

GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale (“**T&Cs**”) apply to any sale made between CALEFFI NORTH AMERICA (CALEFFI), a company with a primary place of business being Milwaukee, Wisconsin, (“**CALEFFI**”), and its customers (“**CUSTOMER**”). They cover goods offered in CALEFFI’s catalog or on its company website, or any other goods supplied by CALEFFI to the CUSTOMER.

Any terms and conditions other than those contained in these T&Cs shall have legal effect only if accepted in writing.

Art. 1 Products

The Products subject to these T&Cs are those offered in the CALEFFI catalogue, or on the company website, with the technical specifications and designs contained therein. If the Products are developed and built pursuant to specifications defined by the CUSTOMER, the specifications shall be subject to a separate written agreement between CALEFFI and the CUSTOMER.

The CUSTOMER acknowledges having reviewed all product technical documentation and user manuals before purchase. Illustrations and specifications in CALEFFI brochures, price catalogs, websites, and other promotional materials are non-binding and subject to change. CALEFFI reserves the right to modify products as necessary without formal notification.

The illustrations, descriptions, and information provided in CALEFFI brochures, catalogs, websites, or other promotional materials, regardless of the method of communication, are solely for reference and general information purposes. While these materials may depict individual products, they do not constitute a binding commitment or guarantee of specific product execution by CALEFFI. As such, all data and descriptions provided in the above referenced materials are considered indicative and non-binding, and CALEFFI accepts no liability for reliance on them.

CALEFFI reserves the right to modify products at any time as deemed appropriate, irrespective regardless of how they are presented or described in promotional materials, including brochures, catalogs, product descriptions, or websites. Additionally, CALEFFI shall not be held to any declarations, promises, conditions, or guarantees made by employees, agents, or representatives that conflict with these T&Cs unless expressly included within a document formally signed by the legal representatives of CALEFFI.

Art. 2 Orders

Unless otherwise agreed in writing, the CUSTOMER must send the orders to CALEFFI in writing or via Electronic Data Interchange (“EDI”), specifying information including all the data of the item, the quantity, final cost and other important data related to each item.

Orders are not binding for CALEFFI, which reserves the right to accept or reject them at its discretion. For accepted orders, CALEFFI will provide an order confirmation. In accordance with UCC § 2-206(1)(b), a sale contract shall also be deemed concluded upon CALEFFI starting to execute the order, with the CUSTOMER released from any obligation to communicate separate acceptance.

CALEFFI reserves the right not to execute orders in the event of force majeure or other external causes outside its control, as defined in UCC § 2-615(a), “delay in delivery or non-delivery in whole or in part by a seller...is not a breach of his duty under a contract for sale if performance as agreed has been made impracticable by the occurrence of a contingency the nonoccurrence of which was a basic assumption on which the contract was made.” In such cases, CALEFFI will notify the CUSTOMER, who waives the right to claims for penalties or damages, further such orders in the event of any cause not attributable to the same.

Art. 3 Delivery Terms and Transfer of Risk

Delivery terms, if communicated by CALEFFI to the CUSTOMER, are provided as approximate estimates and are non-binding. Domestic deliveries within the United States will be shipped F.O.B. Destination, while shipments to Canada will be shipped F.O.B. Ex Works. For standard orders, goods shall typically be handed over to the courier within an average of four (4) days, and within two (2) days following order confirmation for urgent orders.

If no acknowledgment is received from CUSTOMER within twenty-four (24) hours of CALEFFI sending the order confirmation, CALEFFI will proceed on the assumption that the terms, conditions, and technical data specified in the catalog located at www.caleffi.com have been accepted. Any delays in delivery shall not serve as grounds for terminating the contract, nor shall they entitle the CUSTOMER to compensation for damages, penalties, price reductions, or deferred payments.

In cases of delay caused by unforeseen circumstances beyond CALEFFI’s control—such as strikes, natural disasters, accidents, war, uprisings, or delays from suppliers—the CUSTOMER may, at their discretion, extend the delivery deadline for the duration of the event or cancel the purchase. However, CALEFFI shall not bear liability for such delays or missed deliveries.

