

## GENERAL CONDITIONS OF SALE

### 1. INFORMATIVE DATA

Data, information and illustrations on the catalog and on the website are intended to give a representation of many types of products, but they are not binding. NIGREMA SRL reserves to make all changes and improvements in the execution of materials or constructive details based on experience without any notice or Customer's approval. Overall dimensions and weights are indicative and not binding; gauges, diameters and drilling of the flanges are in accordance with the ASME, EN standards or in any case with the international reference regulations.

### 2. PRICES and OFFERS

The offers are without commitment to purchase, unless otherwise stated, and are subject to general conditions of sale. Offers for which a term of validity is indicated are binding for our Company if the buyer accepts within the deadline; otherwise we reserve the right to modify the terms and prices. The prices shown are not binding. NIGREMA SRL reserves the right to change the price lists at any time without informing the Clientele.

### 3. ORDERS

NIGREMA SRL reserves the right to refuse the order if the conditions indicated are different from those agreed and / or displayed on offer. All the quantities offered are subject to availability, and delivery indicated in the offer or in the confirmation of the order is considered from the date of the order ex factory in GORLA MAGGIORE (VA). The order becomes binding only after being accepted by NIGREMA SRL by written order confirmation. If nothing is received in three days, it will be accepted entirety.

Any clause or condition attached by the Client in the request or in the order is null and it's not even partially applicable if not accepted in writing. Orders less than 250,00 Euros will be subject to an extra cost of 50,00 Euros to cover the contract management costs..

### 4. ACCEPTANCE

The buyer declares to have verified the suitability of the product for the use to which it is intended, he/she assumes any risk and responsibility resulting from the incorrect use of the same.

### 5. INSPECTION and TESTING

Each product is tested and inspected according to the current international standards applicable to the product (API 598, EN 12266, ANSI B16.34, API 6D). In the case of a customer or third party inspection, all costs for tests during the inspection and for the labor will be charged to the customer, unless otherwise agreed. In any case Customers, or their authorized inspectors, have the right to inspect the goods only if they have received the authorization by NIGREMA SRL about their visit at least a week in advance. Where not expressly requested and agreed in writing all the documentation and inspection level will be according to Quality Specification Level (QSLs) – 1 API 6D last edition.

### 6. SPECIAL CONSTRUCTIONS

We do not accept cancellations of confirmed orders for particular products and / or standards products modified on customer's request.

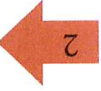
Valves ordered with predisposition for the actuator or gearbox will be provided with only the ISO flange connection, without nut or other part necessary for the actuator assembly unless expressly requested in the order.

### 7. DOCUMENTATION

All documents must be requested at order time; declarations of conformity, data sheets, certificates of conformity according to the Directive 2014/68 / EU P.E.D., 2014/34 / EU ATEX will be freely provided; the certificate of inspection and testing according to the EN 10204 3.1, manuals of use and maintenance or any other specific documents, will be charged at cost. Certificates, when requested, are provided in single copy with goods in electronic format (.pdf) by email. Any additional hard copies will be requested in written form to the sales office during the order.

#### NIGREMA S.r.l

Registered Office / Sede Legale: Via Bassetti 18, 20027 Rescaldina (MI) Italy  
Operating Office / Sede Amministrativa: Via 2 Giugno 277, 21050 Gorla Maggiore (VA) – Italy  
Tel. +39 0331 64 43 61 – Fax +39 0331 36 56 34 – [info@nigrema.it](mailto:info@nigrema.it) - [www.nigrema.it](http://www.nigrema.it)



Any failure to receive the mentioned documentation must be reported within five days of receipt of the material; such delay can not stop or extend the terms of Payment established. The original invoice declarations will be subject to a cost of Euro 25.00 while the certificate of origin issued by the chamber of commerce is subject to a cost of Euros 150.00. They must be previously requested during the order.

#### **8. PACKING**

The standard packaging is included in the price. Special or neutral packaging, fumigated cases (ISPM15) or with special protective wrappings, unless otherwise agreed, will be billed at cost and non-returnable.

#### **9. PAINTING**

The standard painting applied by NIGREMA SRL has the sole purpose of protecting the valves during the transport and storage period for a maximum period of 12 months from the date of delivery, and there is no guarantee for the suitability and the duration of this painting in specific operating conditions (temperature, humidity, etc.). In any event, painting, even if carried out according to the customer's specifications, is considered subject to wear out, therefore its duration is not guaranteed. For each painting cycle according to customer's specifications, it will be agreed a value to be rebilled.

#### **10. DELIVERIES**

Unless otherwise agreed, the delivery dates specified in the order confirmation are not binding. Therefore, any delays can not, under no circumstances, give rise to claims for damages or resolution, even partial, of the contract, unless it is expressly provided for and accepted in the order confirmation.

The right to cancel the order is lost in the case of ordered materials out of print or with special executions that make the product different from the standard version. The customer has no right to cancel the order if the delay is due to force majeure or postponements not attributable to NIGREMA SRL, for which a well-timed communication will in any case be given. Deliveries always take place according to availability, keeping in mind the production and construction needs and in accordance with the terms agreed (ACCORDING TO INCOTERMS 2010).

#### **11. PENALTIES**

Unless otherwise agreed in the order confirmation with an approved agreement and signed by NIGREMA SRL, no charge or penalty will be accepted for damages caused by a delay in deliveries. Any penalties are considered valid only in the case of written acceptance by NIGREMA SRL.

