

These Terms and Conditions of Purchase are subject to change and updating. All updates will be duly published on our website: <https://www.trbitaly.com/>.

The date of publication will be deemed the date of entry into force of the new conditions.

It is the Supplier's responsibility to check any updates to these terms and conditions on our website, before making the purchase.

## **Terms and Conditions of Purchase**

### **1. General provisions**

1.1. These Terms and Conditions of Purchase ("T&Cs"), as amended by the purchase order (if applicable), form an integral, inseparable and essential part of all contracts for the purchase of products, works or services (the "Product") made between T.R.B. Srl and its suppliers (the "Supplier") in any form (email, letter, fax, phone etc.).

1.2. These T&Cs are deemed to be accepted by the Supplier even in the absence of express acknowledgement and prevail over any terms and conditions of the Supplier. These Terms and Conditions also govern any previous purchase orders and cancel and replace any previous relationship and/or general condition of sale of the Supplier, whether printed or handwritten, relating to previous quotes, offers or order confirmations.

### **2. Packaging and transport documents**

2.1. The Products must be delivered to T.R.B. Srl in accordance with the purchase specifications or on the basis of the contents of the purchase order. Unless specific instructions are given, the Product must be packaged in accordance with the regulations and standards in force in the Member States of the European Union.

2.2. The Supplier is solely liable for any loss or damage to the Products deriving from the use of packaging which does not conform to the provisions of clause 2.1.

2.3. The costs of packaging the Product are included in the purchase price.

2.4. Each box or package must, where space permits, bear an external label clearly indicating the details required by laws in force in the Member States of the European Union and information relating to specific storage conditions. The label must also indicate: details of the Products, the batch number, quantity delivered, gross and net weights and length in metres, where applicable.

2.5. The Products must be accompanied by the transport note, to be compiled in accordance with the current legal requirements. The transport note must clearly indicate the destination of the Products ordered, the total weight, number of packages, quantity, the name of the parts and the article codes of T.R.B. Srl, the batch number, the number and date of the order, and any other information as necessary.

2.6. The Supplier shall pay any damages arising from any delay, loss or damage to the Products due to poor packaging, labelling or shipping.

### **3. Delivery dates**

3.1. The delivery dates stated on the purchase order and order confirmation are considered of the essence for T.R.B. Srl (Art. 1457 Civil Code) and therefore any changes to the terms of delivery must be expressly agreed in writing by T.R.B. Srl.

3.2. If the Supplier fails to deliver, by the date and according to the terms stipulated in the purchase order, all or part of the Products with the related paperwork, the Supplier will bear the full costs of any non-production incurred by T.R.B. Srl, without prejudice to the right of T.R.B. Srl to claim compensation for any further loss or damage.

3.3. The Supplier is also liable towards T.R.B. Srl for any loss or damage due to the non-fulfilment or late fulfilment of all or part of the purchase contract and for any damages, penalties and interest that T.R.B. Srl is required to pay to its own customers due to a breach of its own obligations as a result of the non-delivery or late delivery of the Products.

#### **4. Deliveries**

4.1. The Parties agree that the Products are delivered DAP at the plant of T.R.B. Srl, unless agreed otherwise in writing by the Parties.

4.2. Subject to the application of the Incoterms® rule in clause 4.1 or any other rule agreed in writing by the Parties, they agree that the ownership of the Products and therefore the risk of loss or perishment is transferred to T.R.B. Srl at the time of delivery not only of the Products but also of all the paperwork necessary for shipping the Products and all the necessary technical documentation and certificates.

#### **5. Acceptance**

5.1. The mere delivery of or payment for the Products does not equate to acceptance. The Products will only be considered accepted after the quality controls have been carried out by T.R.B. Srl.

5.2. The Supplier guarantees that the quantity of Products will conform to the quantity agreed and declared in the transport or delivery note. If, on checking the Products, the quantities of parts ordered are found to be different, T.R.B. Srl may, at its sole discretion, exercise one or more of the following options:

- (a) accept the differences in quantity with the right to vary the quantities of future consignments;
- (b) reject the surplus Products, at the risk and expense of the Supplier;
- (c) request the Supplier to ship the missing Products immediately, provided that any additional cost or expense in this regard is borne solely by the Supplier.

