

**GENERAL TERMS AND CONDITIONS OF
PURCHASE 2026
PUBLISHED ON THE ANSELMO WEBSITE
WWW.ANSELMOITALIA.COM**

ANSELMO IMPIANTI S.R.L.

WITH REGISTERED OFFICE AT

VIA DELLA ZECCA N° 1

BOLOGNA

ITALY

(HEREINAFTER “**BUYER**”)

1. DEFINITIONS

In these Conditions, the following words shall have the following meanings:

"Buyer"	means ANSELMO IMPIANTI S.r.l., as identified in the relevant Order.
"Seller"	means the company to which the BUYER places an Order to which these conditions of purchase are attached for the purchase of the Products, and such expression shall include (jointly or severally) any principal on whose behalf the SELLER accepts an Order.
"Contract"	means any contract entered into between the BUYER and the SELLER for the sale and supply of the Products pursuant to the Order.
"Products"	means the products designated or referred to in the Order.
"Delivery"	means the delivery of the Products by the SELLER in accordance with the terms and conditions agreed in each Order.
"Order"	means the written purchase order issued by the BUYER to the SELLER.
"Technical Specification"	means the technical description, including drawings, or any other description (whether as to quantity, quality, price, weight or otherwise) of the Products set out or referred to in the Order and in the Seller's offer, together with any time-related performance and/or other characteristics and details contained in the Order and in the Offer.

2. BASIS OF PURCHASE

- 2.1. All contracts shall be performed on the basis of these General Terms and Conditions of Purchase, together with any special conditions agreed between the BUYER and the SELLER at any time prior to or together with the Order and the Order Confirmation. It is understood that, in the event of any discrepancy between the contractual terms set out in the Order and any other document sent by the Seller to the Buyer, in particular the Offer and/or the Order Confirmation, the terms of this Order shall prevail. Any variations and/or amendments to such conditions may only be made by means of a document signed by the BUYER and the SELLER.
- 2.2. No term or condition put forward by the SELLER to the BUYER, irrespective of its date, shall prevail over these Conditions.
- 2.3. Each Order shall be deemed to constitute an offer by the BUYER to purchase the Products subject to these Conditions, and the dispatch or delivery of the Products by the SELLER to the BUYER shall be deemed conclusive evidence of the SELLER's acceptance of these Conditions.

3. ORDERS

- 3.1. The BUYER shall be bound by an Order issued by the BUYER to the SELLER.
- 3.2. The BUYER shall be entitled to cancel any Order, and consequently to terminate the Contract to which it relates, which is not accepted unconditionally by the SELLER in writing within 24 (twenty-four) hours of its date. Should the Supplier fail to confirm the Order, the BUYER shall be entitled to cancel the order and to claim any resulting damages.
- 3.3. The BUYER may request modifications to the Products within 30 (thirty) days of the date of the Order.

4. WARRANTY, QUALITY, DESCRIPTION

- 4.1. In addition to and without prejudice to all other conditions or warranties, whether express or implied, the SELLER expressly warrants as follows:
 - a) at the time of Delivery of the Products and for a reasonable period thereafter (having regard to the nature of the Products concerned), the Products shall be of merchantable quality and fit for purpose, free from defects and/or damage caused by improper storage or otherwise, of the nature, substance and quality described in the Order and in the Order Confirmation, and shall

conform to any Specification, design, drawing or sample referred to in the Order; and the SELLER and/or the Products (as the case may be) shall comply with the requirements of all Laws, Rules and Regulations of the European Union, as well as all acts of the Italian Parliament and/or Government and all other requirements (whether national or international) applicable to the manufacture, storage and delivery of the Products;

