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## **GENERAL SALES CONDITIONS**

### **1. General Provisions**

1. The following terms are used in the present document as hereafter defined. Singular shall include plural and otherwise. Masculine shall include feminine and otherwise.

- "Seller": shall mean ODL S.r.l.;
- "Buyer": shall mean the person, the firm or the company the purchase order is received from.
- "Product" or "Good" shall mean all the products that are commercialized by the Seller and bought by the Buyer in accordance with the terms and conditions explicated in the present document as well as in all the agreements occurred between Seller and Buyer.

2. The terms and conditions set out below (Hereinafter, "General Terms and Conditions of Sale") shall be considered as part of all the agreements executed between the Seller and the Buyer for the supply of the Seller's Products, and they shall prevail over any general rules submitted by the Buyer, unless accepted in writing by the Seller.

3. The Seller reserves the right to change, integrate or vary the General Terms and Conditions of Sale, by including such variations attached to the offers proposed or to any other written correspondence sent to the Buyer.

### **2. Offers and Orders**

1. The Seller reserves the right to accept orders with a minimum quantity of Good reaching a value of Euro 200,00 (two hundred). In case where the value of the order will be lower than the minimum amount required, the Seller shall be entitled to apply a fixed fee of Euro 50,00 (fifty) to cover the deriving administrative costs.

2. The Seller will only accept orders which will be regularly submitted by the Buyer and delivered in accordance with one of the following modalities:

- (a) on Buyer's letterhead;
- (b) confirmed by the Buyer with stamp and sign on Buyer's official offer;
- (c) by e-mail with an attachment containing all the requirements provided at point (a).

3. The Seller reserves the discretion to accept orders which are totally or partially deprived of indications about Products reference codes and/or the indication of the quantity ordered.

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4. Mistakes during the printing, the writing and calculation of the offers, as well as in the orders confirmation or invoice from the Seller, whereby recognizable with the ordinary diligence, will not commit the Seller, who reserves the right to count possible differences at a later stage.
5. Quotations and offers will be kept in force for a period of 30 (thirty) days from the date of issue, unless differently stated by the Seller in writing. Anyhow, the Seller reserves the right to cancel or change both the quotations and/or the offers at any moment before issuing the written confirmation of the order acceptance.
6. Orders placed by the Buyer shall not be regarded as accepted before these have been confirmed by the Seller in writing. If the Seller fails to confirm an agreement in writing which it has entered into verbally, the Seller's invoice emission or the execution of the order by the Seller shall be regarded as confirmation. The minimum invoice amount is Euro 200,00 (two hundred).
7. Any order, order proposal, or supply request forwarded to the Seller in any form, represents an irrevocable contractual proposal to the Seller for a period of sixty (60) days from the date of Seller's reception, being the Seller free to accept or refuse the order according to the Seller's unquestionable judgement. Orders and/or amendments of orders placed verbally or by telephone, must be confirmed in writing by the Buyer. Otherwise, the Seller does not undergo any responsibility for errors or consequent misunderstandings. The proposals submitted through agents, collaborators or brokers are meant as received "subject to the Seller's approval".
8. The eventual request of modification of the order already confirmed, received more than five (5) working days from the issuance of order confirmation, will involve the application at Buyer's charge of the "Burden for order modification management service", quantified at Euro 50,00 (fifty) even in the case of subsequent impossibility by the Seller to implement the requested modification.
9. The order confirmed by the Seller is irrevocable by the Buyer exceeded five (5) working days from the issuance of the order confirmation. It doesn't affect the right of the Seller to accept the request to cancel the order, in that case the Buyer will be charged of the "Burden in compensation", quantified in at least 5% of the total amount of the order with a minimum of Euro 100,00 (one hundred).

### **3. Prices and Terms of Payment**

1. The Seller is free to modify and update, at any time, its own prices and offers. The possible

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dispatch by the Seller of advertising materials (i.e.: catalogues, leaflets, price list or any other material containing the description of Products) which do not clearly and explicitly show the wording "offer" or any equivalent to it, do not constitute an invitation to purchase and do not bind in any way the Seller to the Buyer. The invoices from the Seller are to be intended as accepted if they are not contested in writing by the Buyer within 10 (ten) days from their reception, under penalty of invalidation.

