



**INTEGRATED MANAGEMENT SYSTEM**  
**General Terms and Conditions of Purchase**  
Rev. 2 of 19/12/2022



## General Terms and Conditions of Purchase

Revision	Date	Description of changes
0	10/11/2016	First issue
1	14/10/2019	Revision as per Supervisory Body notes
2	19/12/2022	Revision to change invoicing methods

<b><i>IPLOM</i></b>	<b>INTEGRATED MANAGEMENT SYSTEM</b> <b>General Terms and Conditions of Purchase</b> Rev. 2 of 19/12/2022	<b><i>IPLOM</i></b>
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## DEFINITIONS

In interpreting these General Terms and Conditions of Purchase, the terms below shall mean:

<b>Customer:</b>	IPLOM S.p.A. a socio unico (single-member company) Via C. NAVONE, 3/B 16012 BUSALLA (GE) Italy VAT NO. 11616440159
<b>Supplier:</b>	Supplier of the Product
<b>Parties:</b>	The Customer and the Supplier collectively
<b>Product:</b>	The asset being traded
<b>Special Terms and Conditions:</b>	These are any additional agreements to those in the general terms and conditions that may be included on the Customer's Purchase Order

## ARTICLE 1 SCOPE

These General Terms and Conditions of Purchase form an integral, substantive and essential part of all purchase orders issued by the Customer. Only the Special Terms and Conditions contained in the individual purchase orders take precedence over the General Terms and Conditions of Purchase and may constitute a variance to them provided that they are specifically approved and signed by the Parties.

The Supplier shall not be entitled to amend the General Terms and Conditions of Purchase and the Special Terms and Conditions, if they exist, or to make additions and/or changes thereto, unless the Customer and Supplier have entered into a signed agreement.

The General Terms and Conditions of Purchase shall apply to all further purchase orders transmitted to the Supplier.

## ARTICLE 2 COMPLETE AGREEMENT - PARTIAL INVALIDITY

The Purchase Order, these General Terms and Conditions of Purchase, and the clauses contained in addendums to the purchase order represent a complete agreement between the Parties and supersede any prior agreement as regards the object of the supply.

Should one or more of the provisions in these General Terms and Conditions of Purchase be declared invalid and/or unenforceable by a court, government or administrative organisation in a competent jurisdiction, the other provisions in the General Terms and Conditions of Purchase shall not be affected by the invalidity and/or unenforceability and shall therefore remain in full force and effect. In any such case, the Parties undertake in good faith to endeavour to replace the invalid and/or unenforceable provisions with valid and enforceable provisions whose content is as close to or similar as possible and which

achieve the economic, legal and commercial objectives of the invalid or unenforceable provision.

If one or more of the provisions hereof contravene mandatory provisions of law, or if one or more of the clauses in this purchase order/provisions in these General Terms and Conditions of Purchase are void in whole or in part, this shall not affect the effectiveness of the remaining provisions. The Parties to the contract undertake - if and where possible - to commence negotiations to replace the aforementioned parts with valid agreements whose content is equivalent or similar and ensure execution of the purchase order.

### **ARTICLE 3 ACCEPTANCE OF THE PURCHASE ORDER**

The Supplier shall formalise acceptance of the purchase order, sending back by immediate return of post or fax the duly stamped and signed copy of confirmation of the purchase order.

If the Supplier has not returned the duly signed and stamped copy of confirmation of the purchase order within 7 (seven) working days from receipt thereof, the Customer shall have the right to cancel the purchase order at any time without prejudice and without the Supplier being entitled to claim any compensation and/or indemnity.

Should the Supplier commence the activities under the Purchase Order before returning confirmation of the order, the contract shall be deemed concluded between the Parties by manifest intent, which shall constitute complete and unconditional acceptance of the order including the reference documents (the General Terms and Conditions of Purchase, supplier quality specifications, specific specifications, etc.).

### **ARTICLE 4 PROHIBITION OF ASSIGNMENT OF PURCHASE ORDER AND CREDIT**

The Supplier is not entitled to assign the Purchase Order to third parties, in full or in part unless formally authorised by the Customer.

It is also expressly agreed that the credit accruing to the Supplier under the Purchase Order cannot be assigned unless previously authorised in writing by the Customer.

### **ARTICLE 5 DELIVERY AND TRANSFER OF RISK**

Delivery is deemed to take place at the Customer's premises (or at the premises of the main contractors or subcontractors, which shall be specified in the Purchase Order for this purpose, if applicable); the Supplier shall be responsible for transport costs.

The risks relating to the Products shall pass to the Customer upon delivery at its own premises or, if applicable, at the premises of the main contractors or subcontractors.

The delivery deadlines indicated in the Purchase Order are to be considered essential and binding.

Compliance with these deadlines shall be assessed in relation to the date of delivery of the goods at the Customer's premises or at the premises of the main contractors or subcontractors.

