



**GENERAL TERMS AND CONDITIONS OF PURCHASE**  
**EUROSWITCH S.R.L.**

**1) Nature, validity and effectiveness of the general terms and conditions**

1.1 These general terms and conditions govern the purchase of products by **Euroswitch S.r.l.**, 15 Via Provinciale, 25057 Sale Marasino (BS), VAT number 01030200172 (referred to herein as Euroswitch).

All contracts covering the purchase of products by Euroswitch from third parties (Suppliers) are governed by these General Terms and Conditions of Purchase, which form an integral and essential part of any inquiry or product purchase order, regardless of whether specific reference is made to them.

1.2 Any derogations, modifications to or departures from these General Terms and Conditions of Purchase by the Supplier must be specifically authorised in writing by Euroswitch.

1.3 The Supplier cannot invoke or refer to terms and conditions other than those contained herein and/or in the purchase order. Therefore, conditions specified by the Supplier attached to or written on the order confirmation will be deemed null and void. The Supplier shall remain bound by these General Terms and Conditions of Purchase regardless of whether the Supplier's order confirmation is subject to conditions in conflict with those set out herein or they have been explicitly rejected by Euroswitch.

**2) Quotations**

All quotations shall be submitted by the Supplier in writing at no charge for Euroswitch. All costs incurred for drawing up the offer (e.g. trips and drawings) shall be paid by the Supplier. Quotations shall contain full details allowing immediate identification of the contents, including Euroswitch's inquiry number (if provided) and the name of the employee handling it.

All the documents, materials and other items supplied by Euroswitch (e.g. drawings, sketches, calculations, samples, models and data recording means) are and will continue to remain its exclusive property and shall not be placed at the disposal of third parties without Euroswitch's prior written approval, nor shall they be used by the Supplier for purposes other than those for which they were supplied. The Supplier shall return all documents and materials immediately on termination of the contract or on Euroswitch's request.

**3) Purchase orders and confirmations**

3.1 Purchase orders issued by Euroswitch are governed by these General Terms and Conditions of Purchase and contain the order number and date, a description of the product, the quantity required, the price, the date and place of delivery, the conditions of payment, and the transport and packaging costs.

3.2 Euroswitch's purchase orders must be confirmed by the Supplier by e-mail to [uff.acquisti@euroswitch.it](mailto:uff.acquisti@euroswitch.it) or by fax to (+39) 030 9824202.

3.3 By confirming the order, the Supplier waives its own general and special conditions of sale, even if attached to the quotation and/or the order confirmation or contained in brochures, catalogues, websites, drawings, invoices or the like, only these General Terms and Conditions of Purchase being applicable and binding on the parties.

**4) Delivery and execution**

4.1 The methods for delivering products ordered by Euroswitch are specified on the purchase order.

4.2 The product delivery times and dates specified on the purchase order and acknowledged by the Supplier are essential and binding, and hence cannot be modified. The Supplier agrees to inform Euroswitch immediately in writing if it becomes aware that it is unable to comply with the delivery terms for part or all of the order.

4.3 If the Supplier delivers products with a delay of more than 5 working days, regardless of the reason, Euroswitch is entitled not to accept the goods, terminate the contract at no charge to it and demand compensation from the Supplier at a standard rate of 10% of the value of the goods for each week of delay, reserving the right to claim for further damage suffered.

4.4 Product consignments by the Supplier must be limited to the quantity ordered. Excess quantities will not be accepted unless authorised. The Supplier shall collect rejected products at its own expense.

**5) Prices and payment**

5.1 Prices are considered firm and shall not be revised or increased by the Supplier.

5.2 Invoices will be paid as and when agreed by the parties and specified on the purchase order confirmed by the Supplier.

**6) Warranty and liability**

6.1 All products delivered by the Supplier shall be covered by a performance warranty for at least 24 (twenty-four) months as from the date of delivery, except for longer warranty periods provided by law.

6.2 The Supplier warrants that all products delivered are free from flaws and defects and comply with the applicable legal and statutory requirements, as well as the agreed technical specifications in terms of capacity and utility.



**6.3** Product defect claims by Euroswitch will be deemed as duly reported if received by the Supplier within two weeks of receipt of the goods, for apparent defects, or of the date on which Euroswitch becomes aware of the defect, for hidden ones. If any products are found to be faulty, Euroswitch is entitled to demand that the Supplier repair them or alternatively replace them with non-defective products. In either case, the Supplier shall sustain all repair or replacement costs.

**6.4** The Supplier is the sole party liable for damages and costs sustained for any claims raised by any party against Euroswitch in connection with product liability (including, for instance, the cost of withdrawing products from the market), delay in delivering the products (including, for example, halts in production, the inability to supply customers or contract penalties) or any damage, defect or malfunction that can cause or has caused damage to third parties. The Supplier shall indemnify and hold Euroswitch harmless for and against any monetary claims received.

In this regard, the Supplier agrees to take out a liability insurance policy for a suitable sum, notwithstanding Euroswitch's right to claim further damages.

#### **7) Confidentiality**

All documents (e.g. sketches, drawings, samples, models and computer data and programmes) that Euroswitch consigns to the Supplier are and will continue to remain the sole property of Euroswitch and shall be treated by the Supplier as strictly confidential and returned on demand.

Documents may only be used by the Supplier in connection with its work for Euroswitch. Information disclosed for executing orders, especially when connected with research and development and commercial activities, shall be treated by the Supplier as confidential both during and after execution of the order.

Any components or prototypes provided by Euroswitch are and shall remain the exclusive property of Euroswitch, and shall be handled by the Supplier on Euroswitch's behalf.

Any tools, equipment and dies paid for partly or entirely by Euroswitch and used to make the products are or become the sole property of Euroswitch and will be considered as on loan to the Supplier, which is responsible for storing, using and maintaining them properly, and shall, on request, return them intact and in perfect working order.

#### **8) Jurisdiction**

These General Terms and Conditions of Purchase are governed by Italian law. The Court of Brescia has sole jurisdiction in the event of disputes between the parties.