



## **GENERAL PURCHASING CONDITIONS**

This document contains the general purchase conditions (hereinafter "Purchase Conditions") of the company Electric Line S.r.l. (hereinafter "EL"), with registered office in Via dell'Artigianato 18.24040 Pontirolo Nuovo BG.

### **1. General Principles**

- 1.1 The Purchase Conditions below regulate all the relationships that will be established between EL and the Supplier, as indicated in the title page (hereinafter "Supplier"). This Concern requests for offers, orders and/or purchase contracts relating to the products better described in the requests for offers, orders and/or purchase contracts themselves (hereinafter and for the sake of brevity referred to as "Products").
- 1.2 Derogations or changes to these Purchase Conditions will be valid only if expressly accepted in writing by EL and will be valid only for the purchase orders and / or contracts to which they refer. Therefore, any provision in contrast with or in addition to these Purchase Conditions, introduced by the Supplier, will be considered null or void, unless expressly accepted in writing by EL.

### **2. Completion and Conclusion of the Purchase Agreement**

- 2.1. The order confirmation that the Supplier sends to EL must contain the acceptance of these Purchase Conditions and the special conditions contained in EL's order request.
- 2.2. The contract closes when EL receives written confirmation of its order from the Supplier. This written confirmation can also be sent via internet, e-mail or fax.
- 2.3. In case of non-acceptance or confirmation of the order by the Supplier within 5 working days of receipt, the order will be considered valid under the conditions indicated therein.

### **3. Delivery of Products.**

- 3.1. Unless otherwise specifically agreed in writing, the delivery of the products to the Buyer takes place "DD" ("Delivered Duties") at the headquarters of EL. "DD" is interpreted according to the INCOTEMS of the International Chamber of Commerce, in the version in force on the date of the purchase order.
- 3.2. The delivery terms indicated by EL or agreed between the parties are established in favor of EL. Any delays in delivery and / or partial deliveries will give rise, unless otherwise agreed, to the application of a conventional penalty in favor of EL for 3% of the total price of the supply for each week of delay. If, however, the delay exceeds five working weeks, EL will have the right to terminate the contract at any time by giving written notice to the Supplier.
- 3.3. Deliveries or supplies that differ from the specifications indicated in the contracts, drawings and orders of EL may be legitimately refused by the latter or will require, for the purpose of their acceptance, the prior agreement and written consent of EL. To this end, the quantities, weights and dimensions detected by EL during the acceptance of the goods will be fully tested.
- 3.4. Dates, places and terms of delivery in the order or contract are binding for the Supplier. To this end, the date of delivery of the Products to the place agreed in the order and/or contract will be valid.
- 3.5. The Supplier will also respond directly to EL for all acts, facts and behaviours of the chosen carrier and its auxiliaries, just as the Supplier will always be the only subject required to pay the carrier's services, without the latter being able to make any claims against EL.
- 3.6. If Supplier delivers the Products to places and to subjects other than those indicated by EL, the latter may refuse to accept the delivery, without prejudice to full compensation for damages.
- 3.7. Despite the provisions of the second paragraph of art. 1510 cod. civ. The Supplier is not released from the obligation of delivery by returning the goods to the carrier or forwarder.
- 3.8. The Supplier must immediately notify EL's purchasing department, if it foresees difficulties that may hinder its ability to deliver or supply the goods or services promptly and with the required quality. However, this will not constitute an exemption from the related responsibilities for the delay in the performance of the service.
- 3.9. The goods received must have the same quantity indicated in the order. The tolerance on the quantities ordered is between -0% / + 5%. Excess goods received are considered free if they are not included in the transport document.



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**4. Prices**

- 4.1. The sale prices, expressed in Euro, are intended as "DDP" ("customs clearance") and may include any other charges and costs (erg transport costs) if indicated on the invoice, unless otherwise established by the Seller in the order confirmation.
- 4.2. The Supplier assumes all risks of loss or damage relating to the goods until they are received by EL or a representative of the same, at the agreed delivery location, even in the case of goods sent by means of an agreed carrier.
- 4.3. From the moment EL receives the order confirmation, the Supplier cannot change the sale prices unless otherwise agreed in writing.

**5. Terms of Payment**

The payment conditions will be agreed upon with the Supplier and from time to time will be indicated in EL's orders.

**6. Warranty.**

- 6.1. The Supplier guarantees that the Products supplied have the essential qualities for the use for which they are intended and comply with Italian law and the applicable EC legislation as well as EL's designs, specifications and requests in addition to the safety requirements according to current legislation.
- 6.2. The Supplier guarantees for any defects and faults of the Products in accordance with the applicable law.
- 6.3. After the defect has been reported in accordance with the applicable law, the defective material will be collected at the Supplier's care and expense at the EL headquarters
- 6.4. EL, at its discretion, may request the replacement of the defective Product or the refund of the purchase price, and/or charge the supplier for any repair, selection or transport costs in the event of returns by its customers due to the defect found, without prejudice to any further rights and remedies provided for by applicable law. Any replacement of the defective Product will take place at the EL factory.
- 6.5. EL will also have the right to suspend or delay payments in the event of complaints.
- 6.6. The guarantee granted on the basis of this article does not replace any other forms of guarantee, expressed or implied, whether provided for by law or by commercial customs.

**7. Force Majeure**

- 7.1. If the fulfilment of any contractual obligation of EL is made impossible or excessively burdensome (unforeseeable events not attributable to it, such as, but not limited to, fires, floods, earthquakes, explosions, wars, riots, insurrections, sabotages, epidemics, quarantine restrictions, strikes, lack of manpower, transport blocks, energy shortages, natural events and acts of any public authority, even foreign) the same will be released from the obligation to accept the Products.
- 7.2. Furthermore, EL will have the right - subject to and without prejudice to any other right - to withdraw in whole or in part from the purchase contract if such events have a non-negligible duration and EL's needs are considerably reduced.
- 7.3. The Supplier undertakes to keep in its warehouse, for a maximum period of 18 months, the goods subject to orders suspended within the terms of delivery by EL. **EL will pay the Supplier 3% of the total value of the goods on a monthly basis as a down payment on the supply.**
- 7.4. The Supplier is not allowed to appeal to the Judicial Authority for the period of 18 months indicated in point 7.2, in order to enforce the delivery conditions originally listed on the order.
- 7.5. The 18-month period starts from the first day following the last delivery of the goods covered by the supply order.

**8. Closure of the Contract.**

EL has the right to terminate immediately the purchase contract concluded based on these Purchase Conditions. As well as in the cases expressly provided for by these Conditions and the applicable legislation, if any modification occurs in the economic conditions of the Supplier that compromise its ability to meet the own obligations or in the event that the Supplier is placed, for example, in liquidation, is subject to bankruptcy or other insolvency proceedings.



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**9. Autonomy.**

If any clause of these General Conditions is considered invalid, such invalidity will not compromise the validity of the other clauses, which will continue to have full effect.

**10. Applicable Law.**

These Purchase Conditions, as well as any purchase contract submitted to them, are governed by the United Nations Convention on the International Sale of Goods (Vienna 1980) and, for matters not covered by this convention, by Italian law.

**11. Jurisdiction and competent court**

For any dispute deriving from these conditions or connected with them, the Court of BERGAMO (Italy) will have exclusive jurisdiction, with the express exclusion of any other competing or alternative court.

**12. Final Disposition**

These Purchase Conditions are originally in Italian. This version is only a curtesy-translated version.

**GENERAL PURCHASE CONDITIONS UPDATED IN 01/10/2018**

Federico Vassalli, Administrator

  
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