

General Terms and Condition of Sale:

- 1) Prices are ex-factory unless otherwise specified. Buyer is advised to insure the goods suitably.
- 2) Goods once sold will not be taken back or exchanged under any circumstances.
- 3) The tax shown in the invoice shall be properly accounted by the purchaser in their books of account.
- 4) Full payment of the Invoice amount shall have to be made on or before the due date.
- 5) Payments shall be made only by online electronic fund transfer. Title to goods shall pass only after receipt of all amounts due.
- 6) Company (Fabbrica Italiana Pompe Sommergibili S.r.l.) will have every lien on goods & services related to the invoice till the company receives payments in full.
- 7) Company's risk and responsibility ceases on delivery of goods to the carriers. No claims for breakage, pilferage or shortages to goods or loss of goods in transit or non-delivery of goods etc. will be entertained.
- 8) In the event of purchaser failing to take delivery of goods, the company after waiting for such reasonable period as circumstance permit and after giving due intimation to the purchaser, shall be entitled to resell the goods on behalf of the purchaser and after reimbursement of company's dues, loss or damages the balance, if any, will be paid back to the purchaser. But if reselling price is not sufficient to meet the company's loss or damages and or other dues, company shall be fully compensated by the purchaser in respect of the balance money due to company from the purchaser. The purchaser shall also make good the expenses incurred for handling, freight, demurrage, transport, installation and commissioning, banking, postage, reselling, etc. This is, in addition to company resorting to appropriate legal remedies.
- 9) FIPS standard packing is applicable as default, any other special packing should be requested at the time of order. The standard packing varies from carton boxes, carton boxes on wooden pallet, wooden boxes depending on the model, and type of pumps & accessories.
- 10) Goods not conforming to the order shall have to be intimated to the company within 3 days from the date of receipt of goods. No return shall be entertained after that date. Non conforming Goods can be returned only upon a written consent of the Company.

- 11) Warranty, if any, shall be subject to the terms and conditions of warranty contained in the Warranty Card issued along with the product or as per any separate Agreement.
- 12) All disputes are subject to the jurisdiction of courts at Milan only. Other courts' jurisdiction are excluded.
- 13) The above mentioned terms and conditions are subject to change without prior notice.