

UNI EN ISO 9001:2015 UNI EN ISO 14001:2015 UNI ISO 45001:2018 Headquarter: La opus automazione spa 2 Via del Fonditore 845 - 58022 Follonica (GR) Italia 4 +39 0566 58619 4 +39 0566 58619-260 P.I. 01133740538 5 info@opus-automazione.it 3 www.opus-automazione.it



## **General Purchase Conditions**

- 1. General Conditions: no other conditions by those indicated in this general purchase conditions document are recognized, unless special clauses agreed and indicated in the eventual order.
- 2. Acceptance: the following conditions, related to the purchase order, are considered accepted by the supplier, unless expressly disagreement which must be communicated to the proposing buyer within the term of three days from the order receipt.
- 3. **Complaints:** notwithstanding the art. 1495 of the C.C. the buyer has the right to complain about any faults or quality defects of the delivered goods or services supplied. We reserve the right to return goods which do not comply with the order and to charge the supplier the cost of the return in addition to any additional cost. In case of materials not uniquely identified, the supplier has the responsibility to communicate the correct codification.
- 4. Term of delivery: they are agreed and specified on each order and considered binding. In case of delay, even of one item in a purchase order with several items, we have the power to:
  - a. Apply a penalty of 3% on the order amount for each day of delay up to a maximum of 10%.
  - b. Cancel the order in part, or in total.
  - c. Charge the supplier of possible penalties which our customers give us due to the delay.
  - d. Slip the payments if our customer adopt this measure with us due to the delay.
  - e. Any eventual force majeure which should delay the established deliveries, must be communicated by registered mail within three days of their occurrence, otherwise there is no right to request it.
- 5. For each **delivery** must correspond a DDT indicating the number of our order.
- 6. We have no responsibility for **goods in excess** to the ordered quantities, even if temporarily collect.
- 7. Payments: payments will be arranged within the terms and condition of this document, or as agreed with the supplier. During the months of August and December payments will not be made, due to the closure of the company for holidays. The credit assignment is prohibited.



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Competent authority: All possible disputes will be submitted to the 8. arbitration of Grosseto's Chamber of Commerce.

THE SUPPLIER DECLARES TO HAVE READ THE ABOVE CONDITIONS AND APPROVES THEM.