

**VIA PO 23-25-27**  
**20031 CESATE (MI) ITALY**  
**TEL. +39 02 96460406**  
**[www.gemmecotti.com](http://www.gemmecotti.com) - [info@gemmecotti.com](mailto:info@gemmecotti.com)**

## **GEMMECOTTI GENERAL CONDITIONS OF SALE**

This document can be viewed during the offer phase directly on the company website and is considered an integral part of the **order confirmation**. If we do not receive any written communication of objection from you within **3 days** of receiving the order confirmation, we will consider the content fully accepted.

### **1) General Provisions**

1.1. These General Conditions of Sale apply to all orders concerning the products sold by GemmeCotti Srl. These general conditions apply **only to B2B** sales (Business to Business) between GemmeCotti and Companies that purchase products for purposes related to their business or professional activity (hereinafter referred to as the **Customer**). Sales to private individuals are expressly excluded.

1.2. The Parties intend to give these conditions privileged and reinforced effect; therefore, any additional term or condition and/or other may become part of the Contract between GemmeCotti and the Customer only upon written acceptance by GemmeCotti, and these General Conditions will prevail over any general rules prepared by the Customer. GemmeCotti's acceptance of any purchase request by the Customer is expressly conditioned on the Customer's acceptance of these General Conditions of Sale.

1.3. Reference is made to the privacy policy available in the dedicated section of the website [www.gemmecotti.com](http://www.gemmecotti.com) at the following link [www.gemmecotti.com/privacy-policy/](http://www.gemmecotti.com/privacy-policy/) for any other legal information regarding privacy.

### **2) Definitions**

In these General Conditions of Sale, the following words and expressions, where the context does not require a different interpretation, have the following meaning:

- "**GemmeCotti**": means GemmeCotti srl with registered office in P.zza De Gasperi 15, Gerenzano (VA), Italy – VAT No. 02057740124.
- "**Customer**": means the company from which the purchase order is received.
- "**Products**": refer to the products listed in the GemmeCotti Order Confirmation.
- "**Price**": indicates the price of the Product indicated in the GemmeCotti Order Confirmation.
- "**Contract**": means any sales contract resulting from the completion of the purchase procedure, governed by these General Conditions of Sale.

### **3) Customer's Data**

3.1. The **Customer** who intends to place purchase orders undertakes to provide all the necessary corporate data so that GemmeCotti can issue all the necessary documentation for the fulfillment of the order (order confirmation, invoice, etc.).

3.2. For the purpose of order management, the Customer's **personal data** will be stored in GemmeCotti's computer and/or paper archives in accordance with the corporate privacy policy viewable online at the aforementioned link.

### **4) Product Characteristics**

4.1. The characteristics of the products, contained in the data sheets for each product, are available online on each page dedicated to each single item and are provided to the Customer during the offer phase. In case of doubt, the Client can contact GemmeCotti's technical/commercial office at [info@gemmecotti.com](mailto:info@gemmecotti.com).

4.2. The images and documentation of the Products shown on the website pages are to be considered purely illustrative; therefore, for the purpose of Product conformity, only the technical characteristics reported in the data sheets and drawings attached to the offer and relating to each individual Product will be considered. By sending the order, the Customer deems the technical data and dimensions of the pumps to be viewed and approved.

### **5) Chemical Compatibility**

The Customer, being the main expert/user of the liquid to be pumped, assumes total responsibility for the use of the Product concerning compatibility with the pumped liquid. The performance information provided on the website and in the chemical compatibility table consultable on the GemmeCotti website is

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Mod 1.0.11

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purely indicative (<https://www.gemmecotti.com/chemical-compatibility-guide/>). In case of doubt, the Customer can contact GemmeCotti's technical/commercial office at [info@gemmecotti.com](mailto:info@gemmecotti.com). If the product selection is performed by GemmeCotti, this is based on the experience of similar cases faced in the past.

## **6) Offer and Customer Order**

6.1. The products with their respective prices and conditions of sale are indicated in the official GemmeCotti quotation. Should the Customer wish to request changes, they must do so before sending the official order. Requests for modifications after receipt of the order will not be taken into consideration.

## **7) Conclusion of the Contract**

7.1. The Contract will be considered concluded between GemmeCotti and the Customer upon receipt of the order and the sending of the order confirmation by GemmeCotti. **The GemmeCotti order confirmation will prevail over any other document relating to the supply.**

7.2. Within 3 working days of receiving the order, GemmeCotti will send the Customer an Order Confirmation containing the summary of the contractual terms applicable to the Contract, information on the essential characteristics of the Products, and indications of the relative prices, payment methods, and applicable taxes. In case of delivery with Ex Works (INCOTERMS 2020 ICC) terms, GemmeCotti will subsequently send the Customer an email notification of goods ready for collection. For this purpose, GemmeCotti will use the email address indicated by the Customer at the time of placing the order, declining any responsibility in case of an incorrect address.

