

<b>General Terms and Conditions of Purchase</b>	<b>TQV 0703</b>
<b>CGA</b>	Pag. 1 of 4 rev. 00

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## **1. PREMISE**

- 1.1. The present General Purchase Terms and Conditions apply to any contract stipulated between the Buyer and the Supplier, made on the basis of purchase orders concerning the purchase of raw materials, materials, tools, molds, machinery or any other good, service, consultancy or other activities of the Supplier (the "Products"). Conditions other than these, whether attached, referred to, added or modified by the Supplier, shall have no value and effect between the Parties, unless expressly and specifically accepted in writing by the Buyer.
- 1.2. Unless otherwise expected in these General Purchase Terms and Conditions, each order implies the reference to the drawings and technical specifications of NPE in force for the Products subject to the order.
- 1.3. For the purposes of these General Purchase Terms and Conditions, "Purchaser" means NPE S.r.l. via L. Seltiz 47, 31100 Treviso (TV), "Supplier" means any physical or legal person or other entity, firm, company or association to which the Purchaser has ordered the supply of the Products.

## **2. DEROGATION**

- 2.1. The contractual relationship resulting from the completion of the order is held up by these General Terms and Conditions, which replace any previous regulations between the parties, including the general conditions in force by the Supplier. Any exceptions to these General Terms and Conditions will be valid only if agreed in writing. Orders, delivery requests, as well as changes and additions can also be submitted by electronic data transfer and/or other magnetic media. NPE reserves the right to modify and/or vary these General Terms and Conditions, attaching such changes and variations to any written correspondence sent to the Supplier, and will be deemed accepted unless expressly contested within seven days of receipt.

## **3. TRANSFERS TO THIRD PARTIES**

- 3.1. The Order and/or its execution are not transferable by the Supplier, not even partially, unless expressly consented in writing by NPE.

## **4. ORDERS & PRICES**

- 4.1. Closed orders and/or orders opened with call offs are finalized with the individual contracts for the purchase and sale of the Products through the acceptance/confirmation of the order itself by the Supplier in the terms set out below. The Supplier must notify NPE of the acceptance of the order by sending it the related confirmation electronically no later than 3 (three) working days from its receipt. In any case, even in the absence of confirmation, the contract is considered concluded – and subject to these General Terms and Conditions of Purchase – if, having given the Supplier the go-ahead with the supply, NPE accepts the Products delivered by the Supplier.

## **5. INVOICING**

- 5.1. Unless otherwise agreed, invoices related to the Products will be issued by the Supplier with a date not earlier than the date of delivery of the relevant Products and must relate to each individual order; they must also indicate the order number, the material's article code, the delivery note number, the quantity and description of the goods, the unit price, the total price, the VAT, the Supplier's code, the origin of the goods (preferential and non-preferential) and the customs code (at least the first 4 digits). Otherwise, NPE will have the right not to accept the delivery of the goods.

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## **6. LOCATION, DOCUMENTS AND DELIVERY TERMS**

- 6.1. All Products must be delivered to NPE's warehouse located in Zona Industriale 6 - 32013 Longarone (BL) - Italy, deliveries will be made on the dates and locations specified in such order and the return must be DDP, unless otherwise agreed with the reference Buyer. The terms and dates agreed upon for the delivery of Products ordered and in the delivery plans are binding on the Supplier. Therefore, in addition to delays, advances to agreed delivery dates are not accepted, unless this is requested by NPE. Only STD shipments are accepted, while special shipments (express, by plane, others) must be expressly agreed with the reference Buyer.
- 6.2. The Products must be accompanied by the delivery note with the detailed indication of: order number, material code, description, unit of measurement, quantity, number of packages, number of packages per item, weight and origin of the goods.

## **7. PACKAGING**

- 7.1. The packaging must be identified by means of a suitable label to allow it to be read at NPE's automatic reception areas.

## **8. ACCEPTANCE OF SUPPLY**

- 8.1. NPE has the right to inspect the Products ordered and to reject non-compliant and/or surplus goods and return them freight collect.
- 8.2. In the case of non-compliant Products, NPE may request: the free replacement of defective Products with conforming Products; possible selections in NPE or by the Supplier through the return of the goods (subject to agreement between the parties); the termination of the contract with the consequent refund of the price paid.
- 8.3. The Supplier warrants the Parts supplied to be free from defects, conformity or manufacturing, resulting from the use of inadequate or poor-quality material.
- 8.4. The Supplier undertakes not to place on the market and to scrap defective or non-conforming Parts returned by NPE and for which the relative recovery with additional processing has not been agreed.

## **9. GUARANTEE**

- 9.1. During the warranty period, the Supplier will carry out the replacement or repair (previously agreed between the parties) free of charge of the Products affected by defects at NPE or at the latter's Customer's premises. Rework of parts returned by NPE because they are affected by defects may be reworked without any authorization from NPE
- 9.2. The Supplier warrants that it and its contractors, as well as possible Products supplied by NPE, do not violate applicable national, European and international customs regulations and legislation that rules import and export including, but not limited to, legislation ruling exports of dual-use goods.

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## **10. INDUSTRIAL AND INTELLECTUAL PROPERTY**

- 10.1. The Supplier guarantees that the Products supplied do not infringe any patent, copyright or other Intellectual and Industrial Property Right of third parties and undertakes to indemnify and compensate NPE against any Damage (as defined in art. 18) resulting from claims of third parties.
- 10.2. All Intellectual and Industrial Property Rights arising from the design, development or manufacture of a Product for NPE are the exclusive property of the same, except for the Intellectual and Industrial Property Rights acquired by the Supplier itself, without any support from NPE, before the date on which NPE and the Supplier began discussing such Product. The Supplier shall indemnify NPE from any claim made by its employees or inventors in relation to the aforementioned Intellectual and Industrial Property Rights.

## **11. CONFIDENTIALITY AGREEMENT**

- 11.1. All information, data and documents delivered to the Supplier or of which the Supplier may become aware, excluding only those that are in the public domain due to a fact other than a breach by the Supplier, are to be considered subject to the obligation of secrecy and confidentiality and, therefore, the Supplier undertakes not to disclose them or make them accessible to third parties.

## **12. RELIABILITY – QUALITY – CONTROLS**

- 12.1. By accepting the Order, the Supplier accepts and undertakes to comply with NPE's regulations.
- 12.2. In the event that the part ordered is subject to Italian and/or foreign legislative regulations on the recommendation of NPE, the Supplier is required to prepare specific documentation relating to the approval and production processes from which it emerges, among other things, how and with what results the characteristics concerned have been tested. Said documentation must be delivered to NPE upon request. Furthermore, since NPE is obliged to allow the competent authorities to carry out checks and inspections on production and testing methods and related documentation, the Supplier declares that it is willing to allow similar controls and inspections also at its own company. The Supplier is obliged to impose similar obligations on its subcontractors.

## **13. RECESS**

- 13.1. In the event that circumstances arise such as to foresee that the Supplier will not be able to ensure the current fulfillment of the commitments undertaken and all the more so in the event of bankruptcy, or if there is any insolvency proceedings against the Supplier's company or in the event of liquidation or sale of such company, NPE shall have the right to terminate the contractual relationship by simple written notice.

## **14. VALIDITY**

- 14.1. The validity of these General Purchase Terms and Conditions is to be considered valid as long as the relationship between the Buyer and the Supplier exists.