#### **12. SHIPMENT**

Unless otherwise agreed in the order confirmation, the goods are always delivered ex our Gorla Maggiore (VA) plant - (Ex □ Works). The goods, even if sold carriage paid, they travel at the risk and peril of the buyer. If the order does not specify the terms of delivery, NIGREMA SRL will do (with prior approval of the Customer) according to its own experience and without taking any responsibility. In case of delayed collection, storage costs will be charged.

Our Company reserves the right to partially or totally resolve the contract and / or send the goods charging the buyer if fifteen days pass from the notice of goods ready without any collection or instruction about delivery.

#### **13. RETURNS**

Any return of material must be previously required in written form and subsequently authorized. However, NIGREMA SRL reserves the right to accept or not the returned material if the same is damaged, looks different or if a tampering is evident. In every case the material proposed in return will not apply to supplies preceding thirty days from the request date made. No returns will be accepted for special products built specifically for the customer.

#### **14. PAYMENTS**

Payments must be addressed only to NIGREMA SRL, headquarters of Gorla Maggiore (VA).

In implementation of the legislation referred to D.lgs. (Legislative Decree) no. 192 of November 09 2012 on combating delays payment in commercial transactions. We inform you that, for all shipments made from 01/01/2013, the payment terms will have a maximum of "60 days, invoice date at the end of the month", unless otherwise agreed between the parties in written form.

#### **NIGREMA S.r.l**

Registered Office / Sede Legale: Via Bassetti 18, 20027 Rescaldina (MI) Italy  
Operating Office / Sede Amministrativa: Via 2 Giugno 277, 21050 Gorla Maggiore (VA) – Italy  
Tel. +39 0331 64 43 61 – Fax +39 0331 36 56 34 – [info@nigrema.it](mailto:info@nigrema.it) - [www.nigrema.it](http://www.nigrema.it)

**Nigrema Srl**  
**Andrea Marchini**  
Managing Director





The new directive establishes that once the payment term expires, default interest payments are automatically taken, corresponding to the interest rate applied by the ECB increased by 8 (eight) percentage points (ECB rate + 8%), over the minimum amount of Euro 40.00 as compensation for damages, with the possibility of charging the greater damage for the costs of assistance (legal fees) for credit recovery and bank charges. For orders with prepayments, the amount must be paid upon receipt of the order confirmation, and in any case before the preparation and readiness of the material.

#### **15. WARRANTY - LIABILITY**

NIGREMA SRL guarantees that the products supplied are free from material defects (not hidden), construction and operation defects for a period of 12 months after installation or 18 months from the date of supply. No delay in the installation can justify requests for warranty extensions unless previously agreed. Warranty does not include any responsibility for any damage caused to people and / or things, nor any damage caused by improper installation of the product due to inexperience, failure to comply with the rules and operating limits, or by incorrect transport and / or storage conditions. Any complaints must be reported in written form within three days of receipt of the goods, specifying the type of defect and will not be able to interrupt terms of payment established. No complaint can be considered if the Customer has not complied with the contractual obligations or the product has evident tampering or anomalies due to improper installations or maneuvers, or to use (even if occasional) in operating conditions above values indicated for each product. NIGREMA SRL will only replace the parts potentially encountered with defects of construction attributable to the manufacturer, upon return of the same carriage free. Therefore, this coverage does not cover the valve removal costs from its service, the transportation costs or any other costs directly or indirectly attributed to the defect. No damage attributable to them will be recognized. This warranty replaces any other warranty requested by the Customer.

#### **16. RETENTION OF TITLE**

As established by the article 4 of the European Directive 2000/35 / EC, all the goods supplied by NIGREMA SRL remain the exclusive property of the writer until full payment. In case of non-compliance, even partial, NIGREMA SRL will be able to claim ownership wherever they are, even if incorporated into assets owned by the client or third parties.

#### **17. DISPUTES**

For any dispute or disagreement regarding the conditions of sale, as an exception to what is indicated on the Book I, sect. III, C.P.C., any competing Forum is excluded and Milan is intended as the sole Forum of jurisdiction. Although not expressly agreed between parties, the Italian legislation in force is applied in addition to the uses and customs of the metalworking sector recognized by the Chamber of Commerce, Industry, Crafts and Agriculture (C.C.I.A.A.) from Milan. Any dispute concerning or related to international sales contracts, including those related to its interpretation, validity, execution and resolution, will be subjected to ritual arbitration, according to the ordinary procedure or rapid arbitration (depending on the value), in accordance with the Rules of the International Arbitration Chamber of Milan. The language of the arbitration will be Italian. Pursuant to and for the purposes of articles. 1341 and 1342 c.c. the contractor declares to have read and expressly accept the general conditions of sale.

#### **NIGREMA S.r.l**

Registered Office / Sede Legale: Via Bassetti 18, 20027 Rescaldina (MI) Italy  
Operating Office / Sede Amministrativa: Via 2 Giugno 277, 21050 Gorla Maggiore (VA) – Italy  
Tel. +39 0331 64 43 61 – Fax +39 0331 36 56 34 – [info@nigrema.it](mailto:info@nigrema.it) - [www.nigrema.it](http://www.nigrema.it)

Nigrema Srl  
Andrea Marchini  
Managing Director