

## GENERAL CONDITIONS OF PURCHASE

These General Supply Conditions are to be considered an integral part of Gammplast srl purchase orders.

### ORDER CONFIRMATION

Failure to send the Order Confirmation together with dispatch and delivery of goods entails full acceptance of all the conditions of this purchase order and all the supply conditions that the Supplier declares it is aware of, with express waiver on the behalf of the Supplier of its own purchase conditions and express acceptance of the terms and conditions described herein. An Order Confirmation is ALWAYS required within 36 hours. Late acceptance of the purchase order by the supplier takes effect at the sole discretion of Gammplast srl.

### LATE DELIVERY

Unless otherwise and expressly agreed, reported delivery dates are mandatory and binding. If such terms are not met, Gammplast srl may request, without prejudice to compensation for greater damage:

- a) to charge the Supplier a penalty for delay of 3% of the amount of the supply not delivered within terms, for every delayed week or portion thereof up to a maximum of 20% of the supply amount;
- b) to terminate the contract pursuant to art. 1453 of the Civil Code, by giving communication to the Supplier by fax or email and refuse collection of goods.

### DELIVERY AND CONTROL OF GOODS

All DDT transport documents and invoices absolutely must indicate a reference to our Purchase Order number and our item code.

Goods shall be delivered exclusively with packing methods accepted or required by Gammplast srl. Each parcel of goods must clearly display item code, item description and number of pieces, as well as the Gammplast Supplier code but without indication of Supplier name. Where requested, the product must also bear the bar code of the code.

The supply of goods or services must be fully consistent with the Purchase Order, therefore, the order will contain all the information specified above. Any variation and alteration, with respect to the conditions contained in the Order, must be formally approved by Gammplast srl. Certification of conformity to specifications and standards is always expected.

In the absence of one of the above conditions, Gammplast srl is entitled to the following:

- a) collect the goods and charge the Supplier the cost of reconditioning, labelling or repacking;
- b) refuse collection of the goods and charge the Supplier a penalty for delay of 3% of the amount of the supply not delivered within terms, for every delayed week or portion thereof up to compliant delivery;

A surplus of no greater than 4% of the number of pieces is accepted for items customised by our clients.

A surplus of no greater than 10% of the number of delivered pieces is accepted for general (i.e. non-customised) items.

For all items purchased in kg we mean net weight excluding any package and support.

In case of surplus beyond the above limits, Gammplast srl is entitled to pay for only the quantities actually ordered.

The surplus of goods shall remain available for collection for three months at the Supplier's expense. After this period, the goods shall be disposed of and charged to the Supplier.

Only the quantities of materials resulting from audits performed by Gammplast srl personnel shall be considered valid; Gammplast srl reserves the right to object to the discrepancy between quantities reported in the Transport Document and actual quantities received within a term of 60 days from the delivery date. Delivery of materials to Gammplast srl does not constitute acceptance of these materials.

## **WARRANTIES**

The Supplier warrants that the goods supplied against the Purchase Order are:

- a) in compliance with the Purchase Order and free from flaws or in any case from defects that render it unfit for the use it is intended for or significantly diminish its value (art. 1490 Italian Civil Code);
- b) free of defects in design, materials and workmanship, and corresponds to agreed technical specifications for which certification of conformity to specifications and standards is always expected;

The warranty against defects lasts 24 months from date of delivery; during the warranty period, the Supplier agrees to replace defective parts free of charge, while also bearing transport costs. Repaired and/or replaced goods shall enjoy the same warranty mentioned herein with terms starting from the date of delivery of said goods. Where due to a defect in the goods, Gammplast srl incurs costs and expenses for repair or replacement at the client's premises, the Supplier shall reimburse Gammplast srl said expenses and costs, including expenses for travel, room and board for personnel appointed by Gammplast srl. The supplier also assumes all the responsibilities related to statutory and regulatory requirements of the supplied products.

## **PAYMENT**

The terms for payment of invoices start from the date of receipt of goods, as attested by the date shown on the Gammplast srl stamp for reception of materials. The supplier approves the condition of payment specified in the order (Italian Law D.L.192/2012)

All payments due on 31/08 and 31/12 are always and automatically extended to the 15th of the following month.

## **COMPETENT COURT**

For all disputes relating to validity, interpretation and performance of the supply contract, the court of Alba shall have sole jurisdiction.

## **PRIVACY**

The Supplier acknowledges having received from Gammplast srl the privacy policy as per article 13 GDPR 2016/679 or in any case having read them on our website or at the following link: [https://www.gammplast.com/purchasing\\_terms/](https://www.gammplast.com/purchasing_terms/)