



PWG Srl – Società con Socio Unico

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GENERAL TERMS OF SUPPLY

These general supply conditions reported on the PWG S.r.l. www.pwgsrl.com are immediately aware and accessible through the link shown in all the contractual forms of PWG S.r.l., whose signature by the Supplier implies knowledge and acceptance pursuant to art. 1341 and 1342 of the Italian Civil Code of the relations regulated below between PWG S.r.l. - with registered and operational headquarters in via E.MATTEI, 8 - 40050 Castello D'Argile -BO - share capital Euro 100,000.00 (one hundred thousand / 00) tax code, VAT number 02873661207, with registration in the BOLOGNA Company Register at No. REA BO-474108 (hereinafter "Customer") - and the company appointed by PWG Srl for the supply of the coded material, or any person who receives a purchase order in which the reference to these supply conditions is indicated (hereinafter the "Supplier")

1) Nature and effectiveness of the general conditions

1.1 These General Conditions apply to every Purchase Order (hereinafter "Order") issued by PWG S.r.l., through its duly authorized agents, to the Supplier for the supply of Products. These General Conditions form an integral and substantial part of the Order to which they refer and are intended to establish the general terms and conditions that will govern the procurement to be carried out under specific Supply Orders.

1.2 The Supplier must communicate to PWG S.r.l. the acceptance of the Order by sending a copy of the order signed "for acceptance" by the Legal Representative (hereinafter "Order Confirmation") in the following ways: PEC e-mail to info@pec.pwgsrl.com, fax 0516861343.

1.3 The Supply Contract is concluded upon receipt by PWG S.r.l. of the Order Confirmation. In any case, even in the absence of this Order Confirmation, the Supply Contract is considered concluded and subjected to the General Conditions by tacit consent after five (5) calendar days from the date of sending the Order and, in any case, if the Supplier initiates the construction and / or supply of the goods indicated in the Order.

1.4 If the supplier's acceptance contains new or different conditions from those contained in the order, these are considered as a new proposal that does not bind PWG S.r.l. ; in the event that the supplier proceeds in any case to the realization and / or supply of the goods, PWG S.r.l. may refuse the supply with return at the expense of the supplier; otherwise, it will be considered accepted after eight days of delivery.

1.5 Agreements that differ from the General Conditions (shown in the link of the Order or Order Confirmation) will not have any validity, unless expressly indicated in writing and accepted by PWG S.r.l.

1.6 The signing of the Order / Order Confirmation determines the acceptance of these General Conditions also pursuant to Articles 1341 and 1342 of the Italian Civil Code to be understood as substitutes for the previous conditions eventually signed and any modification must be expressly agreed, accepted and concluded in writing with PWG S.r.l., otherwise it is not on purpose.

2) Delivery of products

2.1 The methods and terms of delivery of the Products are specified in the Order. All Products must be delivered on the date and place specified in the Order. The terms agreed for delivery are intended to be mandatory: therefore, in addition to delays, also advances with respect to the agreed delivery date are to be excluded, unless expressly authorized in writing by PWG S.r.l.

2.2 Without prejudice to all rights of PWG S.r.l. to compensation for damage, in the event that the Supplier does not comply with the mandatory deadline for the delivery of the Products, in whole or in part, with respect to the date specified in the Order, PWG S.r.l. will have the right to terminate the Supply Agreement in whole, or for the part that is the subject of the non-compliance, even in the absence of a warning to fulfill and / or prior notice.

2.3 In case of non-delivery of the products within the mandatory deadline already agreed, PWG S.r.l. may require the supplier to pay a penalty equal to 3% of the value of the entire order for each working week, or for fractions thereof, of delay, without prejudice to compensation for greater damage from contractual breach.

2.4 The products must be delivered by the supplier adopting all measures to guarantee the correct transport and storage of the materials without compromising their integrity or the ability to fulfill their function. In the event that PWG Srl, at its sole discretion, retains the non-compliant supply, or part of it, in order to be able to adapt it to the production cycle, it will have the right to ask the supplier to pay a penalty which, regardless of the problems created, will be equal to Euro 100.00 (one hundred / 00) plus VAT per hour, from a minimum of 8 (eight) hours to a maximum of 6 (six) working days: the Supplier will be required to pay the indemnity simply by sending report signed by PWG Srl and by the pro-tempore production manager; however, the right of PWG S.r.l. to ask the Supplier for compensation for greater damage, including that from customers of PWG S.r.l. in case of delay, resolution, or request for damages for defects caused and connected to this non-fulfillment.

