



GENERAL PURCHASING CONDITIONS

PARTICULARS

The contractual relationship which is a follow up to each one of our orders is uniquely regulated by the here stated general purchasing conditions that the Supplier declares he knows about and totally accepts. Any further different conditions, when not expressly stated in the order text, could be considered as acceptable only by written confirmation given from the firm Bit S.p.A.

1- ACCEPTING THE ORDER

Accepting the order, the Supplier acknowledges the validity of the contractual conditions stated in it, both singularly and on the whole and renounces to asking modifications of the herein stated. The order shall be understood as definitely perfected through the return of its copy counter signed for approval. We shall consider the order wholly accepted in case the copy is not returned within 5 working days from its issuing.

2- THE PROPERTY- PRIVACY BOND

Any drawings, elaborations, statements, norms and tables, contracts and regulations, as for any other information or document, nonetheless samples and specific equipment given by the Supplier as a fulfilment of the supply, remain exclusively property of Bit S.p.A. . All the stated KNOW-HOW must be considered as confidential and reserved, and cannot be given or used by third parties, even after the completion of the work and may be used by the supplying firm only for the carrying out of the order. Apart from different agreements between the parts, along with the supply of the paid goods, all documents and given materials must be returned.

3- RIGHTS ON ASSIGNMENT

The Supplying firm cannot assign the order to third parties, nor wholly, nor partially, nor may they pass to others the carrying out of the work assigned them, this is permitted only through previously written authorization.

4- RIGHTS ON INSPECTION

The Buyer has the right to control and verify, at the Supplier's works, the quality of the used materials, the method of production and the testing and also the regular carrying out and the work advancement of the goods. The Supplier shall give free access to the buyer's staff in charge of carrying out inspections and controls.

5- VERIFICATIONS AND CONTROLS ON SUPPLIER'S BEHALF

The supplier must carry out himself or get the following to be carried out on his behalf and under his own responsibility:

- a) All the verifications on drawings, documents and technical regulations, even when given by the Buyer, as to check the conformity of the specifications of the order and the suitability to the use for which the work is destined.
- b) All the try-outs and tests necessary for the specifications of the supply or expected by the actual norms and laws, on raw materials and commercial components, during the production process and up to the finished work, as to guarantee where required, and to certify the good quality and conformity of the product.

6- QUANTITY OF THE PRODUCT

The Supplier must exclusively deliver the quantity indicated in the order. The firm Bit S.p.A. shall accept the quantities ordered reserving the right to refuse goods that exceed the expenses of the supplier.

8- QUALITY OF THE SUPPLY

The Supplier must assure that his products are conform to the requested requirements. The reception and the eventual payment of the ordered goods do not mean "acceptance" and the payment shall be carried out following the clause "except for divisions" and do not exonerate nor decrease the responsibility of the supplier to the quality of the product and the suitability of its use. Whenever non conformed situations may be found the firm Bit S.p.A may choose to:

- a) Refuse the faulty material asking the Supplier the immediate reparation or substitution with expenses to his charge.
- a) Refuse the faulty material without asking the substitution and doing so cancelling the order with the right to ask for the compensation for damages or major costs.
- b) Whenever it may be possible, provide to the repairing at one's own department charging the expenses to the Supplier.

9- DELIVERY TERMS

The Supplier must respect the delivery terms agreed on, indicated on the order, through which no retards or anticipations are admitted. Delivery

terms are intended as the date in which the goods arrive at the Bit S.p.A. establishment. In case of retards, the order is considered to be cancelled and Bit S.p.A. reserves the right to:

- a) Accept the order and ask an indemnity for the damage, however having the right to request the penalty agreed on which is 2% of the value of the order for every day which passes from the actual consignment date indicated on the order.
- b) When the non fulfilment is partial, accept the goods consigned when due and ask for the damage indemnity for the non delivered goods, and furthermore also the contractual penalty.
- c) Buy the goods or materials not delivered on established terms from third parties and request damage indemnity or major costs.

10- PRICES

The only valid prices are those indicated in the order and are to be intended as fixed and must not be modified.

11- GUARANTEE

The Supplier guarantees that the goods have the characteristics agreed on, that they are immune to vices or faults which makes them suitable to the use for which they are destined and that the actual norms and laws on the prevention of incidents and work place safety have been totally respected. During the period of guarantee, which is of 12 months from delivery apart from diverse agreements between the parts, the supplier must commit himself to repair or substitute during works the contested materials until reaching the correct functional carrying out, all to his care and expenses.

12- DOCUMENTS AND CERTIFICATES

Whenever it is expressly required that the materials ordered must be accompanied by certifications, instructions for use booklets, drawings or anything else, we shall not carry out the accorded payment until such documents are not received by us.

13- DELIVERY

The goods which are bought departure free must be sent only following the agreement made in the order. During the transport, for both free destination return and free departure return, the

damage or loss risks shall totally be charged to the supplier.

14- PACKING

It must be adequately strong to the use to which it is destined, as to guarantee the total integrity of the product. No charge for packing costs shall be accepted by us when not expressly agreed on.

15- CREDIT ASSIGNING

No credit assigning shall be accepted, nor any other form of payment delegation without previous and explicit authorization.

16- CONTROVERSIES

The court of Treviso is competent for any controversies that may arise.

La Direzione

