



**TUBES MANUFACTURING
LAVORAZIONE TUBI**

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ITALIA
N° 50 100 9922

SUPPLY GENERAL TERMS AND CODITIONS

Agreement

General Terms and conditions below apply to all contracts sales of TUBOTEC SRL, while further conditions imposed from buyer, other than those indicated by TUBOTEC SRL, shall be considered valid only if confirmed in writing from TUBOTEC SRL. The shipping date indicated is meaning more for the goods provided for the withdrawal and may be subjects to changes.

Terms of Use

Buyer has to identify the "Terms of Use" of the required products on the final system, and give written notice to TUBOTEC SRL specifying which are the limits and technical features of the products. TUBOTEC SRL is not required to know what is not indicated in writing, therefore considers "Term of Use" as described explicitly in the drawings or on the technical documentation reported by Buyer, and limited to the components required time-by-time.

Performance

The functional parameters are defined in nominal value and tolerance, from technical drawings and specifics of TUBOTEC SRL or customer's, if expressly required on the enquiry.

Design Features and Changes

Products design features will be conform to the reference samples, technical drawings or Buyer's requirements.

Any technical or production change of products, will be reported by TUBOTEC SRL in the offer or during the sampling supply. The changes will be applied to the products following approval from the Buyer. In case TUBOTEC SRL will not receive a written confirm within 8 days from sending the offer from Buyer, the changes shall be deemed accepted tacitly and operated.

Claims and Non-Compliance

The defects or non-compliance found on TUBOTEC SRL'S supplies, must be reported to TUBOTEC SRL within 5 days from the receipt of the goods from the Buyer. Any considered hidden defects, must be reported to TUBOTEC SRL within 5 days from their occurrence.

Shares of return, replacement and recovery operations or selection from the customer, will be considered only if authorized in writing by TUBOTEC SRL. Recovery operations done by the customer on his plant, will be recognized only in rates previously agreed as well as authorized.

Unauthorized and unilateral recovery operations will be not keep into consideration, otherwise the immediate withdrawal of the warranty.

Warranty

The products supplied are covered by warranty as law standards.

Under warranty, TUBOTEC SRL will replace the recognized defected products or will credit an amount equal to the price of the same products. TUBOTEC SRL will not provide any other form of direct or indirect damages, or cost from the Buyer without any reason.

TUBOTEC SRL warranty does not cover products with defects that are not due to production fault, but to the not properly use as technical requirements, omitted technical requirements, negligence in the installation, design or manufacturing mistakes from the installed device, maintenance done by not authorized operators, delivery damage even if at own charge.

Damage to persons or property

TUBOTEC SRL decline any kind of responsibility to direct or indirect damages caused to persons, animals or property from wrong installed devices, use, maintenance and not observance of supply specifics of TUBOTEC SRL or safety regulations.

Resume of specifications and construction

Unless explicitly defined by drawings or technical documentation given by Buyer, TUBOTEC SRL will use the following design criteria and construction for its products:

- Copper Tube: in compliance to the standard EN 12735 soft or hard temper
- Copper Tube nominal wall thickness change: ± 0.15 mm
- Design Tolerance: in compliance to the standard UNI 22768-1c
- Raw Material Traceability: is guarantee only for copper tube for 24 months from date of shipping document
- Welding/Brazing: is done using alloys free of Cadmium type Cu P Ag (at variable % based on type of joints)
- Size Controls: (following tolerances) with personalized and default control plans, and visual controls related to the quality of brazing points.
- Tight Test: will be done after agreement between the parties
- Functional Test: will be done after agreement between the parties
- Record of controls and final tests: will be done after agreement between the parties and in compliance with the standards.
- Packaging: using cardboard boxes Eur standard, with product identification code shown on the same.