



F.T.M. Srl FABBRICA TRASFORMATORI DI MISURA a Socio Unico
Capitale Sociale € 100.000,00 i.v.
Sede: Via Po, 3 - 20073 Opera (MI) - Italia
Uffici: Via Lambro, 26 - 20073 Opera (MI) - Italia
Tel. +39 0257681411 - info@ftmsrlit - www.ftmsrlit
Reg. Impr. MI - C.F.-P.IVA IT12805980153 - R.E.A. MI 1690974



GENERAL CONDITIONS OF PURCHASE

1. These general conditions of purchase constitute an essential part of the order.
2. The Supplier is obliged to send an order confirmation no later than 5 (five) working days after the order has been placed. In the absence of confirmation within this mandatory period, these purchase conditions shall be deemed to be fully accepted and tacitly confirmed by the Supplier.
Any different conditions of sale of the Supplier will be effective only if formally approved and accepted in writing by FTM S.r.l.
3. Unless otherwise agreed in writing, the time limit for payment shall run from the date of full delivery. Anyway,
 - for any advance payment not previously authorised by FTM in writing, the time limit for payment shall begin on the date of delivery specified in the order;
 - for goods returned by courier, the time limit for payment shall begin on the actual delivery;
 - for goods collected from the Supplier, the time limit for payment shall begin on the date of actual collection;Any bank receipts issued contrary to the above conditions will be rejected.
4. The terms of delivery shall be binding and binding. In case of delay on the dates set in the order without specific written permission, FTM reserves the right to its sole discretion:
 - a) to charge the Supplier a penalty equal to 1% of the amount of the material not delivered for each week of delay, up to a maximum of 10% of the amount of the order, subject to compensation for more damage;
 - b) to consider the contract terminated by giving notice by registered letter or pec notice, except for compensation for damages suffered by FTM;
 - c) to purchase the materials on the market at the current price at the expense of the Supplier, except for the compensation of greater damages and with exemption from the formalities and terms referred to in art. 1516 cc.In the event of force majeure such as to result in delays in delivery, the Supplier must notify FTM in writing within 8 (eight) days under penalty of forfeiture. FTM will accept only force majeure related to national strikes, wars, natural disasters, pandemics, for the period of time strictly related to the duration of such impediments.
5. Prices shall be fixed and invariable throughout the period of supply, even in the event of exceptional occurrences, for properly packaged goods delivered to FTM warehouse.
6. It is expressly agreed as essential that:
 - the materials are of excellent quality and free from defects and correspond exactly to the weight, performance and other data provided for in the order and/or contract;
 - the work is carried out to perfection.FTM may refuse the material if it does not meet all or part of the requirements, without prejudice, in any case, to the responsibility of the Supplier.
No liability can be incurred by FTM for materials supplied in excess of the quantities indicated in the order even if they were introduced in their warehouses.
Any materials delivered in excess of what is stated in the order will be refused and the withdrawal of the same will be at the Supplier's expense.



F.T.M. Srl FABBRICA TRASFORMATORI DI MISURA a Socio Unico
Capitale Sociale € 100.000,00 i.v.
Sede: Via Po, 3 - 20073 Opera (MI) - Italia
Uffici: Via Lambro, 26 - 20073 Opera (MI) - Italia
Tel. +39 0257681411 - info@ftmsrl.it - www.ftmsrl.it
Reg. Impr. MI - C.F.-P.IVA IT12805980153 - R.E.A. MI 1690974



7. The materials shall be guaranteed for a period of 12 months after they are put into service and, in any event, not later than 24 months after delivery. Notwithstanding Articles 1495 and 1511 cc. the Supplier shall grant FTM the right to report defects and defects of quality:

- if hidden, within 90 days of discovery,
- if apparent, within 90 days of unpacking of the materials if packaged or after delivery if not packaged.

In the case of defects, defects, or lack of quality in the materials provided, FTM shall be entitled to its choice: a) to require the Supplier to repair, modify or replace, free of charge, in the shortest possible time, defective or defective materials without qualities, and to bear any relative burden on the Supplier, including costs of checking the quality of materials, travel and transport;

b) to repair, modify, replace defective or quality-deficient materials by charging the Supplier with all costs and without prejudice to the compensation of the greater damage;

c) to make use of the remedies and actions referred to in art. 1492 ff. cod.civ.

In case of supply of non-conforming material will in any case be charged to the Supplier all costs of replacement and/ or restoration including transport costs.

8. Ownership of the materials shall pass to FTM upon delivery to its warehouse or to the consignee.

9. The designs, drawings, production notes, technical specifications, moulds, gauges, diagrams, models and samples are the exclusive property of FTM and are part of its confidential industrial heritage; The Supplier is therefore prohibited from reproducing, disclosing or using them for its own or other's profit or advantage. Once delivered, they must be returned in good condition, upon simple request of FTM.

10. Payment shall be made in accordance with the provisions of this order under "method of payment";

11. Deliveries shall comply with the following rules:

- i. each consignment must be accompanied by DDT for delivery by forwarder;
- ii. the DDT must include the number, date and reference of the purchase order in addition to the code, quality, weight of the materials, bearing all the details of the delivery DDT, marks and packing number, specifying for each material if the quantity delivered is in balance or on account;
- iii. the shipment must be preceded by a dispatch notice.

12. All taxes other than those contractually assumed by FTM shall be borne by the Supplier.

13. For any aspect not expressly regulated by these general conditions of purchase, please refer to Italian law.

14. The Court of Milan shall have exclusive jurisdiction over any dispute.

15. For the methods of processing personal data pursuant to art. 13 of EU Regulation 2016/679, reference is made to the information contained in the corporate website www.ftmsrl.it that the Supplier declares to have examined and for which it gives consent.

The Management

The Supplier