

**1. TRAINING OF THE CONTRACT**

1.1. These General Conditions apply to all deliveries of goods and services provided by the Supplier to Rame Service S.r.l. (hereinafter referred to as the "Rame Service") unless otherwise expressly agreed in writing by special agreement in relation to a single order, and are deemed to have been accepted implicitly with the execution of the order, of which they form an integral part.

1.2. The acceptance of goods or services or the execution of payments by Rame Service does not constitute recognition of the Supplier's general terms and conditions, which are to be understood to be rejected and overruled by these general purchase conditions or by any special agreements reached thereafter.

1.3. It is understood that should Rame Service elect not to exercise a right arising from these General Terms and Conditions of Purchase, even if for an extended period of time, does not imply the waiver of the same.

1.4. All future individual agreements between Rame Service and the Supplier will be based on these general purchase conditions, to the exclusion of general terms and conditions providing otherwise, without the need to be re-subscribed and / or recalled from time to time.

**2. GENERAL OBLIGATIONS OF THE SUPPLIER**

2.1. The Supplier undertakes to provide the Products and Services in accordance with the terms, conditions and prices defined in the Contract.

2.2. The Supply must be carried out in strict accordance to the laws and regulations in force at the time of delivery and the provisions contained in the Contract. In the absence of specific laws and regulations in this regard, the Supply and any related operation will be carried out in accordance to the most advanced technology and with the best diligence and care.

**3. ORDERS**

3.1. Upon receiving a purchase order from Rame Service, the Supplier must confirm it within 3 days by sending an order confirmation via email. At the end of this term, the order will be considered tacitly accepted and binding, notwithstanding the right by Rame Service to opt for the cancellation of the unconfirmed order at the exclusion of any right by the Supplier to any claim for a refund and / or compensation.

3.2. Any amendment to the purchase order must be expressly accepted in writing by Rame Service. Otherwise, it will not be effective.

**4. TRANSPORT DOCUMENTS AND INVOICES**

4.1 The shipping and invoice documents must always include the order number, date, transport mode and place of delivery, specifying whether the delivery is partial or complete.

4.2 Rame Service reserves the right to reject delivery of goods not accompanied by regular documents, and to return the goods to the Supplier at the Supplier's expense. The invoices must also indicate the contract price and the relevant VAT rate if applicable.

**5. DELIVERY / QUALITY OF SUPPLY**

5.1. The terms of delivery indicated in the order are mandatory and, in case of non-compliance with said terms, Rame Service reserves the right to reject the goods and to terminate the contract at any time by simple written communication by mail.

5.2. The Supplier acknowledges that the delivery of goods – except during any closure periods by Rame Service - must be carried out strictly between the hours of 08.00-12.00/13.00-17.00 every weekday, except on Saturdays, and that RAME SERVICE reserves the right not to accept deliveries of goods outside of this time.

5.3. In the case of deliveries distributed across several consignments, RAME SERVICE reserves the right to suspend the execution of the order in the event that even a single batch of goods is defective or falling short of the intended quality, until Supplier guarantees the correct fulfilment for the whole supply, which must take place no later than 15 days from the date the fault is identified, after which term, RAME SERVICE reserves the right to terminate the contract for the outstanding part and to apply charges for the damage suffered as a result of the Supplier's default.

5.4. In the event of a discrepancy between the weights and / or quantities provided and those as per the purchase order confirmation, Supplier will be required to reinstate/discount the agreed quantities within (but no later than) 5 days from being notified, or to promptly refund the difference on the price paid/to be paid.

**6. SHIPMENT**

Delivery of the products will take place at the RAME SERVICE plant indicated on the orders. Shipping will be done by the Supplier and charges will be borne by the Supplier. The passage of the risk for loss, damage or theft of the products will take place with the delivery to a person authorized to receive the goods at at the RAME SERVICE plant indicated on the orders, thus leaving such risks to the Supplier during the whole transportation.

**7. WARRANTY**

7.1. RAME SERVICE will be entitled to report any defects or any other quality issues within 30 days of discovery, notwithstanding what provided by Art. 1495 and 1511 of the Italian Civil Code.

7.2. The warranty on products and/or services offered will be valid until the expiration of the twelfth month after delivery of the Products to the end user and in any event not later than 24 months after their delivery to RAME SERVICE.

