



Lenze Italia Srl

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GENERAL PURCHASING CONDITIONS

1 Applicable terms:

In these General Purchasing Conditions "Purchaser" means LENZE ITALIA S.R.L.; "Supplier" means the physical or legal person who accepts the Purchase Order formulated by the Purchaser; "Contract" means the writing and signed document between the Purchaser and the Supplier and concerning the supply of the Goods and / or provision of Services; "Goods" means the articles, materials or documents that the Supplier undertakes to deliver in accordance with the Contract; "Services" means the services that the Supplier must provide in accordance with the Contract; "Contractual Price" means the amount that the Purchaser will pay to the Supplier for the supply of Goods and / or provision of Services.

2 Order acceptance:

2.1 The General Purchasing Conditions are an integral part of the Purchase Order and are considered prevalent on the terms reported in the Supplier's offers / documents. The acceptance of the Order also applies as integral acceptance of the conditions indicated in this document.

2.2 The Order is concluded with the receipt, by the Purchaser, of a copy of the Order and of the present conditions, signed by the Supplier within 5 (five) days from the date of receipt of the Order; in the event that the Supplier does not provide to send the signed documents within the period indicated above, the Purchaser considers the Order fully accepted, including the General Purchasing Conditions, or the Purchaser can revoke it.

3 Supplier Responsibilities:

3.1 Supplier shall deliver the Goods and provide the Services:

- a) in accordance with the applicable laws and regulations;
- b) in accordance with the Contract and all Purchaser instructions;
- c) free from defects and from any rights of third parties;
- d) on the delivery date and in the quantities indicated in the Order / Contract.

3.2 The Supplier cannot replace or modify any materials constituting the Goods to be supplied or foreseen in the provision of Services, make changes to the characteristics of the Goods without the prior written consent of the Purchaser.

3.3 The Supplier shall ensure that the Goods are properly packaged according to the industry standards, to preserve and protect them until the completion of the Delivery at the place indicated by the Purchaser. The Supplier is responsible for the integrity of the Goods delivered to destination. In any case, the Goods travel at the risk and danger of the Supplier, regardless of who pays the transport. The Purchaser reserves the right to verify, within 15 (fifteen) days from the successful Delivery, the absence of damage to the Goods due to transport.

3.4 The Supplier undertakes to ensure that the working conditions within its business and its supply chain are safe, that all workers are treated with respect and dignity and that business operations are respectful of the environment and are conducted in an ethical way.

3.5 The Supplier issues invoices, in accordance with the law in force, indicating, in addition to the minimum content required by law: the Supplier's reference person, contact details, invoice number, order number and Supplier code (as indicated in the Order), address of the Purchaser, quantity, Purchaser code, specification of the Goods and / or Services provided, price (total invoiced amount), currency, tax or VAT amount, customs identification and payment terms. The invoices are direct to the Purchaser and they are sent to the billing address specified in the Order.

3.6 The Purchaser may issue Variation Orders to Supplier, and Supplier shall carry out such Variation Orders. If any Variation Order cause an increase or decrease in the cost of, or the time required for the performance of, any Services or Goods, an equitable adjustment shall be made in the purchase price and/or Delivery schedule in writing.

3.7 The Supplier cannot assign, transfer, subcontract all or part of the Order without the prior written consent of the Purchaser. Acceptance of the transfer by the Purchaser does not release the Supplier from his responsibilities and obligations deriving from the Order.

3.8 In no case may the Supplier suspend the delivery of the Goods and / or the supply of Services to the Purchaser.

4 Payment:

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4.1 In consideration of the Goods delivered and / or the Services provided by the Supplier and in accordance with the Contract, the Purchaser shall pay to the Supplier the purchase price of the Goods / Services stated in the Order, in compliance with the payment terms, provided that the invoice complies with the requirements listed in Article 3. If the payment terms are determined by applicable law, these terms of law shall prevail.

4.2 The Purchaser reserves the right to offset any amounts due to the Supplier, or to withhold payment in the case of Goods not delivered and / or Services not provided in accordance with the contractual conditions.

4.3 Any charges not previously agreed in write form will not be reimbursed.

4.4 Services charged on the basis of hourly rates require written confirmation of Supplier's time sheets by Purchaser. The Supplier shall submit such time sheets to Purchaser for confirmation as may be instructed by Purchaser but latest together with any related invoice.

4.5 The Purchaser will reimburse expenses only at cost and only for expenses agreed in write form.

5 Delivery:

5.1 Unless agreed otherwise in the Contract, the Goods shall be delivered in accordance with INCOTERMS 2010 FCA, to the place defined in the Contract or, if no such place has been defined, to Customer's place of business.

The Goods shall be delivered, and Services shall be provided during Purchaser's business hours unless otherwise requested by the Purchaser.

