



SMI S.p.A.

Registered Head Office: Via Monte Grappa, 7 - 24121 BERGAMO - ITALY  
Administrative Head Office: Via Carlo Ceresa, 10 - 24015 SAN GIOVANNI BIANCO (BG) - ITALY  
Tel. +39 0345 40111 - Fax. +39 0345 40209 - [www.smigroup.it](http://www.smigroup.it)

## **General Conditions of Supply (G.C.S.)**

### **1. EFFECTIVENESS**

These general conditions of supply shall be deemed applicable to whatever order unless expressly derogated and accepted in writing by the Parties.

### **2. AGREEMENTS**

**2.1** Whatever verbal agreement, statement or commitment made by agents and SMI personnel before, simultaneously or after the signing of the hereby G.C.S. shall not be deemed binding for SMI unless confirmed in writing by SMI.

**2.2** In case of availability of the supplier portal, the supplier shall use it after receiving the password to access.

**2.3** Whatever drawing supplied by SMI for the manufacture of the commissioned goods shall be released in PDF format; the drawings can be also provided in other formats (i.e. step or dwg), but PDF is the only which shall be taken into account.

### **3. CONFLICTING PROVISIONS**

In the case of conflicts between the provisions in the contractual Supplier's documentation (i.e. orders, offers, confirmations) and the hereby G.C.S., the latter shall prevail unless otherwise expressly stated by SMI in writing.

### **4. PRICE VARIATION**

The prices set by the Supplier and accepted by SMI shall not vary unless otherwise agreed in writing by the Parties.

### **5. DELIVERY**

**5.1** The products, packed with recyclable material, shall be delivered by the Supplier according to the conditions established in the order and in compliance with the Paris Incoterms 2010 ICC.

If the packs are made of non-recyclable materials, the cost of their disposal will be charged to the Supplier.

**5.2** The packing cost shall be included, charges in the invoice will not be accepted

**5.3** The products shall be strictly delivered by the date specified in the order, unless otherwise agreed in writing by the Parties. If the Supplier delivery does not occur by the date established in the order confirmation, the shipment will be at his own charge and expense. SMI will reserve the right to quantify

and seek compensation for the damage suffered.

**5.4** The SMI code, the supplier code and the order number shall be indicated on the shipping documents and the invoices.

### **6. PARTIAL EXECUTION**

The partial execution of the supply is forbidden, unless otherwise stated in writing.

### **7 CERTIFICATIONS**

**7.1** Simultaneously to the supply, the Supplier undertakes to transmit to SMI the certification of raw material used for the production of the goods, the compliance with the technical regulations, the declaration regarding the custom codes, the declaration of origin and possibly the certification of origin.

**7.2** The supplier declares to have signed an insurance policy for product liability up to a maximum of 3.000000 euros and an insurance policy for Guarantee of Supply.

**7.3** The supplier guarantees to respect the norms concerning the security and the health of the working environment in which the supplied goods are manufactured.

### **8. CLAIMS FOR FAULTY GOODS**

Complaints for incomplete or wrong deliveries or claims for visible defects shall be conveyed in writing to the Supplier within three (3) months after delivery unless a different later date is indicated in the guarantee.

### **9. GUARANTEE**

**9.1** The supplier declares and guarantees that the products manufactured and sold by the same were produced in full compliance with the national and international laws regarding the material used and its excellent quality.

**9.2** The Supplier guarantees, for a period of 2 years after delivery, that:

- goods are delivered free from pledge or any other personal or real warranty;
- goods comply with applicable specifications;
- goods are free from manufacturing or working defects.

**9.3** In the event of violation of what established in the previous paragraph, SMI is entitled to ask for the termination of the agreement or for the full elimination of faults at the supplier's expense.



SMI S.p.A.

Registered Head Office: Via Monte Grappa, 7 - 24121 BERGAMO - ITALY
Administrative Head Office: Via Carlo Ceresa, 10 - 24015 SAN GIOVANNI BIANCO (BG) - ITALY
Tel. +39 0345 40111 - Fax. +39 0345 40209 - www.smigroup.it

In this regard, in accordance with the terms indicated by SMI, the Supplier shall:

- replace at his expense the non-conforming products with conforming-products in the day or within 24 hours;
- provide a technician able to intervene and eliminate the the non-conformities;
- authorize SMI to intervene at the Supplier's expense, keeping terms and conditions of warranty unvaried;
- in case of expenses incurred by SMI, these will be charged.

10. RESERVATION OF TITLE

The ownership of goods shall be transferred to SMI at the moment of the delivery, unless otherwise agreed in writing by the Parties.

11. PAYMENT

- 11.1 Prices and terms of payment are specified in the order undersigned by SMI.
11.2 Invoices shall be issued by the Supplier at the end of the month and forwarded to SMI by e-mail in electronic format or in paper version at the address of SMI administrative head office, unless otherwise conveyed in writing by the Parties.

12. PRIVACY

- 12.1 For the duration of the hereby agreement the Parties shall be compelled to treat sensitive information with the maximum degree of confidentiality and only for the correct carrying out of the activities established in the hereby agreement.
12.2 In the case of written agreements between the Parties, the supplier will not be allowed to publish, sell or expose pictures or products of the SMI Customer.

13. WITHDRAWAL

SMI reserves the right to freely withdraw from the agreement at any time with no obligation to provide reasons for it, upon notice to be conveyed to the Supplier in written form by AR registered mail. The withdrawal shall become effective thirty (30) days after the receipt of the notification.

14. PLACE OF JURISDICTION

For any controversy arising from the relationships of supply regulated by the hereby conditions or related somehow to them, the legal authority of Bergamo shall be the sole competent with explicit and agreed exclusion of any alternative tribunal.

15. APPLIED LAW

The hereby supply agreement as well as any other single agreement made under it, shall comply with the Italian law and through subsidiary reference with the provisions specified in the United Nations Convention concerning international agreements for the supply of goods signed in Vienna on 11.04.1980, ratified with L. 11.12.1985 n. 765.

For acceptance:
(Place)(Date)(Stamp)(Legally binding signature)
-----
-----

The Parties, pursuant to the articles 1341 and 1342 of the Italian Civil Code, declare that they have carefully read and agreed to the following clauses: 4 (price variation), 7 (certifications), 9 (guarantee), 10 (reservation of title), 13 (withdrawal), 14 (place of jurisdiction) and 15 (applied law).

(Place)(Date)(Stamp)(Legally binding signature)
-----
-----