



**North Plastik**  
Plastic Components Moulding

## NORTH PLASTIK SRL GENERAL TERMS AND CONDITIONS OF PURCHASE

### DEFINITIONS

In these general terms of purchase, the following terms shall have the following meanings:

**SUPPLIER:** the company that has been receive a purchase order from NORTH PLASTIK SRL;

**SUPPLY:** any materials, goods or services specified in the purchase order;

**GENERAL TERMS OF PURCHASE (GTP):** the provisions contained in this document;

**SPECIAL TERMS:** the provisions contained in a purchase order issued by NORTH PLASTIK SRL;

**CONTRACT SPECIFICATIONS** and **TECHNICAL SPECIFICATIONS:** documents defining the technical-operational requirements of the supply.

### ARTICLE 1 - GENERAL

These General Terms and Conditions of Purchase apply to all supply relationships between NORTH PLASTIK SRL and the SUPPLIER, including the relationships established by e-mail, and are an integral part thereof. In the event of a conflict or incompatibility between these General Terms and Conditions of Purchase and the Special Terms provided for in a specific Supply Contract, the Special Terms shall prevail for the items described in the specific Supply Contract.

The SUPPLIER declares it accepts these General Terms and Conditions of Purchase in every respect and waives the right to demand recognition of its General Terms and Conditions of Sale, and any claims asserted therein, against NORTH PLASTIK SRL. Any change or addition to these General Terms and Conditions of Purchase shall be agreed to in writing between NORTH PLASTIK SRL and the SUPPLIER.

### ARTICLE 2 - CONCLUSION AND CHANGES THE ORDERS

The purchase order for a supply becomes final the day NORTH PLASTIK SRL receives the order acceptance letter duly signed and dated by the SUPPLIER. Unless otherwise specified, the acceptance letter must be received within 8 calendar days of receipt of the order by the SUPPLIER. Failure to reply within the limit time specified above shall be construed as acceptance of the order by the SUPPLIER. Any communication received by fax or e-mail shall also be considered as a written confirmation. NORTH PLASTIK SRL shall have the right to cancel all the orders not expressly accepted within the aforementioned term by simple written notification.

NORTH PLASTIK SRL reserves the right to request any change to the characteristics of the items to be supplied, limited to the part of the order not yet filled. In no event shall the SUPPLIER be entitled to reject the changes requested by NORTH PLASTIK SRL. Any changes to the price and/or to other conditions arising from the changes requested by NORTH PLASTIK SRL shall be agreed to in writing by the parties.

### ARTICLE 3 - DELIVERIES

Unless otherwise specified, the packaging, loading and transportation of the supply shall be at the expense and risk of the SUPPLIER, who undertakes to deliver the supply to the exact location and on the date specified by NORTH PLASTIK SRL in the order.

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Unless otherwise agreed upon beforehand, any excess quantity delivered by the SUPPLIER shall be rejected by NORTH PLASTIK SRL and returned at the expense and risk of the SUPPLIER.

The SUPPLIER shall provide suitable packaging for the supply, as specified in the purchase order, or, if not specified, according to the best modalities as are customary in the trade, while remaining liable for any damage as may be caused to the items supplied by unsuitable packaging modalities.

On its transport documents and invoices, the SUPPLIER shall indicate the order number, the code of the item and, if available, the internal job number received from NORTH PLASTIK SRL. In the event of failure to comply with these requirements, the payment of the invoice(s) concerned shall be automatically postponed by 30 days.

### ARTICLE 4 - TERMS OF DELIVERY AND PENALTIES FOR LATE DELIVERIES

In the event of late delivery not due to any of the force majeure causes as listed in art. 15 below, with prior written notice to the SUPPLIER, NORTH PLASTIK SRL shall have the right to obtain all or part of the Goods and/or Services in question from other suppliers, and to charge the SUPPLIER for the higher charges and costs incurred, by submitting evidence thereof.

