



**SMITEC S.p.A. con Unico Socio**

Società sottoposta a direzione e coordinamento da SMIGROUP S.p.A.  
Società appartenente al Gruppo Iva SMI INDUSTRIES

**Head office:** Via Carlo Ceresa, 10 - 24015 San Giovanni Bianco(BG) ITALIA  
Tel. +39 0345 40.111 - Fax: +39 0345 40.209 - <http://www.smitec.it>

C.F. 03790400166 P. IVA IT04471940165 - R.E.A. 408704  
Iscl.Reg.Imprese 03790400166 - Cap. Soc. 200.000 i.v.

**Registered office:** Via Monte Grappa, 7 - 24121 Bergamo (BG) - ITALIA

**Production site:** Viale Vittorio Veneto, 4 - 24016 San Pellegrino Terme(BG) ITALIA  
Tel. +39 0345 40.800 - Fax: +39 0345 40.809

## **General terms of supply**

### **1. VALIDITY**

The present General Terms of Supply are valid for all orders received from SMITEC and from all companies controlled by or belonging to SMITEC, unless derogated and accepted by the Parties in writing.

### **2. AGREEMENT**

**2.1** In case the Supplier Portal is made available by SMITEC, the Supplier shall be obliged to use it, after receiving the password to log in.

**2.2** The drawings supplied by SMITEC for the production of the commissioned Goods shall be issued in PDF format; other formats (such as step or dwg) can be consulted, but the only valid format for the purposes of the supply shall be the PDF format.

**2.3** The order, signed and stamped by the Supplier or accepted through the portal made available by SMITEC, shall be sent to SMITEC within five (5) days after receipt and shall be valid as a standard acceptance for SMITEC. In case of no confirmation within the required terms, the Order shall be implicitly considered as integrally accepted. This procedure implies the integral acceptance of the Terms, unless otherwise agreed by the Parties.

### **3. CONFLICTING PROVISIONS**

The present general conditions of supply shall prevail in case of contrast with the general terms of supply included in the Supplier's contract or with previous verbal agreements. Derogation to such clause shall be subject to written approval by SMITEC.

### **4. PRICE MODIFICATION**

The prices stated by the Supplier and accepted by SMITEC shall not be subject to any modification, unless otherwise agreed by the Parties in writing.

### **5. DELIVERY**

**5.1** The Products shall be delivered by the Supplier according to the delivery conditions agreed in the order.

**5.2** The Products shall be delivered strictly by the date indicated in the order, unless otherwise agreed in writing by the Parties.

**5.3** The Products shall be packed according to SMITEC instructions, in order to avoid damages during transportation. The Supplier is also responsible for the correct loading and securing of the goods on the means of transport in use

**5.4** In case of packaging without recycled materials, the costs of disposal shall be charged to the Supplier.

**5.5** The packaging costs shall be included in the supply contract; further costs shall not be accepted. Pallets shall be returned by the Supplier at his expense.

**5.6** Shipping documents and invoices shall indicate SMITEC item code, the Supplier's code and the purchase order number, according to the SMITEC instructions.

**5.7** The supplied Products shall comply with the specifications provided in the Purchase Order. Such Products shall be delivered free of residues (such as, but not limited to: free of burrs, shaves, etc.).

### **6. PARTIAL SUPPLY**

A partial supply is not possible, unless otherwise agreed by the Parties in writing.

### **7. DOCUMENTS AND CERTIFICATIONS**

**7.1** Together with the Supply, the Supplier shall provide SMITEC with all certifications about raw materials, compliance with the technical requirements, as well as all documents and information that might be necessary for products export (such as, but not limited to, custom codes, declaration of origin, certificate of origin and "dual use" declaration).

**7.2** The Supplier declares to be covered by a product liability policy. The Supplier undertakes to keep the insurance coverage valid, also in case of contract termination for any reasons.

**7.3** The Supplier ensures to comply with health and safety requirements for the working environment where the supplied products are manufactured.

**7.4** In case of access to SMITEC plant, the Supplier undertakes to provide the documents requested by SMITEC or by the *Head of the Prevention and Protection Service* designed by SMITEC.

**7.5** The Supplier undertakes to send SMITEC a copy of the technical sheet and safety sheet of the supplied product.

**7.6** The Supplier is expected to obtain, pay and maintain all licences, authorizations and approvals that might be necessary for performing his activity and shall comply with the laws and provisions in force in the Countries where he is operating.

**7.7** The Supplier undertakes to keep updated with future amendments and integrations of EU Directives. Should the products be non-compliant with the agreed requirements, the Supplier undertakes to timely inform SMITEC and replace the products with compliant ones. Anyway, the Supplier undertakes to exclusively supply products complying with current and future European



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directives and regulations.

## **8. CLAIMS AND COMPLAINTS FOR PRODUCT FAULTS**

The Supplier warrants the products compliance with the technical specifications. Any complaints shall be sent in writing. The Supplier undertakes to timely verify the faults and repair or replace the faulty components.

