

The following General Purchasing Terms and Conditions are the only terms and conditions regulating orders issued by Tecnologie Industriali & Aeronautiche SpA (hereinafter referred to as "TI&A"), except in cases where TI&A chooses to deviate from these in writing or by means of specific agreements and contracts between the Parties. Supply Specifications, where referred to, form an integral part of these Terms and Conditions.

1. The Supplier shall return a duly signed copy of the order in acceptance within 7 (seven) days of receiving, either by fax or mail. The Order shall, in any case, be deemed to have been accepted if the Supplier fails to return it within said deadline.
2. The dates, places and terms of delivery and/or supply indicated in the order are binding for the Supplier. If the agreed terms and conditions are not respected, TI&A can caution the Supplier to fulfill the terms of the agreement and, in the case of serious and repeated breach of contract, TI&A may cancel the agreement, while reserving the right to claim damages. In the case of late delivery, TI&A may apply a 3% penalty for each week of late delivery after a period of grace (one week) and up to a maximum of 10% the total value of the order. Any early deliveries (i.e. prior to the agreed date) must be agreed in advance and will be accepted only if all payments shall be effected as foreseen in the order.
3. The place of delivery is that where the goods and /or services shall be supplied in conformity with the terms and conditions of the order. Shipments shall be accompanied by the relative transport documents which must include the order number, product codes and receiver's entrance, should TI&A require a different destination. Any items arriving without the necessary wording and/or without the required documents will be returned to the sender and be the subject of a Non Conformity note.
4. All goods shall be packaged by the Supplier at its own expense and be fitting to the type of product and transport so as to guarantee the welfare and safety of operators during loading and unloading.
5. The prices indicated in the order are fixed until completion of the order. Payment shall be effected as indicated in the order provided that: a valid invoice has been issued; the supply has been accepted by the TI&A Quality Control department as indicated in point b) below; TI&A has not informed the Supplier of any suspensions as the result of a breach of contract. Payments falling on 31 August and 31 December of each year shall be definitely postponed to the 10th day of the following month.
6. The accounts receivable arising from the order may not be transferred or sold to third parties.
7. The Supplier shall treat all commercial and technical information made available by TI&A as confidential, this being subject to industrial property rights belonging to TI&A, including any results obtained while carrying out the order received from TI&A. The Supplier shall also be expected to transmit all information and data to TI&A, who shall be recognized as the rightful owner of such information and data. The Supplier undertakes to extend these obligations to its own employees and to any subcontractors it may use. All information and data contained in the order and the pertinent enclosures shall be considered as strictly confidential and may only be used for the purposes foreseen by the order and may not be disclosed to third parties.
8. The order may not be sold by the Supplier to third parties without first obtaining written approval to do so from TI&A.
9. If the order is carried out on TI&A premises, the Supplier is expected to provide all necessary measures during the production process in order to guarantee the welfare and safety of its own workers, in compliance with the laws governing occupational health and safety (Italian Legislative Decree 81/08 and subsequent updates), including information provided by TI&A regarding any risks in the workplace, accident prevention measures and procedures and any adopted emergency measures relative to its own production processes. TI&A must be informed about any subcontracts; only those subcontractors authorized by TI&A may perform the work indicated in the order and shall assume the same liabilities and obligations as the Supplier when performing said work. All the quality requirements transmitted by TI&A shall be wholly communicated to the subcontractor and complied with fully.
10. TI&A shall have the right to terminate the order, in whole or in part, in the following cases, informing the Supplier of its intention to do so in writing, with effect from the date on which the Supplier receives said notification:- non delivery of the goods and/or services within the agreed delivery terms;- non conformity of the goods and/or services with the technical/quality requirements foreseen in the order;- breach of the provisions of clauses 2, 5, 7, 8 and 10 herein;- breach of welfare, insurance, health & safety and environmental provisions leading to losses or prejudice for TI&A;- the Supplier sells its business or starts bankruptcy proceedings, enters receivership, is involved in agreements with creditors or any other winding-up proceedings. If the order is terminated, TI&A shall have the right to claim a refund for all costs, expenses and burdens it may have incurred, included therein those deriving from the procurement of the Supply from third parties; TI&A shall also have the right to obtain damages for any further losses incurred as a result of terminating the order.
