

General terms of supply



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The General Conditions of Supply (hereinafter the "Conditions" or "GTC") apply to contractual relationships between IT Centric S.p.A. (hereinafter "ITC") and its Suppliers (hereinafter "the Supplier/s") relating to goods and services (hereinafter, with the single term, "Products"). The Conditions, together with the Order of Supply, represent the totality of agreements between ITC and the Supplier regarding a specific supply of products and replace any oral or written communication between the Parties prior to the Order.

1. Definitions

Supply Order is a complete process, and it is delivered by ITC; These Conditions and any Attachments, Product or Supply Specifications and any additional documents, provided they are referred to in the Order itself, form an integral part of the Order.

- Party or Parties are ITC and/or the Supplier.
- Products: any goods or services supplied.

2. Object and Applicability of the Conditions

2.1 The object of these Conditions is the supply of Products requested by ITC with the Order sent and formally accepted by the Supplier or following which the latter began the contractual performance by expressly expressing the desire to give effect to the contract. The Order describes Products/Services, quantities, prices, conditions of sale (invoicing, payment conditions, reference of the internal contact person and terms, methods, place and costs of delivery), obligations of the Supplier and anything else necessary to identify in each element of the Order in a unique and complete manner and to avoid any possible misinterpretation.

2.2 These Conditions apply to each supply that the Supplier is required to sign on a one-off basis and return in pdf format to the address of the Contact Person indicated in the same Order.

2.3 These Conditions replace and prevail over the Supplier's General Conditions of Sale.

2.4 In the event of a conflict between the Contract and the Supply Order, the provisions of the former will prevail.

3. Orders and their modifications

3.1 Orders, and requests for delivery or supply as well as any modifications or additions, must always be made in writing.

3.2 The estimates will have binding force for the Supplier and will not give rise to compensation of any kind, unless otherwise explicitly agreed between the parties.

4. Delivery of Products

4.1 Deliveries or supplies that differ from the specifications indicated in the Orders may be refused by ITC or will require, for their acceptance, the prior written agreement and consent of ITC.

4.2 The dates, places and delivery terms in the Order are binding for the Supplier. In this sense, the date of delivery of the Product to the place agreed in the Order will prevail.

4.3 If the Order envisages installation (installation, start-up) by the Supplier, all related indirect costs, such as travel and transport costs and installation. If you deliver the goods to places and to subjects other than those indicated by ITC, the latter may refuse to accept the supply and may request full compensation for damages.

4.4 In derogation of the provisions of the second paragraph of the art. 1510 cod. civ., the Supplier is not released from the obligation of delivery by returning the Products to the carrier or freight forwarder. The Supplier must immediately notify the Purchasing and Logistics Management if he foresees difficulties that may hinder his ability to deliver or supply the Products promptly and with the required quality. This, however, will not exempt him from the related responsibilities resulting from the delay in carrying out the service.

4.5 The unconditional acceptance of a late delivery of Products will not and cannot in any way be understood and equated as a waiver by ITC of the request for compensation for damages and this until such compensation has been paid to ITC in a complete manner and within the terms required by ITC.

4.6 Partial deliveries or supplies are normally not acceptable, unless otherwise explicitly agreed between the parties.

4.7 Unless proven otherwise, for the purposes of any complaints, the quantities, weights and dimensions detected by ITC during acceptance of the goods will prevail.

4.8 All Products for which the implementing provisions requiring their affixing have been issued must bear the CE mark. In any case, the Supplier, at the same time as carrying out the supply, must deliver to ITC all the documentation necessary and suitable for its regular use (for example the instruction and operation manuals, the installation and assembly manuals, the technical manuals, the CE certifications of conformity and the guaranteed certificates).

4.9 The Supplier is required to remove and correctly dispose of, in accordance with current legislation, packaging and any waste, including electronic waste, produced following the assignment received with the Order. The Supplier, before proceeding with the disposal, recycling, or reuse of electrical and electronic equipment, undertakes to carry out all operations aimed at guaranteeing the protection of any personal data contained therein, through their cancellation or transformation into non-compliant form. intelligible, in compliance with the provisions of Regulation (EU) no. 2016/679 for the protection of personal data.

4.10 Violation of the provisions of this article entitles ITC to the termination of the contract due to the fault of the Supplier with consequent request for compensation for damages (damage to corporate image, emerging damage and, if applicable, loss of profit).

5. Services

5.1 The Supplier must always make the Products available through its company. Any exceptions must be expressly authorized by ITC, and, in any case, the Supplier will be personally liable towards ITC for all the activities of the third party as if they had been carried out by the same. In an event, that it requests Products from third parties, the Supplier must incorporate the terms and conditions set out in this document into the relevant underlying contracts.

5.2 The characteristics of the supply requested by ITC will not exempt the Supplier from its obligation to guarantee technically and qualitatively defect-free solutions.

5.3 ITC must be informed immediately in an event that industrial or intellectual property rights of third parties are necessary for the execution of the Order, even if there is a risk of doing so. In the event of failure to communicate, the Supplier will be required to indemnify and hold ITC harmless from any request made by the legitimate owners of the infringed rights, including the legal costs necessary for any defense.

5.5 During the execution of an Order, the Supplier undertakes to respect the interests of ITC, adopting and implementing all measures entrusted to its discretion (for example the choice of materials, accessories or spare parts) only on the basis of an objective examination.

