



**SMI S.p.A. con Unico Socio**

Società sottoposta a direzione e coordinamento da SMIGROUP S.p.A.

Società appartenente al Gruppo Iva SMI INDUSTRIES

**Head office:** Via Carlo Ceresa, 10 - 24015 San Giovanni Bianco (BG) ITALY

Tel. +39 0345 40.111 - Fax: +39 0345 40.209 - <https://www.smigroup.it>

C.F. 03942700166 P. IVA IT04471940165 - R.E.A. 421708

Iscr.Reg.Imprese 03942700166 - Cap. Soc. 5.000.000 i.v.

**Registered office:** Via Monte Grappa, 7 - 24121 Bergamo (BG) - ITALY

## **General terms of supply**

### **1. VALIDITY**

The present General Terms of Supply are valid for all orders received from SMI and from all companies controlled by or belonging to SMI Group, unless derogated and accepted by the Parties in writing.

### **2. AGREEMENT**

**2.1** In case the Supplier Portal is made available by SMI, the Supplier shall be obliged to use it, after receiving the password to log in.

**2.2** The drawings supplied by SMI for the production of the commissioned Goods shall be issued in PDF format; other formats (such as step or dwg) can be consulted, but the only valid format for the purposes of the supply shall be the PDF format.

**2.3** The order, signed and stamped by the Supplier or accepted through the portal made available by SMI, shall be sent to SMI within five (5) days after receipt and shall be valid as a standard acceptance for SMI. In case of no confirmation within the required terms, the Order shall be implicitly considered as integrally accepted. This procedure implies the integral acceptance of the Terms, unless otherwise agreed by the Parties.

### **3. CONFLICTING PROVISIONS**

The present general conditions of supply shall prevail in case of contrast with the general terms of supply included in the Supplier's contract or with previous verbal agreements. Derogation to such clause shall be subject to written approval by SMI.

### **4. PRICE MODIFICATION**

The prices stated by the Supplier and accepted by SMI shall not be subject to any modification, unless otherwise agreed by the Parties in writing.

### **5. DELIVERY**

**5.1** The Products shall be delivered by the Supplier according to the delivery conditions agreed in the order.

**5.2** The Products shall be delivered strictly by the date indicated in the order, unless otherwise agreed in writing by the Parties.

**5.3** The Products shall be packed according to SMI instructions, in order to avoid damages during transportation.

**5.4** In case of packaging without recycled materials, the costs of disposal shall be charged to the Supplier.

**5.5** The packaging costs shall be included in the supply contract; further costs shall not be accepted. Pallets shall be returned by the Supplier at his expense.

**5.6** Shipping documents and invoices shall indicate SMI

item code, the Supplier's code and the purchase order number, according to the SMI instructions.

### **6. PARTIAL SUPPLY**

A partial supply is not possible, unless otherwise agreed by the Parties in writing.

### **7. DOCUMENTS AND CERTIFICATIONS**

**7.1** Together with the Supply, the Supplier shall provide SMI with all certifications about raw materials, compliance with the technical requirements, as well as all documents and information that might be necessary for products export (such as, but not limited to, custom codes, declaration of origin, certificate of origin and "dual use" declaration).

**7.2** The Supplier declares to be covered by a product liability policy. The Supplier undertakes to keep the insurance coverage valid, also in case of contract termination for any reasons.

**7.3** The Supplier ensures to comply with health and safety requirements for the working environment where the supplied products are manufactured.

**7.4** In case of access to SMI plant, the Supplier undertakes to provide the documents requested by SMI or by the *Head of the Prevention and Protection Service* designed by SMI.

**7.5** The Supplier undertakes to send SMI a copy of the technical sheet and safety sheet of the supplied product.

**7.6** The Supplier is expected to obtain, pay and maintain all licences, authorizations and approvals that might be necessary for performing his activity and shall comply with the laws and provisions in force in the Countries where he is operating.

**7.7** In case of materials and articles intended to come into contact with food, the Supplier is expected to obtain and maintain all certifications required by the national and European Law (see Regulation EC 1935/2004 and following modifications). SMI shall have the possibility to carry out an annual monitoring, to check compliance with Good Manufacturing Practices. In case of lack of the required certifications, SMI reserves the right to charge the costs to obtain such certifications to the Supplier.

### **8. CLAIMS AND COMPLAINTS FOR PRODUCT FAULTS**

The Supplier warrants the products compliance with the technical specifications. Any complaints shall be sent in writing. The Supplier undertakes to timely verify the faults and repair or replace the faulty components.

