

## **GENERAL TERMS AND CONDITIONS OF PURCHASE**

### **1. Nature, validity and effectiveness of the general terms and conditions**

**1.1** These general terms and conditions govern the purchase of products by **EUS S.p.A.**, 15 Via Provinciale, 25057 Sale Marasino (BS), VAT number 01030200172 (referred to herein as EUROSWITCH).

All contracts covering the purchase of products by E U S from third parties (SUPPLIER) are governed by these General Terms and Conditions of Purchase, which form an integral and essential part of any inquiry or product purchase order, regardless of whether specific reference is made to them.

**1.2** Any derogations, modifications to or departures from these General Terms and Conditions of Purchase by the SUPPLIER must be specifically authorised in writing by EUROSWITCH.

**1.3** The Supplier cannot invoke or refer to terms and conditions other than those contained herein and/or in the purchase order. Therefore, conditions specified by the SUPPLIER attached to or written on the order confirmation will be deemed null and void. The SUPPLIER shall remain bound by these General Terms and Conditions of Purchase regardless of whether the Supplier's order confirmation is subject to conditions in conflict with those set out herein or they have been explicitly rejected by EUROSWITCH.

**1.4** These general terms and conditions are valid for an indefinite period of time and are deemed to be known to the SUPPLIER upon the signing and/or execution of the supply contract as specified in article 2 below.

**1.5** Any agreements, minutes, declarations or commitments made by EUROSWITCH's agents, employees and officers before, concurrently with or after the publication of these terms and conditions on the website shall not be binding on EUROSWITCH unless they are confirmed by EUROSWITCH in writing.

### **2. Quotations**

All quotations shall be submitted by the SUPPLIER in writing at no charge for EUROSWITCH. All costs incurred for drawing up the offer (e.g. trips and drawings) shall be paid by the SUPPLIER. Quotations shall contain full details allowing immediate identification of the contents, including EUROSWITCH's inquiry number (if provided) and the name of the employee handling it.

All the documents, materials and other items supplied by EUROSWITCH (e.g. drawings, sketches, calculations, samples, models and data recording means) are and will continue to remain EUROSWITCH's exclusive property and shall not be placed at the disposal of third parties without EUROSWITCH's prior written approval, nor shall they be used by the SUPPLIER for purposes other than those for which they were supplied.

### **3. Purchase orders and confirmations**

**3.1** Purchase orders issued by EUROSWITCH are governed by these General Terms and Conditions of Purchase and contain the order number and date, a description of the product, the quantity required, the price, the date and place of delivery, the conditions of payment, and the transport and packaging costs.

**3.2** EUROSWITCH's purchase orders must be confirmed by the SUPPLIER by e-mail to [info@euroswitch.it](mailto:info@euroswitch.it).

**3.3** By confirming the order, the SUPPLIER waives its own general and special conditions of sale, even if attached to the quotation and/or the order confirmation or contained in brochures, catalogues, websites, drawings, invoices or the like, only these General Terms and Conditions of Purchase being applicable and binding on the parties.

### **4. Delivery and execution**

**4.1** The methods for delivering products ordered by EUROSWITCH are specified on the purchase order.

**4.2** The product delivery times and dates specified on the purchase order and acknowledged by the SUPPLIER are essential and binding, and hence cannot be modified. The SUPPLIER agrees to inform EUROSWITCH immediately in writing if it becomes aware that it is unable to comply with the delivery terms for part or all of the order.

**4.3** If the SUPPLIER delivers products with a delay of more than 5 working days, regardless of the reason, EUROSWITCH is entitled not to accept the goods, terminate the contract at no charge to it and demand compensation from the SUPPLIER at a standard rate of 10% of the value of the goods for each week of delay, reserving the right to claim for further damage suffered.

**4.4** Product consignments by the SUPPLIER must be limited to the quantity ordered. Excess quantities will not be accepted unless authorised. The SUPPLIER shall collect rejected products at its own expense.



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#### **5. Prices and payment**

**5.1** Prices are considered firm and shall not be revised or increased by the SUPPLIER.

**5.2** Invoices will be paid as and when agreed by the parties and specified on the purchase order confirmed by the SUPPLIER.

**5.3** Under no circumstances shall any amounts owed by the SUPPLIER to EUROSWITCH for the purchase of products be transferable to third parties.

#### **6. Warranty and liability**

**6.1** All products delivered by the SUPPLIER shall be covered by a performance warranty for at least 24 (twenty-four) months as from the date of delivery, unless the warranty period provided by law or granted by the SUPPLIER is longer.