In any case, delivery of the Products shall not be relied on to the detriment of the Customer's rights, particularly those rights connected to nonconformity of the Products or delivery thereof after the deadline.

If it is impossible or in any case extremely difficult to take delivery of the work, due to circumstances beyond the Customer's control, including but not limited to events relating to processing work, handling of the Products, Force Majeure, the Customer shall have the right to delay taking delivery for as long as such circumstances exist.

The Supplier shall be obliged to indemnify the Customer for damages caused by the delay in delivery, only unless the delay is due to force majeure, as set forth in Article 7 below.

## **ARTICLE 6 DELIVERY DEADLINES**

The agreed delivery deadlines are binding and time is of the essence.

In the event of delays in delivery - except for the provisions in Article 7 below - the Customer, at their own discretion reserves the right to:

- ✓ terminate the Purchase Order for cause and obtain supplies from other suppliers of the products and/or services ordered and not delivered by the deadline, notwithstanding compensation for damages and recovery of any additional costs incurred to procure the products and/or services from other sources;
- ✓ impose on the Supplier, in addition and without prejudice to any compensation for additional costs incurred by the Customer a penalty of 1% (one per cent) of the value of the supply not delivered within the agreed deadline for each full week overdue.

The total amount of the penalty may not exceed 10% (ten percent) of the value of the purchase order for the supply delivered late.

For any deliveries made earlier than the deadlines stipulated in the purchase order, the Customer reserves the right to make return the delivery at the Supplier's expense, or to keep the delivery and start the payment procedure from the contractual delivery date.

## **ARTICLE 7 FORCE MAJEURE**

Delivery deadlines may be extended in the presence of Force Majeure events (including, but not limited to earthquake, fire, flood, epidemic) that effectively prevent execution of the Purchase Order.

The Supplier shall immediately inform the Customer in writing of the cause of the Force Majeure.

Exercising the right to strike by the Supplier's employees (with the exception, of course, of absence from work caused by the calling of general category strikes) and rainfall shall not be considered as Force Majeure events, unless the Parties agree that the latter are particularly serious and/or continuous.

In the event of suspension due to force majeure, the delivery deadlines referred to in Article 6 will be extended by as many days as the activities are suspended due to the event caused by Force Majeure. The extent of the suspension and deferral of the deadlines shall in any case be confirmed by a written agreement between the Parties.

In any case, it is agreed that the Supplier shall immediately execute the purchase order upon termination of the Force Majeure event.

If the Force Majeure event determines a delay of more than 30 (thirty) days, the Customer shall have the right to terminate the Purchase Order at any time, by sending a registered letter with proof of delivery or a telefax to the Supplier; this may also be anticipated by email.

## **ARTICLE 8 SHIPMENT**

The supply shall always be accompanied by the shipment waybill indicating:

- ✓ Supplier code
- ✓ purchase order number
- ✓ date of shipment
- ✓ item code and description
- ✓ quantity
- ✓ means of shipment.

## **ARTICLE 9 PACKAGING**

The delivery shall be packaged in such a way as to resist impact, and prevent breakage, damage and loss and anything else that may generally occur during transport.

The Supplier shall be fully responsible, at its own care, expense and liability, for the types of packaging determined on the basis of the requirements, types of transport and handling needs at the premises of the Customer or recipient.

In any case, the Supplier shall be liable for any damage to the delivery up to the agreed place of destination.

The Supplier shall be liable for any damage, including damage during transport to end customers, resulting from inadequate packaging.

The Supplier shall pay any costs related to the return of Products due to inadequate packaging or contents.

The Supplier is strictly obliged to comply with any standard packaging specifications defined and issued by the Customer.

The Supplier shall be liable for all damages resulting from even partial failure to comply with the standard specifications.

## **ARTICLE 10 CONTROL OF THE GOODS**

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The supply shall be accepted subject to verification of compliance with the conditions and quantities requested on the purchase order, with particular reference to the safety requirements provided for by the laws in force from time to time and possibly defined in the technical specification attached to the purchase order.

Only the Customer (directly or by means of a third party delegated for this purpose) may check the conditions and compliance with the specifications of the goods to be supplied, also on a spot-check basis, and this shall be carried out according to the Customer's normal procedures.

In the case of delivery carriage paid, the quantity and weight recognised shall be those recorded on arrival at the Customer's premises or at the agreed place of destination.

If the control is negative, the supply shall be rejected or returned at the Supplier's expense.

For disputes relating to nonconformity of the supply with the purchase order, the terms set forth in Article 1495 of the Civil Code for warranty action are conventionally extended to 30 (thirty) days from the date of discovery of the defect.

For supplies to be made in split deliveries, any nonconformity of a single batch of the purchase order shall entitle the Customer to cancel the entire order and not to collect subsequent deliveries.

