

GENERAL SALES CONDITIONS

GUARANTEE

The products are covered by a legal guarantee based on the laws and regulations in force at the date and in the country of purchase in relation to faults and defects in the manufacturing and/or the material used.

The components subject to wear, such as bearings, bushings, seals and sealing rings are guaranteed for a period no longer than their operating life.

The guarantee right begins from the date of delivery of the good and must be demonstrated by presenting the document proving delivery. In absence of documentation certifying the actual date of delivery, the guarantee begins on the date of production shown on the product identification plate.

The guarantee ends in the event of:

- faults caused by improper treatment or operations
- incorrect start-up or storage
- unsuitable connection or installation
- lack of suitable protection
- faults due to causes of force majeure or other external and uncontrollable factors
- use of the product with abrasive or corrosive liquids or different liquids to those allowed
- use of the product exceeding the limits declared on the plate or in conditions that are not permitted
- operations by the purchaser or unauthorized personnel to disassemble the product, even in part, modifications or tampering.

In particular, our guarantee is void in the event in which our submerged or submersible pumps (three-phase or single-phase) have not been installed with the command and protection equipment provided for.

The guarantee is limited to the replacement or repair of the pump or piece acknowledged to be faulty at the authorized Assistance Centers.

LIMITATION OF LIABILITY CLAUSE

Notwithstanding anything to the contrary, Supplier's cumulative contractual liability under this agreement including (without limitation) all the obligations related to the schedule and scope of work and deliveries of goods, warranties and indemnifications, both expressed and implied, arising from the agreement will not exceed the greater of €50,000 or the relevant purchase price of the agreement, with the exclusion of:

- Liability arising from fraud or willful misconduct
- Liability for death or personal injury

for which Supplier's liability shall be unlimited.

COMPLIANCE CLAUSE

Prohibited Trade: Customer will not sell, re-export or transfer any products or technical information or services supplied under this Agreement to any other countries except in full compliance with all applicable governmental requirements, including but not limited to applicable economic sanctions and constraints administered by the U.S. Treasury Department and applicable export control measures administered by the U.S. Department of Commerce and U.S. Department of State, any other U.S. government agencies and measures administered by the European Union or the government agencies of any other countries. Without limiting the foregoing, Customer will not sell, re-export or transfer any products or technical information or services supplied by Supplier to the disputed Ukrainian region of Crimea, Iran, North Korea, Syria, Cuba and North Sudan, including any entities or persons in those countries, either directly or indirectly. Any goods sold subject to this Agreement will be used solely by civil end users for civil end use, and will not be used in relation to nuclear, biological, chemical, or terror-related weapons or missiles capable of delivering those weapons. These regulations apply, no matter whether Customer is the ultimate consignee and end user of these products or is a distributor or other contractor intending to re-sell these goods.

ORDERS

The orders transmitted to our agents only become valid if approved by Pentair.

PRICES

The prices are intended net of tax and can be amended without prior notice as a consequence of general trends in the costs of labor or raw materials or for other causes.

DELIVERY

Delays due to causes of force majeure or other reasons do not justify cancellation of the order nor may any indemnity be requested. Partial deliveries, namely deliveries made in several lots, are also considered authorized. The deadline for delivery of the supplies shall never be considered peremptory or essential.

SHIPMENT

The goods travel at the customer's risk and danger even if sent free of charge. In the event of disputes, the customer must immediately point out the fact to the transporter by way of registered letter and also send a copy to Pentair Water. Nevertheless, no complaints are permitted any later than eight days after receipt of the goods.

TERMS OF PAYMENT

Payments for supplies are to be made in cash or according to the procedures set out and accepted upon ordering. Any delay or irregularity in payments, as well as any irregularity by the customer in execution of the contract constitute a breach and consequent payment of arrears. The seller is thereby authorized to issue a sight draft for the amount owed to him, without prejudice to any different or greater action on his part. Any contract, registration, stamp duty, invoice, receipt costs etc. are at the expense of the customer in the event of non-payment.

OWNERSHIP OF THE MATERIAL

Our right to ownership of the delivered material is valid until the corresponding invoice is paid in full. An unjustified delay in the agreed payment gives us the right to demand immediate return of the material delivered, free of charge.

RETURNS

No returns of goods are accepted unless previously authorized by way of a letter written by Pentair.

SUPPLIES

No understandings or promises other than the usual supply conditions are recognized unless signed in the purchase order and duly approved by Pentair Water.

DISPUTES

There can be no departures from the above conditions unless expressed and accepted in writing. The resolution of any disputes is under the jurisdiction of the Court of Pisa, even if the payment is agreed by way of draft.

This price list replaces and annuls all previous price lists.

The technical specifications shown in this catalogue / price list are given as an indication and may differ from the actual specifications. Should it be deemed necessary, Pentair reserves the right to amend the characteristics described without any prior notice.

RELATIONSHIP DATA

Pentair may process certain personal data in managing its business relationship with the customer, such as the names and contact details of customer personnel involved in maintaining or managing the customer's use of Pentair's products or services. Pentair will handle such personal data in accordance with Pentair's Privacy Notice, which is available at <https://www.pentair.com/en/privacy-notice.html>. The customer will provide any necessary notice to and obtain any legally-required consent from its personnel for Pentair's use of their personal data.