

TERMS AND CONDITIONS OF SALE AND WARRANTY

The conditions set forth in this document govern every commercial relationship between the Customer and O.M.B. S.r.l. and are considered fully accepted upon submission of the order or, alternatively, upon signature of the order confirmation. They remain valid also for any subsequent orders, unless future revisions are issued. These conditions, effective as of 01/01/2026, replace all previous versions. The terms of sale may only be modified through a written agreement between the parties; warranty conditions are not subject to derogation.

TITLE I – GENERAL TERMS OF SALE

1. PRODUCTS

The construction features, dimensions, and technical specifications of O.M.B. S.r.l. products are provided in catalogues, brochures, informational material, and on the company website. Such information is purely descriptive and does not constitute a contractual obligation. O.M.B. S.r.l. may introduce technical, commercial, or regulatory modifications to its products without prior notice.

2. ORDERS

Every order must be confirmed by O.M.B. S.r.l. and cannot be cancelled or modified without written consent from the company. Production will commence only after receipt of the duly signed order confirmation from the customer. In the case of agreed deposits, the order remains suspended until the deposit payment has been received. For non-standard items (SPECIALS), production requires prior approval of the construction drawings, which will be provided after receipt of the signed order confirmation and payment of any agreed deposit. Once production has started, no modifications or cancellations will be accepted, unless agreed in writing and subject to reimbursement of expenses already incurred. Unsigned order confirmations within 15 days shall be considered cancelled.

3. DELIVERY TERMS

The shipping date indicated on the order confirmation is purely indicative and may be subject to change. Unless otherwise agreed, delays of up to six months are permissible without entitling the customer to compensation. If delivery cannot be made for reasons not attributable to O.M.B. S.r.l., the company may:

- invoice the entire supply and charge storage and legal costs, or
- sell the product, retaining 30% of the order amount, in addition to other costs due.

4. SHIPMENTS

Delivery terms are those indicated in the order confirmation. Any transport damage must be reported to the carrier by

means of a specific reservation and communicated in writing to O.M.B. S.r.l. within 5 days of receipt of the goods, attaching appropriate photographic documentation. After this period, no action for recourse against the carrier will be possible and the customer shall bear the damages to the product. Such communication is solely intended to allow possible handling of the claim; O.M.B. S.r.l. shall not be liable for transport damages.

5. PRICES

Prices may vary without notice, depending on market fluctuations and material costs.

6. PAYMENTS

Payment terms are defined at the time of contract stipulation. The customer may not suspend payments due to alleged or unverified disputes, ongoing inspections, or other controversies. In case of delay, default interest will be applied pursuant to Legislative Decree 231/2002. Failure or late payments authorize O.M.B. S.r.l. to immediately suspend deliveries and production and result in the forfeiture of warranty rights.

7. RETURNS FOR INCORRECT PURCHASE OR UNSOLD GOODS

In case of incorrect purchase or return of unsold standard products, the customer may request authorization for return within 6 (six) months from the date of receipt of the goods. Acceptance of the return is subject to the sole discretion of O.M.B. S.r.l., which will provide the necessary instructions for the procedure. For returns due to incorrect orders or unsold goods, a charge equal to 30% of the sales amount will be applied as handling costs. Returned products must be sent to O.M.B. S.r.l. carriage paid. Upon receipt, the company will verify the condition of the material; any repairs or interventions required will be deducted from the product value.

8. RETENTION OF TITLE

Ownership remains with O.M.B. S.r.l. until full payment of the price, pursuant to Art. 1523 of the Italian Civil Code. The retention of title is enforceable against third parties pursuant to Art. 1524 of the Italian Civil Code.

9. WAIVER OF RECOURSE

The customer expressly waives any right of recourse against O.M.B. S.r.l., except in cases provided by law for defective products.

10. CHANGE IN FINANCIAL SITUATION

O.M.B. S.r.l. may suspend contract execution or terminate the contract by written notice in case of deterioration of the customer's financial situation or non-payment of invoices. In the event of insolvency proceedings against the customer, the

contract shall be deemed terminated by law, without any further obligation of supply by O.M.B. S.r.l.

11. INTELLECTUAL PROPERTY

Projects, drawings, and technical documents delivered to the customer remain the exclusive property of O.M.B. S.r.l. and may not be disclosed. The customer must ensure confidentiality and prevent unauthorized third parties from accessing such information. Confidentiality obligations remain valid even after termination of the contractual relationship.

TITLE II – GENERAL WARRANTY CONDITIONS

These conditions cannot be modified by different agreements.

12. COMMENCEMENT

The warranty starts from the date of delivery. If the goods are not collected within 20 days from the notice of readiness, the invoice will be issued and the warranty will nevertheless commence.

13. COMPLIANCE WITH INSTRUCTIONS

The warranty is valid only if installation, use, and maintenance fully comply with the instructions and documentation provided with the products by O.M.B. S.r.l. or sent digitally. All operations must be carried out by qualified personnel, with documentary evidence and issuance of a certificate of proper installation.