7.3. The Customer is required to check the correctness of the indicated data and communicate any corrections to GemmeCotti within 1 working day of receiving the Order Confirmation.

## **8) Prices**

8.1. The prices of the Products are those indicated in the GemmeCotti offer and are to be understood net of VAT and excluding any other tax or duty and any additional costs such as, for example, transport costs. The contract between the parties is considered concluded only with the sending of the order confirmation to the Customer by GemmeCotti. The validity of the offer is indicated at the bottom of the offer. Orders received after the validity date indicated in the offer may not be accepted.

## **9) Deliveries**

9.1. The delivery date is indicative and is written in the Order Confirmation.

9.2. Neither Party shall be held responsible for the delay in delivery, if this is due to force majeure or unforeseeable circumstances. In such situations, GemmeCotti will promptly communicate a new deadline to the Customer within which the goods will be delivered and will make every reasonable effort to fulfill the obligations. The Customer may request information on the progress of the execution of the Contract at any time by contacting GemmeCotti's Customer Service at the telephone number/email address indicated in these General Conditions of Sale and/or on the Website and/or in the Order Confirmation.

9.3. The date indicated in the order confirmation for delivery **must not be considered firm and binding**. Unless otherwise indicated in writing and reported in the order confirmation. In case of EX-WORKS sale (Incoterms EXW), at the moment of delivery to the Customer, to the freight forwarder, to the carrier, or to the person in charge of transport at the GemmeCotti headquarters, the responsibility for total or partial loss of the products is transferred to the Customer. It remains understood that the Products are considered delivered when they are made available to the Customer, or their representative, in GemmeCotti's loading area.

9.4 Upon delivery of the purchased Products, the Customer (or their representative) is required to verify: (i) that the number of packages being delivered corresponds to what is indicated in the transport document / delivery document; and (ii) that the packaging is intact, not damaged, wet, or otherwise altered.

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9.5 Penalties for delayed delivery are not accepted unless expressly agreed upon during the order phase and reported in the Order Confirmation.

## **10. Terms and Conditions of Payment**

10.1. The purchaser is required to pay the amount relative to each order by bank transfer, or other means agreed upon in the contract, within the payment deadline indicated in the order confirmation or invoice. The purchaser will bear ALL banking costs related to the bank transfer or other form of payment. Payment is considered to have occurred only when GemmeCotti receives on its bank account the total amount of the price indicated in the order confirmation or invoice.

## **11. Non-Payment**

In case of non-payment by the Customer within the established terms, GemmeCotti will consider it a serious breach by the purchaser, and every form of warranty on the goods will no longer exist. In any case, once payment is made, the lost warranty will not be recovered.

## **12. Invoice Issuance**

GemmeCotti will issue the invoice that will be sent to the email address indicated by the Customer in the order (or through other legal channels). No variation of the fiscal documents can be made after the issue of the invoice.

## **13. Order Cancellation**

Should the purchaser wish to cancel the order, while the goods have not yet been delivered, they must promptly communicate the request by email and, if they have already made the payment, a credit note will be issued. The sums covering any costs already incurred by GemmeCotti up to the moment of order cancellation will be retained. These costs will be regularly invoiced.

## **14. Complaints**

In order to obtain the warranty, the defect must be reported in writing to GemmeCotti within 8 days of discovery but in any case within the warranty period, and the part intended for repair or replacement must be sent to GemmeCotti if requested by the latter. On-site warranty is not exercised. In case of return of goods under warranty, the goods must arrive at GemmeCotti properly decontaminated, and the Customer must issue a written declaration of decontamination.

## **15. Warranty and Exclusions**

For warranty conditions, refer to Mod. 1.11.6E.

## **16. Limitations of Liability**

16.1 If the pumped liquid and the required performance were not communicated during the quotation request phase, and/or in any case confirmed by GemmeCotti in the order confirmation, or if the pump is not used in accordance with its intended use or under reasonably foreseeable conditions as indicated in the Machinery Directive 2006/42/EC article 4 paragraph 1, the Customer assumes total responsibility for the use of the product, possibly improperly employed, and consequently the warranty, the declaration of conformity with the Machinery Directive 2006/42/EC, and the relative CE marking will no longer be valid. The use in accordance with its intended purpose and the reasonably foreseeable conditions are subject to compliance with the technical limits (temperature, operating point, compatibility of materials with the pumped liquid, NPSH, etc.) reported in the GemmeCotti technical data sheets and in the use and maintenance manuals.

16.2. If the aforementioned requirements are not respected, the Customer assumes responsibility for placing the product on the market and must prepare a new declaration of conformity and re-mark the pump. The user is, in any case, considered to be the most knowledgeable about the chemical compatibility and reactions between the liquid to be pumped and the pump's construction materials. The information provided by GemmeCotti Srl regarding chemical compatibility and reactions between the liquid to be pumped and the pump's construction materials is purely indicative and does not constitute any responsibility on the part of the manufacturer.