The above, in all cases, without prejudice to NORTH PLASTIK SRL's right to charge a penalty for late delivery of 1% (one per cent) the overall value of the products not delivered on the agreed date for every 5 working days of delay, it being understood that the amount charged case by case for a late delivery shall not exceed 10% the value of the products not delivered on the agreed date, without prejudice to NORTH PLASTIK SRL's right to terminate the relative order with immediate effect.

The aforementioned maximum amount is an estimate of the damage agreed to on a preventive basis by NORTH PLASTIK SRL and the SUPPLIER and does not preclude NORTH PLASTIK SRL's right to seek greater damage and, if this maximum amount is exceeded, its right to terminate the purchase order with immediate effect by giving a simple written notice to the SUPPLIER.

The amounts to be paid to NORTH PLASTIK SRL by the SUPPLIER on account of the penalties provided for in these General Terms and Conditions of Purchase can be set off against amounts due by NORTH PLASTIK SRL to the SUPPLIER, if any, including amounts not yet accrued arising from supply relationships underway.

### ARTICLE 5 – PRICE, INVOICES, PAYMENT TERMS

In the absence of other indications explicitly provided for in the purchase order, prices shall be considered fixed and not subject to change.

Unless otherwise specified, the goods and services shall be supplied at the delivery address specified in the order, transportation and packaging costs included. Any change shall be agreed on in writing by the parties. Invoices shall be received by and no later than the 10th day of the month after delivery of the supply. Failure to comply with this provision shall automatically entail a 30-day postponement of the relative due date.

Any delays due to the postal service may be obviated by sending the invoices in advance by fax and/or via e-mail.

Invoice due dates that fall in the months of August and December shall be postponed to the 10th day of the following month; no stamp duty, collection and accessory charges will be accepted.

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Any deliveries made after the 20th day of the month shall be recorded in the accounts with payment terms starting the following month, unless otherwise specified by NORTH PLASTIK SRL.

In the absence of other indications explicitly provided for in the purchase order, payments shall be made by bank transfer with due date 90 days E.O.M.

NORTH PLASTIK SRL reserves the right to set-off any amounts due to the SUPPLIER against amounts due by the SUPPLIER at the time the order was issued.

### **ARTICLE 6 - CHECKS ON INCOMING GOODS AND REJECTION OF DEFECTIVE GOODS**

Acceptance of the items supplied is conditional on verification of their conformity to the quantity and quality terms specified in the purchase order by NORTH PLASTIK SRL.

When the goods are delivered, NORTH PLASTIK SRL shall perform the appropriate quantity and quality checks, except for goods governed by a specific "quality contract".

If the items supplied do not conform to the conditions specified in the contract, the goods shall be rejected and placed at the disposal of the SUPPLIER, possibly to be replaced by the latter at its expense, without prejudice to NORTH PLASTIK SRL's right to terminate the order and seek damage.

All goods governed by a specific "quality contract" and/or any other supplementary performance contract, shall be supplied according to the terms and conditions specified therein. The SUPPLIER shall be solely responsible for the execution of additional checks and shall be under an obligation to deliver to NORTH PLASTIK SRL goods conforming to the requirements, irrespective of any checks performed by NORTH PLASTIK SRL.

The items supplied shall conform to the RoHS directive. The SUPPLIER shall indicate such conformity on the supply documents, the packaging and, where feasible, on the individual parts, as requested in the letter received from the Quality Service.

### **ARTICLE 7 - GUARANTEE AND WARRANTY**

The SUPPLIER guarantees that the goods supplied are free from any visible and hidden defects and flaws, whether of design, material and manufacturing, that make them unfit for the uses they are intended for, or may cause an appreciable reduction in the value thereof.

The SUPPLIER guarantees that the goods supplied conform to the laws and regulations in force in the country where the goods are going to be used. It also guarantees that the goods supplied do not contain any of the substances prohibited by the applicable regulations and standards.

The warranty period for the products supplied under the contract is 12 (twelve) months of the date of delivery to NORTH PLASTIK SRL and/or the date on which the product is delivered by NORTH PLASTIK SRL to a customer/buyer.

