



GENERAL TERMS AND  
CONDITIONS OF  
**SALE AND SERVICE**

# GENERAL TERMS AND CONDITIONS OF SALE AND SERVICE

These General Terms and Conditions define the conditions under which Refrigerant Italia (hereinafter referred to as "Refrigerant Italia") sells Products and/or invoices Services to its Customers. These terms and conditions apply notwithstanding any provisions to the contrary contained in the Customer's general conditions of purchase or in any other document issued by the Customer, unless otherwise agreed in writing between the parties.

## ARTICLE 1: DEFINITIONS

For the purposes of these General Terms and Conditions and the agreements to which they apply:

- The term "Purchase Order" refers to any document used by the Customer to order Products and/or Services from Refrigerant Italia. Purchase Order submission implies the acceptance of these General Terms and Conditions;
- The term "Customer" refers to any person or entity ordering Products and/or Services from Refrigerant Italia;
- The term "Deliverable" refers to the result of the Service provided to the Client by Refrigerant Italia, with the exception of Products;
- The term "Refrigerant Italia" refers to the company Refrigerant Italia that invoices the Services or sale of Products to the Customer;
- The term "Service" refers to any service provided to the Customer by Refrigerant Italia;
- The term "Product" refers to any product supplied to the Customer by Refrigerant Italia.

These terms have the same meaning in both the singular and plural forms.

## ARTICLE 2: ORDERS

Purchase Orders must be sent to Refrigerant Italia by fax, email, post or electronic data exchange.

Purchase Orders submitted by the Customer are only binding once they have been confirmed by Refrigerant Italia in writing.

Once confirmed by Refrigerant Italia, each Order is considered firm and definitive and may not be cancelled, modified or postponed without Refrigerant Italia's written consent.

Refrigerant Italia may not be held liable for any shortcomings, mistakes or other errors in the Customer's statements.

No modification of the Product specifications by the Customer may be considered accepted without Refrigerant Italia's express prior written consent.

The Customer may only transfer the rights and obligations arising from an order to a third party if said third party has accepted the provisions of these General Terms and Conditions and if the Customer has obtained Refrigerant Italia's express consent.

## ARTICLE 3: INTELLECTUAL PROPERTY

Notwithstanding any provision to the contrary, all processes and techniques, as well as all knowledge and intellectual property rights implemented, developed or improved by Refrigerant Italia in the context of Service performance and/or Product distribution and manufacture, remain its property or that of its suppliers.

## ARTICLE 4: PRICES – PAYMENT TERMS

All orders for Service(s) and/or Product(s) will be payable net and without discount within thirty (30) days of the invoice date, unless otherwise agreed upon in writing by the parties.

Refrigerant Italia reserves the right (i) to suspend or cease its Service and/or Product delivery, and/or (ii) to require payment in advance of an order, in the event of any non-payment as of the due date.

The Products and/or Deliverables will be the property of the Customer, subject to payment of all sums due by the Customer to Refrigerant Italia under the corresponding order.

### 4.1 PRICES

The price indicated on the Purchase Order confirmation is considered to be the price that Refrigerant Italia and the Customer have agreed upon.

Unless otherwise stated on the invoices issued by Refrigerant Italia, no Customer discount will be granted for early payment of all or part of the sums due.

Prices are net and exclusive of tax.

Unless the parties agree to an Incoterm within the framework of a special contract that derogates from these General Terms and Conditions, any tax, bank charges, customs duties or other charges payable pursuant to regulatory provisions will be borne by the Customer.

If the company is placed under safeguard or receivership proceedings, deliveries will be paid, at Refrigerant Italia's discretion, in cash or in advance, in accordance with applicable legal provisions.

### 4.2 LATE OR NON-PAYMENT

Any sum not paid as of the due date:

- renders all amounts owed to Refrigerant Italia immediately payable, including those that are not yet due;
- authorises Refrigerant Italia to suspend Service performance and/or Product delivery;
- authorises Refrigerant Italia to recover Products that have not been paid for;
- results in the application of an interest rate equal to three (3) times the legal rate in force in the country of invoice issuance, as of the due date indicated on said invoice.

Refrigerant Italia will invoice the Customer for recovery costs pertaining to all or part of the sums due, it being understood that the minimum recovery fee is forty (40) euros for each invoice.

## ARTICLE 5: DELIVERY

### 5.1 TERMS AND CONDITIONS – TRANSPORT

The Products and/or Deliverables will be delivered to the place indicated in the Purchase Order confirmation. In the absence of such indications, the Products and/or Deliverables will be delivered FCA (Incoterms 2020).

### 5.2 DELIVERY TIMES

Delivery of the Products and/or Deliverables will, in principle, be made within the time period indicated in the Purchase Order confirmation.

