



General Terms and Conditions of Sale

GENERAL TERMS AND CONDITIONS OF SALE – ELEMENTS S.r.l.

1.0 SCOPE OF APPLICATION

1.1 These “General Terms and Conditions of ELEMENTS S.r.l.” apply to all contracts for the sale of products by ELEMENTS S.r.l. and shall prevail over any differing terms provided by the purchaser (hereinafter also referred to as the “Client”). They govern all current and future contracts between ELEMENTS S.r.l. and the Client, unless otherwise specified in specific conditions individually agreed upon by the parties. These general terms do not apply to sales to consumers but only to sales made to buyers acting in the course of their business, trade, craft, or professional activity.
1.2 The term “specific conditions” refers to the conditions agreed upon for each individual supply and stated in the relevant order confirmation.
1.3 The partial invalidity of a clause of these “general conditions” shall not entail the invalidity of the entire clause nor of the general conditions as a whole. The invalidity of one clause shall not affect the validity of the entire contract.

2.0 CONCLUSION OF THE CONTRACT

2.1 Client orders shall not be binding on ELEMENTS S.r.l.; therefore, upon receipt of each order, ELEMENTS S.r.l. will send the Client an order confirmation by email or fax, specifying prices and specific conditions. Within two (2) days of receiving the order confirmation, the Client must date, sign, and return it to ELEMENTS S.r.l. by fax or email. Alternatively, certified email (PEC) may be used. Even in the absence of the Client’s express acceptance in the aforementioned manner, the order shall in any case be deemed confirmed and binding under the terms specified in the order confirmation, unless written notice to the contrary is given by the Client within two (2) days of receipt.
2.2 The Client’s acceptance of the order confirmation implies acceptance of these general terms and conditions. Any modification to the order confirmation requires written consent from ELEMENTS S.r.l.
2.3 The performance of the contract through conclusive conduct implies acceptance of both the specific and general terms of sale, even if not formally signed by the parties. Consent is in any case deemed to have been given on the basis of the documents exchanged by the parties up to the moment the first conclusive act is validly carried out, without prejudice to the provisions of Article 1.1.
2.4 The Client may not assign the contract without the written consent of ELEMENTS S.r.l.; even in the event of such written consent, the Client shall remain jointly and severally liable with the assignee for the assigned contract.
2.5 The Client agrees not to use any distinctive mark of ELEMENTS S.r.l., nor any industrial property rights or know-how owned by ELEMENTS S.r.l., whether protected or not, nor any references, transport materials and/or ELEMENTS S.r.l. origin documentation, unless expressly and previously authorized in writing by ELEMENTS S.r.l. The Client also undertakes not to engage in any conduct that may harm the image or reputation of ELEMENTS S.r.l., whether by their own actions or those of third parties.

3.0 DELIVERY

3.1 The delivery date indicated in the order confirmation shall not be considered essential. Should ELEMENTS S.r.l., for production reasons, be unable to meet the delivery date stated in the order confirmation, it shall notify the Client in writing of a new delivery date. In any case, exceeding the estimated delivery date shall not entitle the Client to request termination of the contract.
3.2 The Incoterms 2020, in their most recent version, shall apply only if expressly referred to in the order confirmation.

4.0 PRICES AND PAYMENTS

4.1 Prices are expressed in Euros.
4.2 Unless otherwise stated in the order confirmation, product prices include packaging costs but exclude any other delivery-related charges. Any discounts shall be considered as specific conditions reserved for the Client named in the order confirmation and shall not constitute commercial practice. Any modification to the prices stated in the order confirmation (including rounding, reductions, offsets, or otherwise) must be agreed upon and accepted in writing by ELEMENTS S.r.l. No unilateral price reductions or unagreed payment extensions are permitted unless previously authorized in writing by ELEMENTS S.r.l.
4.3 Payments must be made exclusively to ELEMENTS S.r.l. Any monetary obligation must be fulfilled at the registered office of ELEMENTS S.r.l., located at Via Postumia Ovest 226, Olmi, 31048 San Biagio di Callalta (TV), unless otherwise indicated in the specific conditions of the order confirmation.
4.4 The terms of payment are expressly governed by the specific conditions included in the order confirmation. In the event of deferred payment, failure to pay even a single instalment will result in the loss of the payment extension, and ELEMENTS S.r.l. shall be entitled to claim the full amount due without prior formal notice or default. In the event of delayed payment beyond the agreed due dates, the Client will be charged default interest as provided by Legislative Decree No. 231 of 2002 and subsequent amendments.
4.5 In the event of raw material price changes occurring after the Client has accepted the order confirmation, ELEMENTS S.r.l. reserves the right to increase the sales price indicated in the order confirmation. ELEMENTS S.r.l. will promptly notify the Client in writing of the price increase, and the Client will have 24 hours from receipt of the notice to cancel the already confirmed order in writing, excluding any other remedy. If no written objection is received from the Client within 24 hours of ELEMENTS S.r.l.’s communication, the price increase will be deemed accepted. All communications must be made using the methods and formats specified in Clause 2.1 of these General Terms and Conditions.