2.5 The packaging of the goods is intended to be lost unless otherwise agreed in writing; the packaging must in any case be appropriate for the material supplied and the means of transport used.

3) Quality & acceptance of products

3.1 The Products must fully comply with the technical and functional specifications defined in the Order.

3.2 In order to verify this compliance, PWG S.r.l. will have the right to inspect and / or have third parties inspect the execution of the Products by third parties.

3.3 If a defect and / or a non-correspondence to what was ordered is found in the Products, also with respect to any technical specifications of PWG S.r.l., the Supplier must promptly remedy by repairing / replacing the Product. In the case of non-compliant Products, PWG Srl, at its choice, will also have the right to: (a) adapt the non-compliant Products with additional processing at its own expense and at the Supplier's expense (see point 2.4), (b) cancel the order with simple written communication to the Supplier, (c) refuse the individual Products or their components, or the entire lot of which they belong without requesting their replacement; in any case, the right of PWG S.r.l. to terminate the Supply Contract in the event of non-acceptance of the Products due to non-compliance of the same with respect to what was ordered and no amount for any reason will be due to the Supplier.

3.4 The rights of inspection and / or acceptance of the Products do not imply any waiver of PWG S.r.l. to assert any of its other legal and contractual rights, expressly including the warranty for defects and / or operating defects referred to in Article 4 and compensation for damage suffered.

4) Warranty against defects

4.1 Unless otherwise agreed in writing, all Products delivered by the Supplier will be covered by a guarantee of proper functioning for a period of not less than 12 (twelve) months from the date of delivery.

4.2 PWG S.r.l. shall have the right to obtain compensation from the Supplier for direct damages resulting from the defectiveness and / or non-conformity of the Product with respect to what was ordered.

5) Confidentiality

5.1 Any technical, technological, constructive and process information and any data, drawing or specification that is part of the know-how of PWG S.r.l. of which the Supplier comes into possession or in any case becomes aware as a result of the issuance of an Order or the execution of a Supply Contract must be considered strictly confidential and therefore subject to the obligation of confidentiality and custody, even if not covered by industrial secrecy . The Supplier undertakes to use such confidential information exclusively for the purpose of executing the Supply Contracts and to maintain the obligation of confidentiality and custody for the five (5) years following the completion of the supplies. Failure to comply with the aforementioned obligations, if it does not constitute a more serious violation pursuant to art. 622 and 623 of the Criminal Code, will be considered unfair competition action pursuant to art. 2598 and following c.c.

6) Security

6.1 The Supplier undertakes to supply only Products compliant with current legislation; the supplier undertakes to comply with all the requirements relating to substances regulated and / or banned by the European Union and, in particular, those indicated in regulation 2006/1907 / EC (REACH regulation).

6.2 In the event that the supplier produces or markets products outside the European Union, under his sole responsibility, he guarantees that all products comply with the European regulations and directives in force, both general, including those concerning health and prevention of accidents to workers, both specific, connected to the components used.

6.3 The supplier undertakes to keep himself informed about future developments, amendments and additions to EU directives.

7) Liability to third parties

7.1 In the event that PWG S.r.l is liable for civil and / or contractual liability arising from the defects and / or non-reliability of the Products provided by the Supplies, the Supplier shall be obliged to keep PWG S.r.l indemnity and to compensate for any damages sustained by PWG S.r.l itself. To this end, PWG S.r.l will promptly inform the Supplier of any third party disputes that may be attributable to the defective, non-conforming or untrustworthy products provided.

8) Industrial privatization rights

8.1 The partial, final results and / or realizations resulting from and deriving from the activities carried out by the Supplier in execution of Supply Contracts executed according to technical specifications provided by PWG Srl, will be the exclusive property of PWG S.r.l, together with all the inherent rights of intellectual property, without limitation of time and territory, and will not entitle the Supplier to any further compensation other than that agreed in the Supply Contract.

9) Trademarks

9.1 The Supplier may not modify, alter, obscure, remove or otherwise interfere with any trademark, service mark, trade mark, word mark, figurative mark or other distinctive sign that may be affixed to the supplies at the express request of PWG S.r.l.

