

# GENERAL PURCHASE CONDITIONS

## 1 – Preamble

**1.1** The following general terms of purchase (G.T.P.) regulate the procedures and conditions of purchase of goods and services by Vega S.r.l. -having legal head office in Via Alcide De Gasperi 16, 21053 Castellanza (VA), tax code and VAT registration number 01758600124, hereafter just called “Vega”- towards any company -Italian or foreign, hereafter just called “Supplier”- selling goods or services to Vega.

**1.2** These conditions may be modified at any moment; the date when they become effective is their online publication date. In any case, the general terms attached to the order will have their weight.

**1.3** Vega shall not be bound (except in case it gives its previous written consent) to the General Sales Conditions of any Customer. This is valid even if such Conditions are contained (or referred to) in the order confirmation, or in any other documentation from the Customer. Customer General Sales Conditions cannot be considered accepted by Vega through ‘implied consent’.

## 2 – Advisory Notice in Accordance with the Article No. 13, Legislative Decree 30.06.2003, No. 196 of the Italian Civil Code

**2.1** In accordance with the article 13 of the legislative decree 196/03 of the Italian Code, Vega S.r.l. -having legal head offices in Via Alcide De Gasperi 16, 20153 Castellanza (VA), title owner of the processing of personal data, informs that all the gathered data will be processed electronically, directly and/or by means of third parties, for the motion of orders and related purposes, and for the purpose of statistic elaboration and promotional and marketing initiatives.

**2.2** All the data are necessary for the purchase, and it will be impossible to place any order without them. Moreover, their being provided will make it possible to receive new commercial requests from Vega. Access to data is permitted to all those working at Vega who are specifically appointed for the purposes mentioned above, and for the purchase of goods and services, for the placing of orders and for administration. Moreover, as expected by the legislative decree 196/03 of the Italian Code, all people involved can ask at any time for confirmation of the existence, modification or cancellation of their own data simply writing to Vega S.r.l.

### 3 – Content of the Contract

**3.1** The following general terms of purchase can be found on the website [www.vegacylinder.com](http://www.vegacylinder.com), so that they may be always available for consultation, and they will be sent to the Supplier attached to our order communications. For this reason, they are to be considered approved according to the articles No. 1341 and 1342 of the Italian Civil Code, and they are integral and significant part of every purchase contract in relation to goods and/or services purchased by Vega.

**3.2** The official language of the General Terms of Purchase is Italian. An English version has been made available on the above-mentioned website for our Suppliers' convenience.

### 4 – Conclusion of the Contract

**4.1** Vega's orders are expressed both orally and in written form.

**4.2** Purchases will be considered finalized when Vega receives an order confirmation from the Supplier or when Vega sends an order confirmation after receiving an estimate form the Supplier.

**4.3** Orders contain vital statistics of both the Supplier and the order; price, quantity and description of the goods to be purchased; delivery terms and time (that will have a fundamental and compulsory validity); shipping address and payment modalities.

**4.4** Orders may contain indications informing the Supplier that a limited period of time is given for accepting the order. If the given time expires, and by that time the Supplier has not accepted the order, the order itself will cease to be binding towards Vega.

### 5 - Price of Purchase

Purchase prices of goods and/or services come from the order history list used by the Supplier and Vega. When not available, the purchase price of goods and/or services will be agreed upon by Vega and the Supplier from time to time.

