



**FAMAR S.r.l.**

**Sede legale e Stabilimento:** 10051 Avigliana (TO)

Viale Mareschi, 50 – Tel. 011. 936 71 86 r.a. – Fax 011.936 73 34

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Cod. Fiscale e Reg. Imprese TO 05173840017 - Cap. Soc. Euro 1.300.000 i.v.

R.E.A. n° 691463 C.C.I.A.A. Torino - P.IVA IT051173840017

Società soggetta all'attività di direzione e coordinamento della M.T. Spa

Cod. Fiscale e Reg. Imprese TO 01064260019.

## GENERAL CONDITIONS OF PURCHASE (GCP) OF FAMAR S.R.L. – REV01 20/09/2022

**Definitions reported in these general conditions of purchase:** The Buyer is FAMAR S.R.L. - Viale dei Mareschi, 50 - 10051 Avigliana (To) - Italy. The Supplier is the Company to which the purchase order is assigned. The Supply is any type of supply of materials, goods or services that are the subject of the purchase order. The GCP are the clauses reported in this document. The special conditions are the clauses reported on the FAMAR S.R.L. purchase order. The specifications and technical specifications (to be requested from our purchasing department if not in your possession) are the documents that define the technical & operational requirements of the supply.

**Art. 1 - General prescriptions.** The GCP form an integral part of the purchase order and are applied as essential clauses of the same. Only the special conditions indicated in the individual purchase orders are prevalent with respect to the GCP and may constitute an exception to the same. The GCP and any special conditions may not be modified or added to unless there is a written agreement between FAMAR S.R.L. and the supplier. The GCP shall apply to all purchase orders sent by FAMAR S.R.L. to the supplier.

**Art. 2 - Acceptance of the General Conditions of Purchase and Purchase Order.** The supplier shall formalize the acceptance of the purchase order by returning the purchase order copy duly stamped and signed for acceptance within 5 days of receipt. If the supplier has not returned the duly signed purchase order within five (5) days of its receipt, FAMAR S.R.L. reserves the right to cancel the purchase order at any time.

Initial execution of the purchase order by the supplier constitutes complete acceptance of the purchase order, including the reference documents (GCP, technical specification, specifications, etc.). The GCP shall be deemed tacitly accepted unless otherwise communicated to FAMAR S.R.L. within 5 days of receipt of the purchase order.

**Art. 3 - Complete agreement.** The purchase order, GCP, special conditions and attachments represent the complete agreement between the parties and exceed any previous agreement on the object of the supply. Acceptance of the purchase order and its attachments by the supplier automatically cancels the supplier's general conditions of sale.

**Art. 4 - Delivery terms.** The supplier undertakes to strictly adhere to the delivery terms indicated on the purchase order, which are to be considered essential and accepted.

**Art. 5 - Prohibition to transfer the purchase order.** The supplier shall not be entitled to assign the purchase order to third parties without the prior written authorisation of FAMAR S.R.L. This shall be without prejudice to the assignability of the credit deriving from the purchase order to the supplier and the partial subcontracting of the same. In the case of partial subcontracting, the supplier Famar shall always remain fully responsible for the supply.

**Art. 6 - Force Majeure.** In the presence of an event of Force Majeure (such as, for example, earthquakes, fires, epidemics, etc.) that may compromise the agreed delivery dates, the supplier shall immediately inform FAMAR S.R.L. in writing, specifying the extent of the consequent estimated or actual delay. The supplier must in any case take all those actions aimed at reducing the delay and recovering lost time. Any new delivery date shall be agreed between FAMAR S.R.L. and the supplier in relation to the impediment of Force Majeure. Should the Force Majeure cause a delay in delivery exceeding 30 (thirty) days FAMAR S.R.L. reserves the right to terminate the purchase order at any time by sending a registered letter or e-mail to the supplier.



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**Art. 7 - Specifications.** All the parts included in the purchase order must faithfully comply with the FAMAR S.R.L. mechanical machining specifications, which you will receive from us or which you will have to request from the purchase office, as well as with the specifications of the FINAL customer to whom the FAMAR S.R.L. supply is destined.

As per the specifications (Paragraph 3.3 page 5), parts with sharp edges will not be accepted unless specifically requested by our drawing: they must all be chamfered and deburred in a workmanlike manner. If the above information is not already in your possession, you are obliged to request it from the purchasing office, otherwise we shall consider that you have obtained and are following the specifications of the final customer.

