



GENERAL CONDITIONS OF SALE

This document cancels and replaces any previous version.

M&M SOLAR BOILER S.R.L. (hereinafter M&M) products sales are made in accordance with the below General Sale Conditions.

Any amendment to such conditions is subject to written approval from M&M.

SCOPE

These General Sale Conditions are the only conditions that rule the products sale from M&M to the Buyer, according to the Purchase Order issued by the Buyer.

ORDERS

Orders received have to be considered valid and accepted by M&M only after the issuance of a formal Order Confirmation.

Orders received and confirmed definitively bind the customer who declares to know and accept all the conditions of sale without exception.

These General Conditions of Sale shall prevail in all cases over Buyer's general conditions of purchase, regardless of when Buyer's Purchase Order or general conditions of purchase were sent to M&M.

PRICES

The price is ex works Bovolone (Verona), Italy, unless differently agreed between the Parties. Prices indicated in the official Price List are meant net from VAT.

The price does not include any taxes.

In the case when the Parties agreed any product changes subsequent to the acceptance of the order by M&M, the latter reserves the right to change the selling price unilaterally.

In the event that, during the processing of the order, there are increases in production costs (including, without limitation, raw material and/or energy costs) resulting from circumstances beyond M&M's control, M&M shall have the right to increase the price of the products, in proportion to the increase incurred and immediately effective, upon written notice to the Buyer.

Unless otherwise agreed, any other expense or charge relating to the order (subsequent and complementary services, VAT, duties, bank charges or commissions due in relation to the payment, etc.) are borne by the Buyer.

DELIVERIES

Delivery terms are approximate and not binding. Any delays or partial deliveries do not entitle the Buyer to claim any compensation or damages, nor do they determine the possibility of revoking the order or suspending payments.

Delivery date means the day of departure of the goods from our factory.

The goods travel at the risk and peril of the customer even if they are shipped Delivered At Place. Any damage caused during transport must be reported to the carrier upon receipt of goods, marking the transport document "accepted subject to control", and in any case not later than eight (8) days from receipt of the same.

M&M SOLAR BOILER S.R.L.

sede legale: Via Alberto Dominutti n.20 - 37135 Verona

sede operativa: Via A. Da Giussano n.12-14 - 37051 Bovolone (VR)

P.IVA Cod. Fisc. Reg. Imprese Verona 04746810235

From the date of notification of the availability of the ordered goods, the Buyer is required to collect them within fifteen (15) working days. After this deadline, M&M reserves the right to apply penalties.

RETURNS

Any type of return must be previously authorized by M&M and shipped carriage free.
All products must be returned complete with the original components and without tampering.

WARRANTY

The warranty starts from the delivery date indicated on transport documents.
For coverage and applicability details please see the attached document.

TECHNICAL SPECIFICATIONS

Technical data, weights and dimensions given in catalogues, offers, communications and other documents generated by M&M are to be considered indicative. They may also be changed at any time and without notice in order to improve products.
M&M reserves a 10% tolerance on the content.

PAYMENTS

In the event that payment delays are agreed, the goods remain property of M&M until the Buyer has fully paid the invoices.
Any delays in payments (even partial) shall result in the right for M&M to charge the Buyer an interest corresponding to the European Central Bank interest rate increased by 7%. Interest shall run from the day following the due date of payment.

ORDER CANCELLATION OR MODIFICATION

Orders received and accepted by M&M may not be cancelled neither partially nor totally without M&M's written approval. Orders whose processing has already been undertaken may not be modified.
Any expenses deriving from order cancellation or modification will be invoiced to the Buyer.

JURISDICTION

For any disputes, the exclusive jurisdiction of the Verona judicial forum is recognized.

Bovolone (VR), Feb. 22, 2023

Attachment: Product Warranty

PRODUCT WARRANTY

1. The Company M&M SOLA BOILER S.R.L., registered office Via Alberto Dominutti 20, 37135 Verona, operative office Via del Commercio 10, 37051 Bovolone (VR), guarantees its products and assumes responsibility for defective or non-functional material due to construction faults, by granting, as of the date of the invoice issued by the manufacturer, the following warranties:
 - A. 5 years for models with vitrification treatment
 - B. 3 years for models devoid of vitrification treatment
 - C. 12 months on accessories and electrical components.

2. **The warranty will be valid under the following conditions:**
 - A. The product must be installed by qualified personnel (plumbers installers) according to the instruction, maintenance and use manual
 - B. Appropriate security measures must be taken against corrosion and overpressure (water softeners, safetyvalves, reducers, ground connection, etc.)
 - C. The user must provide for the normal maintenance of the accessory safety parts which ensure its proper functioning
 - D. The product is to be used for heating or storage of domestic and technical hot water and not for other uses.
 - E. The sacrificial magnesium anode must be checked every 12 months and possibly replaced as per the instruction manual
 - F. The product must not be tampered with or modified in its function
 - G. On the combined models (KFN - KF1 - KF2) it is mandatory to fill the internal domestic boiler first, even during testing of the system itself, as provided by the instruction manual
 - H. Any complaints must be communicated to the seller within 5 days after defect is found by registered mail or e-mail.

3. **Damaged boilers are excluded from the warranty in the following cases:**
 - A. Functioning with pressures or temperatures higher than the data shown on the identification label applied on each product
 - B. Damages occurred during transport, handling or installation
 - C. Incorrect installation, tampering or modifications made by the buyer or by a third person without the seller's authorization
 - D. Damage to the tank structure caused by water due to failure of rechecked during the maintenance that the bolts on the flanges are properly tightened.
 - E. Corrosion damage due to the use of aggressive water, as regulated by national

requirements, and presence of chemicals in the system water.

F. Influences from electrochemical currents due to improper or inadequate grounding installation.

4. Warnings:

- A. In case of complaints, the buyer must allow the manufacturer to ascertain the causes of the damage or the defect of the product by sending photos, observations and complete data of the model and type of boiler
- B. If the construction defect is recognized, the product must be returned ex warehouse to the manufacturer who may decide on the repair or replacement under warranty.
- C. The manufacturer shall never be liable for any damage resulting from interruption of service for repair or replacement under warranty of the product, nor for any installation and restoration costs, the warranty being limited to covering defects in the operation of the goods.
- D. The product supplied as a replacement will in turn have a 2 year warranty in case of private use, and 1 year in case of professional use (legal warranty).
- E. For any dispute, the exclusive jurisdiction of the court of Verona is recognized.