In the event of replacement of defective goods, the warranty period shall start from the date of delivery of the repaired or replaced goods/service.

The goods and services supplied by the SUPPLIER and/or third parties are guaranteed to be free from flaws and functional defects and are, therefore, covered by the warranty against defects provided for in art. 1490 of the Italian Civil Code, as well as all, none excluded, the guarantees provided for by Italian laws as a function of the specific characteristics of the items supplied, the contract and the service rendered. In any event, the

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SUPPLIER irrevocably waives as of now its right to make objections should the company be late in reporting a defect.

By way of derogation from the provisions laid down in art. 1495 of the Civil Code, NORTH PLASTIK SRL shall have right to report any defects and flaws in the goods/services supplied within 30 (thirty) days of the detection thereof, and the SUPPLIER expressly waives its right to object to delays in reporting the flaws, while NORTH PLASTIK SRL reserves the right to have the SUPPLIER take immediate action at its expense (sorting, repair or replacement of the goods, repetition of the service).

If the SUPPLIER fails to perform the abovementioned remedies within the established terms, NORTH PLASTIK SRL reserves the right to obtain the goods/services from others at the expense and risk of the SUPPLIER.

The SUPPLIER also undertakes to hold NORTH PLASTIK SRL harmless against any consequences arising from a defective supply and to indemnify the company for all damages suffered (e.g., inefficiencies, losses, indemnification claims, transport costs).

In the event of a product liability action being brought against NORTH PLASTIK SRL, the SUPPLIER shall indemnify and hold NORTH PLASTIK SRL harmless against such claims if, and to the extent by which, the damage is due to a defect in the product supplied by the SUPPLIER. If the cause of the damage comes under the sphere of responsibility of the SUPPLIER, the latter shall bear the burden of proof on that issue.

The SUPPLIER shall be liable for all damages caused directly to people and things and directly ascribable to one or more defective parts of the items supplied.

The SUPPLIER guarantees that the items supplied, whether goods and/or services, conform to the applicable accident prevention regulations.

It is agreed that in the event of claims put forward for any cause or reason and/or on account of defects or flaws in a product, NORTH PLASTIK SRL shall have the right to suspend payments until the matter has been ascertained conclusively through a final judicial sentence, and furthermore the SUPPLIER shall not be entitled to take action to recover the amount in question until it has remedied and/or removed the flaw/defect, and no interest of any sort, not even legal interest or the interest provided for in legislative decree 231/2002 and subsequent additions and amendments thereto, shall be applied to the amounts not paid by NORTH PLASTIK SRL. NORTH PLASTIK SRL shall have the right to set off the amounts claimed by way of damage indemnification against the amounts due to the SUPPLIER for goods/services supplied, even if the amount claimed by NORTH PLASTIK SRL is neither irrefutable, nor liquid and collectable.

## ARTICLE 8 - TRANSFER OF OWNERSHIP AND LIABILITY

The transfer of the ownership and liability associated with the goods/services supplied takes place upon the delivery thereof. This transfer shall have no other legal or practical effects on the obligations undertaken by the SUPPLIER pursuant to the order.

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## **ARTICLE 9 - INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

The technical information (i.e., all types or information and technical/technological documentation, as well as samples and mock-ups) provided or made available to the SUPPLIER by NORTH PLASTIK SRL for purposes of design, testing, development and manufacture of a part, the prototypes, the equipment and tools shall remain the exclusive industrial and intellectual property of NORTH PLASTIK SRL and shall be used only to fill the orders placed by NORTH PLASTIK SRL.

Even after the conclusion of the supply relationship, the SUPPLIER shall not produce or have others produce and/or supply for any reason to third parties any parts designed or produced by making use of the aforementioned technical information.

The technical information that the SUPPLIER makes available to, or exchanges with, NORTH PLASTIK SRL, even through their respective technical offices, shall be considered as part of the process of realisation of the products/services to be supplied under the contract; since it is communicated in connection with the filling of the orders and goes into the realisation of the products/services, this information shall remain at the disposal of NORTH PLASTIK SRL.