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16.3. The Customer is solely responsible for the correct use of the pump and its careful maintenance. Consequently, the warranty will not be applied to pumps that have been poorly stored (not housed in a closed and dry place, necessary due to the particularity of the purchased materials), contaminated, handled negligently, incorrectly installed, tampered with, or poorly adjusted, or improperly used in wrong applications and/or conditions. Specifically, GemmeCotti assumes no responsibility in case of wear caused by corrosion.

16.4 If the pump is used outside of the contractual clauses, the CE declaration of conformity will lapse.

16.5. Ordinary repair and/or maintenance interventions must be performed respecting the indications reported in the use and maintenance manual and carried out by experts in the field of pumps. Any modifications or tampering not authorized by GemmeCotti will void the warranty and the CE declaration. In this case, the Customer will assume the product risk and must prepare a new conformity declaration.

## **17. Improper Use**

In case of improper use of the pump and/or non-observance of the information contained in this document, in the warranty clauses and/or in the use and maintenance manual, the warranty will no longer be applicable. GemmeCotti declines all responsibility for damages of any kind, both direct and indirect, caused to things or people that are not pertinent to the use that could be legitimately expected at the moment the products were manufactured.

## **18. Export of DUAL-USE Goods**

18.1. Some types of GemmeCotti pumps may be subject to the EU European regulations on "**Dual-Use**" materials (EU law 2021/821 and subsequent updates). In this case, according to the final destination of the goods the scenario may be different.

-Delivery outside the European Union: GemmeCotti may be obliged by the aforementioned EU Law to require the export authorization to the Italian authorities (MAECI- Export Ministry).

GemmeCotti will provide the Customer with the official documents requested by the Authorities that must be duly filled in by the **END USER** of the goods **following strict instructions**. GemmeCotti reserves the right to accept the order only after having verified that all the documentation produced by the Customer and/or the end user corresponds to what is required by Law.

In the affirmative case, GemmeCotti will carry out all the authorization request procedures with the competent Authorities, and the delivery date will be subject to the release of the license by the authorities. GemmeCotti cannot in any way be held responsible in case of significant delays or impossibility of obtaining the authorization. In any case, the Customer will be required to make the total and timely payment for the goods on the delivery date provided in the order confirmation, without the possibility of deferment or cancellation, even in case of delay or refusal to issue the license by the delegated authorities.

- If the delivery indicated in the order of the Customer is in a country of the EU and the goods are considered Dual Use material, GemmeCotti will inform the Customer by means of a note in the order confirmation. **Without prejudice to the Customer's obligation to verify the classification of the Product for Export purposes**, the Customer is required to study the regulation in question and, should they then wish to export the aforementioned goods outside the EU, they will be responsible for applying for an export license from the competent authorities.

- Should a Customer located in the EU request the delivery of Dual-Use goods outside the EU, they must expressly indicate it during the offer phase to allow GemmeCotti to evaluate the possibility of export. Failing the above, if the Client indicates a delivery address for Dual-Use goods outside the EU only in the order, GemmeCotti reserves the right to accept the order only after having verified that all the documentation produced by the Client and the end-user corresponds to what is required by Law. In the affirmative case, GemmeCotti will carry out all the procedures indicated in the point 18.1.

18.2 In the case of Dual-Use goods, the specific use of the products must necessarily be declared when requesting export authorization to the competent Authorities; the purpose of use of the products cannot be varied after export, as provided for by the specific Laws governing dual-use materials.

## **19. Applicable Law**

These general conditions of sale, as well as any contract concluded between GemmeCotti and the Customer, are governed by Italian law.

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## **20. Dispute Resolution**

20.1. In case of disputes between GemmeCotti and the Customer, an amicable settlement will first be sought, even with the intervention of the arbitration chamber of the Milan Chamber of Commerce. In case of recourse to the court, the competent Forum will be that of Busto Arsizio (VA).

## **21. Publication**

These conditions are published and made consultable on the [gemmecotti.com](http://gemmecotti.com) website, or are otherwise made known and available to the Client through communication, including electronic communication.

## **22. Unilateral Modifications**

GemmeCotti reserves the right to make additions and/or modifications to these contractual conditions of sale, giving notice to the Customer by appropriate means, including their publication on the Website. It remains understood that the version of the General Conditions effective in relation to each purchase will be the one in force and accepted during the order phase.

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Updated on 05/01/26.

The purchaser, pursuant to articles 1341 and 1342 of the Italian Civil Code, expressly approves the following articles: art. 11 (resolutive clause), art. 13 (order cancellation), art. 15 (warranty), Art. 16 (limitations of liability), art. 20 (disputes).

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