

## **General purchasing Condition**

### **1. Terms of the purchase agreement**

They are only valid copy of purchase orders and confirmed by signature. Any changes and additions made by the supplier in the order confirmation are binding only if approved in writing. The supply or the acceptance of any payments by SA Casram Mezzovico not mean approval of the conditions of the supplier.

### **2. Price**

Unless otherwise agreed, the prices that are fixed and include all ancillary costs such as packaging and transportation. Any changes to the final price must be authorized by the purchasing department of Casram Mezzovico SA, explaining the cause.

### **3. Delivery time**

The delivery period quoted relate to the date on which the remittance of the supply takes place at the place designated for the same. The early delivery and partial deliveries can only take place by communicating promptly, in writing, to the purchasing department Casram Mezzovico SA, and then only after written acceptance by SA Casram Mezzovico.

In the absence of agreement, the deliveries may be rejected or stored at Casram SA Mezzovico with repercussions on the payment date of the invoice. The provider assumes full responsibility with regard to delayed deliveries.

The deliveries by the supplier, with quantities above or below the required value must not exceed 5% penalty, not receiving partial / total assets and all charges will be billed to the supplier.

Casram Mezzovico SA has the right to demand a contractual penalty of 2.5% of the total order for every week that you exceed the limit originally confirmed, the maximum penalty applicable is 10% of the total order. After 4 weeks of delay, Casram Mezzovico SA is entitled to refuse delivery of the goods.

Deliveries to destinations other than SA Casram Mezzovico, must be authorized and otherwise present within the purchase order, shipping errors not attributable to Casram Mezzovico SA, the sender will be charged to the supplier, in a total.

### **4. Transport**

The goods must be packed properly, the supplier is responsible for any damages that occur during transport as a result of inadequate or inappropriate packaging. Each delivery must be accompanied by a delivery note containing our order number, contract number, the name part, our part number and quantity.

### **5. Payment**

After the regular receipt of goods and the compliance thereof, the invoice will be paid according to the agreements reached. The invoice must include our order number, contract number, name part and our part number. Invoices with changes or additions not approved in writing, as stated in par. 1, will be locked up in their design.

### **6. Warranty obligations**

Against the SA Casram Mezzovico the supplier must assume full warranty against eviction and failure of the product supplied. Must also meet the impeccable quality and suitability of their delivery to the intended use and, respectively, for the purpose of use specified by us. The warranty period is 1 year from the regular supply at Casram Mezzovico SA. With respect to any defects, Casram Mezzovico SA is under no obligation to verify the commodity provider at the time of delivery, even on a limited sample.

Any deficiency of the supply will be disclosed by us in writing immediately to the supplier. The defects that occur during the warranty period shall be notified promptly in writing to the supplier, or more to be confirmed in writing after verbal communication in this regard.

If there is a case of warranty obligations due to any failure of supply, Casram Mezzovico SA has the right to demand the cancellation of the sale, compensation, or supply a replacement. Casram Mezzovico SA reserves the right to claim damages.

### **7. Product Liability**

Accordance with laws, the supplier is required to account for defective products and, therefore, to indemnify Casram Mezzovico SA for all damages arising therefrom. The supplier must provide adequate liability insurance on their products and submit the request in view of its insurance policy.

### **8. Documentation and confidentiality**

All documents submitted to the supplier's drawings, calculations, models, tools, molds, tools, dies and samples should be treated in confidence and remain the property Casram Mezzovico SA. Without the prior written consent of SA Casram Mezzovico these should in no way be made accessible to third parties. All material made available by Casram SA Mezzovico remains our property, should be placed in appropriately and insured against possible damage. Without our written consent cannot be modified, deleted or used for others.

### **9. Jurisdiction and applicable law**

The jurisdiction of Casram SA Mezzovico is Lugano. The contractual relationship is subject to Swiss law and the United Nations Convention on Contracts for the Sale of Goods of 11 April 1980.