2. The prices of the Products shall exclude any statutory VAT, which shall be payable at the date of delivery or pursuant to the specific provisions included in the invoice. Unless otherwise stated, all prices appearing in any document or correspondence issued by the Seller do not include transport costs, nor the ancillary expenses as indicated in the Seller's Price List in force at moment of the conclusion of the contract. Taxes, stamps, custom duties and any other supplementary cost are not included in the prices. Unless an exception is made, those costs and expenses will be paid by the Buyer and, in case they are paid by the Seller, their amount will be invoiced to the Buyer as well as with the quoted prices. The prices are subject to correction due to possible errors in the printing.
3. The payment of the Net Invoice Price shall be paid free of any reduction by the Buyer according to what is stated in the confirmation of order and the same invoice.
4. In addition to other remedies permitted under the applicable law and these provided by the General Terms and Conditions of Sale, the Seller reserves the right to recover default interest on delayed payments starting from the due date, calculated at the official reference rate of the European Central Bank increased by 8 (eight) basis percentage points.
5. In case the Buyer fails to take payments in the due time and according to the manners specified by the Seller; or in case the Buyer's business shall be operated beyond the ordinary course of business, which shall include, without limitation: when seizure or protest has been made, when payments shall be delayed or insolvency proceedings shall have been petitioned or opened, the Seller shall have the right at his own discretion, to suspend or cancel any further delivery and to declare all its claims arising from the business relationship as immediately payable. Moreover, the Seller may also, in such event, request for anticipation on the payments or a warranty deposit.
6. Should an agreement be reached on extended payments, and an instalment not be paid on time, the Seller will be entitled to require the payment of the whole amount, without considering the Buyer's payment deadline, even if the conditions of article 1186 Civil Code are not met. Otherwise, the Seller will consider the contract as annulled due to the breaching and keep all the amounts paid by the

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Buyer until that moment as a damage reimbursement.

7. Also, in case of notification of faults and defects, the Buyer will not be entitled to start or continue proceedings without previously paying the total price in accordance with the contract. The payment will, in no case, be suspended or delayed: should disagreements arise, the related proceedings will not be started or continued unless the payment has been made according to the fixed terms and procedures.
8. The Seller will be entitled to interrupt the product delivery at its sole discretion, whereas the Buyer's statement of assets and liabilities put the payment at risk.
9. In any case, the product ownership is handed to the Buyer only when the total payment of the price is made, even if the products have already been mounted or installed in other products owned by the Buyer or third parties. Should the price not be paid, the Seller will expressly have the right to claim the ownership of the products also towards third parties or towards the Buyer, as well as the right to have the products released and returned (also with the right to obtain release and return injunctions). The Seller will have the right to disassemble and remove the products.
10. The Buyer shall have no right to make any compensation, retention or reduction unless the counterclaims have been conclusively determined by the court.

#### **4. Terms of Delivery**

1. Unless otherwise agreed in written form, the delivery of the Products shall be executed by EXW (Incoterms 2020) from the Seller plant.
2. The Buyer shall provide the means of transportation and shall be responsible for its availability on time. The Seller shall be immediately informed of any delays. Any costs arising thereof shall be at the expense of the Buyer.
3. All the time terms, also in relation to delivery time, return, installation, completion, although strictly defined by the Buyer, will anyhow be considered as approximate by the Seller, and subject to a tolerance margin. Unless otherwise expressly agreed in writing, any indicated time of delivery shall be non-binding for the Seller. Unless there is a different agreement between the parties, the approximate term for the delivery is the one specified in the confirmation of the order.