Refrigerant Italia shall do its utmost to respect delivery times. Nonetheless, delivery times are solely given as an indication. Therefore, late deliveries do not justify order cancellation nor may they give rise to damages. Delivery dates may be postponed due to execution difficulties, an order change accepted by Refrigerant Italia, a shortage of raw materials, transport constraints or other reasons. The Customer will be informed of any delays as soon as possible. Compliance with the indicated delivery time is, in any event, subject to faultless cooperation between the parties. In this respect, the Customer agrees to provide Refrigerant Italia with all necessary order-related information.

In the event of a Product and/or Deliverable delivery delay due to the Customer, Refrigerant Italia is authorised to invoice the Customer for costs related to the storage of said Products and/or Deliverables, plus any additional transport costs.

### 5.3 CONFORMITY

The Customer must check the qualitative and quantitative conformity of the Products and/or Deliverables as soon as they are received.

Should any Products be damaged and/or missing, the Customer must list its reservations and identify the damaged and/or missing Products, as well as their quantities, on the carrier's waybill and in the presence of the carrier. The Customer must also send, by registered letter with acknowledgement of receipt, confirmation of its reservations to the carrier as well as to Refrigerant Italia within three (3) working days of receipt of said Products, it being understood that any claims made once the Customer has resold the Products and/or Deliverables, or has transformed or treated them in any way, are null and void.

Claims for nonconformities that were not discovered within the time limit stipulated above, despite careful examination, must be made in writing and must reach Refrigerant Italia within fifteen (15) working days of the discovery of said non-conformities and, in any event, no later than thirty (30) days after the Customer has received the Products and/or Deliverables concerned.

If no complaint has been made by the Customer within the deadlines indicated above, this will be considered as an absolute and unconditional waiver of its right.

If the Customer can prove that the Products and/or Deliverables do not comply with the specifications, Refrigerant Italia may, at its discretion, replace the non-compliant Products and/or Deliverables at its own expense or refund the price paid by the Customer for said Products/Deliverables.

## **ARTICLE 6: WARRANTY – LIABILITY**

Risks related to the Products and/or Deliverables are transferred to the Customer upon delivery. If delivery is postponed at the request of the Customer, or for any other reason beyond Refrigerant Italia's control, risks related to the Products and/or Deliverables will be transferred to the Customer on the initially scheduled delivery date.

The Products and/or Deliverables are handed over "as is". Refrigerant Italia makes no express or implied warranty as to their potential market value or fitness for a particular purpose. The Customer acknowledges that Refrigerant Italia cannot foresee all the conditions under which Products and/or Deliverables may be used. Consequently, it is the Customer's responsibility, prior to any use, to carry out its own tests to determine the safety and suitability of the Products and/or Deliverables in relation to its needs. Likewise, it is the Customer's responsibility to ensure that use of the Products and/or Deliverables for a given purpose, whether alone or in combination with other products, is not likely to infringe any pre-existing intellectual property rights. All information communicated by Refrigerant Italia is given without any explicit or implicit guarantees.

In the event that Refrigerant Italia or one of its officers, employees or agents is subject to a summons, a court order, or any other request from a state authority or a court of law in the context of legal proceedings against the Customer, the latter shall indemnify and reimburse Refrigerant Italia for all costs and expenses, including but not limited to reasonable legal fees and court costs, incurred by Refrigerant Italia and/or one of its officers, employees or agents in connection therewith.

## **ARTICLE 7: PACKAGING**

Returnable, rented or loaned packaging remains the property of Refrigerant Italia and its use is exclusively restricted to containing the Product for which it is intended. The Customer agrees to refrain from refilling the packaging, even with the original Products, with the exception of transfer and recovery packaging specially designed for this purpose and only (i) if the Customer is a specialist in the refrigeration and/or air conditioning sector and (ii) if the Customer holds a certificate of capacity. The Customer, as well as any other user, is solely responsible for any accidents or damage that may occur as a result of the packaging's use, transport and/or storage. Failing this, the Customer must inform Refrigerant Italia prior to any return, and the latter will be entitled to invoice the Customer for emptying and associated operations. Recovery and transfer packaging may only hold the refrigerants for which they are intended. The Customer is responsible for checking the test pressure of the recovery and transfer packaging and the quantity of refrigerants introduced into the recovery and transfer packaging.

Liquefied gas packaging is subject to a deposit and rental scheme.

The rental rate applies from the time the packaging is dispatched from Refrigerant Italia's plants or depots until it is returned to them.

In the event of non-return of the packaging according to Refrigerant Italia's conditions and/or within the agreed upon time frame, as well as in the event of destruction and/or deterioration of said packaging, Refrigerant Italia reserves the right to charge the Customer for the sales price of the packaging, plus applicable taxes, without prior notice.

