



## GENERAL CONDITIONS OF PURCHASE

**1. CONDITIONS OF CONTRACT** – Acceptance of this order by the Supplier involves the acceptance of these Conditions to the exclusion of the conditions proposed or tendered by the Supplier, except to the extent that any validation of these Condition is specially detailed or referenced by the Buyer on the face of this Order or subsequent variations thereto.

In the event that any special conditions of contract or specific clauses are referred to on the face of the Order shall prevail and take precedence over the relevant clauses of these Conditions. The enclosures to the Order are an integral part of the same.

**2. VARIATION** – The Contract and any details thereof including particularly the Conditions, Price, Delivery or completion dates and the specification of Goods and Services may be varied or amended only by the issue of an order variation in writing on the Buyer's official purchase order form. Variations not so confirmed will not be accepted or valid.

**3. ACCEPTANCE** – Acceptance of this Order by the Supplier shall be made in writing by the Supplier within seven days.

**4. MEANS OF TRANSPORT AND PACKING** – Unless otherwise specified, the goods bought ex-works must be shipped at once with the courier selected by the Buyer. Every extra charge due to transport mistakes and/or shipment following the first one will be charged to the Supplier. Every extra charges not previously agreed in writing shall be rejected. The packing has to be appropriate to the goods sold and to the means of transport. Therefore all the damages due to improper packing or its defects will be charged to the Supplier.

### 5. DELIVERY

- The date(s) stipulated for delivery of Goods or completion of services is/are the essence of the Contract;

- The Supplier shall deliver the Goods during normal hours, carriage paid and at the risk of the Supplier to the delivery point stated in this Order. Therefore the Supplier has to provide insurance for transport risks up to the place of delivery (loading, transfer and unloading included). Goods delivered must be accompanied by an advice note listing such goods in sufficient details to enable inspection and checking to take place after the delivery. No responsibility for payment will be accepted by the Buyer unless delivery advice notes has been signed by an authorised representative of the Buyer;

- If goods (including packing and any certification stipulated in the Order) or services do not comply with the Order or with any terms of the Contract including quantity, quality or description, the Buyer shall be entitled to reject them, notwithstanding the signature of the Buyer or any delivery advice notes. Any acceptance of such Goods by the Buyer shall be without prejudice to any rights that the Buyer may have against the Supplier. The Buyer shall also be entitled to reject Goods delivered in advance of any earliest date for delivery stipulated in the Order. The Buyer shall also be entitled to reject any part-delivery unless specifically agreed otherwise by the Buyer in writing;

- The Buyer does not accept any responsibility and/or charges of any kind for Goods delivered in excess compared to the quantity stated in the order, although the goods have been already stored into its warehouse. The Goods remain available to the Supplier exclusively at his own peril.

**6. PRICE** – The prices stated in this Order are firm, fixed and valid for the duration of the Order and include all the work necessary to carry out the Order (art. 1469 C.C.).

**7. PAYMENT** – The terms of payment are exclusively those specified in the Order. Invoices shall be submitted by the Supplier only when delivery is complete. Payment will not be made for part-deliveries until the delivery is complete, unless specifically agreed otherwise by the Buyer in writing.

### 8. QUALITY, DESCRIPTION AND FITNESS FOR PURPOSE

- Goods delivered and services provided shall be in conformity with the specifications, drawings, samples or other descriptions contained or referred to in the Order;

- Goods shall be merchantable quality and free from defects in design, material or workmanship;

- If the purpose for which the Goods are required is made known to the Supplier expressly or by implication to the Goods shall be fit for that purpose;

- The delivery of the goods at the stated place and/or the payment of the related invoices does not mean approval of the goods by the Buyer.

**9. INSPECTION AND TEST** – The Supplier shall give the Buyer reasonable notice of his own work tests, which the Buyer shall be entitled to attend. The Buyer reserves the right to inspect and progress work under the Order at any time during normal working hours but such inspection shall not relieve the Supplier for any responsibility or liability. The Supplier shall give the Buyer sight of all test and inspection certificates relating to the Goods and shall at the request of the Buyer without extra charge supply copies of or originals of any such certificates.



## 10. DOCUMENTATION

- All correspondence, advice notes, invoices and other documentation shall be sent to the appropriate address stated on the face of this Order and shall be clearly marked with the Order number and the Supplier's name;  
- Any documentation stipulated in the Order, including but not limited to test certificate, material certificates, inspection certificates, type approval certificates, certificates of conformity and instruction manuals shall be delivered with the Goods.

**11. DEFECTS** – Should any defect appear in any goods within a period of 12 months after delivery, the Buyer may call upon the Supplier (but not without prejudice to the Buyer's other rights) to make good such defect by repair or replacement at the Buyer's option, carriage paid and free of charge. If rectification work or replacement is urgent and the Supplier is unable to effect this in time, the Buyer may at his option effect the said rectification or replacement and the Supplier shall reimburse the Buyer for the costs incurred. The obligation in this condition shall further apply to any such rectified or replacement goods.