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4. The delivery terms will be automatically considered as extended in the following case:
- (i) should the Buyer not communicate the data that are necessary for the supply within the due time or should the Buyer require changes during work execution or answer late to the request for drawing and executive layout approval;
  - (ii) should the Buyer have outstanding payments;
  - (iii) should the Buyer's statement of assets and liabilities and / or the Buyer's credit be considered as hindering payment according to the Seller's unquestionable judgement.
5. The Seller reserves the right to make reasonably delivery partial or in installments.
6. Any liability to supply as result of force majeure or other unforeseen incidents outside the Seller responsibility including, without limitation, earthquake, storm, flood, fire, strike, lock out, political events, acts of public authorities, subsequent cease of export or import opportunities shall, for their duration and in accordance with their impact, relieve the Seller from the obligation to comply with any agreed time for delivery.
7. The Seller is not obliged to accept the Products returns, unless otherwise agreed in writing. Any costs arising thereof shall be at the expense of the Buyer.
8. The operations for the loading of the vehicles sent by the Buyer shall be executed exclusively by the Buyer's staff with its own resources; the Seller will only take care of preparing the Goods, regularly wrapped and palletized, at fore edge. In no case, and even where Seller's staff will take part at the loading operations, the Seller will not assume the qualification of loader and therefore being held to account for possible accidents, damages to the Goods, lost, Goods becoming wet, crushing during the transport being all the possibility of damages to the Goods at exclusive charge of the Buyer and of the carrier organized by the Buyer, for any types of transportation. Possible insurance coverage on the Goods object of the shipping and required by the Buyer shall be at exclusive expenses of the Buyer itself, as the Seller is not obliged to such burden, unless an explicit written agreement with the Buyer.

## **5. Duty to Inspection and Acceptance of Products**

1. Upon taking possession of the Products, the Buyer shall immediately:
- (i) check quantities and packaging of the Products and record any objections on the delivery note;
  - (ii) conduct a conformity check on the Products compared to the data indicated in the confirmation of order and record any objections on the delivery note.

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2. In case of a notice of defect the Buyer shall comply with the following procedures and deadlines:
- (i) the notification shall be made by no later than 8 (eight) working days from the taking possession of the Products by the Buyer. In the event of an objection to a defect which, despite a first inspection has remained undiscovered, the objection must be raised within the early expiry of the working day on which the defect has been discovered but in any event by no later than 2 (two) weeks after the takeover of the Products;
  - (ii) the above indicated notice must be issued by writing. Any notice communicated by telephone conversation shall not be accepted;
  - (iii) the notice must clearly specify the kind and amount of the alleged defect;
  - (iv) the Buyer agrees to make available for inspection the objected Products; such inspection shall be done by the Seller or by any expert designated by the Seller.
3. No objections with regards to the quantities, quality, type, and packaging of the Products shall be possible unless a note has been placed on the delivery note in accordance with the above indicated procedure.
4. Any Product to which objection shall not have been raised in accordance with the procedures and deadlines set out above shall be regarded as approved and accepted by the Buyer.

## **6. Terms of Warranty**

### **1. Subject Matter**

O.D.L. S.r.l., with registered office in via Ciserino 4/A, 23827 Lierna (LC), Italy (hereinafter "ODL"), warrants that this product is free from defects in materials or workmanship and conforms to the technical specifications provided by ODL. The warranty has a duration of 12 (twelve) months from the date of shipment of the product. If the product is recognized as defective by ODL, it will be repaired or replaced free of charge, at ODL's discretion, by an ODL authorized service center. For purchases made in the European Union, this Warranty does not affect the rights of the purchaser under the applicable legislation regarding the sale of goods. For purchases made in Italy, the provisions of the Civil Code regarding sales contracts apply, as well as any specific regulations applicable depending on the nature of the purchaser (consumer or professional).

### **2. Exclusions**

This conventional warranty is valid only for products used in a suitable environment and for suitable applications and does not cover defects, breakages, malfunctions, lack of performance or damage

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resulting from:

- a. products that are not accompanied by the relevant proof of purchase (receipt, fiscal receipt or invoice), as this would make it impossible to determine the date and place of sale.
- b. products from which the identification markings (serial number, production batch, product code, etc.) have been removed.
- c. products that have reached the end of their normal expected life cycle.
- d. damage to the product resulting from accidents occurring during transport.
- e. negligent and/or improper use or misuse of the products.
- f. poor storage of the product due to failure to comply with the instructions provided.
- g. incorrect installation of the products carried out by personnel not authorized by ODL.
- h. parts that naturally wear out over time (Consumable Materials) such as gaskets, seals, toroidal rings (O-Rings), etc., the efficiency of which depends on correct maintenance and periodic replacement according to the intervals prescribed in the user manuals.
- i. use of the product in a manner not compliant with the information provided in the official ODL documentation (User Manuals, Diagrams, Technical Data Sheets and other documents). This includes, but is not limited to:
  - tampering with or modifying the product in any way not expressly authorized by ODL.
  - using the product when it is damaged or malfunctioning.
  - using liquids, gases, or other substances (including the use of fluids in a physical state not permitted for the specific equipment) not expressly approved in the user manuals for the specific model.
  - exceeding the specified operating limits, including, by way of example, pressure, temperature and flow rate limits.
  - ignoring the warnings and safety precautions indicated in the user manuals.
  - carrying out installations or connections that do not comply with the instructions provided (including incorrect positioning and orientation of the product).
  - not performing routine and extraordinary maintenance (e.g., scheduled overhauls or component replacements) in compliance with the deadlines and cycles indicated in the user manuals.
  - storing or using the product in unsuitable environmental conditions (e.g., exposure to radiant heat sources, temperatures, or humidity outside the permitted ranges), as specified in the user manuals.
  - using unapproved cleaning agents, sanitizers, or chemical cleaning procedures that may alter the materials (including Food Contact Materials - FCM), or failing to protect the product from external contamination during storage or installation.
  - strict compliance with the technical data and warnings contained in the user manuals

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(available on the ODL website) is an essential condition for the validity of this warranty.

- j. aesthetic imperfections relating to the surface, finish or appearance of the product that were evident or identifiable at the time of purchase.
- k. any expenses relating to the transport of the product to and from an ODL authorized service center.
- l. labor costs required to remove or reinstall the product from its application.
- m. compensation for inconvenience or for the inability to use the product while it is being repaired or replaced.

The warranty will not be valid if the defect or non-conformity results from incorrect or unsuitable applications of the product, or if the product has not been correctly put into operation. Any alteration, modification or replacement of parts of the product not authorized by ODL may represent a risk of accident and therefore releases the manufacturer from any civil or criminal liability and voids the warranty.

### 3. Additional Information and Compatibility

Reference is made in this warranty and related product documentation to additional drawings, warranty programs, user manuals, technical specifications, safety guidelines, or other information relating to the ODL product. All such information can be found and consulted on the ODL website at <https://www.odl.it/>.

It is contemplated that the ODL product may be installed in or used in conjunction with a different product (Machine) which is not designed, manufactured or sold by ODL. You must carefully review all product information, warnings, instructions and drawings of the Machine to be sure that the ODL product is compatible with the Machine and is safe for use with the Machine. In the event of any conflict or inconsistency between the information provided by ODL and the information provided by the Machine manufacturer, contact ODL or the Machine manufacturer.

### 4. Purchaser

This conventional warranty operates solely for the benefit of the first retail purchaser of the product and is not transferable to third parties. The rights arising for the purchaser under this warranty are not assignable.

### 5. Duration

The duration of this conventional warranty is 12 (twelve) months from the date of shipment of the product.

The Warranty Period will under no circumstances be extended or prolonged in the event of repair or replacement of product components under this warranty.

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6. Entire Agreement

This conventional warranty supersedes any prior warranties, representations or undertakings made in writing or verbally and constitutes the sole agreement between ODL and the purchaser regarding the warranty operating in relation to the product purchased by the latter. Therefore, any warranty not expressly provided for in this conventional warranty is expressly excluded.

7. Damages

EXCEPT AS PROVIDED IN THIS CONVENTIONAL WARRANTY, ODL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES THAT MAY ARISE, WHETHER IN CONTRACT OR TORT, AS A RESULT OF THE USE OF THE PRODUCT OR IN CONNECTION WITH A CLAIM RAISED UNDER THIS CONVENTIONAL WARRANTY.