- b)** the SELLER shall be liable for and shall indemnify the BUYER against all liabilities, losses, costs, damages, claims and expenses (including legal fees and all consequential losses or damages) which would not have been caused or incurred had the SELLER performed its express or implied obligations under the Contract.
- 4.2.** Where the Products and/or their supply and/or their use are subject to statutory provisions or other safety regulations, the SELLER shall provide the BUYER with all qualifications, approvals and/or certifications or other information required by the BUYER under such regulations, or deemed necessary and requested by the BUYER in order to verify compliance therewith.
- 4.3.** The SELLER shall, upon 10 (ten) days' prior written notice, grant the BUYER's authorized representatives' access and facilities at reasonable times to inspect all premises in which the Products to be purchased by the BUYER are manufactured, produced or stored, and to examine the materials to be used in such manufacture and/or production. Following such inspection and examination, the BUYER shall be entitled to make written recommendations to the SELLER regarding the manufacture, production or storage of the Products, which the SELLER shall implement immediately upon receipt of such notice; in the event of failure to comply within 5 (five) days of the BUYER's written notice, the BUYER shall be entitled to refrain from placing any further orders with the SELLER. For the avoidance of doubt, such compliance, assistance, inspection or examination shall not derogate from the SELLER's other obligations under these Conditions. The BUYER shall be entitled at any time to request photographs, videos or other material concerning the progress of the manufacture of the Products.
- 4.4.** Without prejudice to any other remedy, the BUYER shall be entitled to reject or refuse to accept any Product which does not conform to the Order, subject to written notice of the non-conformity of the Products being given to the SELLER within 60 (sixty) days of its discovery.
- 4.5.** Where the BUYER is entitled to reject or refuse the Products:
 - (a)** the BUYER shall not be obliged to return the Products to the SELLER but, should it elect to do so, they shall be returned at the SELLER's cost and risk;
 - (b)** at the BUYER option:

- (i) the SELLER shall replace the Products or repair them by sending, at its own expense, technical personnel to the BUYER's premises within 5 (five) days of the BUYER's written request;
 - (ii) should the SELLER fail to comply with the obligation set out in the preceding paragraph, the BUYER shall be entitled to terminate the Contract for just cause attributable to the SELLER and to demand the immediate refund of any part of the price of the defective Products already paid by the BUYER, without prejudice to any other remedy, in addition to a penalty of 5% (five per cent) of the price of the defective Products, as well as any further damages. The return of the defective products shall be at the SELLER's charge and expense.
- (c) if requested by the BUYER, the SELLER shall destroy all Products bearing the name or trademarks of the BUYER or of any of the BUYER's customers.

5. INDEMNITY

- 5.1. The SELLER shall be liable for and shall indemnify and hold harmless the BUYER from and against all liabilities, losses, costs, damages, claims and expenses (including legal fees and all consequential losses or damages) incurred by or brought against the BUYER by third parties which would not have been caused or brought had the SELLER performed its express or implied obligations under the Contract, including, without limitation:
 - (a) in respect of any breach of the warranty given by the SELLER in relation to the Products;
 - (b) in respect of death or personal injury, loss of or damage to property, and all sums expended by the BUYER in procuring alternative supplies of all or any of the Products (including sums expended as a result of any increase in costs and compensation for any losses suffered by the BUYER due to consequent delays);
 - (c) arising from the acts and omissions of the SELLER, its subcontractors or their respective employees or agents;
- 5.2. The SELLER shall take out and maintain one or more insurance policies covering the above liabilities relevant to the Contract, for such amounts as the BUYER may require, and shall produce such policy or policies and evidence of payment of the relevant premiums if so requested by the BUYER. Should the SELLER fail to keep such insurance policies in force, the BUYER shall be entitled to take them out on behalf and at the expense of the SELLER.
- 5.3. The SELLER shall furthermore be liable for and shall indemnify the BUYER from and against any claim for infringement of any

confidentiality obligation, patent, copyright, registered design or trademark or other intellectual property rights arising from the use or sale of the Products supplied (save where and to the extent that the same have been manufactured or produced in accordance with any Specification or drawing supplied by the BUYER), and against all losses, costs, damages, expenses and/or claims for compensation for which the BUYER may become liable as a result of any such action.

6. DELIVERY TIMES

- 6.1. Time for Delivery as stated in the Order shall be of the essence, except where such date is stated to be approximate or is not specified.
- 6.2. If the SELLER is not, or is likely not to be, able to effect Delivery on or before the date specified in the Order, the SELLER shall notify the BUYER in writing, within 24 (twenty-four) hours of receipt of the Order, of the relevant circumstances together with the date on which the SELLER reasonably expects to be able to fulfil the Order.
- 6.3. Notwithstanding the giving of such notice as set out above (unless the BUYER has granted the SELLER a written extension and such period has not expired), the SELLER's failure to comply with its delivery obligation within the time limit stated in the Order shall entitle the BUYER to terminate the Contract, without prejudice to any further action for additional damages. In such event, title to and risk in the Products already delivered and affected by such written notice shall revert to the SELLER at its own cost and risk, and the SELLER shall be bound to refund any sum already paid by the BUYER in connection with the Contract, together with a daily penalty of 1% (one per cent) of the price of the Products to be delivered.