The warranty of the goods and/or machinery or installation is valid from the date that the approval and testing notice is signed. The possible negative result of the Buyer internal testing will be brought to the Supplier's attention within 30 days and will give to the Buyer the right to withdraw the Order or to return the goods. In this case the Buyer is entitled to charge the Supplier for all the related direct and indirect damages.

**12. DESIGN, TOOLS, PATTERNS, ETC.** – All drawings design, documents, tools and patterns supplied by or made available through the Buyer to the Supplier or made by the Supplier for or pursuant to the Order shall remain or become the property of the Buyer and shall not be disclosed by the Supplier to any other person, company or firm not used by the Supplier other than for implementing the Order, and shall be returned or delivered by the Supplier to the Buyer upon completion of the Order unless otherwise required by the Buyer.

**13. SITE WORK** – Where the Order requires the Supplier, his employees, sub-contractors or agents to carry out any work within the Buyer's premises or any site of the Buyer, the Supplier shall keep available the requested personnel not more than 5 days from the Buyer request. The Supplier shall ensure that throughout the period that such persons are on the premises or site all relevant statutory rules and regulations will be observed in carrying out such work in addition to all rules and regulations laid down by the Buyer. It shall be the responsibility of the Supplier to inspect and examine the premises or site and its surrounding to ensure suitability for carrying out the work. Damages or injuries caused by the workers during such services will be charged to the Supplier.

**14. PROPERTY AND RISK** – The property at risk in Goods shall pass to the Buyer when goods have been delivered to the Buyer. If under the Order any part of the price is payable before delivery, the property in all material allocated to the Order shall pass to the Buyer when it is so allocated. The Supplier shall mark the material as the property of the Buyer but it shall be at the Supplier's risk under delivery.

**15. INDEMNITY** – The Supplier shall indemnify the Buyer against all liability which the Buyer may incur to any other person whatsoever and against all claims, demands, proceedings, damages, costs and expenses made against or incurred by the Buyer by reason of any act omission or breach of statutory duty of the Supplier employees, subcontracts or agents or otherwise in carrying out his obligations under Order or by reason of any defect in Goods delivered or services supplied pursuant to the Order.

**16. PATENTS, ETC.** – The Supplier shall indemnify the Buyer from and against all cost, claims, proceedings or demands in respect of any infringement of letter patent, registered design, trademark or copyright arising out of sale or use of any Goods supplied under the Contract.

**17. TERMINATION** – In the event of the Supplier failing to comply with any provision of the Order or becoming bankrupt or insolvent or having a receiving order made against it or compounding with its creditors or being a corporation commencing to be wound up other than for the purpose of reconstruction or amalgamation or carrying on its business under a receiver, the Buyer may terminate the Order forthwith by written notice without any prejudice to any other rights of the Buyer.

The Buyer shall be entitled to cancel the Order at any time in whole or part and in the event of such cancellation, the Buyer's liability shall be limited to actual reasonable and substantiated cost incurred by the Supplier under the Order up to the date of such cancellation.

## 18. PENALTY CLAUSES

- When the supply is not completed within the time and manner agreed in the Order, the Buyer is entitled to apply a penalty equal to 0.50% (zero fifty percent) of the total amount for each calendar day of delay beyond the agreed period with a maximum limit of 10% (ten percent), subject to the right of compensation for further damages;



- When the supply does not correspond exactly to the minimum requirements or has defects of any kind, it will be rejected by the Buyer and the penalty applied until when the supply is rectified, subject to the termination of contract;
  - The amount of penalties will be deducted from the credit paid to the Supplier for the Order, and in the absence thereof, in the event of cancellation, it will be paid directly by the Supplier to the Buyer;
  - The Buyer has the complete and absolute right to cancel the Order if the delay exceeds the period of 30 calendar days;
  - The documentation related to the Order that is incomplete or that does not comply with the request, will not be accepted;
  - The documentation received on Friday after 16.00 will be considered received on the following Monday;
  - The documentation of the Supplier is subject to the Buyer's approval and must be returned within 7 (seven) days from the date of update request;
  - The Buyer will not accept technical documentation stamped with "preliminary" or "provisional";
  - The part-delivery of documentation is not accepted.
- 19. WAIVER** – Waiver by the Buyer on any specific fault or default or failure by the Buyer to cancel the order or any part thereof when a right to do so arises shall not constitute a waiver by the Buyer of any of the Conditions of the Order except to the extent that any such Condition is specially waived and then only in respect of the actual fault or default in respect of which such waiver is granted.
- 20. ASSIGNMENT** – The rights and obligations arising under this Contract may not be assigned by the Supplier to another party without the prior written consent of the Buyer.
- 21. JURISDICTION** - For any action or dispute the Messina Court shall have exclusive jurisdiction.