### 6 – Supplier's Responsibilities

**6.1** The Supplier is expected to deliver the purchased goods and/or services as follows:

**6.1.1** according to relevant laws and regulations;

**6.1.2** according to quality standards expressed in clause 8 (Warranty) and pointed out in the contract;

- 6.1.3** free of faults and defects, and not entitled to other third parties;
- 6.1.4** within the delivery time expressed in the order;
- 6.1.5** according to the quantity expressed in the order;
- 6.1.6** according to the technical and manufacturing requests possibly expressed by Vega;
- 6.1.7** along with related technical documentation;
- 6.1.8** according to possible instructions from Vega, including but not limited to requests and policies about security, environment and health;
- 6.1.9** suitable for specific ends made known, explicitly or implicitly, to the Supplier in the order or, if missing, suitable for ends according to which these sort of products or services, having the same description and/or being of the same kind or similar, would normally be used;
- 6.2** The Supplier is not allowed to replace or change any of the materials making up the goods or used for providing services, neither is the Supplier allowed to make changes to the planning and designs of goods and/or services without a written prearranged agreement from Vega.
- 6.3** The Supplier is expected to make sure that the goods are packed or wrapped up according to the standards usually applied for this sort of goods or, if such standards are missing, in such a way to preserve and safeguard the goods until they are delivered.
- 6.4** The Supplier is expected to disclose their invoices in a verifiable format, according to the Supplier's local norms and Vega's, containing the following necessary information: name, address, contact info (telephone number, email address, etc.), invoice date, invoice number, order number (the same number appearing in the order from Vega), Vega's address, quantity, goods/services description, partial and total prices (indicating also the total amount invoiced), currency, tax and VAT amounts, tax code, VAT number, custom number and/or other identifying code and/or authorization from the authorized exporter, if available.
- 6.5** Invoices can be issued to Vega by the Supplier separately from the shipment of goods or service rendering, and they are to be sent to the invoice address reported in the order.
- 6.6** Expenses not agreed upon in written form by both parties will not be refunded by Vega.
- 6.7** Services offered according to an hourly rate require a written confirmation from Vega of the Supplier's time sheet. The Supplier is to present the time sheets to Vega for confirmation. Confirming the above-mentioned time sheets is not to be seen as an acknowledgment of the Supplier's requests or claims. Vega will not be obliged to pay invoices issued on the basis of time sheets not confirmed in a written form by Vega.
- 6.8** The Supplier cannot stop or delay the delivery of goods or services to Vega in any case. In case of force majeure, the clause No. 17 will apply (Force Majeure).

## 7 Vega's Responsibilities

**7.1** After the delivery of goods or services from the Supplier according to the terms of the order, Vega will pay the Supplier the purchase price as reported in the order, within the prearranged time limits, but only if the invoice has been issued according to the requirements expressed in clause No. 6.4 and clause No. 6.5.

**7.2** If the provided goods and/or services are subject to inspection, tests and acceptance from Vega and/or from its authorized representatives, payments will not be eligible until the said inspection, tests and acceptance are available and they confirm that the goods and/or services have been provided in accordance with the order and with the requirements and/or models suggested by Vega to the Supplier.

**7.3** Vega maintains the right of compensating the Supplier the due amount, or of refraining from paying, if the goods and/or services have not been provided in accordance with the order.

## 8 Warranty

**8.1** The Supplier assures that the goods and services:

**8.1.1** are in accordance with the order, including specific requirements, material, manufacturing and so on, documentation and quality requirements, or if lacking, in accordance with the usual procedure and standards normally accepted in the field, and suitable for the ends according to which such goods and services, having the same description or being of the same kind, would normally be used, maintaining the same functionality and performances expected by Vega on the basis of the information, documentation and declarations from the Supplier;

**8.1.2** are suitable for whatever purpose has been expressly or implicitly made known to the Supplier in the order;

**8.1.3** are new and have not been previously used by the time they are delivered;

**8.1.4** are free of flaws and defects;

**8.1.5** are free from claims by third parties;

**8.1.6** have all the qualities that the Supplier showed Vega in the sample or model;

**8.1.7** unless otherwise indicated in the order, the warranty period will be 1 year (one year), beginning from the time the said goods or services are delivered or accepted;

**8.1.8** if are not in accordance with the warranty provided on the basis of this clause No. 8, then Vega will have the right of applying the remedies listed in the following clause No. 9 (Remedies);

**8.1.9** are conforming to all the laws, regulations and codes of conduct enforced by governments and government agencies;

**8.1.10** are in accordance with the importation/exportation norms, having been subject of customs clearance and having the proper importation/exportation licenses.

