

# GENERAL CONDITIONS FOR PURCHASE OF GOODS AND SERVICES

(effective from 16 March 2022)

## 1. GENERAL PRINCIPLES

The following purchase conditions are the only conditions governing orders issued, or purchase contracts entered into, by Eurotec Srl (hereinafter referred to as Eurotec). Acceptance of the order constitutes an express waiver by the vendor of its own terms and conditions of sale, whether general or specific, and an express acceptance of the terms and conditions set out herein.

## 2. APPLICABILITY

These general purchase conditions (the "General Terms and Conditions") govern every request for offer, every purchase order and every contract regarding the purchase of products (the "Products"), the manufacture, processing and/or supply of which is commissioned by Eurotec Srl (the "Buyer") to each of its suppliers.

## 3. ACCEPTANCE AND DELIVERY TERMS

– Orders, contracts and requests for delivery or supply, as well as amendments or additions thereto, shall only be valid if made in writing. The date of arrival at the intended destination of the goods, as evidenced by the transport documents, shall be decisive for the purposes of verifying the same. The timing specified in the order cannot be changed unless agreed in writing between the parties. Early deliveries shall not be admitted unless agreed in advance and shall not entitle the Supplier to any benefits. If the Supplier fails to deliver, or delivers late with respect to the agreed terms, or if the goods are delivered to places and persons other than those indicated in the order, the supply may be refused and the Supplier may be required to pay compensation for any damages resulting from the non-delivery and/or delay.

## 4. IDENTIFICATION AND TRACEABILITY

– All materials and components supplied to Eurotec Srl accompanied by a transport document and packing list, if any, must be unequivocally identified with the product code, batch and date of production. The accompanying documents should also specify our product code as indicated in the relevant purchase order.

## 5. DELIVERY DOCUMENTS

– Together with the products, the Supplier shall deliver to the Buyer (on paper or electronically, by sending it to [qualita@eurotecsrl.it](mailto:qualita@eurotecsrl.it)):

- Operation and maintenance manual, where applicable
- Delivery documents in accordance with applicable rules (ddt)
- Certificate of quality and/or conformity, as well as any other documents requested in advance by the Buyer.
- Unless otherwise agreed upon in writing, the Suppliers producing and supplying the Products to the Buyer undertake to provide the latter with a Long-Term Declaration of Preferential Origin, on headed paper, signed by the Supplier's Legal Representative, certifying the preferential and/or non-preferential origin of the Products and the relevant place(s) of production. This declaration shall be produced no later than the month of February, covering the supplies of the current year.

**If the documentation provided to the Buyer is incomplete, late or not in accordance with these General Terms and Conditions and/or the Buyer's instructions, the payment terms for the corresponding invoices shall commence upon receipt by the Buyer of the complete and compliant documentation.**

## 6. CANCELLATION OR SUSPENSION OF ORDER

– Eurotec has the right to cancel or interrupt the current supply. Eurotec will not be obliged to pay any penalties, damages or expense, before confirmation of the order by the Supplier or in case any of the following situations occurs:

- the Supplier fails to deliver goods within the timeframe required in the purchase order;
- the Supplier fails to comply with the commitments arising from the guarantee;
- the Supplier refuses (without a valid reason) to accept changes to purchase orders that have already been issued;

- court or out-of-court proceedings of any kind are instituted against the Supplier, which may reasonably be deemed to prevent it from fulfilling its obligations.
- 7. ORDER CHANGES** – The Supplier may not make any changes to the product or the production process on its own initiative and without prior written authorisation received through Eurotec's Purchasing Department. Once the amendment has been authorised, the Supplier shall set up an identification system to identify the products that have been manufactured after the introduction of the amendment. This applies to both products based on Eurotec designs and those based on the Supplier's own design. In the event of authorisation by Eurotec, this does not relieve the Supplier of his responsibility for product quality and continuity of deliveries.
- 8. PRICE OF PRODUCTS** – The price is set out in the relevant Order Confirmation which shall be sent to Eurotec no later than 48 hours after the date of transmission of the relevant Purchase Order. The prices quoted in the order are fixed and not subject to revision. Any revision shall be agreed in advance and confirmed by Eurotec.
- 9. PLACE OF DISPATCH** – Unless otherwise indicated in the order, prices are meant on a delivered basis (DAP or DDU Incoterms 2020), including packaging, shipment, insurance and all other costs. Accounting, administrative and management documentation shall comply with Eurotec's requirements (see p.5).
- 10. INDUSTRIAL PROPERTY RIGHTS AND CONFIDENTIALITY** – All paper or spreadsheet documents, drawings, data and information that may be delivered to the Supplier remain the exclusive property of Eurotec. All the information concerning the Know-how and/or patents and/or models of which Eurotec is the owner or licensee, as well as the commercial and business information, of which the Supplier will become aware during possible negotiations and the execution of the contract, must be considered confidential and cannot be used either directly or indirectly by the Supplier, except within the limits necessary for the correct execution of the contract, nor can they be disclosed to third parties. The Supplier undertakes to take all necessary and reasonable precautions to keep such information secret also from its own employees, external partners and subcontractors in order to ensure its protection.
- 11. EXTERNAL INTERVENTION FACTORS OR FORCE MAJEURE** – Strikes, wars, epidemics, natural disasters or unforeseeable circumstances beyond the Supplier's reasonable control shall constitute force majeure and exempt the supplier from executing the order. The Supplier must immediately notify the Buyer and provide the certification of the competent Chamber of Commerce proving the cause of force majeure. If executing the order is reasonably impossible, the Buyer reserves the right to terminate the contract by simple written communication.
- 12. WARRANTY** – The Supplier guarantees that the product is new, free from functional and manufacturing defects, compliant with applicable regulations and laws. The performance of supplied products shall be compliant with the technical specifications required by Eurotec. The Supplier also guarantees compliance of the products with legal standards and existing laws. This guarantee covers all defects found on the product. The Supplier guarantees and undertakes to hold Eurotec harmless from any prejudice and/or any claim or action by third parties resulting from non-compliance with the aforementioned provisions.
- 13. NON-CONFORMITY** – In the event of non-acceptance of the goods supplied due to non-conformity (hereinafter also referred to as "NC") or defects, the goods must be immediately collected and/or replaced by the Supplier (at its own expense) at the production site indicated by Eurotec. In the event of failure to do so, Eurotec reserves the right to replace the goods at its own discretion, charging the Supplier for the costs including storage and/or disposal expenses. Eurotec reserves the right to proceed as it deems best if the Supplier does not propose a solution to the problem within 24 hours of the next working day. If - in order to determine the cause of the NC - the goods need to be returned, a detailed analysis of the causes shall be sent to the Quality and/or Purchasing Department no later than 30 days after receipt of the defected goods, unless otherwise agreed. If no reply is



**GENERAL TERMS AND CONDITIONS  
FOR PURCHASE OF GOODS AND  
SERVICES**

Code  
Date of issue:  
Page:

AMM.DO.05.R00  
16/03/2022  
3 of 3

received after this period, Eurotec will charge the Supplier for all direct and indirect costs arising from the NC.

- 14. EXCEPTIONS** – The Supplier can never invoke any commitment, guarantee or verbal agreement, in contrast with the above-mentioned conditions or others not mentioned, unless confirmed in writing by Eurotec S.r.l.
- 15. DISPUTES** – The parties refer to the relevant provisions of the Civil Code for any disputes. The place of jurisdiction shall be Bergamo.