11. TI&A may unilaterally withdraw from the order at any time, in whole or in part, informing the Supplier of its intention to do so in writing. Upon receipt of said notification, the Supplier shall immediately interrupt any activities on behalf of TI&A, who shall pay the Supplier an adequate sum of money to cover any costs directly incurred by the same as a result of termination. The Supplier shall accept said sum in full settlement and satisfaction of any claim it may forward as the result of termination of the order and shall make every possible effort to reduce the aforementioned direct costs. The sum paid to the Supplier by TI&A on account of unilateral termination of the order may not, under any circumstances whatsoever, exceed the agreed price that would have been paid by TI&A if the work had been completed in accordance with the order. TI&A reserves the right to demand delivery of any goods ready for dispatch and the relevant documents.
12. All business relations arising from this agreement are governed and regulated by Italian law. Any disputes arising from such relations as a result of this agreement shall be decided exclusively by the Milan Court of Law, expressly excluding any alternative law courts.
13. The Supplier guarantees that the standard of quality of the product set at the time the order was placed shall remain unchanged for the entire duration of the supply.
14. Drawings, specifications and technical documents listed in order, unless specifically indicated, it is in last applicable revision.
15. TI&A reserves the right to introduce a specific Quality Control or Acceptance Test to suit the goods and/or services foreseen in the order.
16. The Supplier shall recognize the rights of TI&A, the Customer or any military/civil Surveillance Body to access plants where the goods are manufactured or services are carried out and to view the relative documentation without this relieving the Supplier from its obligations of warranty or constituting acceptance.
17. The Supplier guarantees that the supply shall comply with the specifications indicated in the order and pertinent enclosures and that it is free of faulty materials and/or manufacturing defects, design faults and software errors, where applicable. Before making any changes, the Supplier shall inform TI&A and await TI&A's written authorization to proceed.
18. Acceptance of goods and/or services is subject to inspection and/or checks in order to ensure accuracy, suitability and the absence of flaws. TI&A shall inform the Supplier of any such problems immediately upon discovery. Any items found to be non-conforming at acceptance and/or during manufacturing shall be replaced entirely at the Supplier's own expense within the maximum term of 10 days from receipt of the goods, even if the corresponding invoice has already been paid. Failure to do so shall give TI&A the right to correct the faulty material itself or have it corrected by third parties at the Supplier's expense, reserving the right to claim further damages including losses due to production standstill.
19. The Supplier acknowledges and accepts that if the supply is not accepted if shall be considered as never having been delivered and so clause 2 shall apply in such cases.
20. Documents certifying the quality and conformity of the products shall be enclosed with all supplies (Certificates of Conformity, Chemical Analysis, technical sheets, etc.), including any expiry dates wherever this is a requirement. In the case of materials with limited shelf-life, the Supplier shall guarantee at least ¾ of their maximum shelf-life, unless otherwise requested in the technical specifications.
21. Materials supplied by "Resellers/Distributors" shall be delivered together with the appropriate Order Conformity Certificates together with a copy of the Manufacturer's Conformity Certificate.
22. Chemical substances shall be supplied with documents required by REACH and CLP regulations (European Rules 1907/2006 and 1272/2008 and subsequent amendments).
23. Should the products fail to respect the Supply Specifications (non conforming products), the Supplier shall immediately inform the TI&A Quality Control department, segregate and clearly identify the product as being NC, awaiting decisions concerning their approval and subsequent processing.
24. The Supplier declares, guarantees and certifies that its machinery and equipment conform with EU Directives concerning product safety, including and not limited to Directive 2006/42/EC and subsequent updates, and shall bear the EC quality mark (CE marking).
25. The Supplier shall guarantee the availability of spare parts for a minimum period of 10 years from the time of purchase of plant, machinery and equipments. All products shall be supplied under warranty for a minimum period of 12 (twelve) months from the date of delivery or inspection.
26. In order to guarantee the correct use and maintenance of its machinery and equipment, the Supplier shall provide the relevant instruction and maintenance handbook in the Italian language and, whenever required by TI&A, adequate training for TI&A employees on how to use these.

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<http://www.tiaeronautiche.com> – E Mail: info@tiaeronautiche.com

Direz., Uff., Stab., Sede Amministrativa: Viale Toscana , 11 – 20093 Cologno Monzese (Mi) –tel.02-273.02.550-fax 02-273.02.250
 Sede Legale: Sede Legale: Via Scipione Bobbio n. 15, sc.A – 80126 Napoli
 Società per azioni, Capitale Sociale EURO 442.000 i.v. – CF/PI 11337490152-R.E.A. n. 675546