7.3. In the event of notification by Rame Service regarding the quality of the supply and / or the presence of defects, the Supplier undertakes to perform any such activities as required to remedy such defects and, if necessary, to withdraw its stock of goods at its own expense within 10 days from the date of the notification and to grant RAME SERVICE the right to immediate repayment of the contract price already paid, in addition to a penalty of 10% of its value, without prejudice to its right to claim greater damages.

**8. PAYMENTS**

8.1. The prices indicated in the order include the cost of stamp duty, packaging, discounts, premiums, banking fees or otherwise.



8.2. It is expressly agreed that all payments will be made by the 15th day of the month following the expiration date, unless such deferment implies the accrual of interests towards Rame Service.

**9. DELAYS / LOSSES**

9.1. Notwithstanding the provisions of clause 5.1 above, in the event of a delay in the delivery of the Supply, the Supplier will be liable for a penalty, which can be debited without any evidence of damages suffered by RAME SERVICE, of 1% ( One per cent) of the portion of the Order's delay for each week of delay, up to a maximum of 10% (ten percent), subject to and without prejudice to the right to compensation for greater damages, even indirect, and termination of the contract as provided by Art. 1456 of the Italian Civil Code.

9.2. In case of breach by the Supplier of any provision of these general purchase conditions, RAME SERVICE reserves the right to suspend, in turn, the fulfilment of the payment obligation and to cancel any other orders in progress, without prejudice to the right to Compensation for the greater damage, even indirect.

9.3. In that case, Rame Service will have the right to purchase and / or freely procure similar and / or identical products or services to those supplied from Third Party Suppliers and the defaulting Supplier will be required to compensate Rame Service for any and all additional costs and / or expense incurred by the Rame Service under the foregoing, without prejudice to Rame Service right to offset in whole or in part any amounts due by the Supplier with any amount owed to it.

9.4 In no case may the Supplier oppose any exceptions in order to avoid or delay the performance of its duties. Rame Service claims in its favour the limitation clause of the exceptions provided for in art. 1462 of the Italian Civil Code (*solve et repete* clause).

**10. DOCUMENTATION**

10.1 The sale price must include the delivery of any certificates necessary for the use of the Products, any test reports and all the technical documentation required.

10.2. The Supplier undertakes to comply with any further request for information or documents that may be deemed necessary for the correct use of the Products.

10.3. The Supplier guarantees that the Supply complies with all applicable national and international laws and regulations concerning safety, accident prevention and the environment such as, but not limited to, REACH, ROHS, CLP and Conflict Minerals, and undertakes to provide its certification. In the event of non-compliance with the above by the Supplier, the Buyer is entitled to reject the Supply, and to charge the Supplier for any and all direct and indirect charges.

**11. ACCESS TO THE PLANTS**

The Supplier will grant RAME SERVICE's agents access to its facilities in order to check the state and progress of production and to carry out any relevant tests, inspections and trials.

**12. PURCHASER'S PROPERTY**

Any equipment and materials provided by RAME SERVICE to enable the manufacturing of the Products and/or Services remain property of RAME SERVICE and are delivered in custody to the Supplier, who is required to insure it for its reasonable value and to be held responsible for it in accordance with art. 1776 and ss. of the Italian Civil Code. This material will be clearly marked or identified by the Supplier as owned by RAME SERVICE and will be kept in safe and separate from the Supplier's property and will be returned to RAME SERVICE immediately upon request.

**13. TERMINATION OF THE CONTRACT AND CREDIT**

Execution of the Supply is not transferable. The receivables the Supplier is entitled to in the execution of the Order may not be transferred to a third party in whole or in part, even in the form of a mandate or other forms of delegation, save under express and prior written permission by Rame Service.

**14. DISPUTES**

14.1 These general terms of purchase as well as the particulars of each order are governed by Italian law.

14.2. For all disputes, the Turin court will exclusively be competent, and any other alternative court is not allowed.

Date \_\_\_\_\_

Stamp and signature of Supplier

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**The Supplier further agrees to be specifically bound by clauses 1, 3, 4, 5, 6, 7, 8, 9, 10, 13, 14 above, to the effects and scope of the Italian Civil.**

Date, stamp and signature of Supplier

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