

**Art. 1 - Applicability**

These General Purchase Conditions (hereinafter "Conditions") govern all purchase orders issued by NORTECH ELETTRONICA Srl, with registered office in Molinella (BO), via Olof Palme, n. 13-15, VAT/FC 03063151207 (from now on also only "Nortech" or "Purchaser" for brevity), where not expressly waived by any special agreements contained in the orders themselves; in all cases, any changes to these Conditions featured in any supplier document will not be valid unless expressly accepted in writing by NORTECH ELETTRONICA S.r.l.

**Art.2 - Definitions of terms**

The terms included in these Conditions will have the meaning described below:

- a) "Purchaser": NORTECH ELETTRONICA S.r.l.;
- b) "Supplier": the subject providing the materials or services requested by the Buyer through the Purchase Order;
- c) "Material": any goods subject to a Purchase Order;
- d) "Services": any service, provision, supply or work subject to the Purchase Order;
- e) "Purchase Order": written document containing the proposal to purchase materials or services made by the Buyer to the Supplier;
- f) "Confidential Information" will be understood as all confidential information that will exist between the Buyer and the Supplier, concerning the purpose of the Purchase Order;
- g) "Intellectual property" will be understood as all rights on intellectual property and industrial inventions, without limitation whatsoever, such as the following for the sake of simplification: drawings, molds, films, equipment and specifications made by the Purchaser or by third parties appointed by them, sample pieces and any software elements delivered to the Supplier by the Purchaser. h) "Party" or "Parties": individually and jointly the Supplier and/or the Purchaser.

Each title used in these Conditions is for convenience only and will in no way influence the structure or interpretation of the document.

**Art.3 - Issuing the Purchase Order and order of precedence of the documents**

The entire contract concerning supply of materials and/or services is composed of the following documents, with order of precedence indicated as follows:

- a) Purchase Order in which the Buyer's special conditions will eventually be expressed in order to regulate particular, specific, and operational aspects of the relationship with the Supplier;
- b) if present: Construction Notes, Technical Specifications or Supply Specifications with which the purpose of supplying the materials and/or services requested by the Purchaser to the Supplier will be described and/or illustrated;
- c) General Purchase Conditions, in their latest revision unless otherwise specified, will govern all Purchase Orders issued to the Supplier and will be specifically considered as integral part of the same Purchase Order. Thus, the clauses of the Purchase Order shall prevail over any other document indicated in points b), and c) of this article, while the documents indicated in point b) prevail over these General Purchase Conditions.

In the absence of a Purchase Order, the Buyer will not be bound by any obligation towards the Supplier. Acceptance of the Purchase Order and of these Conditions by the Supplier, including any attachments, determines the establishment of a contractual relationship governed solely by the documents listed above. The invalidity, in whole or in part, of any of the articles of these Conditions will not extend to the remaining part of this article and/or of the Conditions themselves. Any article or part of it considered invalid, will be replaced by a new article, or part of it, of similar content, implementing the necessary amendments for ensuring its validity.

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**Art. 4 - Acceptance of the Purchase Order and conclusion of the contract**

Within the maximum term of 5 (five) working days from receipt of the Purchase Order, the Supplier must return to the Buyer, by fax or e-mail, a copy of the same. Otherwise, the Order will be considered as not accepted and no obligation will arise for the Parties.

The Purchaser reserves the right to cancel/modify the Purchase Order at any time, prior to receipt of written acceptance from the Supplier.

If the Supplier executes the Order without sending prior acceptance, he must in any case notify the Buyer within the maximum term of 5 (five) working days from receipt of the Purchase Order. In the absence of this notice, the contract cannot be considered concluded even for conclusive facts, and the Supplier will be liable to pay damages.

**Art. 5 - Right of withdrawal or changes to the Purchase Order**

Given the technological dependence situation in which Nortech Elettronica operates, the Supplier expressly acknowledges to the Purchaser, in the face of changes to the project and/or production programs, the right to withdraw from the Purchase Order or to modify its contents up to 30 days before expected delivery, and upon e-mail communication to the Supplier.

In case of amendments to the Order's contents, the Supplier must promptly communicate in writing to the Purchaser the progress of all activities carried out up to that moment, and all materials used for the delivery of the Purchase Order, for the purpose of agreeing on modalities for implementing such changes.

In the event of withdrawal, the Purchaser undertakes to pay the agreed price to the Supplier for the materials and processes covered by the Purchase Order which were already regularly and correctly carried out up to the withdrawal date, without any further compensation or payment being issued to the Supplier.

**Art. 6 - Supply Requirements**

The Supplier must ensure that all materials and services covered by the Purchase Order comply with the requirements specified therein.