### **9. WARRANTY**



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**9.1** The Supplier warrants that the supplied products are manufactured according to the national and international quality standards.

**9.2** For a period of two (2) years after delivery, the Suppliers warrants that:

- the supplied products are free of any lien, security interest or any other right;
- the supplied products comply with the applicable specifications;
- the products are free of manufacturing or functional faults.

**9.3** In addition to the warranty terms, SMI reserves the right to claim an indemnity equal to Eur 100,00 for every non-compliant product. The costs for transportation and new delivery of non-compliant products shall be charged to the Supplier.

**9.4** In case of breach of the above clause, SMI is entitled to ask for the contract termination or for the integral elimination of all non-compliant products, at the Supplier's expenses.

In this regard, the Supplier shall be subject to the following obligations, as expressly required by SMI:

- replace non-compliant products at his expenses, within 24 hours from receipt of the notification, by starting the new terms of warranty from the date of replacement;
- send a technician to remove the non-compliant products;
- authorize SMI direct intervention with its personnel, at the Supplier's expenses and by applying the same conditions and warranty terms.

## **10. RETENTION OF TITLE**

The products property shall be transferred to SMI upon delivery, unless otherwise agreed by the Parties in writing.

## **11. PAYMENT**

**11.1** The price and the payment terms shall be specified in the purchase order signed by SMI.

**11.2** The invoices issued by the Supplier shall indicate SMI item code, the Supplier's code and the purchase order number; they shall be sent to SMI by e-mail.

**11.3** The payments due on 31<sup>st</sup> December and 31<sup>st</sup> August shall be postponed by 10 days.

## **12. CONFIDENTIAL INFORMATION**

**12.1** During the terms of this contract, the Parties undertake to keep the contractual information strictly confidential and deal with it for the exclusive purposes of the present contract.

**12.2** When agreed by the Parties in writing, the Supplier shall be prohibited from publishing, selling or exposing photos or products belonging to the Customer SMI.

**12.3** The obligation of confidentiality shall be binding for the Supplier and for his employees, counsellors and sub-

contractors, during the terms of the present contract and for 5 (five) years after its termination.

## **13. TERMINATION**

SMI reserves the right to terminate this contract at any time and without due cause, by sending a written notice by registered letter to the Supplier. The termination shall take effect thirty (30) days after receipt of the notice.

## **14. FORCE MAJEURE**

In case of Force Majeure, the Party who is prevented from executing its obligations shall immediately inform the other Party, by describing the causes and consequences of Force Majeure. Force Majeure shall be defined as any unpredictable act or event, beyond the control of the contracting parties, such as, but not limited to earthquakes, storms, wars, riots, etc.

The Parties shall arrange any necessary modification of the contract, in order to face the consequences of the Force Majeure event, but the concerned Party shall not be liable for the non-execution of the contract obligations.

If the Parties can not find an agreement for the modification of the contract within 45 days from the Force Majeure event or in case the event persists for a longer period than 45 days, each Party shall have the right to immediately terminate the contract, by informing the other Party in writing.

## **15. APPLICABLE LAW AND JURISDICTION**

**15.1** The present contract and arrangements made under it are governed by the Italian Law and, on a subsidiary basis, by the provisions of the United Nations Convention on international sale of goods, signed in Vienna on 11.04.1980, ratified by the Law n° 765 of 11.12.1985.

**15.2** Any controversy relating to supply relationships under the present contract shall be submitted to the jurisdiction of the Court in Bergamo.

## **16. SMI ETHICAL CODE**

SMI adopted an Ethical Code, available on the website [www.smigroup.it](http://www.smigroup.it), from which SMI derives the models of conduct for its business activities. SMI also adopted an "Organization, Management and Control Model", in order to ensure compliance with the principles of the ethical code. SMI intends to cooperate with Suppliers adhering to the principles of the "Ethical Code".

The Supplier acknowledges that SMI promotes a safe, eco-friendly working environment and implements a Quality, Safety, Environment Management System.



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For express acceptance:

(Place)(Date)(Stamp)(Signature by a legal Representative)

**The Parties declare that the following clauses have been carefully read and expressly accepted by them: 4 (price modification), 7 (documents and certifications), 9 (warranty), 10 (retention of title), 13 (termination), 15 (applicable law and jurisdiction).**

(Place)(Date)(Stamp)(Signature by a legal representative)