14. WARRANTY DURATION

The warranty duration is indicated in the documentation of each product and is as follows:

- **5 years:** tanks, boilers, thermal storage units in stainless steel AISI 316L and AISI 304;
- **2 years:** tanks in treated and untreated carbon steel;
- **2 years:** plate heat exchangers, inspectable and brazed;
- **1 year:** electronic products such as electric resistances, thermostats, control units, pumps, etc.;

For the proper identification of the warranty period, reference must be made to the technical data sheets and the documentation pertaining to each individual product.

15. WARRANTY EXTENSION

Extension from 2 to 5 years is subject to submission of the energy certification or equivalent fiscal documentation, accompanied by photographs proving proper installation. In case of non-compliance, O.M.B. S.r.l. reserves the right not to grant the extension. The request must be made within 6 months from the delivery date of the product concerned.

16. ASSEMBLED PRODUCTS

For products composed of multiple elements, the warranty applies individually to each component.

17. WARRANTY CONTENT

O.M.B. S.r.l. guarantees the quality of materials and proper workmanship. During the warranty period, at the sole discretion of its technicians, O.M.B. S.r.l. undertakes to repair or replace defective products, excluding accessory components purchased from third parties, for which warranty is limited to the supplier's terms and duration. No reimbursement will be due for replacement or repair costs, especially if carried out by unauthorized third parties. If the intervention is performed by O.M.B. S.r.l. on-site, only a fixed contribution for service expenses will be charged, based on ANIMA tariffs in force at the time. The warranty ceases if the customer fails to respect agreed payment terms or makes unauthorized modifications to the product. Repair or replacement under warranty does not restart the warranty period, which always runs from the delivery date of the defective product.

18. EXCLUSIONS

The warranty covers only manufacturing defects.

It does not cover:

- Wear materials and consumables;
- Incorrect installation, unsuitable design, negligence of the user;
- Insufficient maintenance;
- Absence or malfunction of safety devices (safety valve, expansion vessel, service thermostat, maximum thermostat);
- Damage from improper handling or unqualified personnel;
- Water hardness and pH not compliant with UNI 9182 specifications;
- Chloride concentration in sanitary water above 150 mg/l;
- Galvanic corrosion from direct joining of dissimilar materials;
- Corrosion due to stray currents external to the product;
- Incorrect or missing grounding;
- Corrosion due to absence or failure of magnesium anode or cathodic protection devices (valid only for sanitary water products, not stainless steel);
- Exceeding construction limits of the boiler;
- Deformation due to depression;
- Insertion of foreign elements not provided;
- Unauthorized modifications or repairs;
- Natural events, fire, riots, calamities.

19. TERMINATION OF WARRANTY

The warranty lapses in case of unauthorized modifications or interventions by third parties. It also ceases if the customer fails to respect payment terms.

20. SHIPMENT OF PRODUCTS UNDER WARRANTY

Products suspected to be defective and under warranty must be sent to O.M.B. S.r.l. with prior written authorization and carriage paid; replacement will be shipped carriage forward.

O.M.B. S.r.l.

21. CLAIMS

Claims must be submitted in writing, via PEC or registered mail, accompanied by photos, model, and serial number, within 8 days of delivery of goods, under penalty of forfeiture. No return is accepted without authorization and must be sent carriage paid.

22. RETURN OF REPLACED PRODUCTS

In case of replacement, O.M.B. S.r.l. requires the return of the defective product, which becomes its property.

23. DELAYS

The company is not responsible for delays in warranty operations. Delivery dates are indicative and subject to material and stock availability. O.M.B. S.r.l. cannot be held liable for delays in delivery if due to impossibility of sourcing external components required for assembly.

24. DAMAGE TO THIRD PARTIES

Any liability for damage to third parties is excluded, except in cases provided by law for defective products.

TITLE III – FORCE MAJEURE AND HARDSHIP

25. FORCE MAJEURE

O.M.B. S.r.l. shall not be held liable for failure or delay in performance due to extraordinary events such as war, natural disasters, strikes, riots, fires, interruption of essential services, administrative measures, or causes beyond its control.

26. HARDSHIP (EXCESSIVE ONEROUNESS)

In the event of significant increases in production costs due to factors not under its control, O.M.B. S.r.l. may adjust prices accordingly. If the parties fail to reach an agreement on the new conditions, the company may terminate the contract, retaining a portion as compensation for costs incurred.

TITLE IV – FINAL PROVISIONS

27. JURISDICTION AND ARBITRATION

For any action, dispute, or controversy arising in relation to supplies made by O.M.B. S.r.l., the competent court shall be the Judicial Court of Ferrara, even if the contract is concluded elsewhere or bills of exchange, acceptances, or promissory notes are domiciled with the purchaser.

28. APPLICABLE LAW

The contract is governed by Italian law.

This document has been translated from Italian into English using Artificial Intelligence. The original and legally binding version is the Italian text.