If the Supplier is unable to replace or repair the disputed supplies, in accordance with the Customer's requirements, the Customer reserves the right to procure them on the market, or to directly/indirectly make them compliant with the contractual requirements, charging the Supplier for the relevant expenses and any additional costs incurred.

## **ARTICLE 11      LIABILITY**

The Supplier is liable for damage caused to property or persons resulting from defective parts of its supply.

Furthermore, the Supplier shall hold the Customer harmless from any claim for compensation as a result of the defectiveness, nonconformity, non-reliability of its supply, indemnifying the Customer for any damage suffered.

## **ARTICLE 12      ENVIRONMENTAL/SAFETY REQUIREMENTS OF THE SUPPLY**

The Supplier warrants that they shall strictly comply with the regulations in force applicable both in Italy and in the country where the activities will be installed.

If the Customer defines and issues technical specifications, the Supplier is strictly obliged to comply with them, particularly with regard to the technical and regulatory safety standards and requirements laid down therein.



The Supplier warrants that the supply has been designed and constructed in accordance with the most modern safety and work hygiene standards, good technical practice and the required specifications, in order to avoid any foreseeable risk by means of:

- ✓ application of all devices required, either by law, by good practice, or by the technical specifications defined by the Customer;
- ✓ reliable, rational and efficient safety protections and devices and, in any case, using criteria that make tampering or deactivation impossible; these safety protections and devices are also at the Supplier's choice and responsibility, unless otherwise agreed.

The Supplier further warrants that:

- ✓ the supply is designed and constructed to limit the noise level using the best technology available;
- ✓ in any case, the supply does not exceed an Equivalent Continuous Sound Pressure Level (Leq) of 75Db(A).

The Supplier shall notify the Customer of any requirements and/or sanctions issued against it by Inspection Authorities.

With reference to the REACH regulation, moreover, any items and assets supplied and their packaging must not contain any of the substances on the candidate list of substances of very high concern (SVHC) available at <https://echa.europa.eu/candidate-list-table> above a concentration of 0.1% (weight by weight).

In compliance with the provisions of the aforesaid law, the supply of each item, at the latest upon delivery, must be accompanied by the Supplier's formal declaration certifying explicit compliance with the requirement, under penalty of non-receipt and non-acceptance of the supply by the Customer.

## **ARTICLE 13      WARRANTY**

The Supplier warrants the full ownership and availability of the supply sold and the legitimacy of the transfer.

The Supplier also warrants that the item sold is free from defects that make it unfit for the intended purpose or appreciably diminish its value, whether obvious or hidden.

The Supplier undertakes to guarantee that their supply is accompanied by the documentation described in the Customer's technical specifications and its annexes.

The warranty period is set at not less than 12 (twelve) months from the date of assembly and 24 (twenty-four) months from the date of delivery.

Any approval of shipment by the Customer's representatives following an inspection at the Supplier's premises shall not be intended as a release, nor shall it relieve the Supplier from liability under the warranty.

**ARTICLE 14 UNILATERAL TERMINATION**

Pursuant to and for the purposes of Article 1373 of the Italian Civil Code, the Customer reserves the right to terminate the purchase order at any time by registered letter with proof of delivery or fax to be sent to the Supplier with a notice period of 30 (thirty) days.

In this case, the Customer shall pay the Supplier, against delivery of the supply and/or documentation prepared up to the date of termination, an amount equal to the value, at contract prices, of the service rendered up to the time of the notice of termination.

If the Customer has expressly and formally requested the Supplier to prepare a stock of specific materials that can be used only for the Customer's needs and cannot be sold externally, the Customer undertakes to collect them and to pay the Supplier their value at the contractually established price.

**ARTICLE 15 TERMINATION**

In the case of breach on the part of the Supplier of one or more of the clauses in the General Terms and Conditions of Supply or in the Special Terms and Conditions, the Customer shall have the right to terminate the Purchase Order with immediate effect, pursuant to article 1456 of the Italian civil code, by registered letter with proof of delivery sent to the Supplier, subject in any case to claiming compensation for damages.

The Customer may at its own discretion terminate the Purchase Order if a third party company acquires the majority shareholding or in any case control over the Supplier, if the Supplier ceases trade, if it becomes insolvent or if the Supplier finds itself in a position of receivership, extraordinary administration, composition with creditors, bankruptcy.

**ARTICLE 16 REMUNERABILITY OF THE CONSIDERATION**

The Supplier declares that they are fully aware of all the time conditions and that they have taken due account of all related circumstances that may in any way influence the determination of prices.

The contractual prices on the Purchase Orders are intended as maximum reference prices and include all expenses, including tax and indemnity expenses of any kind.

**ARTICLE 17 PRICES**



In the absence of explicit clauses in the Customer's purchase order, the prices shall be considered fixed and cannot be reviewed.

