

General terms and conditions of purchase

Here you can see the general terms and conditions of purchase:

Art.1) Contract rules - 1.1) *These general conditions of purchase, unless otherwise expressly agreed in writing, regulate all current and future relationships between the parties. The possible general conditions of supplier will not apply to such relationships, if we have not expressly accepted them in writing. In this case, however, without specific exception, they do not exclude the effectiveness of these general conditions, with which they must be harmonized.* 1.2) *The compliance with these general conditions as well as the further conclusions of contracts between the parties which these settled, does not mean, unless otherwise agreed in writing, the assignment to the Supplier of any exclusive right.*

Art.2) Contract formation - 2.1) *Obligations from this order will be binding for us, subject to acceptance by the supplier of our general purchasing conditions. To this end it must be considered valid the acceptance already made in previous relationships between the parties.* 2.2) *Only orders in writing are valid, for such means even those sent by fax/e-mail, without prejudice to the obligations of the Purchaser, as indicated in previous point 2.1). Our order is considered accepted by the Supplier when missing remarks signalled to us also by fax/e-mail; in this way it will be confirmed that you consider as occurred the acceptance after expiry of 5 working days without any remarks.*

Art.3) Delivery terms - 3.1) *It is our indispensable requirement that the single components of the plant to be installed for our customers reach us within the agreed time, to avoid delays in assembling and starting the plant or storage problems. In case of non-compliance with the agreed delivery terms, the Purchaser will have the right as follows: (a) if the delivery is earlier than agreed, the payment terms will also start from the contractually fixed date; (b) if it is delayed, the deadline will start from the new delivery date and the payment will be further postponed to the period of time equivalent to the days of delay that Olpidürr supplied to the customers.*

Should the delay cause further damaging consequences, the Purchaser will apply a penalty equal to 0.5% of the total amount of the supply for each consecutive delayed day with respect to the deadline for the final completion, up to a maximum of 5%. 3.2) *It will however be at the Purchaser's discretion, if the delay in delivery of the ordered item exceeds 30 days, except in case of expressly agreed extensions or the occurrence of force majeure, to consider the contract solved except compensation for damage and to provide elsewhere for the purchase of the piece itself with the consequences of art. 1516 C.C.*

Art.4) Transport - *The transport risk will be at Seller's charge until the item ordered by Olpidürr will be available to the receiver of the supplied products. These should be carefully prepared by the Seller even if the transport and packaging cost is not included in the delivery.*

Art.5) Defective supplies - *Guarantee terms - If during the guarantee period of twentyfour months after delivery, defective parts are found among the supplied products, notified by the Purchaser within 15 days from discovery, even by fax confirmed by registered letter (also received by the Seller beyond that date), it will be possible for the Purchaser to request the replacement or repair of defective parts and/or in urgent cases to provide directly, if the Supplier is not promptly able to dispose it. In this case however the Purchaser has the right to compensation for damages caused by the delayed use of the defective product, except the return to the Seller, on request, of the replaced piece.*



OLPIDÜRR S.p.A.

It is subject to management and coordination by Dürr Systems AG

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Art.6) Payment term and conditions - 6.1) Payment may be effected only through issue of invoice complete with all the data and details written on the order issued by the Purchaser; if, in case of urgent supplies, these are urgently carried out before the debtor receives the written order, the Seller may be informed by the Purchaser about such data via fax/e-mail. 6.2) The payment terms are set in 60 days at month end from invoice date, direct remittance (FM, DF, RD). The Purchaser shall have the right to retain 10% of the invoice amounts until the carried out elimination of defects possibly found in the supply. For technical/administrative reasons the payment at month end, as above indicated, will be timely made only if the invoice is received within 15 days following issue date. Otherwise, the starting date will be that of invoice receipt. 6.3) Owing to activity type of Olpidürr the credit arising from the supply cannot be subject to assignment or delegation in any form

Art.7) Samples, drawings and technical documents - Any sample and reports related to preparation of components ordered by us and any drawing prepared in accordance with our directions, or of our property and made at disposal of the Supplier, cannot be reused by him or made available to third parties and they must be immediately returned after the completion of the order, even without an explicit request by us. The Supplier may indicate in reference list some Olpidürr's customers, only after its definite authorization. The breaking of these obligations will allow Olpidürr to be entitled to have compensation for damages and however to be assigned of any benefits achieved by the Seller.

Art.8) Manufacturer's responsibility for damages to additional Purchasers of the supplied plant - The Seller indemnifies Olpidürr from all damages to persons or things that are caused from components supplied by him, including indirect or consequential damages, loss of production and non-profits that are recognized at the third party damaged.

Art.9) Clauses validity - If single clauses of these purchasing conditions are considered not valid or ineffective, the contracts concluded on their basis should be completed and interpreted as if they contained all the clauses that allow to achieve, in accordance with the law, the essential purpose pursued by the Agreement referring to such clauses.

Art.10) Jurisdiction in case of dispute - For any dispute arising from negotiations agreed between the parties the competent Court is that of Milan. However the Purchaser shall can to act by the Court of the Supplier.