**6.2** The SUPPLIER warrants that all products delivered are free from flaws and defects and comply with the applicable legal and statutory requirements, as well as the agreed technical specifications in terms of capacity and utility, and are suitable for their intended use and applications.

**6.3** EUROSWITCH's claims concerning product defects shall be deemed as duly reported on time if they are received by the SUPPLIER within four weeks of receipt of the goods in case of apparent defects or of acknowledge of the defect in case of hidden defects.

If any products are found to be faulty, EUROSWITCH shall be entitled either to request the SUPPLIER to repair the defective products or, at its own discretion, to supply defect-free products as replacements. In either case, the Supplier shall sustain all repair or replacement costs incurred.

**6.4** The SUPPLIER is the sole party liable for damages and costs sustained for any claims raised by any party against EUROSWITCH in connection with defective products (including, by way of a non-limiting example, any costs for infringement of third-party industrial/intellectual property rights, recall of products from the market), any delays in delivering the products (including, by way of a non-limiting example, halts in production, the inability to supply customers or contract penalties) or any damage, defect or malfunction that can cause or have caused damage to third parties. The SUPPLIER shall indemnify and hold EUROSWITCH harmless for and against any monetary claims received.

In this regard, the SUPPLIER agrees to take out a liability insurance policy for a suitable sum, notwithstanding EUROSWITCH's right to claim further damages.

#### **7. Confidentiality**

All documents (e.g. sketches, drawings, samples, models and computer data and programmes) that EUROSWITCH consigns to the SUPPLIER are and will continue to remain the sole property of EUROSWITCH and shall be treated by the SUPPLIER as strictly confidential and returned on demand.

Documents may only be used by the SUPPLIER in connection with its business relations with EUROSWITCH. Information disclosed for executing orders, especially when connected with research and development and commercial activities, shall be treated by the SUPPLIER as confidential both during and after execution of the order.

The SUPPLIER shall return or destroy (at EUROSWITCH's discretion) all documents and information received from EUROSWITCH, including all copies thereof and all documents referring to or including such information. The SUPPLIER shall provide EUROSWITCH with written confirmation thereof within fifteen (15) days after the request for elimination.

Any components or prototypes provided by EUROSWITCH are and shall remain the exclusive property of EUROSWITCH, and shall be handled by the Supplier on EUROSWITCH's behalf.

Any tools, equipment and dies paid for partly or entirely by EUROSWITCH and used to make the products are or become the sole property of EUROSWITCH and will be considered as on loan to the SUPPLIER, which is responsible for storing, using and maintaining them properly, and shall, on request, return them intact and in perfect working order.

#### **8. Intellectual and Industrial Property Rights**

The SUPPLIER shall be responsible for ensuring that the Product sold to EUROSWITCH is not covered by third party patents and/or other intellectual and/or industrial property rights. The SUPPLIER shall carry out this check at its own expense before selling the Product.

In no case shall EUROSWITCH be held liable for the infringement of any third party intellectual and/or industrial property rights on the products purchased from the SUPPLIER, who shall be responsible for such infringements, agreeing to indemnify and hold EUROSWITCH harmless from any compensation request made by third parties in relation to the infringement of third party intellectual and/or industrial property rights.

#### **9. Diversion of employees**

The SUPPLIER is firmly committed towards EUROSWITCH, both during and for a period of 5 (five) years following the termination of the business relations between the Parties, to refrain from offering, directly or indirectly, any employment opportunities to EUROSWITCH'S employees and/or collaborators and/or consultants, including external ones (both individuals and companies), including those not directly involved in the execution of this contract.

#### **EUS S.p.A.**

Via Provinciale n.15 - 25057 Sale Marasino (BS) Italy  
Tel. +39 030 986549 - Fax. +39 030 9824202

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[info@euroswitch.it](mailto:info@euroswitch.it) - [www.euroswitch.it](http://www.euroswitch.it)



Any infringement of the aforementioned ban shall entail the obligation for the CONTRACTOR to compensate EUROSWITCH for any damages suffered.

#### **10. Jurisdiction**

**10.1** Any disputes arising out of or in relation with the existence, execution, interpretation, validity, breach or termination of these General Terms and Conditions of Purchase shall be settled solely by Italian courts.

