GENERAL CONDITIONS OF PURCHASE

1. Foreword
1.1. These General Conditions of Purchase apply to all contracts between the Purchaser and Supplier, based on the Purchaser's purchase orders. Conditions different from these, attached hereto, referred to, added or amended by the Supplier shall have no value unless expressly and specifically accepted in writing by the Purchaser.
1.2. Every order involves reference to the Purchaser's technical specifications in force for the Products included in the order. Acceptance of orders therefore require full unconditional acceptance of all the technical specifications which thereby become an integral part of the sales contract.

2. Order acknoledgement – Prices
2.1. The Supplier shall inform the Purchaser of acceptance of the order by sending him a signed copy of the order confirmation and the agreement shall be considered concluded on receipt of such confirmation of order. In any case, even in the absence of written confirmation the agreement shall be considered concluded – and subjected to these General Conditions – if the Supplier executes the order and the Purchaser accepts the Products delivered to him by the Supplier.
2.2. The prices indicated or referred to in the order are fixed and cannot undergo any variation; they include packing to the Purchaser's instructions for dispatch.

3. Invoicing
3.1. Invoices relating to the Products shall be issued by the Supplier and dated not before the delivery of the relative Products. They shall refer to each individual order and indicate the order number, materials item code, delivery note number, the quantity and description of the goods, unit price, total price, VAT, Supplier's code and the origin of the goods. Otherwise the Purchaser shall have the right to refuse acceptance of the goods.
3.2. Payment arrangements for invoices involving supplies in which non-conforming Products have been found will not be made until such Products are replaced or repaired. Therefore, all charges deriving from the withdrawal of bank drafts, bills, or cash orders shall not be refunded by the Purchaser.

4. Place, documents and terms of delivery
4.1. All Products shall be delivered to the Purchaser's facilities on the dates and in the places specified on the purchase order. Agreed delivery terms are binding. Therefore, not only delays are excluded, but also deliveries in advance of the agreed date, unless required by the Purchaser.
4.2. The Products shall travel with a delivery note (one for each order) that shows details of the order number, materials item code and description, measuring unit, quantity, number of units, number of packs per article, weight and origin of the goods. If required, the Supplier shall also issue a CE Declaration of Conformity to the applicable Directives and Regulations in force.
4.3. Subject to the Purchaser's right to damages if the Supplier delays delivery of any the Products, the Purchaser shall be entitled to:
a) charge the Supplier a fine of no less than the amount laid down in current regulations regarding commercial transactions for delayed payment and/or
b) subject to the fine mentioned in a) above, consider the contract terminated by right due to non-fulfilment by the Supplier if the delay exceeds eight days.
4.4. The Purchaser may send back to the Supplier, at the Supplier's expense, any Products delivered in advance of the delivery date endorsed on the order; such Products shall be considered not delivered. If the Purchaser decides to accept an early delivery, the terms of payment shall in any case apply from the agreed delivery date.
4.5. If required, the Supplier shall issue the EC Declaration of Conformity, to all the applicable Directives and Regulations.

5. Packing
5.1. The Supplier shall assure that the packaging is suitable for the supplied Products and such to guarantee that the Products arrive integral at the warehouse of the Purchaser.
5.2. Packing shall be identified with an IODE label (IRCA ODETTE) that can be read in the Purchaser's automatic goods acceptance areas.
5.3. The label shall comply with the specifications written in the Purchaser's 0.20.02 manual.
5.4. If the Supplier is unable to apply an IODE label, he shall provide a label carrying the Supplier's name, net weight of the goods, quantity and number of packages, Purchaser's materials item code and production batch number.

6. Supply acceptance
6.1. The Supplier undertakes to supply Products made in a workmanlike manner, without defects and conforming to the technical specifications and applicable current standards.
6.2. The Purchaser has the right to inspect the Products ordered and refuse to accept goods that do not conform and/or are supplied in excess number, returning them carriage forward. The non conformities and/or the differences in quantity between what the Supplier declares and what the Purchaser receives shall be communicated to the Supplier.
6.3. Subject to the Purchaser's right to cancel the whole order or part of it if Products are not accepted because they do not conform, the batches or units refused shall be replaced at the Supplier's cost within seven (7) days of the Purchaser's communication of non-acceptance together with a request for replacement.
6.4. In the case of non-conforming Products, subject to the right to demand damages, the Purchaser may require, at his discretion:
a) free replacement of the faulty Products with conforming ones, or
b) credit of the amount involved, with consequent termination of the agreement.
6.5. If the non-conforming Products need extra machining and/or employment of labour to make them usable, the costs involved shall be charged to the Supplier.

7. Warranty
7.1. The warranty issued by the Supplier is valid for twenty-four (24) months from the date of consignment of the Products, unless otherwise agreed in writing.
7.2. During the warranty period, at the request of the Purchaser the Supplier shall replace or repair faulty Products free of charge on the Purchaser's premises or at its Customer's facilities.
7.3. If the Products supplied are used in the Purchaser's production processes, the Supplier shall also guarantee replacement of non-conforming Products not due to the Purchaser's production process. The replaced or repaired units shall benefit from the same warranty terms applied to the replaced or repaired Products.