5.6 Unless otherwise provided for by the Order, the drawings, descriptions, calculations and everything carried out by the Supplier will be transferred to ITC as property at the time of their creation without any obligation of remuneration arising on the part of the latter, reason for wherein the parties hereby agree that the Supplier will not only have no rights over such Products, which will therefore become the full property of ITC, but also that the latter will not have to pay any amount to the Supplier for them, considering that the compensation for their creation had already been included in the compensation paid to the Supplier for their creation. All the documents indicated above must be delivered to ITC in original as soon as they are created and completed. The documents made available by ITC must be carefully preserved and kept in a safe place. These documents and others such as models, drawings, drafts, source code, software artifacts, datasets, databases, etc. made or procured for the purpose of executing the Order will remain the property of ITC, to which they must be returned at the latest upon completion of the order. ITC reserves all rights to the documents made available, even in an event, that a patent for an invention is granted or a utility model is registered. Any right of retention by the Supplier is excluded.

5.7 Where it has been informed of the purpose of the requested service, the Supplier will guarantee the conformity of such services to the declared purpose. Any inspections or approvals of parts of the service will not affect the Supplier's obligation to perform the services and provide guarantees for them. Acceptance will follow the approval of the complete services, not any use or payment for them.

5.8 ITC may use and exploit at its discretion, free from any rights or claims of third parties, all the results achieved in the execution of the supply, from the moment of their conception and

implementation, without any compensation for the Supplier as already widely provided in the previous point 5.6.

6. Shipping notice and invoice

For the shipping methods of the Product and for invoicing, the Supplier must refer to the details contained in the Order.

7. Price and risk passing

7.1 The amount of compensation for the Products of the Supply will be agreed separately in each Order. The agreed prices cannot be modified, unless otherwise agreed in writing, expressed on a case-by-case basis.

7.2 The compensation agreed with the Supplier is all-inclusive. The compensation will accrue and be paid, upon acceptance of the Products and/or services, in accordance with the agreed payment terms.

7.3 Unless otherwise agreed, prices are intended as "customs cleared" and include the packaging necessary to guarantee the integrity of the product. The Supplier assumes all risks of loss or damage relating to the goods until they are received by ITC, or its representative, at the agreed delivery location.

8. Complaints and warranty by the Supplier

8.1 Acceptance of the Products is subject to and subordinated to inspection and/or control by ITC, in order to verify the absence of faults and defects, the completeness and regularity of the supply.

8.2 The Products supplied by the Supplier and/or third parties are guaranteed against faults and operational defects and are therefore assisted by the warranty for defects provided for by the art. 1490 cod. civil and again from all, none excluded, in case of urgency and in particular to avoid imminent risks or prevent greater damage, ITC is authorized to carry out directly or have carried out, through third parties, any appropriate correction of the defect at the expense of the Supplier.

8.3 If it supplies Products of which it does not have full ownership, the Supplier guarantees ITC full indemnity against third party claims, as well as full guarantee for eviction and claims.

8.4 The Supplier irrevocably undertakes to indemnify and hold ITC harmless from any possible requests and demands from third parties in relation to the supplies.

8.5 The parties further agree that, in derogation of the provisions of the third paragraph of the art. 1495 cod. civ., the deadline for claims for compensation for defects is 3 years, except in cases of erroneous declaration for the purpose of fraud. The forfeiture period starts from the delivery of the product. As far as may be necessary, the parties acknowledge that the provisions contained in the art. apply to these purchase conditions. 1497 Civil code.

8.6 The Supplier will bear the costs relating to the supply of defective Products, with particular regard to the costs of transport, processing, labor, materials or costs for inspections and checks.

8.7 The parties agree that if ITC disputes the supply for any cause and reason, it may suspend the related payment until its regularity and the validity of the disputes have been judicially ascertained with a final judgment, which is why the Supplier cannot act for the recovery of the related credit and no interest of any kind will accrue on the sums not paid by ITC, not even legal ones.

8.8 ITC may offset the sums requested from the Supplier as compensation for damages with those due to it for supplies.

8.9 Any payment made for the supply will in no way prejudice ITC's right to contest it and repeat the payment as well as claim compensation from the Supplier for all damages suffered, without exception.

9. Responsibility

9.1 If ITC receives requests for compensation for the Products delivered by the Supplier, the Supplier indemnifies ITC from such requests if and to the extent that the damage is due to a defect in the product supplied by the Supplier.

9.2 In the cases referred to in paragraph 9.1, the Supplier is required to bear all costs and expenses, including the costs of any legal action.

9.3 Before any possible Product recall action due in whole or in part to a defect in the product supplied by the Supplier, ITC will notify said Supplier, offering the same the opportunity to collaborate and will discuss with the Supplier the methods of conducting the more efficient withdrawal action, unless the occurrence of particular emergencies does not allow it. The costs of the recall action are considered to be borne by the Supplier, when it is attributable to a defect in the product supplied by the Supplier itself.

10. Confidentiality and privacy

10.1 The Supplier will keep confidential, with respect to third parties, all information made available by ITC (including data that can be learned from objects, documents, or software and any other information or experience), as well as the results of the work achieved based on the Order, except what is already public knowledge. The information will be made available only at the Supplier's headquarters to those people who need it for the purposes of supplies to be made to ITC. These people must undertake to maintain confidentiality. The information is the exclusive property of ITC and may not be duplicated or used. The goods, tools, source code, software artifacts, datasets, databases (the list is not exhaustive) provided for use by ITC to the Supplier must be immediately returned or demonstrably destroyed. All rights in such information are reserved by ITC (including industrial and intellectual property rights). This reservation will also apply to information provided by third parties.

10.2 Failure to comply with the obligations referred in this article will give ITC the right to consider the contract terminated and to demand a penalty equal to 40% of the value of the supply without prejudice to greater damage.