Each supply will be subjected to an Acceptance Quality Control, for verifying that all requirements of the Purchase Order are respected. The Supplier declares to be aware that the supply must comply with every requirement indicated in the relevant purchase technical specifications, and accordingly resolves to implement all configuration management systems required therein.

The Acceptance Quality Control will take place according to the timescales and methods provided for in the following art. 9.

**Art. 6- bis - Audit Right**

The Supplier agrees to be visited at any time, upon communication, by personnel of the Purchaser or its customers for verifications of suitability for control system, processing, testing and documentation and relative registration, concerning the supply constituting the order.

Upon the Audit's outcome, the Supplier resolves to implement any actions indicated by the Buyer relating to legal obligations, within 30 days of the relevant written communication.

**Art. 7 - Subcontracting/Sub-supplying**

The subcontracting and sub-supplying of the activities covered by the Purchase Order are only allowed with prior written authorization from the Buyer.

**Art. 8 - Terms of Delivery and Transfer of Ownership**

The delivery terms indicated in the Purchase Order are to be considered binding and essential, and no delay will be allowed, unless prior written approval by the Buyer. In case of non-compliance with this term, the Buyer will have the right to consider his contract terminated.

The delivery terms relating to Purchase Orders to Suppliers will be defined and interpreted in accordance with the most recent edition of the "INCOTERMS". Unless otherwise specified, delivery must take place DDP.

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The delivery date indicated in the Purchase Order must be understood as the date on which the material and the relative shipping documents will arrive at the destination indicated in the Purchase Order itself (factory, warehouse, or in any other place specified in the 'Purchase order). If the destination is not indicated, the goods are intended to be delivered to the Purchaser's office.

We do not accept deliveries in the last 3 working days of the month, unless authorized in writing

**Art. 9 - Acceptance of materials and/or services by the Buyer and guarantee of proper operation**

The materials and/or services will be considered accepted by the Buyer unless otherwise communicated to the Supplier within 10 working days of receipt of the materials and/or services.

In the event of failure to pass the acceptance checks, the Supplier must immediately, within and no later than 10 working days, proceed with the collection and replacement, at his own expense, of all materials.

If within 10 working days the Supplier does not collect or replace the materials, the Purchaser can resolve the Purchase Order and request compensation for damages suffered.

In case of failure to pass the acceptance checks, and as long as the Supplier has not collected and replaced the concerned material, the Supplier will not be entitled to issue any invoice pursuant to the following art. 15.

In any case, once the delivery can be considered accepted, the Supplier guarantees the proper functioning of all delivered materials to the Buyer for a period suitable for their use, as can be deduced from the relative technical documentation; in addition, the Supplier declares that the same materials comply with the requirements of previous art. 6.

**Art. 10 - Surpluses**

The Purchaser will not have any responsibility for the materials and/or services provided in quantities greater than those requested by the Supplier, compared to what indicated in the Purchase Order. The Purchaser reserves the right to purchase them, in whole or in part, at the price agreed for the materials and/or services covered by the Purchase Order, or alternatively, to return them to the Supplier which shall provide, at his own cost and expense, to their collection no later than fifteen working days from the Buyer's request. Once this term has passed in vain, all uncollected materials will be transported to an external warehouse, with all relative costs being borne by the Supplier.

**Art. 11 - Packaging**

Unless otherwise specified in the Purchase Order, suitable packaging is considered included in the price, in relation to the nature of the material itself.

In the case of hazardous materials, the Supplier must guarantee packaging with features such as to comply with current regulations.

In the case of ESDS, MSD and PCB material, the appropriate packages are those defined by the reference IPC/JEDEC standards, at the latest issued revision.

**Art. 12 - Documentation**

The material and/or services provided in accordance with the Purchase Order must be complete with any declarations required in the Construction Notes, in the Purchase Order or in any other document produced and delivered by the Buyer to the Supplier.

**Art. 13 - Prices**

The purchase order prices are fixed and invariable. For this reason, the Supplier, while assuming the relative risk, expressly renounces to the use of remedies provided by art. 1467 and 1664 c.c.

The prices of the Supplier's materials and/or services must be indicated in each Purchase Order or in any other document specifically indicated in the Purchase Order.

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**Art.14 - Penalty for delayed delivery**

In the event that the delivery terms indicated in the Purchase Order are not respected by the Supplier, without prejudice to causes of force majeure, the Purchaser, at its unquestionable judgment, may apply a penalty for delayed delivery equal to 1% of the Total amount of the Purchase Order, for each week of delay up to a maximum of 10% of the Purchase Order's total amount, whatever the amount of undelivered not provided/performed materials and/or services, without prejudice to the right, at any time, to compensation for greater damage suffered by the Buyer.

