanctions Laws; or (ii) to a country or territory that is itself the subject or target of comprehensive Sanctions Laws including U.S. Sanctions ("Sanctioned Territories"); As of the date hereof, the Sanctioned Territories are Crimea, Cuba, Iran, North Korea, disputed territories of Ukraine (including Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR)) and Syria, although the U.S. government may add or remove Sanctioned Territories in the future.
 - b) Client will not sell, supply, export, re-export, or otherwise transfer, directly or indirectly, to Russia or for use in Russia any of Watts Industries Italia's products that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 (as amended from time to time). Client will not, directly or indirectly, intentionally transfer, sell, export or re-export Watts Industries Italia's products to a third party with the knowledge that the products will be used in, or sold, exported or transferred to, Russia. If requested, Client shall promptly provide Watts Industries Italia with documentary evidence verifying compliance with this paragraph and shall notify Watts Industries Italia immediately upon becoming aware that it or any of its counterparties or resellers are not in compliance with this paragraph. Watts Industries Italia may suspend or terminate performance if Client is in violation of this paragraph, which will constitute a material breach of these terms and conditions. Watts Industries Italia will also be entitled to seek appropriate remedies from Client (without prejudice to its other rights and remedies)

- c) Client further confirms that it is not acquiring the Products for any military, nuclear or missile end use or end user. If this is not correct, Client is required to notify Watts Industries Italia S.r.l. immediately at exportdocuments@wattswater.com

PRIVACY

- 20. INFORMATION NOTICE REQUIRED BY THE LAW. For the purpose of entering into and performing contracts with you, we hold data relating to you, acquired in writing or verbally, directly or through third parties, which will be treated by us in accordance with the applicable law. Please make reference to our website www.watts.eu/it for more information.

APPLICABLE LAW AND JURISDICTION

- 21. All disputes arising out of or in connection with this Agreement, including but not limited to disputes over interpretation, enforcement, termination or breach of the Agreement, shall be submitted to the exclusive jurisdiction of Italian Courts, in Milan.