



**TRAMEC s.r.l.**

*Sede legale: Corso Venezia 36 – 20121 MILANO*

**Sede operativa e amministrativa:**

**Via Bizzarri, 6 - 40012 Calderara di Reno (BO) – ITALIA**

Tel. +39 051728935 – Fax +39 051728937

[www.tramec.it](http://www.tramec.it) – [www.ghagearbox.com](http://www.ghagearbox.com)

[tramec@tramec.it](mailto:tramec@tramec.it)

Cap. Soc. 600.000 € i.v.

Registro Imprese di Milano

R.E.A. n. MI-2639703

Cod. Fisc. 03553380373

Part. IVA IT00636251209

codice SDI MZO2A0U

## GENERAL SUPPLY CONDITIONS

### ARTICLE 1 – EFFECTIVENESS OF THE GENERAL CONDITIONS

- a. These General Supply Conditions (hereinafter “General Conditions”) are an integral part of and apply to every Purchase Order (hereinafter “Order”) issued by Tramec to the Supplier for the supply of Products and Services (hereinafter “Products”).
- b. The Order and these general conditions shall be understood as accepted upon receipt, by Tramec, of the Order Confirmation by fax or email and however, even failing confirmation, they shall be understood as confirmed after 5 (five) working days have elapsed from the date of sending, or if the Supplier starts producing and/or supplying the Products indicated in the Order.
- c. Derogations and/or modifications to these General Conditions shall only be effective if expressly signed by Tramec.
- d. In the event of discrepancy, the indications in the Order prevail over both these General Conditions and the Specifications, if signed. Also, in the event of discrepancy, the content of the Specifications – where signed – shall prevail over these General Conditions. For any matter that has not been regulated, it. Law 18 July 1998 no. 192 on industrial sub-supply shall, however, be directly applied. The discrepancy of one or more clauses of these General Conditions with mandatory/binding regulations, shall result in their nullity only, without prejudice to any other contractual indication.

### ARTICLE 2 – DELIVERY OF THE PRODUCTS

- a. The methods and terms for delivery of the Products are specified in the Order.
- b. The agreed delivery terms are understood to be binding therefore, in addition to delays, bringing forward the agreed delivery date is also excluded, unless expressly authorized in writing by derogation by Tramec.
- c. Compliance with the delivery date is an essential term of the purchase contract contained in the order hence, without prejudice to the right by Tramec for compensation for damages and refund of expenses, in the event the Supplier should delay delivery of the Products, either wholly or in part, Tramec shall be entitled to revoke the Order in its entirety or for the part concerned by the breach, with application of the provisions of Art. 8 below.

### ARTICLE 3 – NON-CONFORMITY OF THE PRODUCTS AND WARRANTY FROM DEFECTS

- a. Non-conforming and/or defective Products shall be returned to the Supplier and Tramec shall be entitled to request, at its sole discretion, the replacement of the Products or refund of all additional expenses and charges, in addition to any damages, derived from appointing other suppliers for the supply of the Products.
- b. With due advance notice, Tramec may perform inspections at the Supplier’s premises, to ascertain compliance with the required specifications for correctly filling the Order.
- c. Disputes on products supplied shall be notified by Tramec within 8 days and joint access might be agreed to allow both parties to assess the claims raised. In any case, the assessment of the claims raised may be deferred to a third party laboratory, chosen by consensus by the parties, which will express an opinion on the nature, cause and liability for the claimed defect and the related costs shall be borne by the supplier. Failing consensus, art. 10 of It. Law 192/1998 on the mandatory conciliation and arbitration attempt shall be applied.

Form. CGA Rev. 03 del 09/10/2020

Cap. soc. 500.000 € i.v  
Registro imprese di Milano  
R.E.A n. MI-2639703  
C.F. 03553380373  
P. IVA/VAT n. IT 00636251209



**TRAMEC Srl**  
Operational and Administrative Headquarters:  
Via Bizzarri, 6 - 40012 Calderara di Reno BO - Italy  
Head Office:  
Corso Venezia, 36 - 20121 Milano - Italy  
Tel. +39 051 728935 fax. +39 051 728937  
[www.tramec.it](http://www.tramec.it) - [tramec@tramec.it](mailto:tramec@tramec.it)



- d. It is understood that the supplier undertakes to grant warranty on the products for a period of no less than 12 months from the delivery date, unless agreed otherwise in writing. Acceptance of the products by Tramec shall in no way be construed as a waiver to enforce its rights on non-conformity of the products delivered by the supplier. In their turn, the supplier shall be required to notify Tramec within 3 days and however, within the terms indicated by It. Law 192/1998, of any defects on materials or tools provided by Tramec for executing the contract.

#### **ARTICLE 4 – CONFIDENTIALITY**

- a. Any technical, technological, construction, process information and any data, drawings, document or specification provided to the Supplier with any means and in any form, or that the latter should come into possession or become aware of by effect of issuance and execution of an Order, shall be considered strictly confidential and therefore subject to the confidentiality obligation. The Supplier undertakes to use said confidential information only for the purpose of executing the Order and to maintain the confidentiality obligation for the 5 (five) years following the date of the last supply of the Products concerned or the date of termination of the agreement.

#### **ARTICLE 5 – INDUSTRIAL PROPERTY RIGHTS**

- a. The partial, final results and/or implementations, consequent and deriving from the activities performed by the Supplier in execution of the Order shall be the exclusive property of Tramec, jointly with all the inherent intellectual property rights, with no limitation of time and region, and shall not give rise to any further remuneration for the Supplier in addition to that agreed in the Order.