**Art. 15 - Invoicing and Payments**

Without prejudice to different payment terms indicated in the Purchase Order, after the deadline for acceptance provided for by art. 9, the Supplier can issue related invoice.

Each invoice, in addition to what is required by current tax legislation, must include the following information:

- a) Purchase Order Number;
- b) Purchase Order entry number;
- c) Article code and description of material and/or services;
- d) Quantity sent or delivered;
- e) Transport Document Number;
- f) Destination of the material;
- g) Information required for issuing the electronic invoice, if applicable.

The invoice will be subject to the tax legislation in force at the time of its issue.

If the documentation sent by the Supplier proves to be incomplete or does not comply with the instructions set out in these Conditions or the Purchase Order, payment of invoices will start from the receipt of all proper documentation. No extras, even if invoiced, are due to the Supplier except with the express authorization of the Buyer or modification of the Purchase Order.

Unless otherwise provided by law or unless otherwise agreed by the Parties, the payment terms will be 120 days from the invoice date at the end of the month.

Payments will be made by order of the Buyer by bank transfer. It is understood that payments will be made in accordance with the methods expressed in the Purchase Order.

In any case, the issue due to any reason of routes by the Supplier is excluded, and even if issued, they will not be withdrawn by the Buyer.

All bad payments:

- from August 31 to September 10, they will be postponed to September 20
- from December 31 to January 10, they will be postponed to January 20

Payments will start from the month in which the material will be physically available at our Warehouses

**Art. 16 - Warranty**

The Supplier guarantees that all materials and/or services in relation to the Purchase Order, supplied on its own or by a sub-supplier/sub-contractor, are free from defects and non-conformities, as well as conforming to standards, drawings, construction notes and technical specifications, documentation and in any case to each indication of the Purchaser.

Unless otherwise specified in the Purchase Order or in the Supply specifications, the warranty period is of 24 (twenty four) months from the delivery date.

The new materials supplied for the replacement of damaged ones will have the same guarantee terms as the original ones, which will start from the delivery date of the same.

Discrepancies and defects must be reported by written communication from the Purchaser to the Supplier, under penalty of forfeiture, within (90) ninety days from the date of discovery, or from the date on which the Purchaser received news from his Customer/Client of the existence of the discrepancy or vice.

In the face of the aforementioned complaint, the Supplier is required to intervene immediately and eliminate, at his own expense and in the least technically possible time, the lack of conformity and the defects and/or discrepancies found, operating all interventions and replacements required.

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If the Supplier does not intervene immediately after the notification or is unable - even at the Purchaser's discretion - to carry out the related repairs/replacements in the technically shortest possible time and in any case no later than 10 (ten) days from the notification, the The Purchaser will have the right to entrust to third parties the works necessary for the repair and/or replacement of the materials, charging the relative costs to the Supplier, in addition to the greater damage.

The Supplier will also be responsible for damage caused by materials to people or things, attributable to defects in construction and / or functioning of the materials themselves. Therefore, the Supplier undertakes to indemnify and hold harmless the Purchaser of any economic damage which may arise in relation to the materials and/or services provided by the Supplier.

**Art. 17 - Indemnity and Insurance**

The Supplier shall take all necessary precautions to prevent the occurrence of personal injury and damage to property caused by execution of the Purchase Order.

**Art. 18 - Confidentiality**

The Parties undertake to maintain maximum confidentiality on confidential information (such as, by way of example and not limited to, drawings, prospectuses, documentation, formulas and correspondence) of a technical and/or commercial nature, which they may become aware of during the execution of each supply relationship governed by these Conditions. In particular, the Supplier undertakes, directly or indirectly through its employees and/or collaborators or any third parties, that it may use on this occasion, subject to the Purchaser's authorization, where necessary also pursuant to and for the purposes of art. 1381 c.c., for the entire duration of the related supply relationship and also after its termination (due to whatever reason):

- (i) not to spread, communicate or otherwise disclose the information of which the Purchaser informs him, unless written authorization by the Purchaser, and in any case
- (ii) to use this information only to the extent that such eventuality is strictly necessary for the exact execution of the supply contract.

The violation of this commitment will allow the Purchaser to immediately inhibit access by the Supplier's staff to its offices, with the Purchaser's right to terminate the contractual relationship, without prejudice in any case to compensation for any damages arising.

In all cases, the Supplier acknowledges, the full intellectual property of the Purchaser, in relation to the technical and/or commercial information and all the documentation that the Purchaser has submitted or transmitted to him for the purpose of executing each supply relationship governed by the these Conditions. Indeed, this supply relationship does not give rise to any intellectual property right, nor any license to its use, on the aforementioned information/documentation, except to the extent strictly necessary for providing the supplies. In light of the foregoing, it undertakes, following termination of the aforementioned relationship (for whatever reason it may be due):

- (i) to immediately return the aforementioned technical documentation to the Purchaser and
- (ii) not to disclose this information to third parties, until the latter becomes publicly known for reasons not attributable to the Supplier.