8. Changes to the production process
8.1. As the purchase order presupposes prior approval of the Supplier and his production process, the Supplier shall inform the Purchaser well in advance and in writing about his intention to change the production process and/or move production of the Product to another place and/or change materials and/or sub-suppliers and/or design.
8.2. The Supplier shall obtain written approval from the Purchaser before making any changes and supplying Products made with the new manufacturing.
8.3. The Purchaser shall therefore have the right to approve the Product before it is manufactured and sold with the new process and/or in the new place.

9. First production for approval
9.1. In order to start the Purchaser's approval procedure and therefore authorizing the purchase and use of the Product in his production process, the first consignment of a new Product shall comprise the presentation of a lot of the Product manufactured with final production tools (preseries), suitably identified and provided with a report containing the tests made by the Supplier to certify Product conformity.
9.2. If the Products are manufactured to the Supplier's project for which the Purchaser only provides the dimensions drawing (as well as any specifications), in addition to what above mentioned, the Supplier, when specially required by the Purchaser, shall present the drawings for the individual parts or other relevant documents; such documentation shall be promptly updated if, during the provision of supplies, the approved Product undergoes changes, formerly approved by the Purchaser.

10. Industrial and intellectual property
10.1. The Supplier guarantees that the Products supplied do not violate any patents, copyrights or other industrial or intellectual property rights of third parties and undertakes to indemnify, hold harmless and compensate the Purchaser against any applications, demands, damages or costs deriving from claims by third parties.

11. Technical documentation – Tooling – Dies
11.1. The Supplier shall keep up-to-date the technical documentation received by the Purchaser, proceed with the updating of the internal documents he uses in his organisation or used by his sub-suppliers and guarantee that the documents are available when and where the production and the quality controls are carried out; moreover he shall avoide that obsolete documents are used.
11.2. The Supplier shall exercise great care and confidentiality in keeping the drawings, samples and all other documents and/or materials received from the Purchaser, and shall return them whenever the Purchaser requires them. It is expressly prohibited for the Supplier to use and reproduce such documents and materials for purposes different from the Supplier relationship with the Purchaser.
11.3. The Supplier shall keep suitable records of the results of tests, checks and approval tests relating to both his own production and that of any sub-suppliers, to be produced when required by the Purchaser's Quality Dept. The Supplier shall keep the records of results for no less than the term provided for in current standards concerning Manufacturer's liability.
11.4. In any case the Supplier shall keep all the prescribed documentation for an even longer period when litigation is entered into, in court or out of court, up to the end of the proceedings.
11.5. The Supplier shall provide identification and maintenance for any dies and tooling or whatever belonging to the Purchaser and in his possession, and insure them at his own expense against theft and fire. On termination of the Supplier relationship or in any case at the request of the Purchaser the Supplier shall return the dies and tooling, operational and complete in all their parts.
11.6. Tooling prepared by the Supplier and Purchaser together shall be very carefully used and kept by the Supplier and may not be altered and/or destroyed and/or used by others without prior written authorization from the Purchaser. In any case the Supplier shall be held liable for any damages caused by non-availability and/or destruction of said tooling.
11.7. If anomalies occur during use, the elimination of which requires extraordinary maintenance, the Supplier shall inform the Purchaser in order to receive instructions about what to do (any damage/breakages shall be charged exclusively to the Supplier).

12. Confidentiality clause
12.1. All information and data that comes to the notice of the Supplier, excluding only those of public domain, are to be considered reserved and confidential and the Supplier shall therefore undertake not to disclose them to third parties.

13. Code of Ethics
13.1. The Supplier declares that he is aware of provisions in Italian Legislative Decree No. 231 of 8.6.2001 and later amendments and the principles included in the I.R.C.A. S.p.A. Code of Ethics, available for consultation and printout on the website www.irca.biz, to be considered an integral part of these General Purchase Conditions.
13.2. Failure by the Supplier to observe the provisions in the above-mentioned Code of Ethics shall to all effects and purposes imply serious non-fulfilment of the contract and shall authorize the Purchaser to terminate the relationship with immediate effect.

14. Competent Court – Applicable law
14.1. In the event of controversy, the Parties shall refer exclusively to the Vienna Convention of 1980 on the contracts for the international sales of goods. If the Parties involved in the contract are Companies based in Italy, it is agreed that Italian law shall prevail exclusively and territorial competence lies with the Court of Treviso.

15. Inspections on Supplier's premises
15.1. The Purchaser reserves the right to visit the Supplier's premises, with notice and together with Customers for the purpose of assessing his organization (equipment, labour, incoming materials, production process, final tests, dispatch, etc.).

16. No publicity
16.1. Publicity of any type that refers to supplies made to I.R.C.A. S.p.A. shall be expressly authorized by the Purchaser.

GOODS ACCEPTANCE HOURS FOR IRCA AND RICA DIVISIONS

- FROM MONDAY TO THURSDAY: FROM 8.00 A.M TO 12.30 P.M. – FROM 1.30 TO 4.30 P.M.
- FRIDAY FROM 8.00 TO 12.00 A.M. – CLOSED IN THE AFTERNOON (EXCEPT FOR SUB-CONTRACTORS AND VEHICLES FROM ABROAD)
- CLOSED ON THE LAST WORKING DAY OF EACH MONTH (EXCEPT FOR SUB-CONTRACTORS AND VEHICLES FROM ABROAD)