The drawings, technical specifications, moulds, gauges, models and samples and whatever else is provided by NORTH PLASTIK SRL or processed by the SUPPLIER in collaboration with NORTH PLASTIK SRL, which, in any way, connotes the know-how that goes into the realisation of the products, shall be treated in confidence so as to prevent unauthorised access to the know-how by third parties and to underscore the confidential nature thereof. The SUPPLIER is under an obligation of confidentiality, shall be held liable for failure to comply with this requirement, and shall bear the risks entailed, which also include breach of faith or carelessness on the part of its employees, collaborators and authorised sub-suppliers.

The SUPPLIER undertakes not to disclose any data or information on design, systems, manufacturing, technology and whatever else it may have become aware of in the course of and by virtue of its business relationships with NORTH PLASTIK SRL, while ensuring strict compliance with the confidentiality obligations and the commitments undertaken under the contract, also by its partners, employees and collaborators.

The SUPPLIER shall indemnify NORTH PLASTIK SRL for any damage arising from failure to fulfil, even partially, the commitments undertaken in terms of confidentiality and noncompetition.

## **ARTICLE 10 - EQUIPMENT, MATERIALS OWNED BY NORTH PLASTIK SRL**

The drawings, moulds, equipment and tools, sample parts, IT supports and whatever else is delivered by NORTH PLASTIK SRL to the SUPPLIER for purposes to do with the purchase order shall remain the property of NORTH PLASTIK SRL and, once the purchase order has been filled, shall be returned to the latter in good conditions of repair. It is expressly agreed that the aforementioned materials and tools shall not be reproduced and shall be used by THE SUPPLIER only and exclusively to fill the purchase order received from NORTH PLASTIK SRL.

## **ARTICLE 11 - INSPECTION AND CHECKS AT THE SUPPLIER'S PREMISES**

NORTH PLASTIK SRL reserves the right, with prior notice, to send persons or organisations to the SUPPLIER plant, at all times during normal working hours, to ascertain the manufacturing conditions, the quality of the materials and the proper fulfilment of all the obligations undertaken by the SUPPLIER by accepting the purchase order, in full compliance with the applicable safety and confidentiality regulations.

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These checks shall not relieve the SUPPLIER from its contractual obligations.

## **ARTICLE 12 - RIGHTS OF WITHDRAWAL AND TERMINATION**

In addition to the right to withdraw from or terminate the agreement as provided for by the law, NORTH PLASTIK SRL has the right to withdraw from or terminate the contract with immediate effect if:

- The asset/financial situation of the SUPPLIER has deteriorated or threatens to deteriorate substantially, to the point of undermining the SUPPLIER's ability to meet its supply obligations to NORTH PLASTIK SRL;
- The SUPPLIER meets the criteria for insolvency or over-indebtedness, or the Supplier has stopped making its payments.

NORTH PLASTIK SRL shall also have the right to withdraw from or terminate the Supply Contract if the SUPPLIER files for bankruptcy or if any other insolvency proceedings involving the assets of the Supplier are initiated.

If the Supplier performs a partial supply, NORTH PLASTIK SRL shall have the right to cancel the entire contract if it does not want a partial supply.

If NORTH PLASTIK SRL withdraws from or terminates the Supply Contract by virtue of the rights of withdrawal/termination described above, the Supplier shall indemnify NORTH PLASTIK SRL for the losses or the damage incurred as a result, unless the SUPPLIER was not responsible for whatever caused the rights to withdraw from or terminate the contract to be exercised.

## **ARTICLE 13 - INSURANCE LIABILITY**

The SUPPLIER shall be liable for any physical, material and/or non-material damages it may cause to NORTH PLASTIK SRL and/or any third party as a consequence of a mistake made in connection with the order, either by itself or by a person NORTH PLASTIK SRL is responsible for in its position as buyer.