Unless specifically agreed to otherwise in writing between the parties, the identification of goods and transfer of ownership occur once the goods are handed over to the first carrier. Transport and insurance costs, as well as risks associated with transport, are to be borne by the CUSTOMER. The selection of the shipper and/or carrier may be made by CALEFFI at its discretion. CALEFFI shall not assume liability for delivery delays, loss, or damage to goods occurring during transit.

Art. 4 Prices and Payment Terms

Unless otherwise agreed in writing between CALEFFI and the CUSTOMER, prices for goods will be those listed in the order confirmation. Payments shall be made in primary place of business. Prices may be subject to change, and CALEFFI reserves the right to amend prices prior to order confirmation. Payment must be made in US dollars.

Payment terms and methods agreed between CALEFFI and the CUSTOMER are deemed irrevocable and essential to CALEFFI's interests. In the absence of any specific agreement, the standard payment in full shall be net thirty (30) days of order confirmation.

Late payments will incur default prejudgment interest consistent with Wis. Stat. § 138.04 (5% annual interest rate). Furthermore, CALEFFI reserves the right to amend payment terms applicable to new orders at any time.

The CUSTOMER shall bear responsibility for all taxes, duties, and other fiscal and/or administrative charges, as well as any government-imposed costs related to the purchase, importation, exportation, and resale of the products purchased from CALEFFI.

Art. 5 Warranty

1. Terms of Warranty

The terms of the warranty are extended by CALEFFI to the CUSTOMER listed as the "Ship To" on the order confirmation. CALEFFI warrants that each CALEFFI product will be free from defects in material and workmanship for a period of two years from the date of the transfer of ownership as defined in Article 3 of this document. Exceptions to this warranty period:

- Z-one Zone Relays - three years from the date of the transfer of ownership.
- Z-one Valves and Z-one Zone Relays purchased and installed together - five years from the date of the transfer of ownership.

The terms of this warranty are subject to the correct use and installation of the Product. CALEFFI may not be deemed liable for any malfunction or defect attributable to the erroneous installation, use or maintenance of the products purchased or the failure to follow the instructions, including maintenance instructions indicated in the instruction manual and/or on any warning or caution labels.

The warranty does not cover all the parts deemed to be "consumer" parts and/or subject to normal wear and tear and expires if the causes of the problem are attributable to accidents, improper use, improper storage, negligence, inappropriate use or use outside of the scope of the supply and more generally attributable to negligence or actions performed on the product by the CUSTOMER without the written permission of CALEFFI.

CALEFFI shall not be liable for the costs to disassemble, transport, reassemble, reinstall or test the products covered by this warranty. The CUSTOMER's sole and exclusive remedy under this warranty for defects in the product shall be the repair, replacement or refund of the purchase price, in and at CALEFFI's sole discretion, of the defective product, or components thereof.

2. Product returns

The warranty services must only be performed at CALEFFI's North American headquarters located in Milwaukee, Wisconsin, U.S.A. Where deemed necessary and appropriate by CALEFFI, product returned by the CUSTOMER may be sent to Caleffi S.p.A. located in Fontaneto D'Agogna, Italy, or to a third-party site for additional analysis.

Products being returned to CALEFFI under this warranty, or for any reason, can only be returned with a Returned Goods Authorization (RGA) issued by CALEFFI. Product returned without an RGA being issued, or failure to follow any of the instructions on the RGA, may result in the product being returned to the CUSTOMER without any analysis being carried out or compensation being issued. The shipping costs from the location of the product to CALEFFI, and back as appropriate, shall be borne by the CUSTOMER who also assumes the risks while the goods are in transit.

CALEFFI reserves three months as of the date of receipt of the product at CALEFFI to carry out the necessary checks and/or tests to determine the products' conformity or the nature of the failure. For all the products returned and checked, CALEFFI undertakes to define the nature and cause of the failure. Where it is possible to do so, based on the checks and tests made by CALEFFI or another party assisting in the analysis, CALEFFI will remedy the CUSTOMER as defined in the Terms of Warranty.

If no flaws or defects are found, or if the nature of the failure is found to be outside of what is defined in the Terms of Warranty, or if the product is no longer covered by the warranty, CALEFFI may elect not to compensate the CUSTOMER. In such a case, an explanation of the analysis and the findings will be provided to the CUSTOMER.