## 9 Remedies

**9.1** In case that warranty obligations, as reported in clause No. 8, have been broken, or if the Supplier does not keep even just one of the order terms, Vega will have to inform the Supplier, in written form, of such violation, and offer the Supplier the chance of making up for it as promptly as possible. If the Supplier is not able to fix things up within 48 (forty-eight) hours since receiving said communication from Vega, or within any other period of time agreed upon by both parties in written form, Vega will exercise the right of applying one or more of the following remedies, at its own unquestionable discretion and at the expense of the Supplier:

**9.1.1** offering the Supplier another chance of doing the necessary additional works required, so that the order terms may be fully kept;

**9.1.2** doing (or having a third parties doing) the necessary additional works required, so that the goods or services provided may be in accordance with the order;

**9.1.3** having the flawed goods, or services, promptly replaced by just as many goods, or services, free of flaws and defects;

**9.1.4** refuse to accept any other good, or service, from the Supplier, but without excluding the Supplier's responsibilities for the goods, or services, provided;

**9.1.5** asking for a compensation for the damages that Vega may have sustained because of the Supplier's violation of what he engaged for.

**9.1.6** cancelling the order and putting an end to the contract. In this case, Vega will not be obliged to refund the Supplier for the amount of goods, or services, already received but not yet paid, and the Supplier will be obliged to refund Vega what they spent for the goods, or services, and to take back, at his own expense, the goods, or services.

**9.2** In case clauses No. 9.1.1, 9.1.2 and 9.1.3 can be applied, warranty period will be in accordance with clause No. 8.1.7;

**9.3** Rights and remedies mentioned in the present clause on Vega's behalf, and those mentioned in the order, are cumulative and do not rule out possible additional rights as in accordance with the law.

## 10 Technical Information

**10.1** The Supplier will offer Vega all the technical specifications concerning their goods or services, at the same time the good itself, or the service, is delivered.

## 11 Delivery Terms

**11.1** Except for different agreements stated in the order, all the goods will have to be delivered in accordance with the INCOTERMS 2010 DAP, to the delivery place specified in the order, or to Vega's headquarters if Vega itself has not specifically pointed to another delivery place.

**11.2** Except for different agreements stated in the order, all the services will have to be delivered to the place specifically mentioned in the order, or if such place is not mentioned, to Vega's headquarters.

**11.3** Goods, or services, will have to be delivered to Vega during the usual working hours, except if otherwise requested by Vega.

**11.4** When delivering, the Supplier (or the courier appointed by the Supplier) will have to provide Vega with all the exportation/importation documents that are considered necessary, along with a transport document. In case Vega approved a partial delivery, the Transport document will include only what has been actually delivered.

## 12 Shipment

**12.1** Shipment will be at the Supplier's expense and risk, unless otherwise prearranged by Vega and the Supplier in written form.

## 13 Payments

**13.1** mode of payment is reported in the order.

## 14 Order Cancellation, Order Changes, Acceptance, Rejected Shipments

**14.1** Vega can request a purchase order to be cancelled, totally or partially, by sending a written notice to the Supplier within, and not later than, 7 (seven) days (for urgent cases) or within, and not later than, 10 (ten) days (for all the other cases) since receiving the order confirmation.

**14.2** Vega can decide to inform the Supplier about some order changes, in order to change, omit or add, or simply change, the ordered goods and/or services, or part of them, and the Supplier is to comply with such reasonable order changes. Vega and the Supplier will agree upon the impact of such order changes on the applicable prices. In case it is impossible to reach an agreement concerning the impact upon the prices within a reasonable period of time, the Supplier will apply the changes keeping in mind that the impact of the changes upon the prices, or the possible compensative payments, will be in accordance with the following priority order: i) unit price list agreed upon; ii) lump sum to be decided by Vega and the Supplier; iii) agreement on the basis of cost plus profit margin or (iv) a combination of such modalities. If the unit price list agreed upon does not include the object of such order changes, a supplementary price list for similar goods and/or services will be arranged by Vega and the Supplier, and then added to the already existing unit price list. The Supplier will not delay nor postpone the fulfilment of such order changes because of controversies, among which, by way of example and not exhaustively, can be included those concerning the acceptance of changes on the Supplier's part and/or concerning the agreement upon the total value of such changes, or concerning an extension of delivery terms. Order changes requested by the Supplier will only be applicable after a written confirmation and acceptance from Vega.