The SUPPLIER shall submit evidence of having taken out a suitable product civil liability insurance policy.

## **ARTICLE 14 – OBLIGATIONS OF THE SUPPLIER**

The SUPPLIER shall not contract out, whether fully or partly, any of the services assigned to it by NORTH PLASTIK SRL without the prior authorisation of the latter.

In the event of non compliance, NORTH PLASTIK SRL shall have the right to withhold the amount due for the supply by way of penalty and reserves the right to seek compensation for further damage suffered.

The SUPPLIER shall be the sole responsible for the fulfilment of the obligations regarding its employees and/or collaborators, including payment of salaries, social security contributions and taxes, and shall relieve NORTH PLASTIK SRL from any responsibility. The SUPPLIER undertakes to submit, on simple request by NORTH PLASTIK SRL, any document deemed useful (e.g., DURC (payment of social security contribution certificate), receipted payslips, etc.).

## **ARTICLE 15 - FORCE MAJEURE**



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Any event outside the control of the party that evokes it, which is unavoidable, unforeseeable and recognised as such by case law, and has the effect of preventing the aforementioned party from meeting its obligations, shall be regarded as a force majeure event.

Should a force majeure event compromise the delivery date agreed on, the SUPPLIER shall immediately notify NORTH PLASTIK SRL in writing, specifying the estimated and actual length of the ensuing delay. In any event, the SUPPLIER shall adopt all the measures designed to reduce the delay and make up for time lost. The new delivery date, as applicable, shall be agreed on by NORTH PLASTIK SRL and the SUPPLIER as a function of the force majeure impediment in question. If a force majeure event causes a delay of over 30 (thirty) days in the deliveries, NORTH PLASTIK SRL reserves the right to terminate the purchase order at any time by notifying the SUPPLIER by registered letter with notification of receipt, or via fax or e-mail.

### ARTICLE 16 - CONFIDENTIALITY OBLIGATIONS

Any confidential information, including but not limited to, drafts or final project drawings,, technical specifications, calculations, documents in general and other data that is communicated either in writing (on paper or on an electronic support), or verbally by either party to the other in connection with the contract and/or the supply contracts, shall considered confidential and shall be kept in confidence as provided for in this Article.

The parties undertake not to disclose to third parties, including sub-suppliers, as applicable, the terms and conditions of the contract or the supply contracts, other than when the disclosure is required by the law or has been authorised in writing by the party that is the owner of the confidential information.

Either party undertakes not to reproduce, use or in some other way benefit from confidential information, brands, emblems or patents belonging to the other party, save for reproductions agreed on in writing beforehand.

### ARTICLE 17 - ASSIGNMENT OF RECEIVABLES

The SUPPLIER shall meet its contractual obligations personally: receivables SHALL NOT be assigned to third parties (art. 1260 of the Civil Code) or delegated for collection or delegated in any form whatsoever. On the invoices issued to NORTH PLASTIK SRL, the SUPPLIER shall enter the wording: "The amount stated in this invoice is subject to the prohibition on assignment of receivables provided for in art. 1260 of the Civil Code".

### ARTICLE 18 - GOVERNING LAW AND SETTLEMENT OF DISPUTES

The order is governed by Italian law. If the parties fail to reach an amicable settlement in any dispute arising from the order, whether concerning the validity or the interpretation thereof, the dispute shall be brought before the Court of Verona.

### ARTICLE 19 - PRIVACY POLICY (ART. 13 Legislative Decree 196/03)

NORTH PLASTIK SRL informs that the personal data of the SUPPLIER will be processed manually and by means of computerised tools solely for purposes strictly associated with and instrumental to the fulfilment of the purchase order. The provision of personal data is optional, but is required to establish and execute the

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contractual relationship; failure to provide the data will make it impossible to establish business relationships with NORTH PLASTIK SRL.

Personal data may be disclosed to third parties (such as for instance banks) within the framework of normal business activities and/or for purposes of compliance with regulations (accounting and legal firms).

Purchasing Manager  
Simone Zolin

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