Art. 6 Complaints

The CUSTOMER shall immediately examine the products purchased with due diligence and attention when they arrive at their warehouses and shall, without delay, communicate any defect or non-conformance of the Products.

Under penalty of invalidity, the CUSTOMER's complaint must be received by CALEFFI within three days of the date of receiving the goods and, in the case of sales with staggered deliveries, references will be made exclusively to the individual delivery or deliveries with which the complaint is concerned.

Any complaints for claimed defects, flaws or irregularities in the goods do not, in any case, release the buyer from the obligation to promptly and accurately pay the invoices.'

Art. 7 Liability

Under no circumstances shall CALEFFI be held liable for indirect damage suffered by the CUSTOMER or by third parties, such as, by way of example and not limited to, damage to image, loss of profits, production or contracts, penalties or reimbursements of any kind, etc.

Except in cases of willful intent or gross negligence on the part of CALEFFI, liability and any consequent compensation due to the CUSTOMER from CALEFFI shall be limited to the purchase price paid by the CUSTOMER for the CALEFFI product or products with which the complaint and/or non-compliance is concerned.

Art. 8 Privacy and Intellectual Property

The “CALEFFI” name, trademarks, and associated materials are the sole property of CALEFFI and are protected under U.S. intellectual property laws, including but not limited to the Lanham Act (15 U.S.C. § 1051 et seq.), which governs trademark protections and prohibits unauthorized use of trademarks in a way that could cause confusion, deception, or dilution. The CUSTOMER may not claim any rights or ownership of these trademarks or associated materials, either directly, indirectly, or through an intermediary entity.

Unless explicitly authorized in writing by CALEFFI, the CUSTOMER is prohibited from using the “CALEFFI” trademark or any other legally protected marks owned by CALEFFI. Should authorization for use be granted, the CUSTOMER must adhere to the specifications provided by CALEFFI regarding the font, size, proportions, color, and graphics associated with the trademark.

For any online use of the “CALEFFI” trademark or product graphics (including names, images, and texts provided by CALEFFI that identify CALEFFI or its products) on social media platforms such as Facebook, Instagram, Twitter, LinkedIn, or any other network associated with the CUSTOMER, the CUSTOMER must ensure these elements are not used alongside content that is insulting, defamatory, discriminatory, libelous, offensive, or obscene, whether directed at third parties or concerning the CALEFFI trademark.

All personal data provided to or processed by CALEFFI shall be handled in compliance with applicable U.S. and Wisconsin laws on data privacy, including but not limited to: Federal Trade Commission Act (15 U.S.C. § 45): Governs unfair and deceptive practices, including misuse of consumer data; Consumer Credit Protection Act (15 U.S.C. § 1681 et seq.): Addresses data privacy in credit reporting; Wisconsin Statutes § 134.98 (Notice of Unauthorized Access): Governs notification requirements for data breaches in Wisconsin.

CALEFFI is committed to adhering to all relevant privacy laws and implementing best practices for the protection of personal data. Further details regarding CALEFFI’s privacy policy can be provided upon request.

Art. 9 Miscellaneous

The invalidity, illegality, nullity, voidability or ineffectiveness of any provision of these T&Cs or part thereof shall not affect the validity, legality or effectiveness of the remaining provisions, which shall continue to be valid and effective and, if necessary, shall be interpreted in a sense in which they can have some effect. These T&Cs are drafted in Italian and English. In the event of any discrepancy between the two versions, the Italian language version shall prevail.

Art. 10 Export Control, International Economic Sanctions and No Exportation Clause

10.1 The CUSTOMER: (i) acknowledges and agrees that the export of the products procured from CALEFFI outside the customs territory of the United States, and/or towards certain entities or destinations, could be subject to control by competent authorities; (ii) represents and warrants that it has implemented all necessary measures to comply with applicable U.S. laws and regulations, including but not limited to: Export Administration Regulations (EAR - 15 C.F.R. § 730-774, Office of Foreign Assets Control (OFAC) Regulations, Wisconsin Statutes Chapter 100.