The above conventional warranty is the only warranty offered by ODL, in lieu of any other remedy. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

8. Limitation of Liability

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL IMPLIED WARRANTIES ARISING FROM CUSTOM, TRADE USAGE, LAW OR OTHERWISE ARE STRICTLY LIMITED TO THE TERMS OF THIS WARRANTY. This conventional warranty represents, to the extent permitted by law, the sole remedy granted to the purchaser against ODL in relation to this product. Without prejudice, for sales made in the European Union, to the provisions of the community legislation on liability for defective products (including Directive (EU) 2024/2853 and related implementing legislation), in the event of an ascertained breach of any warranty, or of legal actions brought by the purchaser against ODL for alleged negligence or other culpable liability of the latter, the purchaser shall only be entitled, at ODL's discretion, to the repair or replacement of the defective components of the product, or of the entire defective product within the limits of this contract and without any further obligation of reimbursement arising from direct and/or indirect and/or consequential damages suffered by the purchaser or third parties due to product defects (such as, for example, also causing loss of product, damage to property or persons, etc.). ODL warrants the compliance of its products with applicable industry regulations (which are specifically detailed for each product within its respective user manual, technical file, and related documentation); however, the responsibility for risk assessment and certification of the final assembly (Machine) into which the ODL product is integrated lies entirely with the manufacturer of the Machine itself. No reseller, agent or employee of ODL is authorized to modify, extend or expand this warranty. The performance of any warranty service under this

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conventional warranty does not constitute an implicit admission or recognition of the existence of endemic design or manufacturing defects of the product itself.

#### **9. Procedure**

The request for activation of warranty rights must be presented in writing and must represent in detail the defects or non-conformity contested, as well as the references to the invoice or order confirmation from ODL or the identification number of the products or the production batch number. In the event of identification of any defects (including hidden defects) in the goods during the warranty period, the purchaser must inform ODL of this, no later than 15 calendar days from the moment of discovery. Furthermore, at ODL's request, the complaint must be supplemented with adequate photographic documentation and a technical test report including parameters and methods used. The complaint will not be valid if it does not comply with the requirements of this article.

To be considered, the alleged defects must be reported in writing to ODL or an ODL authorized service center within the Warranty Period and within eight days of delivery of the relevant product to the purchaser (in case of obvious defects) or from the discovery of the defect (in case of hidden defects), without prejudice to the deadline of 15 calendar days from discovery for notification to ODL. Failure by the purchaser to report the defect within the aforementioned terms will result in the forfeiture of any warranty right in relation to the defect itself. It will be up to ODL, at its sole discretion, to determine whether or not the reported defect is covered by this conventional warranty. Consult the ODL website at <https://www.odl.it/> for additional details regarding the procedure to follow to obtain warranty services and to locate the nearest authorized service center.

#### **10. Applicable Law and Exclusive Jurisdiction**

This conventional warranty shall be deemed to have been negotiated and concluded in Lierna (LC), Italy. This conventional warranty and any dispute arising from or related to it is governed by and shall be interpreted in accordance with Italian law, with the express exclusion of the 1980 Vienna Convention on the International Sale of Goods. The decision of any dispute referred to above shall fall under the exclusive jurisdiction and competence of the Court of Milan, Italy, with the express exclusion of any other competing jurisdiction.

### **7. Conventional Warranty Extension**

#### **1. Subject and Duration of the Extension**

1.1 Notwithstanding Article 5 of the "ODL Limited Conventional Warranty", O.D.L. S.r.l. ("Seller") grants a conventional warranty extension for an additional period of 3 (three) consecutive years, starting from

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the expiration of the first 12 (twelve) months of standard warranty (for a total of 48 months from the shipment date).

1.1 Any service performed under warranty (repair or replacement) does not extend the warranty period nor does it trigger a new warranty period. For the purposes of calculating the expiration date, only the start date of the original warranty shall be valid.

## **2. Scope and Time Limitations**

2.1 The warranty extension applies solely and exclusively to the models, product families, and specific variants expressly indicated by the Seller as beneficiaries of such extension.

2.2 The comprehensive and updated list of products and related part numbers (SKUs) benefiting from the warranty extension, as well as the effective date of such benefit for each model, is available exclusively:

- On the official ODL website: <https://www.odl.it/garanzia-estesa>
- In the Official ODL Price List in effect at the time of purchase.

2.1 The warranty extension has no retroactive effect and is not applicable to products purchased or ordered prior to the activation date of the extension for the specific model.

## **3. Coverage Limits and Exclusions**

3.1 The extension is valid and applicable only to the main body of the pressure reducer and its safety valve, guaranteeing their proper functioning over time.