## **ARTICLE 8: AUTHORISATIONS**

The use of certain Products supplied by Refrigerant Italia is subject to authorisation. The Customer acknowledges and declares that it holds the necessary authorisations to use the Products ordered from Refrigerant Italia and agrees to comply with all applicable laws and regulations in this respect. Likewise, the Customer agrees to comply with all laws and regulations related to its activities, including any amendments thereto, at its own expense. The Customer also agrees to comply with all conditions imposed upon it as regards applicable licences, registrations, permits and approvals.

## **ARTICLE 9: INFORMATION**

The Customer acknowledges that it is aware of the potential risks of Product use and that it is responsible for ensuring that its employees—as well as any other persons coming into contact with the Products—are informed of these risks. The Customer acknowledges having received the Product data safety sheets and agrees to distribute them to its employees as well as any other persons potentially involved in Product use. Additional information is available from Refrigerant Italia upon request.

## **ARTICLE 10: SUBCONTRACTING**

Unless otherwise stipulated in the Purchase Order, Refrigerant Italia may subcontract all or part of Service performance and Product manufacture and/or supply to a third party with comparable quality standards and bound by equivalent confidentiality rules.

## **ARTICLE 11: FORTUITOUS EVENTS AND FORCE MAJEURE**

The following are contractually assimilated to force majeure and may constitute grounds for the termination or suspension of one of the parties' obligations: any event that the defaulting party could not reasonably have foreseen or controlled on the date hereof in view of the inevitable, unforeseeable and uncontrollable nature of the event in question, particularly government actions, war, terrorism, raw material shortages, failure on the part of the Parties' suppliers or subcontractors, transport interruptions, shortages or social actions, viral contamination, epidemics, earthquakes, fire, explosions, flooding, strikes, lockouts, embargoes, fortuitous occurrences, and any other cause beyond the reasonable control of the defaulting party, provided that the party invoking the force majeure event has promptly informed the other party and has made reasonable commercial efforts to avoid or remedy said force majeure event and provided that neither party may be obliged to settle a disruption or industrial dispute. If the force majeure event persists ninety (90) days after notification, either party may terminate the Purchase Order by registered letter with acknowledgement of receipt or equivalent, and said termination will take effect immediately.

## **ARTICLE 12: PERSONAL DATA**

In the course of the relationship subject to these General Terms and Conditions, each party may have access to and use the personal data of employees, subcontractors, customers and suppliers (the "Data Subjects") of the other party (hereinafter referred to as "Personal Data"). Said Personal Data is used to enable the effective functioning of the contractual relationship. The Personal Data retention period must strictly adhere to the time period needed to achieve the above-mentioned purpose. Said Personal Data, whether provided or collected by a party, must be used in accordance with the provisions of the General Data Protection Regulation ("GDPR"). In accordance with the GDPR, Data Subjects have the following rights: access, rectification, deletion, opposition and updating. Under certain conditions, Data Subjects also have the right to portability and limitation of processing. In order to exercise these rights, the Supplier may write to Refrigerant Italia at the following address: [contactGDPR@gazechim.com](mailto:contactGDPR@gazechim.com).

If the Supplier believes that its data protection rights have not been respected after contacting Refrigerant Italia, the Supplier may submit a complaint to the relevant control authority.

## **ARTICLE 13: FIGHT AGAINST CORRUPTION**

Each Party shall ensure that its officers, employees, agents, suppliers, contractors and any other person providing services for or on its behalf do so in accordance with all applicable laws, statutes, regulations and codes related to the fight against corruption, including the US Foreign Corrupt Practices Act of 1977, the Sapin II Law and the UK Bribery Act of 2010.

## **ARTICLE 14: MISCELLANEOUS**

Failure on the part of the Customer or Refrigerant Italia to exercise a right, on any occasion, does not imply a waiver of the exercise of that right on another occasion.

Except in the case of prior written opposition by the Customer, Refrigerant Italia is authorised to use the Customer's name in its commercial references, press releases and advertising leaflets, as well as on its website.

To the extent possible, these General Terms and Conditions will be interpreted in accordance with the law. If any of the clauses of these General Terms and Conditions are declared null and void by a final court decision, the nullity of this clause will not result in the nullity of these General Terms and Conditions: all other provisions will thus remain in force and the nullified clause be replaced by another clause, resulting in the same legal and economic consequences, by mutual agreement.

## **ARTICLE 15: JURISDICTION AND APPLICABLE LAW**

These General Terms and Conditions are to be governed and interpreted in accordance with the law in force at the registered office of Refrigerant Italia. Application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

In the event of a dispute between Refrigerant Italia and the Customer arising from or pertaining to these General Terms and Conditions, the parties shall attempt to resolve their disagreement by negotiation during a thirty (30) day period. In the absence of an amicable agreement, the dispute will be submitted to the exclusive jurisdiction of the court of the domicile of Refrigerant Italia.



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