## **9. WARRANTY**

**9.1** The Supplier warrants that the supplied products are manufactured according to the national and international quality standards.

**9.2** For a period of two (2) years after delivery, the Suppliers warrants that:

- the supplied products are free of any lien, security interest or any other right;
- the supplied products comply with the applicable specifications;
- the products are free of manufacturing or functional faults.

**9.3** In addition to the warranty terms, SMITEC reserves the right to claim an indemnity equal to Eur 100,00 for every non-compliant product. The costs for transportation and new delivery of non-compliant products shall be charged to the Supplier.

**9.4** In case of breach of the above clause, SMITEC is entitled to ask for the contract termination or for the integral elimination of all non-compliant products, at the Supplier's expenses.

In this regard, the Supplier shall be subject to the following obligations, as expressly required by SMITEC:

- replace non-compliant products at his expenses, within 24 hours from receipt of the notification, by starting the new terms of warranty from the date of replacement;
- send a technician to remove the non-compliant products;
- authorize SMITEC direct intervention with its personnel, at the Supplier's expenses and by applying the same conditions and warranty terms.

## **10. RETENTION OF TITLE**

The products property shall be transferred to SMITEC upon delivery, unless otherwise agreed by the Parties in writing.

## **11. PAYMENT**

**11.1** The price and the payment terms shall be specified in the purchase order signed by SMITEC.

**11.2** The invoices issued by the Supplier shall indicate SMITEC item code, the Supplier's code and the purchase

order number; they shall be sent to SMITEC by e-mail.

**11.3** The payments due on 31<sup>st</sup> December and 31<sup>st</sup> August shall be postponed by 10 days.

## **12. CONFIDENTIAL INFORMATION**

**12.1** During the terms of this contract, the Parties undertake to keep the contractual information strictly confidential and deal with it for the exclusive purposes of the present contract.

**12.2** When agreed by the Parties in writing, the Supplier shall be prohibited from publishing, selling or exposing photos or products belonging to the Customer SMITEC.

**12.3** The obligation of confidentiality shall be binding for the Supplier and for his employees, counsellors and sub-contractors, during the terms of the present contract and for 5 (five) years after its termination.

## **13. TERMINATION**

SMITEC reserves the right to terminate this contract at any time and without due cause, by sending a written notice by registered letter to the Supplier. The termination shall take effect thirty (30) days after receipt of the notice.

## **14. FORCE MAJEURE**

In case of Force Majeure, the Party who is prevented from executing its obligations shall immediately inform the other Party, by describing the causes and consequences of Force Majeure. Force Majeure shall be defined as any unpredictable act or event, beyond the control of the contracting parties, such as, but not limited to earthquakes, storms, wars, riots, etc.

The Parties shall arrange any necessary modification of the contract, in order to face the consequences of the Force Majeure event, but the concerned Party shall not be liable for the non-execution of the contract obligations.

If the Parties can not find an agreement for the modification of the contract within 45 days from the Force Majeure event or in case the event persists for a longer period than 45 days, each Party shall have the right to immediately terminate the contract, by informing the other Party in writing.

## **15. APPLICABLE LAW AND JURISDICTION**

**15.1** The present contract and arrangements made under it are governed by the Italian Law and, on a subsidiary basis, by the provisions of the United Nations Convention on international sale of goods, signed in Vienna on 11.04.1980, ratified by the Law n°



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765 of 11.12.1985.

**15.2** Any controversy relating to supply relationships under the present contract shall be submitted to the jurisdiction of the Court in Bergamo.

#### **16. SMITEC ETHICAL CODE**

SMITEC adopted an Ethical Code, available on the website [www.smigroup.it](http://www.smigroup.it), from which SMITEC derives the models of conduct for its business activities. SMITEC also adopted an "Organization, Management and Control Model", in order to ensure compliance with the principles of the ethical code. SMITEC intends to cooperate with Suppliers adhering to the principles of the "Ethical Code". The Supplier acknowledges that SMITEC promotes a safe, eco-friendly working environment and implements a Quality, Safety, Environment Management System.

#### **17. INFORMATION SECURITY REGULATION**

SMITEC adopted an Information Security Regulation, available on the web site [www.smigroup.it](http://www.smigroup.it). The supplier undertakes to comply with this Regulation, in case he makes use of SMITEC it and/or telematics resources.

#### **18. EXPRESS TERMINATION CLAUSE**

In compliance with Article 1456 of the Italian Civil Code, all supply contracts in force between SMITEC and a Supplier shall be considered as terminated by right, in case the Supplier does not fulfill the following obligations:

- adherence to SMITEC ethical code, provided for in article 16;
- adherence to the Information Security Regulation, provided for in article 17.

For express acceptance:

(Place)(Date)(Stamp)(Signature by a legal Representative)

**The Parties declare that the following clauses have been carefully read and expressly accepted by them: 4 (price modification), 7 (documents and certifications), 9 (warranty), 10 (retention of title), 13 (termination), 15 (applicable law and jurisdiction), 18 (express termination clause).**

(Place)(Date)(Stamp)(Signature by a legal representative)