

GENERAL CONDITIONS OF PURCHASE

The purchases of **Costruzioni Meccaniche Weingrill Ing. Zeno S.r.l** are exclusively ruled by the following *General Conditions of Purchase* if not otherwise specified and or agreed on the particular conditions of purchasing orders. It having been agreed and accepted by both parties, the particular conditions of purchase prevail on the present *General Conditions of Purchase* in the event of conflict. The order acknowledgement, which must be sent to **Costruzioni Meccaniche Weingrill Ing. Zeno S.r.l**, confirms the acceptance of all conditions of the present *General Conditions of Purchase*, including the provisions set on article 9. Any exception to the *General Conditions of Purchase* must be in written form only.

1. The general and particular conditions applied to any purchasing order are ruled and interpreted in compliance with the Laws of Italy.
2. The supplier guarantees that goods provided through any purchasing orders do not break any licence or trademark; the supplier will protect **Costruzioni Meccaniche Weingrill Ing. Zeno S.r.l** and their clients from any claims, lawsuit, judgement, costs and expenses arising out in connection with any rights infringement. In addition, the supplier guarantees that any goods delivered and any labour provided under any purchasing order are in compliance with the description, technical specification and drawings of **Costruzioni Meccaniche Weingrill Ing. Zeno S.r.l** whereas supplied. Goods have to be free from any material and fabrication defects, other than having to be saleable and of the best quality, made in compliance with the quality specified and the use for which they have been ordered. The quality and functionality of goods or that the work provided is guaranteed by the supplier for a period of 12 months from the date of delivery.
3. The non-delivery of goods within terms and conditions of purchasing orders will be intended as justified reason for the termination of the order unless the non-delivery of goods has been caused by Force Majeure Events.
4. The supplier cannot give out drawings and or assign, partly or in full, any purchasing order to third parties.
5. **Costruzioni Meccaniche Weingrill Ing. Zeno S.r.l** may require amendments to technical specification of goods and/or ordered works and should the supplier not be informing **Costruzioni Meccaniche Weingrill Ing. Zeno S.r.l** about their notes and or reserves within 10 days from the date of amendment transmission in written form, it is then intended that the supplier has accepted such amendments without any increase of price and or delivery term.
6. **Costruzioni Meccaniche Weingrill Ing. Zeno S.r.l** will not accept invoices whose total due differs from the original purchasing order for any reasons and under any circumstances unless such difference in price has been specifically approved in writing by **Costruzioni Meccaniche Weingrill Ing. Zeno S.r.l**. If not otherwise specified in purchasing orders, the sale price is intended to be inclusive of packing expenses and loaded on the means of transport.
7. The present *General Conditions of Purchase* are the only applicable rules and any other previous agreement, verbal or written, is void and without any legal effect. In addition, the supplier binds itself to indemnify **Costruzioni Meccaniche Weingrill Ing. Zeno S.r.l** for all losses, damages or expenses that should arise out in the event of non-compliance with the terms and conditions of the present *General Conditions of Purchase*.
8. All disputes arising out of or related to purchasing orders of which the present *General Conditions of Purchase* is an integral part shall be settled by the Court of Turin, Italy.
9. The supplier declare, with reference to articles 1341 and 1342 of the Laws of Italy, their specific acceptance of the provisions under articles 1, 2, 3, 4, 5, 6, 7, 8 of the present *General Conditions of Purchase*.