**10.2** EUROSWITCH and the SUPPLIER agree that any dispute arising out of or in connection with these general conditions of purchase, including any dispute relating to their existence, execution, interpretation, validity, non-fulfilment or termination, shall be referred to the exclusive jurisdiction of the Court of Brescia (BS-Italy).

#### **11. Applicable law**

These General Terms and Conditions of Purchase are governed and shall be interpreted solely by Italian law.

The application of the Vienna Convention, as well as that of any other international treaty is ruled out, since these General Terms and Conditions of Purchase and all disputes relating thereto shall be governed exclusively by Italian law.

#### **12. Express termination clause**

EUROSWITCH is entitled to terminate the purchase contract and cancel all outstanding orders with immediate effect, pursuant to art. 1456 of the Civil Code by sending a communication to the SUPPLIER by registered letter with acknowledgement of receipt or by Certified Electronic Mail, as well as in the cases provided for and permitted by law and in the case of breach and/or non-fulfilment of these terms and conditions of purchase on the part of the SUPPLIER, including in case the SUPPLIER is under winding-up, in state of insolvency, subject to insolvency proceedings, seizure or forced execution of its assets and in general any event reasonably suggesting that the SUPPLIER is unable to fulfil its obligations under the purchase contract.

#### **13. Personal data processing**

Pursuant to Legislative Decree 196/03 and European Regulation 679/2016, insofar as these regulations are applicable, EUROSWITCH and the SUPPLIER undertake - on the basis of a legitimate interest - to process the personal information that they have at their disposal (including information from their respective employees, collaborators and consultants relating to their business activities, and by way of a non-limiting example: company contact details, company position, location) solely for the purpose of fulfilling contractual obligations and legal regulations, as this processing does not require consent.

Both parties undertake, on their own behalf, to inform their employees of the processing necessary for the fulfilment of the obligations taken on by signing this contract.

Personal data shall be processed either manually or by electronic means, without being disclosed or communicated to anyone, except to public authorities that may request it by virtue of a reasoned measure and, for the purpose of exercising the right, including the right of defence, to experts, consultants and solicitors.

Personal data shall be retained for the duration provided for by the Aquilian Action statutory period pursuant to art. 2043-2051 of the Italian Civil Code, after which they shall be destroyed.

Data subjects shall be entitled to the rights set forth in Articles 12, 13, 15 to 22 of EC Regulation 679/2016, which they may exercise, either directly or through a proxy, by contacting the Data Controller at the registered offices of the companies involved as recorded in the Register of Companies and/or public registers containing the public administration's contact details.

Pursuant to art. 13 of EC Regulation 679/2016, Data Subject are entitled to contact the competent national data protection authority in order to exercise their rights.

For the purpose of ensuring effective possibility of exercising the data subject's rights pursuant to articles 12 subsection II, 15 to 22 of EC Regulation 679/2016, EUROSWITCH and the SUPPLIER hereby undertake to cooperate without delay in order to enable the data subjects to exercise the rights referred to in the aforementioned legislation.

#### **14. Final clauses**

**14.1** The original text of these General Terms and Conditions of Purchase is written only in Italian and is the only original and binding text between the Parties.

**14.2** Notwithstanding the provisions set forth under point 14.1 above, the original Italian text of these general terms and conditions may also be translated by EUROSWITCH into other foreign languages for the sole purpose of facilitating the dissemination of the provisions contained herein among its customers and without this in any way impairing the exclusive validity of the Italian original text for the Parties hereto.

**14.3** These general terms and conditions supersede and replace any previous General Terms and Conditions of Purchase posted on the EUROSWITCH portal or appearing in company documents and written or verbal communications between EUROSWITCH and SUPPLIER.

**14.4** Should one or more of the clauses contained in these general terms and conditions or in the purchase order be annulled or be declared null and void or ineffective according to law, the validity of the remaining clauses shall remain unimpaired.



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**14.5** Failure to exercise any of the provisions, rights or entitlements provided for herein shall neither prevent nor prejudice the right to subsequently enforce such provisions, rights or entitlements, or any other provisions, rights or entitlements granted by these general terms and conditions.

**14.6** All information relating to either party, the way in which the business is conducted, the products and in general any information known as a result of or during the relationship being established, is of a confidential and reserved nature and consequently may neither be disclosed to third parties nor be used for purposes unrelated to the proper conduct of the business relationship.

**14.7** All licence rights relating to the production, marketing, sale and use of the products provided to the SUPPLIER, as well as anything that may in any way be discovered, invented and designed in the performance of the business relationship, are and shall be the exclusive property of EUROSWITCH.

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