7. DELIVERY

- 7.1. The Products, adequately packed and secured so as to reach their destination in good condition, shall be delivered DAP Incoterms ICC 2020, unless different delivery terms are agreed in the Order and in the Order Confirmation. Each package of Products shall be marked so as to show the Order number, contents, quantity, item/batch code, date of manufacture or production, the appropriate date marking and the name of the carrier.
- 7.2. Delivery shall take place upon signature of the transport document for the Products by an employee or authorized representative of the BUYER.
- 7.3. Should the Products be delivered before the Delivery date specified in the Order without the BUYER's express written consent, the BUYER shall be entitled to refuse to take delivery of the Products or to charge the SELLER with the costs of insuring and storing the same until the Delivery date stated in the Order.

- 7.4 Should delivery of the Products be delayed for reasons attributable to the SELLER, the BUYER shall be entitled, at its sole discretion, to set a new delivery and payment deadline in order to allow the BUYER to reschedule production. In any event, the BUYER shall be entitled to request the SELLER to postpone delivery by giving 30 (thirty) days' prior written notice.
- 7.5 If for any reason the BUYER is unable to accept Delivery of the Products at the agreed time and when they are ready for Delivery, and so notifies the SELLER, the SELLER shall store the Products for such period as is reasonable in the circumstances, shall safeguard them and take all appropriate measures to prevent their deterioration until their actual Delivery, which shall take place upon the BUYER's written request and not earlier than 10 (ten) days from receipt of such notice.

8. PACKAGING

- 8.1. The BUYER shall not be required to pay for returnable packaging unless expressly agreed in writing.
- 8.2. Packaging shall be carried out in accordance with the BUYER's instructions and shall in any event be suitable for/compliant with transport requirements. Any other returnable packaging other than *containers* shall be supplied free of charge by the SELLER and shall be returned upon request, at the SELLER's risk and expense.

9. PRICE AND PAYMENT

- 9.1. The price of the Products shall be as specified in the Order and, unless otherwise agreed in writing, shall be deemed inclusive of VAT (where applicable), packaging, transport and insurance of the Products until Delivery thereof has been completed.
- 9.2. Settlement of invoices shall be conditional upon all the data on the SELLER's invoice matching those stated in the Order or in the Order Confirmation. In particular, in order for invoices to be settled by the BUYER, the SELLER shall state the BUYER's order number on each invoice submitted.
- 9.3. No increase in the price stated in the Order may be made for any reason whatsoever without the SELLER having obtained the BUYER's written consent.
- 9.4. No payment on account of the price shall constitute an admission by the BUYER that the SELLER has duly performed its obligations under the Contract.
- 9.5. Unless otherwise provided in the Order, the price shall be

paid by the BUYER to the SELLER within 120 (one hundred and twenty) days of the Delivery date. Where the product is subject to acceptance testing, payment shall be made only following the successful outcome of such testing and the relevant sign-off by the BUYER.

- 9.6. In the event of defective and/or late Delivery, the BUYER shall be entitled to withhold payment of a proportionate part of the price until proper performance has been rendered.

10. RISK AND TITLE

- 10.1. Risk of damage to or loss of the Products during transport shall pass to the BUYER upon Delivery in accordance with the Incoterms set out in Article 7 of these General Terms and Conditions of Purchase. The BUYER nevertheless reserves the right to verify the integrity of the products after unloading, within the applicable warranty period.
- 10.2. Title to all Products supplied under the Contract shall pass to the BUYER upon delivery, in accordance with the Incoterms set out in Article 7 of these General Terms and Conditions of Purchase or in each Order.

11. SPECIFICATIONS AND DESIGNS

- 11.1. Any price stated in the Order shall be deemed to include the price of any design work.
- 11.2. By these Conditions, the Buyer does not grant the Seller any license or any industrial or intellectual property right in respect of the drawings and technical elements of which the Product is composed. Such rights (including those relating to Technical Specifications, designs, technical plans, diagrams, technical drawings and serial codes) shall remain the exclusive property of the Buyer.
- 11.3. For the purposes of these General Conditions, "Confidential Information" means any information held by the Buyer which is directly or indirectly connected with the Product, including, by way of example only and without limitation, data, know-how, formulae, processes, drawings, sketches, photographs, designs, drafts, specifications, samples, reports, price lists, supplier lists, studies and any other item which is not generally known or available in public registers. The Seller shall take all necessary measures to ensure that its representatives, officers and employees do not disclose or use such information for purposes other than those of this Contract. Technical information supplied to the Seller in the course of the Contract shall remain the exclusive property of the Buyer and may not be copied, reproduced or used for purposes other than the performance of this Contract. The Seller undertakes to keep such information confidential and not to use it for its own benefit or that of third parties, nor to the detriment of the Buyer, unless disclosure is required by a competent judicial or administrative Authority, and

provided that the Seller takes every possible measure to preserve its confidentiality.

