

## **SIRPLES**

Via Montenero, 15 – 20098 San Giuliano Mil.se (MI)  
Tel. 02/98.24.22.62 r.a. – Fax 02/98.24.22.72  
www.sirples.com – qualita@sirples.com



San Giuliano Milanese, 25/03/2015

### **1 General Terms and Conditions**

1.1 Unless otherwise specified in the Order in question or by special agreement, the Supply is governed by the General Terms and Conditions, which form the full agreement between the parties.

1.2 Tacit acceptance with issue of order or explicit acceptance by Sirples of the offer constitutes a contract; all subsequent orders will refer to this. All variations must be agreed and approved by Sirples.

1.3 Confirmation of the order and/or any variation thereto must be received by Sirples within 5 working days, after which the order will be considered accepted exactly as requested by Sirples.

1.4 Any variations in the terms of the agreement in question, whether contract, order or offer, occurring after the date specified in the order confirmation, must be notified to Sirples for acceptance no later than halfway through the agreed period.

### **2 Delivery terms**

2.1 Delivery must take place at the conditions indicated in the Order.

2.2 No over-deliveries or under-deliveries in respect of the amounts indicated in the Order will be accepted, unless agreed in advance with the Sirples Purchase Department.

2.3 Each package must contain only one Item (Part Number).

2.4 All packages must be suitably marked.

2.5 The marked packages may be grouped together in a single container to facilitate delivery (pallets, boxes, crates, etc.).

2.6 Early deliveries must be agreed with Sirples.

2.7 Sirples must be notified promptly of any delays in delivery.

2.8 Any material belonging to Sirples entrusted to the Supplier for processing that exceeds the production requirements must be returned with the last delivery marked as “unprocessed material”, together with tools or instruments supplied in loan for use.

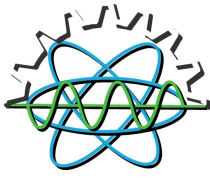
2.9 Any rejects in the material supplied by Sirples must be reported and justified.

#### **SIRPLES Srl**

Cap. Soc. € 78.000,00

Reg. Trib. Milano n. 53277 • REA 345299 • P. IVA n. 00751490152

Società soggetta a controllo e coordinamento da parte della Soc. Finmineraria S.p.a



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### **3 Quality of supplies**

3.1 The Supplier is responsible for both the quality of materials it purchases to manufacture the Sirples product and for sub-contractors used, and will be held fully liable.

3.2 Acceptance of the supply by Sirples shall be based on the results of the incoming Quality Control; any nonconforming elements will be rejected and must be either credited or replaced.

3.3 The Supplier is obliged to grant Sirples and its Customers access to the manufacturing areas to carry out product Audits.

### **4 Warranty and After-Sales Service**

4.1 The supplier warrants that the product has been manufactured in conformity with the requirements established in the order, is free from material and/or manufacturing defects, from design defects and from defects relating to the software, where applicable.

4.2 The warranty period for the above defects is 12 months for new products and 6 months for used and/or repaired products.

4.3 The Supplier undertakes to replace nonconforming material within 30 days of being notified by Sirples.

4.4 The Supplier undertakes to notify Sirples if the product or component supplied becomes obsolete, to supply Sirples with the quantity required to cover one year of supply needs after it becomes obsolete and to indicate an equivalent or alternative product.

4.5 The Supplier is responsible for damages incurred by the Customer as a result of failure to comply with the previous clauses; the resulting costs will be assessed and debited.

### **5 Ethical conduct**

5.1 The Management of Sirples has approved a Code of Ethics, which is available on the Sirples website at the address [www.sirples.com/codice\\_etico](http://www.sirples.com/codice_etico), listing the principles with which the specific activities of the Supplier must comply. Infringement of this code will entitle Sirples to cancel the Order without incurring any costs.

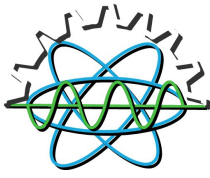
5.2 In the event of cancellation of the Order due to infringement of the Code of Ethics, Sirples reserves the right to demand payment of any resulting damages, including reputational damages, from the Supplier.

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### ***6 Additional notes for Aerospace suppliers***

The supplier of aerospace components and apparatus is required:

- to apply all points of the standard UN 9100, latest revision
- to attach the results of tests and inspections to the electrical or electronic products supplied
- to attach a certificate of conformity according to prevailing aviation legislation to the products supplied
- to notify, in advance with respect to supplies, any product changes or requests for derogations
- to keep the documentation (drawings, nomenclature and list of parts) relating to changes made up to date and to supply Sirples with a copy
- to keep records for at least 10 years on until the end of the aircraft's useful life
- to allow Sirples, its customers and the competent authorities access to the supplier's premises in which the purchased parts are manufactured.

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