#### **6. Conformity**

6.1. The Products must conform to the plans, technical documentation (specifications, terms of reference, standards, drawings etc.) of T.R.B. Srl. If the technical documentation is unavailable, the samples submitted to T.R.B. Srl by the Supplier for approval, and approved by T.R.B. Srl, or the samples sent by T.R.B. Srl to the Supplier, will be used as a reference, as the case may be.

6.2. Any technical modifications, including minor changes, must be indicated in a supplementary clause approved in writing by T.R.B. Srl.

6.3. The Products must also conform to the characteristics, rules, regulations and laws in force in the Member States of the European Union, with particular regard to the rules on health, safety, hygiene and the environment.

6.4. The Supplier warrants to T.R.B. Srl and will indemnify the latter in respect of any consequences or claims for damages that may arise as a result of the failure to observe the requirements indicated in this clause 6.

6.5. At the request of T.R.B. Srl, the Supplier will supply with Products together with the certificate of origin.

6.6. For each delivery, the Supplier will supply the certificates of conformity and acceptance, with an indication of the measured values of the characteristics listed in the technical purchase specifications.

## **7. Changes to Quantities and Variants**

7.1. During the period between the issue of the order by T.R.B. Srl and the date of fulfilment by the Supplier, T.R.B. Srl may request the Supplier in writing to vary the quantities and/or the Products themselves.

7.2. The Supplier hereby agrees to fulfil such requests.

7.3. If such changes or variants lead to an increase or decrease in the costs incurred by the Supplier or by T.R.B. Srl and/or changes to the time required to deliver the Products, an appropriate change to the prices and terms of delivery will be agreed by T.R.B. Srl and by the Supplier, and this will be regulated by a change to the purchase order.

## **8. Fixed prices**

8.1. The Product prices are fixed and may not be changed. The Supplier expressly waives any request to increase the prices.

8.2. The Supplier must provide advance notice of any price increases but, in any case, such increases will only be valid and binding upon T.R.B. Srl if agreed in advance in writing by the latter.

## **9. Invoicing and Payments**

9.1. The invoice for the Products must bear the full company name of T.R.B. Srl together with the VAT number, number and date of the transport note, the order number, unit of measurement, parts list and the transport document number.

9.2. To ensure that the agreed terms of payment are respected, invoices must be received by T.R.B. Srl no later than 5 days after the date of issue of the invoice, preferably in electronic format, by email.

## **10. Warranties**

10.1. The Supplier warrants that the Products are free from flaws, defects or non-conformities verified at any time, before or after use by T.R.B. Srl, and after delivery to the customers of T.R.B. Srl for sale.

10.2. The Parties agree that the warranty for flaws and defects in the Products will run for 24 months from the date of delivery.

10.3. If flaws, defects or non-conformities are found in the Products, T.R.B. Srl may, at its sole discretion, exercise one or more of the following options:

(a) reject the entire batch;

(b) reject only the defective parts, charging the Supplier for the costs incurred in sorting the Products;

(c) charge the Supplier the full cost incurred due to production lost by T.R.B. Srl;

(d) charge the Supplier the full cost of the technical assistance provided by T.R.B. Srl to the customer in order to replace the defective Products, and any other cost borne by T.R.B. Srl.

10.4. The Supplier is liable towards T.R.B. Srl in respect of any flaw, defect or non-conformity found in the Products, even if caused by processes and/or materials bought by the Supplier from its own sub-suppliers.

## **11. Drawings, Technical Documentation, Secrecy**

11.1. The Supplier, also on behalf of its employees and/or contractors, undertakes not to disclose or to allow third parties to obtain any copy and/or use directly or indirectly in any form the drawings or other technical documents received from T.R.B. Srl in relation to the order.

11.2. The Supplier shall return to T.R.B. Srl, at the request of the latter whether in writing or verbally, all the drawings and other technical documentation received in relation to any purchase order for the Products. The Supplier shall also observe and ensure that its employees and contractors observe the strictest secrecy in relation to said drawings and documents, under penalty of termination of contract and compensation for damages.