5.2 The Supplier shall ensure that each Delivery is accompanied by a Transport Document, which contains at least the following minimal information: number and date of the Order, unambiguous identification of the goods (codes of both the Purchaser and the Supplier), possibly the number of packages and their contents. In case of partial delivery, the Transport Document shall include the remaining goods still to be delivered.

5.3 Upon Delivery, the Supplier (or the appointed shipper) provides, if foreseen, the Purchaser all the necessary export documents together with the Transport Document.

5.4 The ownership of the Goods is transferred to the Purchaser upon Delivery, unless otherwise expressly agreed.

5.5 If the Delivery of Goods and / or provision of the Services does not comply with the agreed delivery date, without prejudice to any other right that may be claimed, the Purchaser reserves the right to:

- a) terminate the Contract, in whole or in part;
- b) reject subsequent deliveries of the Goods or provision of Services that the Supplier attempts to carry out;
- c) recover from the Supplier the expenses reasonably incurred by the Purchaser to obtain the replacement Goods / Services from another supplier;
- d) request compensation for damages incurred for any additional costs, losses or expenses incurred or reported by the Purchaser that are reasonably attributable to the Supplier's failure to deliver the Goods / to performance the Services on the agreed delivery date;
- e) request the application of penalties, if they are expressly provided for in the relevant Order.

6 Goods acceptance:

6.1 Delivery of Goods or provision of Services may not be deemed to be acceptance of such Goods or Services by Purchaser. Purchaser shall have reasonable time to inspect or test the Goods and/or Services and to report any defects to Supplier. If a defect in the Goods and/or Services was not reasonably detectable during the inspection, Purchaser shall have reasonable time to provide notice of such defect after it has become apparent and/or to reject the Goods and/or Services.

7 Warranties and complaints:

7.1 The warranty period is twenty four (24) months from Delivery date or an higher period expressly indicated in the Order. In the case of repairs under warranty, the duration of the warranty is extended by a time corresponding to the necessary time for the repair. The guarantee against hidden defects is provided without any temporal limitation.

7.2 Upon discovering a non-conformity, the Purchaser shall inform the Supplier without delay. The Supplier puts in place adequate measures to resolve the non-conformity and remove the imminent risks and adverse effects for the Purchaser. If the Goods delivered and / or the Services given to the Purchaser are not conform with the Order, the Purchaser is entitled to

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reject the Goods / refuse the Services and to request the replacement of the Goods and / or Services or recover all payments made to the Supplier.

The Purchaser reserves the right to charge the Supplier, in case of non-compliance, all the costs that derive from it. The charge of the above costs does not affect the Purchaser's right to claim compensation for the greater damage related to a non-compliance.

8 Resolution:

8.1 The Purchaser reserves the right to terminate the Order in whole or in part by written notification to the Supplier with effect from the date of its receipt by the Supplier if:

- a) failure to deliver the Supply on the agreed delivery date and terms;
- b) non-conformity of the Goods/Service provided due to technical requisites foreseen in the Order;
- c) violation of the applicable social security, insurance, accident prevention and environmental regulations that determine prejudice and damage to the Purchaser;
- d) termination of activity, insolvency, or any insolvency proceedings against the Supplier.

9 Intellectual Property Rights:

9.1 If the Goods delivered by the Supplier violate Intellectual Property Rights (IPR) of third parties, the Supplier pays the Purchaser the IPR compensation. The IPR compensation is applicable regardless of whether the Supplier has been liable for negligent or negligent conduct and does not limit any further claims for compensation by the Purchaser.

9.2 If any claim is made against Purchaser that the Goods and/or Services infringe a third party's Intellectual Property Rights, Supplier shall at its cost, but at Purchaser's discretion (i) procure for Purchaser and Purchaser's clients, as the case may be, the right to continue using the Goods and/or Services; (ii) modify the Goods and/or Services so they cease to be infringing; or (iii) replace the Goods and/or Services by non-infringing equivalents. Otherwise, Purchaser is entitled to terminate the Contract and to reclaim all sums which it has paid to Supplier thereunder and also any other costs, losses or damages incurred or suffered.

10 Applicable law and jurisdiction:

10.1 These General Purchasing Conditions are governed by Italian law.

10.2 Any dispute arising between the parties in connection with the contract of sale and / or these General Purchasing Conditions will be the exclusive jurisdiction of the Authority of Milan, subject to the right of the Purchaser, for any legal action that the Purchaser decides to take action against the Supplier, to take, at his choice, the competent judicial authorities in the place where the Purchaser has his domicile.

11 Invalidity of clauses:

11.1 The invalidity and ineffectiveness of one or more clauses will not result in the invalidity, ineffectiveness or dissolution of the sales contract.

11.2 The parties undertake to replace the invalid and ineffective clauses in good faith with others who carry out the same function as far as possible.

12 Duration

12.1 These Purchasing conditions have a duration of 12 (twelve) months from the date of signing and are valid for each order placed by the Purchaser. On the expiration date, in the absence of opposition from the Supplier, these supply conditions will be tacitly renewed for a period of equal duration.

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