**Art. 8 - Deliveries and packaging.** Deliveries of the materials must be accompanied by the prescribed shipping documents on which the following indications must be written: -date, -purchase order, -purchase order, -material code, -description of the product/service, -quantity, -gross and net weight of the packages, -shipping method. The supplier must provide adequate packaging of the supply as specified in the purchase order or, if not specified, according to the best techniques generally applied in the trade, remaining in any case responsible for all damages suffered by the supply as a result of unsuitable packaging. The goods are always intended as delivered ex works FAMAR S.R.L. (Avigliana -TO-) unless otherwise specified in the purchase order.

If the quantities delivered are higher than the purchase order, the purchasing office will be entitled to accept or not the excess quantity. Any returned goods delivered in excess and not accepted shall be handled at the supplier's complete care and expense.

**Art. 9 - Penalties for late delivery.** In the presence of delays in the supply subject of the purchase order, FAMAR S.R.L. reserves the right to apply to the supplier and without prejudice to any right of termination and compensation for any damages suffered, a penalty of 1% of the value of the amount, indicated on the purchase order, of the supply not delivered within the contractually established term, for each week of delay. The total amount of the penalty shall be 10% of the value of the purchase order of the supply. At the end of the 10 weeks of delay, FAMAR S.R.L. reserves the right to terminate the purchase order by sending a registered letter or e-mail to the supplier, at any time and without any obligation or cost whatsoever arising.

FAMAR S.R.L. reserves the right to charge the supplier for any damage caused by late delivery.

**Art. 10 - Prices.** In the absence of clauses expressly provided for in the purchase order, prices are fixed and not revisable.

**Art. 11 - Invoices.** The date of the invoices shall be used to calculate the starting date of the agreed payment terms. The normal terms of payment of FAMAR S.R.L. include in any case the "end of month" condition. In case of material delivered in advance with respect to the terms provided for in the order, the payment terms shall start from the delivery date provided for in the order itself. The goods returned to our supplier must give rise to a credit note in favour of FAMAR S.R.L. which must be received within the month following that in which the return of the goods occurred. Otherwise we shall consider ourselves authorised to issue a debit note to be paid by the supplier.

In the event of non-compliance with the GCP or non-conformity detected or repeated, FAMAR S.R.L. reserves the right to retain the sums due to the supplier for any reason, to protect the compensation for damages and pending resolution of the dispute.

**Art. 12 - Supply control.** Acceptance of the supply is subject to verification of conformity with the quantity and quality conditions required in the FAMAR S.R.L. purchase order.



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Any requests for derogation must be forwarded to the technical office / quality control by informing the Purchasing Office in writing of the problems that have occurred. Quantities - anomalies - causes - corrective actions to solve the problem must be indicated. No delivery can be made without a written reply from our quality control department.

Upon delivery of the goods in order FAMAR S.R.L. will carry out the appropriate quantitative and qualitative controls. If the product/service does not correspond to what is contractually foreseen, it will be refused and made available to the supplier for possible replacement at his own care and expense with another that complies with the prescriptions contained in the purchase order.

In any case the goods are accepted pending, subject to further quality control which will only take place during the production of the goods themselves. The Supplier shall be charged for any costs that FAMAR S.R.L. may incur for the conformity of the goods, should the Supplier fail to do so as a result of a complaint made during testing, or, more generally, as a result of testing with a negative result of the goods themselves.

FAMAR S.R.L. reserves the right, however, to charge any damages resulting from the non-compliant supply.

**Art. 13 - Documentation.** The documentation shall be provided in Italian and also in the language of the end customer (or end user) to whom the FAMAR S.R.L. supply is destined. If there are end-customer specifications, the documentation must comply with these specifications.

If the above information is not already in your possession, you are obliged to request it from the purchasing department; otherwise, we will assume that you have obtained and are following the specifications of the end customer.

This documentation is an integral part of the order and its absence renders the supply incomplete, with the associated consequences for final acceptance and related payments.

**Art. 14 - Warranty.** The supplier guarantees that the supply is free from defects which render it unsuitable for the use for which it is intended or which appreciably reduce its value, whether apparent or hidden. The supplier shall be liable for damage directly caused to property or persons and directly attributable to a defective part or parts of its supply. The supplier is obliged to hold FAMAR S.R.L. harmless from any claim for compensation as a result of the non- conformity and unreliability of its supply, compensating FAMAR S.R.L. for any damage suffered.

**Art. 15 - Accidents.** The supply object of the purchase order must be guaranteed in compliance with the accident prevention regulations in force. The supplier undertakes to affix this wording on the reference invoice.

**Art. 16 - Unilateral withdrawal.** FAMAR S.R.L. reserves the right to withdraw in part or in full from the purchase order at any time even after the purchase order itself has had a principle of execution by registered mail or e-mail to be sent to the supplier with a notice of 20 (twenty) days. In this case, FAMAR S.R.L. shall pay the supplier an amount equal to the value, at contractual prices, of the service duly performed, in return for delivery of the supply until the date of withdrawal.