**ARTICLE 18 INVOICING**

All invoices issued by the Supplier shall contain the following information:

- ✓ number of relevant purchase order;
- ✓ transport document number and date.

If invoices are enclosed with transport documents, they must be specifically highlighted.

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The trade name in the header of the invoices must be that of the Customer, as per the DEFINITIONS.

Electronic invoices: the Unique Code to specify is **A4707H7**

Should delivery fail, notification must be sent to the email address [fatture@iplom.com](mailto:fatture@iplom.com) with the following subject: "Trade name - Invoice Xxxxxx/20x - delivery failed"

## **ARTICLE 19 ADJUSTMENT OF THE SUPPLY TO CUSTOMER REQUIREMENTS**

The Customer reserves the right to request the Supplier to make adjustments or changes to the products/services ordered due to production requirements.

The Supplier undertakes to implement said adjustments/changes in compliance with the timeframes and relative economic conditions agreed with the Customer, where compatible with their technical/design capacity.

## **ARTICLE 20 RIGHT OF INSPECTION AT SUPPLIER PREMISES**

The Customer reserves the right to carry out inspections at the Supplier's premises at any time, subject to prior notice, in order to verify proper performance of the Supplier's obligations under the Purchase Order and maintenance of confidentiality, quality, safety and environmental requirements.

## **ARTICLE 21 PROHIBITION TO ADVERTISE/CONFIDENTIALITY**

The Supplier undertakes not to advertise using the Customer's name or its registered trademarks and to treat any information contained in the Purchase Order and its attachments as strictly confidential.

Any deviance from this shall be expressly authorised by the Customer.

## **ARTICLE 22 INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS**

The Supplier accepts full responsibility towards the Customer for guaranteeing that its supply is not and will not be made in violation of patents or exclusive rights, guaranteeing to the Customer the freedom and lawfulness of use and trade of said supply.

Furthermore, the Supplier undertakes to hold the Customer harmless from any claim or demand by third parties for violation of trademarks, patents, know-how or other industrial property rights.

## **ARTICLE 23 JURISDICTION AND ARBITRATION**

The Purchase Order will be governed by and construed in all respects according to Italian law, except for what is expressly provided for in these General Terms and Conditions of Contract or in the Special Terms and Conditions.

All disputes arising from the Purchase Order will be settled by arbitration under the Rules of the Arbitration Chamber of Genoa.

The Arbitration Tribunal shall be made up of a board of three arbitrators, two of whom shall be appointed by each party and the third, acting as Chairperson, by common consent of the two arbitrators already appointed or, in the absence of agreement, by the Arbitration Chamber.

The language for Arbitration shall be Italian. The location of Arbitration shall be Genoa.

## **ARTICLE 24 ADMINISTRATIVE LIABILITY - EXPRESS TERMINATION CLAUSE PURSUANT TO ITALIAN LEGISLATIVE DECREE 231/2001**

The Supplier declares that it is familiar with the contents of Italian Legislative Decree no. 231 of 8 June 2001, as amended, and commits itself to refrain from any conduct that may constitute an offence under the said Decree and undertakes to comply with the principles contained in the Customer's Code of Ethics published on the company website <https://iplom.it/en/>, which it declares to have read in full.

Failure on the part of the Supplier to comply with this obligation shall be considered by the Parties as a serious breach and grounds for termination of the contract pursuant to Article 1456 of the Italian Civil Code; it shall entitle the Supplier to terminate the contract with immediate effect and to demand full compensation for damages suffered.

No Supplier and no external professional shall be authorised to assume obligations on behalf of the Customer without the Customer's prior authorisation or commission.

## **ARTICLE 25 ADDRESS FOR SERVICE**

For the purposes of this Purchase Order, the parties declare their domicile as indicated hereunder:

- (a) for the Customer, at its registered office in Via C. Navone 3b - 16012 BUSALLA (GE)
- (b) for the Supplier, at its registered office as shown in the Chamber of Commerce certificate, or at the address for service that will be elected with notice of acceptance of the purchase order as per Article 3 above.

Approved by:

Iplom S.p.A.

Via Carlo Navone, 3B

16012 Busalla (Genoa - Italy)

***JPLOM***

**INTEGRATED MANAGEMENT SYSTEM**  
**General Terms and Conditions of Purchase**  
Rev. 2 of 19/12/2022

***JPLOM***

19/12/2022  
A Representative

Read, accepted and signed

**Supplier**

(date, stamp and signature)

Pursuant to and by effect of articles 1341 and 1342 of the Italian Civil Code, the clauses as per the articles below are approved specifically:

**1 - 2 - 3 - 4 - 5 - 6 - 8 - 14 - 15 - 16 - 17 - 19 - 20 - 21 - 23 - 24 - 25.**

Signed by:

**Supplier**

(date, stamp and signature)