



General Terms and Conditions of Purchase

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General Terms and Conditions of Purchase

1 General conditions

VIRAVER TECHNOLOGY S.r.l., with a view to continuous improvement, is committed to spreading the culture of quality along its supply chain.

The commitment of VIRAVER TECHNOLOGY S.r.l. is reported in the Integrated Policy available on the website <https://viraver.com/en/certification/>

2 Supplier qualification

VIRAVER TECHNOLOGY S.r.l. is committed to using qualified suppliers. If necessary, suppliers must be approved by the end customer and have a certified management system.

The qualification will take place taking into consideration:

- Information and references taken on the market;
- Status of certification (ISO 9001, ISO 14001, ISO 45001, EN 9100) and/or type of product supplied
- Assessment of the risks associated with the supply.

The performance of suppliers will then be evaluated annually taking into account:

- SERVICE
 - Timeliness of deliveries
 - Quantities delivered
- QUALITY
 - Quality of the product delivered
 - Quality of the product in production

In the event of negative performance, the Supplier will receive the report, and must provide a recovery plan, if requested by VIRAVER.

3 Order management

3.1 Dispatching orders

Supply contracts (order and acceptance) and delivery requests, as well as any changes and amendments thereto, must be issued in writing.

If within 48 hours of sending the order (by fax, e-mail, etc.) the acceptance has not been received, the order is considered confirmed. Delivery dates and periods are binding. Compliance or non-compliance with the delivery date or period will be assessed on the basis of the date on which the Purchaser receives the goods. The Supplier must ensure that the goods are ready in time, taking into account normal loading and transport times.

3.2 Acceptance of materials

Counterfeit products are not allowed.

The delivered material must be accompanied by the required documentation:

- Raw material certificate (e.g. 3.1 certification EN 10204)



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- CQC
- Special processes certificate.
- Specific certificates listed in the purchase order

VIRAVÉR reserves the right to carry out dimensional or laboratory tests to verify the correctness of the material delivered.

3.3 Traceability

The supplier, in addition to the documents provided for in par. 3.2, must guarantee traceability by keeping the production documentation of the products supplied. The documents will be requested by VIRAVÉR, providing the traceability references indicated by the supplier.



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4 Non-compliant material

The material may be identified as non-compliant in several stages:

- Acceptance checks
- Checks during production
- Final resolution
- At the end customer

The verification carried out in acceptance with positive results does not relieve the supplier of its responsibilities.

If a non-conformity is found, VIRAVER will report it in a report. The supplier is required to respond promptly, with all the information deemed necessary by VIRAVER.

VIRAVER reserves the right to proceed with charges against the Supplier.

Claims for damages related to defects will not be valid if the defect is the result of the violation of the instructions for use, maintenance and installation, unsuitable or improper use, incorrect or negligent handling and normal wear and tear as well as tampering by the Purchaser or third parties of the delivered item.

In the event of delivery of defective goods, claims by the Purchaser arising from product liability, unlawful act and unauthorised action. The guarantees of quality and duration of use must be written and always explicitly defined as such.

Unless the conditions in question contain a different liability regime, the Supplier shall be liable to compensate for direct and indirect damages suffered by the Purchaser as a result of defective delivery, violation of government safety regulations or any other cause attributable to the Supplier only in the following terms. A priori, liability for damages exists only if the damage was caused by a fault of the Supplier. In the event that a claim for compensation is made against the Buyer without fault according to jus strictum concerning third parties, the Supplier shall assume responsibility on behalf of the Buyer to the extent that he himself would have been directly responsible. The resolution between the Buyer and the Supplier will be governed by the Italian Civil Code. This also applies if a claim is made directly against the Supplier.

Liability will be excluded if the Buyer has effectively limited its liability towards its customer. The Buyer must try, to the extent legally granted, to stipulate limits of liability that also favour the Supplier.

Claims for compensation by the Buyer will not be valid if the damage was caused by violation of the instructions for use, maintenance and installation, unsuitable or improper use, incorrect and negligent treatment, normal wear and tear or incorrect repair by the Buyer. To the extent provided by law, the Supplier will be responsible for the measures taken by the Buyer to prevent damage (e.g. return campaigns).

The Buyer must promptly and in detail inform and consult the Supplier of any claims for compensation that it intends to make against it based on the above conditions. It must also offer the Supplier the opportunity to investigate the complaint. The contracting parties must jointly decide on the actions to be taken, especially in the case of a conciliation procedure.



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5 Confidentiality

The contracting parties undertake to consider as a trade secret any technical and commercial information that is not in the public domain and of which they become aware in the course of their business relations.

Drawings, models, masks, samples and the like may not be transferred or disclosed to unauthorised third parties; they must be used solely for the purpose of fulfilling the contract between the Supplier and VIRAVAR and may only be reproduced within the limits imposed by the operating requirements and the rules governing copyright. Any subcontractors must be bound by a corresponding obligation.

Each contracting party may only use the business relationship for advertising purposes after obtaining the written consent of the other contracting party.

6 Force majeure

In the event of force majeure, labour disputes, public disorder, actions taken by government authorities and other serious circumstances that are fortuitous, unavoidable and beyond the control of the contracting parties, the latter shall be released from their contractual obligations for the duration and in proportion to the effects of the aforementioned situations. This also applies if such events occur when the affected contractor is already late. As far as possible, the contractors will promptly communicate the relevant information to each other and in good faith will adapt their obligations to the new situation.