The Supplier will in any case be liable for damages which may arise to the Purchaser from failure to comply with the above obligation.

The Purchaser reserves the right to have the Supplier sign a specific confidentiality contract, in which the above obligation is more specifically detailed.

**Art. 19 - Intellectual Property**

Unless otherwise specified in the Purchase Order, Intellectual Property on what was developed by the Supplier as part of the execution of the Purchase Order will be exclusively of the Buyer, without further compensation for the Supplier; in the case of a patent, the Supplier resolves to do the necessary to ensure that the Purchaser can legitimately proceed to register it, directly to his name.

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**Art. 20 - Transfer of the Purchase Order**

The Supplier cannot pass or in any case transfer rights and/or obligations deriving from the Purchase Order without prior written consent of the Buyer.

**Art. 21 - Credit transfer**

The assignment of credit by the Supplier or other forms of delegation of payment are not allowed without prior written consent of the Purchaser.

**Art. 22 - Compliance with the Law**

The Supplier declares to comply with any environmental, health, work and safety and social responsibility regulations contained in laws and other acts having force of law, regulations, directives, circulars and any other administrative act of the State, Regions and other bodies and administrative bodies as directives, regulations and ordinances issued by the European Community. The Supplier also undertakes to comply with the requirements contained within the Buyer's internal procedures, with regard to environment and safety. Compliance by the Supplier with the above regulations must take place at the expense and care of the Supplier himself and under his responsibility.

The Purchaser reserves the right to carry out visits, checks and anything else necessary to verify fulfillment of the above.

In the case of supply of parts or materials, the Supplier declares, guarantees and certifies that such goods, or those used during the activities indicated in the Purchase Order, comply with all applicable EC Directives and that each chemical contained in the materials supplied or used during the activities indicated in the Purchase Order is present in the inventory of substances registered under REACH regulation.

**Art. 23 - Personal data protection**

The Parties resolve to observe, each for its aspects of competence, all current provisions on personal data with reference to EU Regulation 2016/679 and subsequent amendments and additions.

All personal data collected by the Parties, in their respective capacity as Data Controller, will be processed only for purposes strictly connected to the execution of this contract. The complete information of Nortech Elettronica S.r.l., which are declared as having been read and understood with the signing of these General Sale Conditions, can be viewed at any time by accessing the [www.nortechelettronica.it](http://www.nortechelettronica.it) website.

**Art. 24 - Tax and Currency Charges**

Any irregularities implemented by the Supplier in relation to obligations established by current tax and currency legislation, which involve the direct and joint application of pecuniary penalties, charges, fines or sanctions of any kind between the Buyer and the Supplier will be the sole responsibility of the latter, with the right to immediate recourse by the Buyer.

**Art. 25 - Applicable law**

These Conditions and the Purchase Order will be governed, executed and interpreted in accordance with Italian law also towards foreign Suppliers.

**Art. 26 - Jurisdiction**

Jurisdiction for any and all disputes arising from the execution, interpretation, resolution of these General Conditions of Purchase and the Purchase Order, which should not be resolved amicably between the Parties, will be exclusively that of Bologna.

**Art. 27 - Express Termination Clause**

In all cases, the following constitutes a cause for automatic termination of this contract, pursuant to art. 1456 of the Italian Civil Code, exercisable by the Purchaser:

- failure to comply with the delivery terms pursuant to art. 8 of these Conditions;

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- failure to communicate sub-suppliers and/or sub-contractors;
- failure to transpose the Buyer's indications formulated pursuant to art. 6-bis of these Conditions;
- failure to comply with the material packaging requirements;
- failure to comply with the regulations indicated in art. 22 of the Conditions.

**Art. 28 - General provisions**

These Conditions represent the entire agreement between the Parties, and no modification thereof, will be binding between the Parties, unless it has been expressly agreed in writing. Any declaration (written or oral), guarantee, commercial custom, which is not contained or mentioned in these Conditions or in the Purchase Order, will not be binding on the Parties.

The Parties expressly agree that the remedies to protect the Buyer indicated in articles 8 (Terms of delivery and Transfer of ownership), 9 (Acceptance of materials and/or services by the Buyer) and 14 (Penalty for delayed delivery), are independent, so the action of one does not imply waiving the other.

Each of the Parties declares that they have not relied on or have not been influenced by statements made by the other Party which are not contained in these Conditions.

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