9.2 The Supplier undertakes not to affix any of its own trademarks, service marks, trade marks, verbal marks, figurative marks or other distinctive signs on Products supplied on the basis of specific technical specifications of PWG S.r.l., without the prior written consent of PWG S.r.l.

9.3 It is therefore agreed that the violation of this prohibition will authorize PWG S.r.l. not to accept the aforementioned supply, to terminate the relative Supply Contract and to obtain compensation for the damage suffered.

10) Billing, payments and regulation of delayed payment

10.1 Invoices issued by the Supplier must be sent to PWG S.r.l. in digital format to the email office amministrazione@pwgsrl.com and report the indications of the Order number.

10.2 Payments will be made according to the methods and times indicated in the Order. In case of late payment, the Supplier will be obliged to send PWG S.r.l. a formal reminder before starting any debt collection action.

10.3 After thirty days from the payment term indicated in the Order, only legal interest will run in favor of the creditor; revalued interest cannot be applied and nothing is due by way of greater damage pursuant to art. 1224 of the Italian Civil Code. In the event that the payment term is not indicated, the one of use equal to 90 days / delivery date will apply.

11) Termination of supply contracts

11.1 In the event of failure, delay or incorrect execution of the Supply Contracts by the Supplier, PWG S.r.l. after the mandatory deadline indicated in the Order will have the right to terminate the relationship pursuant to art. 1454 of the Italian Civil Code, subject to notice to fulfill within 15 (fifteen) days free from the delivery date indicated in the Order; the warning to comply must be sent to the Supplier by certified email which will be given as a receipt and known only with the delivery certificate; in the event that the recipient does not have a PEC, the registered letter with return receipt can be used.

11.2 If within this period the Supplier has not remedied the total or partial non-fulfillment, without prejudice to the consequent automatic termination of the Supply Contract, PWG S.r.l. shall have the right, without the need for judicial action, to withhold, by way of an advance on the compensation for damages deriving from the non-fulfillment, the sums accrued in favor of the Supplier, even by virtue of supplies other than that not performed or performed incorrectly, with waiver of the Supplier now for then to any exception in this regard.

12) Withdrawal

12.1 PWG S.r.l. reserves the right to withdraw from Supply Contracts not yet fully executed by the Supplier, at its sole discretion and without any compensation or indemnity being requested from it in the event of one of the following hypotheses:

- 1) transfer by the Supplier of the company or branch of the company concerned by the services to which the Supplier is obliged pursuant to the Supply Contracts;
- 2) liquidation of the Supplier;

3) request for bankruptcy of the Supplier or for submission to other insolvency proceedings.

12.2 The Supplier must inform PWG S.r.l., by registered letter with return receipt, of the occurrence of one of the aforementioned hypotheses, within 15 (fifteen) days. solar from the date of the event. PWG S.r.l. may exercise the right of withdrawal referred to in this article by notifying the Supplier in the same manner (PEC which will be given as a receipt and known only with the delivery certificate; in the event that the recipient does not have a PEC, the registered letter with return receipt), to be sent within thirty (30) days. solar from receipt of the registered letter with return receipt. referred to in the previous paragraph. The withdrawal will take effect immediately, unless otherwise agreed between PWG S.r.l. and the Supplier for the completion of supplies not yet performed.

13) Force majeure

13.1 Where the supply cannot be carried out due to force majeure, the delivery terms are extended for a time equal to the duration of the force majeure.

13.2 If the cause of force majeure determines a significant delay in delivery, PWG S.r.l. has the right to revoke / cancel the order, in whole or in part by means of written communication to the Supplier.

14) Jurisdiction and italian jurisdiction

14.1 This contract is not subject to the rules of the Consumer Code Legislative Decree 206/2005, subsequent amendments and additions, and is governed by Italian jurisdiction pursuant to art. 25 L. 31.5.1995 n. 218, even in the case of a foreign Supplier.

14.2 For any controversy, the Court of Bologna is always competent, equally competent even in the case of compulsory or optional mediation.

Supplier confirms, approve and accept all the the clauses of these “TERMS AND CONDITIONS OF SUPPLY” and, pursuant to and for the purposes of articles. 1341 and 1342 of the Italian Civil Code, specifically approves the provisions referred to below: articoli 1, 2, 3, 4, 5 ,6, 7, 8, 9, 10, 11, 12, 13, 14

Castello D'Argile, Bologna, 30 march 2021

PWG Srl