5.0 CUSTOM OR NON-STANDARD PRODUCTS

5.1 “Custom and/or non-standard products” refer to products that require specific materials for the Client and that the Client commits to purchasing within one year from the first order confirmation, in the minimum quantity indicated in ELEMENTS S.r.l.’s offer. If the quantity requested in the first order of “custom and/or non-standard products” is less than the minimum quantity stated in ELEMENTS S.r.l.’s initial offer, the Client is nonetheless required to order, pay for, and collect the remaining quantity within one year

from acceptance of the first order confirmation, until the minimum stated in the initial offer has been fulfilled.

6.0 RETENTION OF TITLE

6.1 The goods are sold with retention of title until full payment of the invoice amount and any additional charges has been made.
6.2 The issuance of checks, bills of exchange, drafts, or assignments shall not constitute payment until they are fully honored. In all cases of Client default, ELEMENTS S.r.l. may retain, as an advance, all payments received up to the moment such default occurred. In any case, ELEMENTS S.r.l. retains the right to claim compensation for additional damages.
6.3 The Client agrees to cooperate with ELEMENTS S.r.l. as needed to safeguard ELEMENTS S.r.l.’s ownership rights over the sold products. Any resale to third parties while retention of title is still in effect must be expressly authorized in writing by ELEMENTS S.r.l. ELEMENTS S.r.l. is authorized to carry out, at the Client’s expense, any formalities necessary to make the retention of title enforceable against third parties.

7.0 LONG-TERM SUPPLIES

7.1 ELEMENTS S.r.l. shall not be bound by any request for long-term supply unless such request is expressly accompanied by a detailed order schedule confirmed by ELEMENTS S.r.l. “Long-term supply” means a request by the Client involving multiple deliveries over time. “Detailed order schedule” refers to a Client order that includes the type of products, quantities, and delivery times.
7.2 Except as provided in Art. 7.1, the Client’s purchase forecasts shall not be binding on ELEMENTS S.r.l.

8.0 LIABILITY AND LIMITATIONS

8.1 Products are manufactured and identified in compliance with the regulations in force at the place of production; any specific requirements must be agreed upon in writing between the parties in advance.
8.2 ELEMENTS S.r.l. shall not be liable for direct or indirect damage to persons and/or property if the defect in the product that caused the damage did not exist at the time the product was delivered to the Client.
8.3 If ELEMENTS S.r.l. is held liable for any damage caused by defects in its products, it shall, with regard to property damage, recognize compensation up to a maximum amount equal to the price paid by the Client for the purchase of the defective product.
8.4 Without prejudice to statutory limitations, under no circumstances shall ELEMENTS S.r.l. be liable for:
a. Claims for compensation made by the end user;
b. Loss of profits, income, or benefits;
c. Reputational damage;
d. Any other damage, including indirect, incidental, special, or economic damage.
8.5 The Client shall hold ELEMENTS S.r.l. harmless from any claim for damages arising from improper or non-compliant use of the product, contrary to the indications provided by ELEMENTS S.r.l.

9.0 NOTICE OF DEFECTS

9.1 Any notice regarding defects or faults in the products must be made in writing, in the manner and form set out in clause 2.1. For apparent defects, the notice must be submitted within eight (8) working days from the delivery of the products to the Client; for hidden defects, within eight (8) days from discovery, and in any case no later than twelve (12) months from the delivery of the products. The notice must clearly state the nature of the defects, the production batch number, the order number, references to the transport documents, and must be accompanied by photographic evidence. ELEMENTS S.r.l. undertakes to replace, in whole or in part, any products recognized as defective, provided the complaint is submitted within the timeframes indicated above, and may request the return of such products. Except in cases of willful misconduct or gross negligence, the above remedies exclude any other warranty or liability of ELEMENTS S.r.l. arising from the supplied products or their resale.
9.2 In any case, complaints or claims, for any reason whatsoever, shall not entitle the Client to suspend payment for supplies made by ELEMENTS S.r.l., nor to terminate the contract.

10.0 JURISDICTION AND APPLICABLE LAW

10.1 Any dispute regarding the interpretation, validity, or effectiveness of this contract, the “general terms and conditions” and the “specific conditions,” or otherwise related thereto, shall fall under the exclusive jurisdiction of the Court of Treviso (Italy), without prejudice to ELEMENTS S.r.l.’s right to bring action, by way of exception, before the Client’s local court.
10.2 The order confirmation, the “general terms,” the “specific conditions,” the contract, and any modifications thereto are governed by Italian law.
10.3 In case of discrepancies in interpretation between the Italian version of the order confirmation, the “general terms,” the “specific conditions,” and the contract, and the versions translated into other languages, the Italian version shall prevail and shall be the only version legally binding.

11.0 PRIVACY

11.1 During the execution of contractual relationships, the personal and contact data (identification data, company emails, company phone numbers, work smartphones, etc.) of directors, employees, and collaborators who, by virtue of their duties and responsibilities, manage or execute the contract, may be mutually disclosed or otherwise made available. Both parties therefore agree to process such personal data solely to the extent strictly necessary for the performance of all aspects of the contract.
The Client hereby declares to have received all the required information (www.elementsitatia.com + www.aplenamembranes.com) in accordance with Article 12 of the European General Data Protection Regulation (EU Regulation 679/2016) and the relevant national legislation (in Italy: Legislative Decree 196/2003 as amended by Legislative Decree 101/2018).