3.1 The following are expressly excluded from the extension (and are subject only to the standard 12-month warranty):

- Pressure gauges and fittings of all types.
- Components subject to wear and tear, aging, or those requiring regular cleaning and maintenance.
- Defects or breakages resulting from improper use, negligence, or application of the product under conditions (pressure, temperature, fluids) other than those declared by ODL in its instructions for use.

## **4. Conditions of Validity and Maintenance**

4.1 The warranty extension is operational only if the Product has been used and maintained in full compliance with the technical documentation and instructions for use provided by ODL.

4.2 It is an essential condition for the validity of the warranty that regular routine and extraordinary maintenance (including the cyclical replacement of sealing components) has been performed according to the deadlines, intervals, and methods prescribed in ODL's user manuals and technical instructions.

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4.3 The warranty is not applicable in cases where lack of or inadequate maintenance is evident. ODL reserves the right to request documentary proof of the maintenance performed.

**5. Right to Modify**

ODL reserves the right to interrupt, limit, or modify the terms and conditions of this warranty extension at any time, subject to notice. Such changes will not affect orders already confirmed.

**6. Reference**

For anything not expressly provided for in this Appendix, full reference is made to the clauses of the "ODL Limited Conventional Warranty", with particular reference to the limitations of liability and the competent court (Court of Milan).

**8. Limitation of Liability**

1. The products commercialized by the Seller are manufactured in conformity to the valid and applicable law both in Italy; any peculiar technical requirement requested different from Seller's offered version must be previously agreed in written form by and between the parties and the Buyer will take only on himself the entire risk of a possible non-compliance between the Italian norms and the ones of the country where the Goods are to be dispatched, keeping the Seller out of any responsibility.
2. The Seller shall do its best to deliver the Products within the time agreed (if any), but it shall not be held liable for any loss or damage of any kind whatsoever caused directly or indirectly by any delay in the completion of the contract or delivery of the Products.
3. All the drawings, photographs, illustrations, descriptions, technical data and performances or any other data and information about the products, contained in documents or drawings annexed to the Seller's offer or included in catalogues, prospects, tables, pricelists, Seller's advertising, are to be considered purely as approximate indications. Any departures or variances will not be considered as a good reason for not accepting the Goods or vitiating the contract or as a good reason to lodge a complaint to the Seller.
4. All the drawings sent to the Buyer for approval will be considered as automatically approved by the Buyer unless they are returned to the Seller with notes and comments within ten (10) working days or within the time agreed when submitted to the Buyer.

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5. All the tables, technical data, and any other material and technical information included in the offer or provided with the supply will remain under the Seller's ownership and will not be reproduced or communicated to any third parties unless a written agreement is provided by the Seller. The Buyer will not be entitled to use them for purposes other than the ones indicated on this contract.

6. The Buyer declares to have freely chosen the Goods from the wide range of the Seller's Products according to its free and unquestionable judgement. The Buyer will have to verify the connection and functioning of the Product inside the systems and the complex equipment where the Product will be implemented in. The Seller does not know and will not be responsible for the practical use of the Products by the Buyer. The Seller shall not hold liable for the use of the Products and the suitability of the Product for the use and practical purpose the Product is bound to, being the Product used individually or connected with other products outside and/or inside complex systems.

7. The Seller will be exclusively responsible for the correct functioning of the supplied Products in accordance with the characteristics and performance indicated by the Seller. The Seller's responsibility is limited to the replacement and/or fixing and/or refund of the invoiced value, as represented in the previous articles. Apart from the abovementioned liability, the Seller will in no case be deemed as responsible for any direct and/or indirect and/or subsequent damage deriving to the Buyer or to any third parties due to defects of the Product, including production losses, damage to things, people or others.

8. The Seller will be entitled to make changes to the product, at any moment, due to production needs or to introduce functional and qualitative improvements.

## **9. Retention of Title**

1. The Product supplied shall remain property of the Seller until the date of the full payment by the Buyer of the entire price of the Products and of all amounts due to the Seller. Until that time, the Buyer shall hold the Products as the Seller's fiduciary agent and shall keep the Product properly stored, protected and insured.

