

## **SIRPLES Srl**

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



San Giuliano Milanese, 09/09/2022

### ***General Terms and Conditions of Supply***

#### **1 General Conditions**

- 1.1 Unless otherwise specified in the Order under reference or by special arrangements, the Supply is governed by the General Conditions which constitute the entire agreement between the parties.
- 1.2 Tacit acceptance by issuance of order or explicit acceptance by Sirples of the offer constitutes a contract; all subsequent orders will refer to this. Any variation must be agreed upon and approved by Sirples.
- 1.3 Confirmation of the order and/or any change in it must be made to Sirples within 5 business days, after which time the order shall be deemed accepted as requested by Sirples.
- 1.4 Any change in the terms of the agreement referred to, whether contract or order or quotation, which intervenes after what is made explicit in the order confirmation, must be communicated to Sirples for acceptance no later than half-way through the agreed period.

#### **2 Delivery terms**

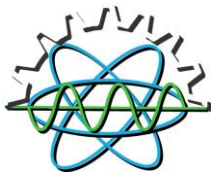
- 2.1 Delivery shall be made under the conditions stated in the Order.
- 2.2 Deliveries exceeding or falling short of those specified in the Order will not be accepted, unless prior arrangements are made with Sirples Purchasing Department.
- 2.3 Each package shall contain one and only one Item (Part Number).
- 2.4 All packages should be properly identified.
- 2.5 Identified packages may be combined a single container for convenience of delivery (pallets, boxes, crates, etc.).
- 2.6 Early deliveries must be arranged with Sirples.
- 2.7 Delivery delays must be reported to Sirples in a timely manner.
- 2.8 Materials owned by Sirples entrusted to the Supplier for processing, in excess of production needs, shall be returned with the last delivery as "unprocessed material," together with the tools or instruments provided on loan.
- 2.9 Any scraps of material provided by Sirples must be accounted for and justified.

#### **3 Supply Quality**

- 3.1 The Supplier is responsible for both the quality of the materials purchased by him for the production of the Sirples product and the sub-suppliers used, and is fully responsible for them.
- 3.2 Sirples acceptance of the supply is subject to the results of the incoming Quality Control, non-conforming items will be rejected and must be either accredited or replaced.
- 3.3 The Supplier is required to allow Sirples and its Customers access to the production premises for the purpose of conducting Product Audits.

#### **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.r.l



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### **4 Warranty and after-sales service**

- 4.1 The Supplier warrants that the product manufactured conforms to the requirements set forth in the order, that it is free from defects in material and/or workmanship, free from design defects, and free from software-related defects where applicable.
- 4.2 The warranty period relating to the above defects is 12 months for newly manufactured products and 6 months for used and/or repaired products, unless otherwise stipulated by contracts between the respective parties.
- 4.3 Supplier agrees to replace non-conforming material no later than 30 days after Sirples reports.
- 4.4 The Supplier agrees to notify Sirples of any entry into obsolescence of the supplied product or component and to provide Sirples with the quantity needed to cover one year of requirements after the onset of obsolescence, as well as to indicate an equivalent or alternative product.
- 4.5 The Supplier shall be liable for damages to the Customer arising from non-compliance with the preceding clauses; the resulting costs will be assessed and reversed.

### **5 Ethical/Environmental behavior**

- 5.1 Sirples Management has approved its own Code of Ethics available on the Sirples website at [www.sirples.com/codice\\_etico](http://www.sirples.com/codice_etico) which lists the principles to which certain activities of the Supplier must conform.
- 5.2 The Sirples Environmental Policy is in effect, which provides the guidelines the supplier is required to comply with, which can be found at [www.sirples.com/ambiente](http://www.sirples.com/ambiente)
- 5.3 Violation of the provisions will allow Sirples to terminate the Order without charge on its own part.
- 5.4 In the event of termination of the Order for violation of the Code of Ethics or Environmental Policy, Sirples reserves the right to seek payment from the Supplier for any resulting damages, including image damages.

### **6 Jurisdiction**

- 6.1 Orders/contracts are governed by Italian law. Any dispute arising in connection with or concerning them shall be submitted to the exclusive jurisdiction of the Court of Milan.

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