The CUSTOMER further agrees not to export such products to clients or entities subject to sanctions or embargoes as outlined by U.S. regulations, including those listed on: the OFAC Specially Designated Nationals and Blocked Persons List (SDN List); the Entity List maintained by the Bureau of Industry and Security (BIS), the CUSTOMER also agrees to comply with other applicable international laws regarding export control and sanctions, such as the United Kingdom Sanctions and Anti-Money Laundering Act 2018, European Union regulations, or relevant Canadian export laws, as appropriate.

The CUSTOMER relieves CALEFFI of any liability, damage, or cost arising from violations of export control and international economic sanctions laws and undertakes full responsibility for compliance.

Excusing Event:

The CUSTOMER acknowledges that changes to U.S., international, or other applicable laws relating to export control and sanctions, or failure to obtain required authorizations, may limit or prohibit ongoing transactions ("Excusing Event"). In such cases:

(i) CALEFFI reserves the right to immediately terminate the affected transaction by providing written notice, without liability or obligation of any kind to the CUSTOMER.

(ii) If performance becomes impossible or excessively burdensome due to the Excusing Event, the transaction shall be suspended until the event is resolved, and CALEFFI and CUSTOMER shall undertake efforts to minimize the impact of such suspension.

10.2 No Exportation Clause: CUSTOMER covenants, represents and warrants that the Products supplied from CALEFFI will not be sold, supplied, transferred or exported, directly or indirectly (including by means of representatives, agents, distributors or any third parties), to any natural or legal person, entity or body in the Russian Federation or Belarus and/or re-exported for use in the Russian Federation or Belarus, or transferred for intended final use in the territory of the Russian Federation or Belarus.

CUSTOMER covenants to ensure that a similar provision is inserted in all its contracts with third parties having as their object the Products and undertakes to promptly notify CALEFFI all such contracts as well as all breaches of the above covenants, representations, and warranties.

CUSTOMER acknowledges that CALEFFI is under a duty to notify the Italian authorities any breach of the above covenants, representations, and warranties.

In case of breach of any of the above covenants, representations and warranties by CUSTOMER at any time, CALEFFI shall be entitled to terminate the sale contract and all other pending sale contracts executed between CALEFFI and CUSTOMER pursuant to article 1456 of the Italian Civil Code by written notice, without prejudice to its right to immediately receive all the contractual consideration irrespective of any contractual delayed payment provision in the Contract and claim damages and take any legal actions.

CUSTOMER shall indemnify and hold harmless CALEFFI against any liability, losses, damages (including reputational damages) or costs (including any legal costs) incurred or suffered by CALEFFI as a result of any such breach.

Art. 11 Court of Jurisdiction and Applicable Law

Any contractual or non-contractual dispute arising from or relating to the interpretation, validity, enforceability, performance, or termination of these T&Cs, or the sales governed by them, shall be governed exclusively by the laws of the State of Wisconsin and applicable federal laws of the United States. These T&Cs expressly exclude the application of international laws, such as the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The parties agree that any legal action related to these T&Cs shall fall under the exclusive jurisdiction of the courts located in Milwaukee, Wisconsin, including but not limited to the Milwaukee County Circuit Court or the United States District Court for the Eastern District of Wisconsin, depending on the nature of the dispute. By agreeing to these T&Cs, the CUSTOMER submits to the jurisdiction of Wisconsin courts and waives any objection based on venue, inconvenience, or jurisdiction claims outside Wisconsin.

Arbitration:

In the interest of resolving disputes efficiently, the parties may agree to refer disputes concerning these T&Cs to binding arbitration. Arbitration shall be conducted pursuant to the rules of the American Arbitration Association (AAA) or other mutually agreed arbitration body. The arbitration proceedings shall take place in Milwaukee, Wisconsin, and shall be governed by Wisconsin law unless otherwise agreed in writing. Arbitration shall not preclude either party from seeking injunctive or equitable relief from the courts in Milwaukee, Wisconsin, where necessary, to protect its rights or enforce these T&Cs.

The decision of the arbitrator(s) shall be final and binding, and judgment on the award rendered may be entered in any court of competent jurisdiction. Each party shall bear its own arbitration costs unless otherwise determined by the arbitrator.