2. If in the Country of the Buyer's domicile for the validity of the retention of title for the benefit of the Seller is necessary to fulfill some administrative or legal formalities as, without limitation, to file the Products with the public registers or to affix specific seals on them, the Buyer shall cooperate with the Seller and shall do its best effort to carry out all the necessary actions to obtain a valid retention of title right on the Products for the benefit of the Seller.

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3. The Buyer shall have the right to dispose of the Products delivered by the Seller or to process them in the ordinary course of the business. In such a case, the proceeds came from the sale or from the process of the Products shall be transferred to the Seller up to the concurrence of the full price due by the Buyer to the Seller for the supply of Products.
4. The right to the Buyer to dispose of Products or to process them shall cease in the cases referred to in paragraph 3.5 above. In such a case, the Buyer must place the Products at the disposal of the Seller who shall have the right to enter upon the Buyer's premises for the purpose to obtain the ownership of the Products.
5. In the event of third-party action against the Seller's Products delivered under retention of title, the Buyer shall notify such party of the Seller's property and shall immediately inform the Seller about such action. The Buyer shall bear the costs of any intervention.

#### **10. Brands and other industrial and intellectual property rights**

1. Any identification brand and/or any other identification form positioned on the products which are sold by the Seller will not be removed without the Seller's written agreement. Any distortion and/or change of the brand name or technical data or labels applied by the Seller will represent counterfeiting and illegal behavior, prosecutable by the Seller at the Buyer's plant or at the third parties' who hold the products. Moreover, in those cases the Buyer's warranty will be considered as lapsed.
2. The Seller shall be considered as the only and exclusive subject entitled to the ownership of both industrial and intellectual property rights in connection to the commercialized Products. The Seller will provide, in connection to the Product, the Buyer with all the technical documentation that the Seller will believe necessary or in alternative that have been previously agreed in written form with the Buyer, in respect to the valid and applicable law.

#### **11. Testing**

1. All the Products produced by the Seller are subject to a final standard test before the delivery. Each additional test and/or each special test must be requested and specified by the Buyer on the purchase order, and it must be accepted by the Seller with the order confirmation, and it will be carried out at the Buyer's expense.

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## **12. Data Protection**

1. The personal data of the Buyer shall be processed in accordance with Regulation (EU) 2016/679 (GDPR) and the applicable national legislation.
2. The Seller informs the Buyer that the Seller is the data controller and that the Buyer's personal data shall be collected and processed for the only purpose of the performance of this agreement. The Buyer may exercise at any time the rights set out in Articles 15–22 of the GDPR, including the right of access, rectification, erasure, restriction of processing and objection.

## **13. Applicable Law**

1. In case of the Buyer is a subject having Italian nationality, the present General Terms and Conditions of Sale and all the agreements executed between the Seller and the Buyer shall be governed by Italian laws.
2. On the contrary, in case of the Buyer is a subject having a nationality different from the Italian one, the present General Terms and Conditions of Sale and all the agreements executed between the Seller and the Buyer shall be governed by the
3. United Nations Convention on Contracts for the International Sale of Goods of Vienna 1980. In case the Buyer belongs to a State that hasn't ratified such Convention, it will be applied the Convention of Rome of 1980 and Regulation Rome I or, subordinately, the Italian law 218/95.

## **14. Jurisdiction**

1. Any dispute arising between the parties in relation with the interpretation, validity or performance of the present General Terms and Conditions of Sale and of all the relevant agreements, shall be of the exclusive competence of the Court of Milan.
2. It is agreed between parties that the Seller, at its own discretion, may have the faculty to waive the exclusive jurisdiction set forth in paragraph 1 to bring an action against the Buyer in its domicile country and before any court of competent jurisdiction.

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## **15. Final Provisions**

1. The total or partial invalidity of any provision of the present General Terms and Conditions of Sale shall not affect the validity of the other provisions.
2. In case where the Seller omits, in any moment, to:
  - a) give execution to one of any dispositions provided in the present General Terms and Conditions of Sales, or
  - b) to ask, in any moment, to the Buyer to execute any of the dispositions provided in the General Terms and Conditions of Sales;that shall not be intended as a both present and future give up on such disposition. The expressed give up, on behalf of the Seller, to some of the dispositions present in this General Terms and Conditions of Sales will not constitute give up for pretending, in the future, the respect of it by the Buyer.

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