11.3. The Supplier will not disclose for advertising purposes any details of the purchase orders sent by T.R.B. Srl, unless expressly authorised to do so in writing by T.R.B. Srl.

## **12. Right of Cancellation**

12.1. T.R.B. Srl has the right to cancel the purchase order at any time with immediate effect and will inform the Supplier promptly in writing. The Supplier will only be reimbursed for the costs incurred up until the date of notification, less the retail value of all the re-usable or saleable materials and equipment.

## **13. Express termination clause**

13.1. The non-fulfilment and/or inaccurate and/or delayed fulfilment of even one of the obligations accepted by the Supplier under clauses 6, 8, 11 and 15 of these T&Cs will give T.R.B. Srl the right to declare the purchase order legally terminated pursuant to Art. 1456 of the Civil Code, without prejudice to compensation for damages.

13.2. In any case of termination, at the request of T.R.B. Srl, the Supplier is required to return at its own care and expense, within no more than 5 days, all the materials and documents received in relation to the order, and hereby waives any claim, demand or action aimed at refusing and/or delaying such return. The Supplier may not exercise any right of retention over such materials and/or documents nor make any claim whatsoever, until such time as the materials have been returned in full.

## **14. Third-party rights**

14.1. The Supplier shall indemnify T.R.B. Srl and/or its customers in respect of all and any demand for payment made at any time by any providers of the Supplier, in connection with work performed or services rendered in relation to the Supplier's work.

14.2. If the Supplier fails to make payment or upon settlement of the claim or if the claim is satisfied within 15 days from receipt of the notification, T.R.B. Srl is authorised to deduct or retain the sums necessary to satisfy the claim or right from the amount due to the Supplier, until the claim is revoked and the full amount of the risk has been discharged.

## **15. Assignment of contract and sub-suppliers/sub-contractors**

15.1. The purchase order and/or its execution may not be assigned in full or in part, except with the prior written consent of T.R.B. Srl.

15.2. If T.R.B. Srl authorises the Supplier to subcontract to a third party, all the obligations and clauses in these T&Cs will be extended to include the subcontractors.

15.3. The authorisation of T.R.B. Srl does not relieve the Supplier of its obligations deriving from the purchase order and from these T&Cs.

15.4. If, during the fulfilment of the order, T.R.B. Srl at its sole discretion considers that the subcontractor is not capable of completing the work and if the supplies are at a stage when there is

likely to be a delay to the contractual delivery times, T.R.B. Srl may send the Supplier a written warning. The Supplier will then be obligated to observe the warning, terminate the subcontract as quickly as possible and fulfil the outstanding commitments.

#### **16. Non-assignment of receivables**

16.1. Unless agreed otherwise in writing, none of the receivables due to the Supplier may be assigned and the Supplier thus remains liable towards T.R.B. Srl for any breach of this clause.

#### **17. Force majeure**

17.1. The contractual delivery dates may be varied without any penalty for the Supplier, if a force majeure event occurs within the contractual delivery period; force majeure events are those deriving from acts of a government, wars, uprisings, insurrection, sabotage, fires, floods, epidemics, explosions or national industrial action. The Supplier will promptly inform T.R.B. Srl by registered post of the start and end of any force majeure event.

17.2. Under no circumstances will delays by the Supplier's subcontractors be considered causes of force majeure.

17.3. If a force majeure event delays a delivery by more than 30 days, or by a shorter period but one that is not compatible with the production requirements of T.R.B. Srl, then T.R.B. Srl shall be entitled to fully or partially terminate the order at any time after giving notice in writing to the Supplier. In such a case the Supplier will only be paid for the materials which can be collected and used by T.R.B. Srl.

#### **18. Checks on the Supplier**

18.1. T.R.B. Srl has the right, at its sole discretion and without requiring any justification, to carry out inspections of the Supplier's premises in order to verify the quality system, processes, production and/or testing methods used.

18.2. T.R.B. Srl will arrange with the Supplier the date and procedure for the visit in each case.

#### **19. Applicable law and competent Court**

19.1. These T&Cs are governed by the laws of Italy.

19.2. For any dispute that may arise from the interpretation and/or execution of these T&Cs, the Parties agree that the Court of Reggio Emilia shall have sole jurisdiction.