



1. General conditions of purchase

- 1.1. Delivery, packaging and delivery date: the conditions indicated in the order are to be considered as accepted. the supplier may change these conditions by forwarding a counter-proposal within 10 days from order date.
- 1.2. In case of delay (including partial delay) in the execution of the order, we reserve the right to cancel (partly or completely) the order and to purchase, after having duly notified the supplier, the concerned items from another supplier, with any incurred expenses chargeable to you. Moreover, we shall have the right to claim any damages deriving from the delay.
- 1.3. Transport: if not otherwise agreed upon, the supplier shall ship the goods by the most economical means and at the most advantageous fees.
The delivery of goods fob shall not relieve the supplier of liability concerning damages deriving from faulty packaging.
The supplier shall mark each package with the complete details of the order.
If not otherwise agreed upon, our company shall pay customs duties and franchise fees and taxes for goods delivered as well as goods unloaded at destination.
If not otherwise agreed upon, the weight shall be verified by the carrier on delivery; if not, we shall consider as valid the weight at our weighing machines even if goods are fob or carrier free.
- 1.4. Tolerance: if not otherwise agreed upon, concerning dimensions and weight, valid tolerance values are the ones indicated in the unification norms (if available for the goods to be supplied) or on the drawings. In default of this, we shall have the right to refuse the goods at supplier's expenses and claim compensation for any damages.
- 1.5. Acceptance of the goods: it is subordinated to the results of the inspections and checks agreed upon or, in default, it is subordinated to the procedures adopted at destination and shall be carried out after arrival at destination.
- 1.6. Evident and hidden defects: by way of derogation of comma 1495 c.c. (civil code), our company may forward claims concerning evident defects within 10 days from arrival of goods and hidden defects within 30 days from detection of these. In this case, we have the right to rescind the contract or have the goods replaced at the supplier's expenses or to a substantial reduction of the agreed price.
- 1.7. Price: the agreed price and any other particular or general condition concerning the supply may be varied exclusively after submittance of a written request.
- 1.8. Late interest: ThyssenKrupp Acciai Speciali Terni S.p.A. shall acknowledge any late interest amounting to the Euribor rate at three months with non automatic starting period and only following formal claim by the party concerned forwarded by registered mail.
- 1.9. Disputes: for any dispute between the parties, the court of jurisdiction is the court of Terni.
- 1.10. Compliance:
All the materials, installations, machinery and equipment shall comply with the current norms and be provided with the related certificates of compliance.

2. Delivery of the materials

For delivery of materials, the hours of acceptance are from 08,00 to 1:00 pm from Monday to Friday. Any urgent and/or special deliveries requested by us or by the supplier shall be previously agreed upon in order to enable organization of goods reception.



3. Transfer of credit

It is expressly agreed upon that, according to comma 1260 c.c. (civil code), credit deriving from supplies included in this order shall not be transferred to third parties without a written agreement between you and ThyssenKrupp Acciai Speciali Terni S.p.A..

4. Safety details report (legislative decree 285/98 decree d.m. 4 april 97)

All products entering our factory shall, according to comma 1 of the dept. of health decree dated 4 April 1997 (ref. 91/155/eec, 93/112/eec and 88/379/eec) and comma 9 of the legislative decree dated 16 July 1998, n. 285, be provided with a safety details report drawn up in compliance with the above-mentioned decree dated 4 April 1997, in particular (comma 3 of decree). The reports shall be written in Italian. In the case of non dangerous products, a declaration of the "non dangerous" state of these shall be provided.