#### **ARTICLE 6 – LIABILITY TOWARDS THIRD PARTIES**

- a. The Supplier is responsible for the operation and quality of the component(s) produced or of the assembly performed by them or service provided according to the contract provisions and in a workmanlike manner, whereas they shall not be liable for the defects of materials or tools provided by Tramec for executing the contract, provided they have promptly reported them to Tramec.
- b. In the event that Tramec has disputed defects, faults or deviations in the agreed terms and the defect is attributable to the supplier pursuant to art. 3 of this contract, the latter shall be required to compensate all damages incurred by Tramec as a consequence of the ascertained defects or non-fulfillments. In this connection, the Supplier undertakes to hold Tramec harmless in any requests for compensation, either in court or out of court, from third parties, concerning defects attributable to them, as set forth by this article and by art. 5, paragraphs 1 and 2 of It. Law 192/1998. To this end, Tramec shall be required to promptly notify the Supplier of disputes by third parties attributable to defects and non-conformities of the products supplied.

#### **ARTICLE 7 – TRADEMARKS**

- a. The Supplier may not modify, alter, obscure, remove or interfere in any other way with any trademark or any other distinctive mark affixed on Tramec's express request on the supplies made to it. The Supplier undertakes not to affix its own trademark or other distinctive mark on Products supplied to Tramec, without its prior written agreement.
- b. Any matter that is not covered by this article is an essential term of the purchase contract contained in the Order; therefore, it is agreed that the breach of these prohibitions shall authorize Tramec to reject and refuse the aforementioned supply and to revoke, pursuant to and by effect of Art. 8, the relevant Order.

#### **ARTICLE 8 – ORDER TERMINATION-CANCELLATION-REVOCAION**

Form. CGA Rev. 03 del 09/10/2020

Cap. soc. 500.000 € i.v.  
Registro imprese di Milano  
R.E.A n. MI-2639703  
C.F. 03553380373  
P. IVA/VAT n. IT 00636251209



**TRAMEC Srl**  
Operational and Administrative Headquarters:  
Via Bizzarri, 6 - 40012 Calderara di Reno BO - Italy  
Head Office:  
Corso Venezia, 36 - 20121 Milano - Italy  
Tel. +39 051 728935 fax. +39 051 728937  
www.tramec.it - tramec@tramec.it



- a. In addition to the provisions of Art. 2 and 7 above, and without prejudice to the right under Art.3, in any case of supply deviating from the provisions and specifications contained in the Order, Tramec may terminate the purchase contract pursuant to art. 1453 et seq. of the It. Civil Code and shall be entitled, with no need for legal action, to withhold, by way of advance on the compensation for damages and charges deriving from the breach, any sums accrued by the Supplier, also owing to supplies other than the non-confirming one, and the Supplier waives as of now the right to any objections in this regard.
- b. Under pain of revocation and cancellation of the Order, effective immediate, the Supplier is forbidden from entrusting execution of the supply covered by the Order, or parts thereof, to third parties, even sub-suppliers, without prior written notice to Tramec and relevant formal agreement.
- c. Tramec reserves the right to revoke and cancel the Order not yet wholly executed by the Supplier, at their sole discretion and without any right to ask for any compensation or indemnification whatsoever as a result of said termination, in one of the following events:
  - i. Assignment by the Supplier of the company or business unit concerned with executing the Order;
  - ii. Liquidation of the Supplier's company/business;
  - iii. Condition of insolvency of the Supplier and/or recourse to insolvency proceedings.The Supplier shall report to Tramec in writing by registered letter with read receipt or directly to the certified email box of reference the occurrence of one of the cases, with at least 30 (thirty) days' prior notice from the date of the event.
- d. Tramec may exercise the right of cancellation of the Order under this article and notify the Supplier in writing, to be sent within 15 (fifteen) calendar days from receipt of the Supplier's notice. Cancellation of the Order shall be effective immediately, without prejudice to other agreements between Tramec and the Supplier for completion of supplies not yet executed.

#### **ARTICLE 9 – FORCE MAJEURE**

- a. No liability can be borne by the parties for breach of their contractual obligations due to force majeure. This shall refer to extraordinary, unpredictable events and not attributable to fault or negligence, related to by way of example and not limited to environmental disasters also due to seismic events, wars, explosions, terrorist acts, measures taken by the competent Authorities. In this event, the parties, upon prompt formal notification from the party concerned, shall assess and agree in good faith the temporary measures and changes required to restore normal supply conditions.

#### **ARTICLE 10 – COURT OF JURISDICTION**

- a. Any dispute relating to the interpretation, execution, termination of these General Conditions and the related Order shall be under the sole jurisdiction of the Court of Bologna. For any matter not covered by these General Conditions, reference should be made to the regulations of the Italian Civil Code.

Form. CGA Rev. 03 del 09/10/2020

Cap. soc. 500.000 € i.v  
Registro imprese di Milano  
R.E.A n. MI-2639703  
C.F. 03553380373  
P. IVA/VAT n. IT 00636251209



**TRAMEC Srl**  
Operational and Administrative Headquarters:  
Via Bizzarri, 6 - 40012 Calderara di Reno BO - Italy  
Head Office:  
Corso Venezia, 36 - 20121 Milano - Italy  
Tel. +39 051 728935 fax. +39 051 728937  
www.tramec.it - tramec@tramec.it