



## GENERAL PURCHASE CONDITIONS

### 1. Scope of application

1.1. These general conditions apply to all purchase contracts concluded by the company Candia Technology srl (for the brevity of now before Candia) with its suppliers. Unequal and / or additional conditions with respect to those that follow, even if not expressly rejected by Candia, will be effective only if expressly accepted in writing by the latter.

1.2. The present general conditions, therefore, save different express written agreement: - cancel and prevail over any different clause that is printed or handwritten on offers, in correspondence between the parties or in the general conditions of sale applied by the supplier;

- imply full and unreserved access to the counterpart's own.

1.3. Candia reserves the right to periodically review these general conditions, whose updated version will always be published on the company website at the address "[www.candiatechnology.it](http://www.candiatechnology.it)".

### 2. Order offer.

2.1. The supplier's order offer must be sent to Candia's sales offices in writing, also by fax, and must specifically take into account the information provided by Candia in their request.

2.2. The offer transmitted to Candia, unless otherwise expressly indicated by the latter: - represents a contract proposal and therefore requires express written confirmation for acceptance by Candia;

- is irrevocable for the supplier for a period of 10 (ten) days from receipt by Candia.

2.3. The order confirmation will be expressed by Candia in writing, within 10 (ten) days from receipt of the offer.

2.4. The order confirmation sent by Candia, in any case, will not take effect until the supplier has returned the aforementioned purchaser, duly signed according to the instructions contained therein.

### 3. Orders - technical documentation

3.1. The sales contract is concluded upon receipt by the supplier of the written order confirmation sent by Candia, except as provided for in paragraph 2 above.

3.2. The supplier must execute the contract in a workmanlike manner, following any samples, models, technical specifications and documentation of any kind received from Candia.

3.3. If the supplier does not consider such samples, models, suitable technical specifications and documentation, or in any case where technical difficulties or problems arise, it must promptly notify Candia, under penalty of failure, exclusive responsibility for any faults / defects of the products made, including compliance with the technical characteristics indicated in the order, which are attributable to the unsuitability / deficiency of the information above or to the above mentioned difficulties and problems of execution.

3.4. It is expressly intended that all samples, models, technical documentation, of any kind, delivered to the supplier to allow him to formulate his offer, even if subsequently not accepted, or to execute the order are the exclusive property of Candia and / or customers of the latter, and must be returned to the same supplier or destroyed, at the simple request of Candia and at the expense of the supplier; said can also be used by the supplier solely to make the offer or for the execution of orders sent by Candia and can not be copied or reproduced or, in any case, the content can not be communicated to third parties without express authorization Candia

3.5. If the technical documentation, of any kind, necessary for the execution of the contract is made by the supplier specifically for Candia, the latter will become its sole owner, and will have the right to demand full delivery or destruction, at simple request, with expenses charged to the supplier, unless the supplier is obliged to use said documentation solely for the execution of orders forwarded by Candia.

3.6. In no case will the supplier be entitled to compensation and / or indemnity as fees for the realization of technical documentation, of any kind, necessary to formulate its offer or to execute the contract.

### 4. Prices

4.1. The prices charged by the supplier will only be those indicated in the offer accepted by Candia, to be considered as fixed, and include any costs of packaging and transport, design and any further, necessary to implement the contract.

4.2. Price variations are expressly excluded for subsequent cost increase, even if attributable to events of force majeure, unless otherwise agreed in writing and signed by both parties.

### 5. Procedures and terms of payment

5.1. Payments will be made in Euro, by bank transfer, upon receipt of a regular invoice from the supplier, within the period indicated in the order confirmation sent by Candia.

### 6. Terms and conditions of delivery and transport

6.1. Unless otherwise agreed otherwise, and except as may be provided by the parties in derogation and / or to supplement these general purchasing conditions, the delivery of the products will be made to the address specified by Candia in its order confirmation.

6.2. The delivery terms indicated in the order confirmation are to be considered peremptory, unless otherwise agreed in writing and signed by Candia.

6.3. The goods will be delivered to Candia upon arrival at the destination, whether this is the headquarters or warehouse of Candia or other place indicated in the order confirmation; it follows that any risk related to the products will be borne exclusively on the supplier until delivery, as above understood.

6.4. Any delay in the performance of the contractor, even if minimal, will entitle Candidate to request the termination of the contract, except as required by law, and in any case, the compensation of damage.

### 7. Complaints and warranty

7.1. Candia will have the right to denounce the faults and / or defects of the products purchased, even if not hidden, or the non-compliance of the mentioned technical specifications and documentation sent to the supplier, in any form, even verbally and / or by telephone, within the deadline 15 days from the relative delivery, as defined in art. 6.3.

7.2. If, however, these are products intended for a customer of Candia, the deadline for reporting any faults and / or defects, including compliance with the technical specifications and documentation referred to above, will run from the moment Candia receives the relative contest by his client.

7.3. In the event of a dispute regarding defects and / or defects and / or non-compliance of the products to the supplier, Candia will have the right to suspend any payment still due to the supplier, even if not related to the products object of the dispute.

### 8. Responsibility

8.1. The supplier will be solely responsible for the correct production of the products in accordance with the technical indications and documentation received from Candia for the execution of the contract.

8.2. In the case of faulty / defective products or those that do not conform to the ordered ones, Candia may, at its option, and in any case, claim damages:

- terminate the contract and demand the return of the price, if already paid to the supplier;

- return to the supplier the spoiled / defective or non-compliant products or the entire lot to which said items belong (since the check can be carried out by sample), at the risk and expense of the supplier, and demand replacement, at the same conditions.

8.3. In the latter case, the price of the supply, where due, and without prejudice to any compensation with the damage suffered by Candia, will be paid to the supplier after the delivery of the substitute products.

8.4. Any further guarantees that by law can not be derogated, and, in any case, improvements for Candia with respect to the provisions of the present conditions remain.

### 9. Right of withdrawal - express termination clause.

9.1. In no case can the supplier withdraw from the contract already concluded or he may revoke the offer transmitted to Candia before the deadline indicated in point 2.2., Unless otherwise agreed in writing and signed by both parties.

9.2. Pursuant to and for the effects of art. 1456 of the Civil Code, the contract of sale will be resolved by right, upon notice by the purchaser that he wishes to avail himself of the present clause, in case of delay in the delivery of the products with respect to the agreed term.

### 10. Privacy policy

10.1. The supplier's personal data are processed by Candia in compliance with current legislation and as specified in the information provided pursuant to the law.

### 11. Applicable law and jurisdiction

11.1. All contracts concluded with Candia are governed by Italian law.

11.2. For any dispute between the parties arising and / or relating to contracts concluded with Candia and governed by these general conditions, even if partially waived by express will of the parties, the Court of Verona will have exclusive jurisdiction.