

**CALDIC**Inspiring solutions in life science  
and specialty chemicals  
Because we careCaldic Italia s.r.l.  
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[www.caldic.com](http://www.caldic.com) @e-mail: [informazioni@caldic.it](mailto:informazioni@caldic.it)**GENERAL CONDITIONS OF SALE OF CALDIC ITALIA S.R.L.****1 Exclusivity of general conditions**

These General Conditions are applicable to all contracts entered into by Caldic Italia S.r.l. as seller of goods and/or services (the Products) and are to be considered fully effective towards the other contracting party, (the Purchaser), pursuant to art. 1341 of the Italian Civil Code. They apply generally and exclusively to all contracts entered into by Caldic Italia S.r.l., therefore any other conflicting or divergent conditions of sale posed by the Purchaser will be unacceptable, unless explicitly accepted in writing by Caldic Italia S.r.l. Caldic Italia S.r.l. reserves the right to modify, integrate or vary the General Conditions of Sale, attaching such variations to the offers or to any correspondence sent in writing to the Purchaser.

**2 Conclusion of contract**

The contract is stipulated exclusively in one of the following forms: a) written deed signed by both contractual parties; b) exchange of correspondence between the contractual parties; c) "order" placed by the Purchaser and expressly accepted in writing by Caldic Italia S.r.l., by means of the "order confirmation".

**3 Methods of delivery**

When placing an order, the Purchaser shall specify the place where delivery of the Products is to be made. The delivery is ex-works (EXW) and the delivery costs are charged to the Purchaser. The delivery date specified in the order confirmation is not binding for Caldic Italia S.r.l., which can subsequently confirm or modify it, according to its actual needs. Unless otherwise agreed between the parties, any delays in delivery of less than 30 (thirty) days do not give the Purchaser the right to refuse the delivery of the Products, nor to claim compensation or indemnity of any kind. The obligation to deliver the Products shall be deemed to have been duly fulfilled when the Products are handed over to the forwarding agent or carrier. With the delivery of the Products to the shipper or carrier Caldic Italia S.r.l. is expressly exempted from any liability for damage, custody and loss of Products. Any liability of Caldic Italia S.r.l. for damages resulting from early, late or non-delivery, total or partial, is excluded.

**4 Price Payment**

The agreed price, unless otherwise agreed in writing between the parties, must be paid within 30 (thirty) days from the date of the invoice duly issued by Caldic Italia S.r.l.. All prices quoted are to be intended excluding. The VAT to be applied will be the current one at the time of delivery. In case of delayed payment, the Purchaser is obliged to pay the interest accrued in accordance with the provisions of Legislative Decree No. 231 dated 9 October 2002. Any delay or irregularity in payment gives Caldic Italia S.r.l. the right to suspend orders received or to terminate contracts in progress, even if not related to the payments in question, as well as the right to compensation for any damages. The Purchaser shall pay in full even in the event of a dispute. Unless otherwise agreed, compensation with any credits towards Caldic Italia S.r.l. is not allowed.

**5 Reservation of title**

The products delivered remain under the ownership of Caldic Italia S.r.l. until full payment has been received.

**6 Warranty, obligation to inspect Products and limitation of liability.**

The Purchaser is obliged to immediately check the conformity of the order and the absence of defects or essential qualities of the Products and, unless otherwise agreed in writing between the parties, shall report to Caldic Italia S.r.l. the defect found, under penalty of forfeiture, within 8 (eight) days from delivery or receipt of the Products. The unreserved acceptance of the Products or the failure to send the report within the above term, determines the extinction of any claim against Caldic Italia S.r.l. arising from the sales contract. Any hidden defects, not detectable during the inspection of the Products, must be reported by the Purchaser to Caldic Italia S.r.l., under penalty of forfeiture, within 8 (eight) days from discovery.

In any case, this guarantee is valid for 1 (one) year from the delivery of the Products. In relation to perishable products, the warranty will be effective only until the expiry date indicated on the packaging of the product and in any case, no later than one year from the delivery of the same.

In no case can Caldic Italia S.r.l. be held responsible for direct, indirect or consequential damages, loss of production, downtime, recall costs and/or lost profits. The total amount of damages that the Customer may claim is limited to the value as set out on the invoice, net of taxes, of the goods involved in the dispute.

In case of complaint for defects or non-conformity of the Products, Caldic Italia S.r.l. will have the right to perform or have performed checks and controls on the Products in order to ascertain the existence of the reported defect and the immutability of the same Caldic Italia S.r.l..

The Parties confirm and acknowledge that the price of the products delivered has been determined by taking into consideration the obligations of the Purchaser as well as the conditions contained in this article 6.

**7 Force Majeure**

Cases of force majeure of any kind, such as epidemics, pandemics, adjustments in law and/or regulations, unforeseen business, transport or shipping difficulties, war, terrorist acts, fires, floods, unforeseen shortages of labour, raw materials and auxiliary products, energy shortages, strikes, lock-outs, provisions of the authorities or impediments of another nature which do not depend on Caldic Italia S.r.l. and which reduce, delay, hinder or prevent the manufacture, shipment, delivery of goods, exempt Caldic Italia S.r.l. from the commitments undertaken for the duration of, and according to, the extent of the impediment. If, as a result of force majeure, the supply and/or the taking over of delivery are delayed by more than 8 (eight) weeks, both Caldic Italia S.r.l. and the Purchaser are authorized to withdraw from the contract without any liability.

**8 Transfer of the contract**

The total or partial transfer of the contract and/or of the rights and obligations deriving from it to Caldic Italia S.r.l. is excluded without its prior and explicit written consent.



## 9 Applicable law and competent court

Unless otherwise agreed by the parties or laid down in these General Conditions, all contracts entered into by Caldic Italia S.r.l. are governed by the laws of the Italian Republic.

For any dispute relating to, or in any way connected to, the contracts to which these General Conditions apply, the Court of Busto Arsizio (VA) has exclusive jurisdiction; Caldic Italia S.r.l. will however be entitled to bring action at the Court of the Purchaser.

The Customer is obliged to comply with all rules and regulations applicable to the products, including, for instance, data privacy regulations, anti-corruption regulations, antitrust regulations, export controls/sanctions and/or environmental regulations.

## 10 Processing of personal data

With the purchase order, the Customer expresses consent to the processing of personal data, pursuant to Article 13 GDPR - Regulation (EU) 2016/679, after viewing the specific information available in extended version on the Site. The processing, storage, transmission of personal data is carried out in compliance with all precautionary measures, which guarantees their security and confidentiality, in accordance with the GDPR, for the sole purpose of being able to effectively meet the legal, civil and tax requirements related to the economic activity of the company including the management of collections and payments arising from the execution of contracts.

## 11 Final Provisions

(a) The invalidity of all or part of any provision of these General Conditions of Sale does not affect the validity of the remaining provisions.

(b) The present General Conditions of Sale are drawn up in two languages, Italian and English. Should any doubts arise as to their interpretation, the Italian version shall prevail.