12. CANCELLATION AND TERMINATION OF THE CONTRACT

- 12.1. In addition to the right to terminate the contract under Article 3.2 of these General Terms and Conditions of Purchase, the BUYER shall be entitled to terminate the Order in respect of all or part of the Products by giving notice to the SELLER at least 15 (fifteen) days prior to the SELLER's acceptance of the Order. In such event, the BUYER shall not be liable for any loss or damage arising from such cancellation.
- 12.2. Without prejudice to any other right or remedy to which it may be entitled, either party may terminate the Contract with immediate effect and without any liability in the event that:
- a) the other party becomes bankrupt or is unable to meet payment terms as they fall due or to pay its creditors, or the other party becomes subject to insolvency proceedings or any other insolvency, winding-up or liquidation procedure, whether judicial or out-of-court (other than a voluntary liquidation for the purpose of reconstruction or amalgamation), or an administrator or receiver is appointed over all or part of its assets or undertaking;
 - b) the other party commits a material breach of its obligations. The parties agree that any breach of the obligations set out in the following Articles shall be deemed material, irrespective of its seriousness: 4, 5, 6 and 7 of these General Terms and Conditions of Purchase;
 - c) the terminating party receives information which reasonably leads it to believe that the SELLER is not able to perform the contract satisfactorily and/or within the agreed time limits;
- 12.3 In any of these circumstances, either party shall be entitled to terminate the Contract in whole or in part by giving written notice.

13. ASSIGNMENT AND SUBCONTRACTING

- 13.1 The SELLER shall not assign or subcontract the Contract or any part thereof without the BUYER's express written authorization.
- 13.2 Any authorization granted by the BUYER to the SELLER to subcontract the Contract or any part thereof shall not relieve the SELLER of any of its obligations under the Contract, nor shall it impose on the BUYER any

obligation to enquire into the qualifications of any authorized subcontractor; the SELLER shall, however, ensure that any authorized subcontractor is competent and complies with the provisions of the Contract.

- 13.3 Subject to the SELLER's prior written consent, the BUYER may assign the Contract, which shall inure to the benefit of its successors and assigns.

14. FORCE MAJEURE

Neither the BUYER nor the SELLER shall be liable for any delay in or failure to perform the obligations under this Contract where such delay or failure is due to force majeure, pandemics, war, riots, civil unrest or governmental restrictions, orders or regulations, or legal prohibitions. The party affected by such events shall promptly notify the other party of the event, and performance of the Contract shall be suspended for three months. Upon expiry of such period, the BUYER shall be entitled to terminate the Contract with immediate effect and without any obligation to pay damages.

15. NO WAIVER

No forbearance, delay or waiver by the BUYER (whether express or implied) in enforcing or exercising any right or remedy under the Contract shall prejudice its right to do so in the future.

16. SEVERABILITY

If at any time one or more of these Conditions (or one or more parts thereof) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted, and the validity and/or enforceability of the remaining provisions of these Conditions shall not in any way be affected or impaired thereby.

17. ENTIRE AGREEMENT

Each party acknowledges that the Contract, together with any variation and/or qualification made pursuant to these Conditions, constitutes the entire agreement between the parties, and that no oral or written representation made by the other party or by its employees or agents shall be deemed valid, save as agreed in writing between the SELLER and the BUYER after the entry into force of these General Terms and Conditions of Purchase.

18. NOTICES

Any notice to be given under this Contract shall be made in writing by e-mail.

19. GOVERNING LAW AND DISPUTE RESOLUTION

- 19.1** This Contract shall be governed by Italian law, with the express exclusion of the United Nations Convention on Contracts for the International Sale of Goods signed in Vienna in 1980.
- 19.2** Where the SELLER has its registered office outside Italy, any dispute arising out of or in connection with these General Terms and Conditions of Purchase shall be settled by a sole arbitrator in accordance with the Rules of the Milan Chamber of Arbitration. The seat of arbitration shall be Milan. The language of the arbitration shall be English.
- 19.3** Where the SELLER has its registered office within the territory of Italy, any dispute arising out of or in connection with these General Terms and Conditions of Purchase shall be referred to the exclusive jurisdiction of the Court of Turin.