**14.3** Goods, or services, will not be considered accepted by Vega until Vega has had a reasonable period of time for inspecting and controlling them after the delivery, that is, in case of a defect not reasonably detectable during the inspection, within a reasonable time that such a defect has shown. Whatever obligation Vega has to inspect the goods or services will be limited to its quantity and kind, and to flaws or visible damages caused while the goods or services were being delivered.

**14.4** Both parties can agree upon a determined acceptance procedure, in which case the acceptance will be explicitly declared by Vega by means of a written document. The Supplier will inform Vega beforehand, by means of a written notice and within a reasonable period of time, when the goods, or services, will be ready for inspection.

**14.5** In case the goods, or services, are not in accordance with clause No. 6 (Supplier's Responsibilities) of the present General Terms of Purchase, or in case they are not (in some respect) in accordance with the order, in such a case, not excluding or cancelling the rights Vega has according to clause No. 9 (Remedies), Vega can decide to reject the goods, or services, and can demand their substitution, in conformity with the order, or can decide to be refunded by the Supplier of all the expenses sustained for said goods or services.

**14.6** In case the goods should be rejected, all the shipment costs are entirely at the Supplier's expense.

## 15 Delayed Delivery

**15.1** In case the delivery of the goods, or services, should not meet the agreed delivery time/s, then, without prejudice to any other right, Vega will maintain its own right to:

- a) end the contract, partially or totally;
- b) refrain from accepting the delivery of other goods or services;
- c) take from the Supplier compensation for all the expenses reasonably sustained by Vega for the goods or services, replaced by another supplier;
- d) ask for a compensation for all the damages sustained in case of additional expenses, loss or costs Vega had to bear, which can be reasonably seen as caused by the missed delivery of the goods, or services, on the part of the Supplier; and
- e) ask for a compensation in addition to the penalties in accordance with the order.

## 16 Commercial Returns

**16.1** In case of a commercial agreement that includes the return of products previously purchased, all the shipping costs for returning the goods will be exclusively at the Supplier's expense.

## 17 Force Majeure

**17.1** Neither of the parties will be considered responsible in case they cannot fulfill their obligations, or are delayed in doing so, because of "Force Majeure." To clear any possible doubt, by "Force Majeure" is meant an event that the party could not foresee in any way and that prevents one of the parties from fulfilling their obligations, an unavoidable event that cannot be controlled by neither of the parties, and for which neither of the parties can be considered responsible, and that makes impossible for one of the parties to carry out their obligations even if they try their best to comply. The party that cannot fulfill its obligations is to inform the other party within 5 (five) calendar days since the "Force Majeure" event took place.

**17.2** When a "Force Majeure" event takes place, and lasts more than 30 (thirty) calendar days, each party will have the right of ending the contract, with immediate effect, by sending a written notice to the other party. This will not imply any responsibilities towards the other party. Each party will have to do its best in order to reduce as much as possible the consequences of a "Force Majeure" event.



## 18 Jurisdiction, Applicable Law

**18.1** If any disagreement should arise because of and/or related to the present General Terms of Purchase and/or the trade or purchase of goods, or services by Vega, the jurisdiction will be in charge of the Court of Busto Arsizio alone; and the applicable law will be the Italian Law.

**18.2** As for what is not mentioned in these General Terms of Purchase, the Italian Law and the Italian Civil Code applies.

Supplier's Signature

  

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Pursuant to and in accordance with the articles No. 1341 and 1342 of the Italian Civil Code, the Supplier agrees upon and expressly approves the following clauses:

**Clause 5** – Purchase Price;

**Clause 6** – Supplier's Responsibilities;

**Clause 7** – Vega's Responsibilities;

**Clause 8** – Warranty;

**Clause 9** - Remedies;

**Clause 14** – Order Cancellation, Order Changes, Acceptance, Rejected Shipments;

**Clause 15** – Delayed Delivery;

**Clause 16** – Commercial Returns;

**Clause 18** – Jurisdiction, Applicable Law

Supplier's Signature

  

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