**Art. 17 - Resolution.** In the event of infringement or non-compliance by the supplier with one or more of the clauses contained in the purchase order, in the general conditions of purchase and in any attachments, FAMAR S.R.L. has the right to terminate the purchase order by registered letter or email sent to the supplier, in any case for FAMAR S.R.L. the right to compensation for any damage suffered. FAMAR S.R.L. may also terminate the purchase order if the following conditions occur: acquisition by a third party company of control of the supplier, insolvency, liquidation, receivership, extraordinary administration, composition with creditors, bankruptcy of the supplier.



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**Art. 18 - Inspections and checks at the supplier's premises.** FAMAR S.R.L. reserves the right, subject to prior notice, to send persons or control bodies to the supplier's plant to verify, at any time and during normal working hours, the progress of the manufacturing process, the quality of the materials used and the correct fulfilment of all the obligations assumed by the latter with the purchase order in compliance with the applicable safety and confidentiality regulations. These inspections and controls do not relieve the supplier from his contractual obligations.

**Art. 19 - Equipment, materials owned by FAMAR S.R.L.** The drawings, moulds, equipment, sample pieces, computer supports delivered by FAMAR S.R.L. to the supplier for the execution of the purchase order remain the property of FAMAR S.R.L. and must be returned to the same when the purchase order is sold out in good condition. It is expressly agreed that in some cases the same cannot be reproduced and must be used by the supplier only for the execution of the FAMAR S.R.L. purchase order.

**Art. 20 - Patented production supplies.** The supplier guarantees that the supply is not produced in contravention of patents or patent licenses and the lawfulness of use and trade both in Italy and abroad. The supplier undertakes to indemnify and hold FAMAR S.R.L. harmless from any recourse, legal action or request for compensation contested by third parties for the use and trade of the above.

**Art. 21 - Technical acceptance process.** It is necessary to send the drawings to FAMAR S.R.L. in order to obtain approval from our technical department before proceeding with the construction of the parts. Within the documentation to be delivered with the equipment, it is necessary to provide:

- Overall in PDF + CAD format
- Complete hard copy to be delivered at the same time as the delivery of the equipment to FAMAR S.R.L.
- All design drawings of the components touching the workpiece shall be supplied in PDF and CAD format (.dwg and .step)

In the absence of the documents mentioned above, the supply will be considered incomplete.

**Art. 22 - Confidentiality.** The supplier undertakes not to advertise the name of FAMAR S.R.L. All the information contained in the purchase order, any attachments thereto and any information that may be provided by FAMAR S.R.L. during the supply shall be considered strictly confidential and confidential. It is strictly forbidden for the supplier to have direct relations with the end customer of FAMAR S.R.L.

**Art. 23 - Jurisdiction and Arbitration.** The purchase order will be regulated and interpreted from every point of view by Italian law except for what is expressly provided for in these GCP or in the special conditions. The Court of Turin shall have exclusive jurisdiction for any disputes.

**Art. 24 - Privacy Policy (Art. 13 D.Lgs. 196/03).** FAMAR S.R.L. informs that the Supplier's personal data will be processed by manual, computerised and telematic means, for purposes strictly connected and instrumental to the execution of the purchase order. The provision of data is optional, but necessary for the stipulation and execution of the contractual relationship and failure to provide the data will make it impossible to establish relations with our company.

The data may be communicated to companies for the performance of economic activities (banks) or to comply with the law (accounting firms, lawyers). The data will not be disclosed.

**Art. 25 - Declaration pursuant to Legislative Decree 231/2001.** The Supplier acknowledges that FAMAR S.R.L. has adopted an Organisation, Management and Control Model in application of Legislative Decree 231/2001 and subsequent amendments and additions (the "Model 231"), which it declares to have read. The Supplier undertakes, as far as necessary, to carry out its activity in compliance with the principles indicated in the "Model 231" and, in general, in compliance with the laws in force and the general



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principles of correctness and transparency, committing itself to adopt rules suitable for the prevention of the crimes provided for by Legislative Decree 231/2001. In the event of violation of the obligations referred to in this article by the Supplier, FAMAR S.R.L. reserves the right to withdraw from the purchase order, without prejudice to any claim for compensation if concrete damage is caused as a result of such behaviour, as in the case of application to the same by the judge of the measures provided for by Legislative Decree 231/2001.

**Art. 26 – Spare parts.** The Supplier guarantees the Purchaser, for a period of ten (10) years from the supply, the supply of spare parts and assistance in relation to the original purchase order.