



GENERAL CONDITION OF PURCHASE

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Firme dei Responsabili / Responsibles Signatures				
Rev.	Data / Date	Oggetto / Object	Redatto da / Written by	Approvato da / Approved by
0	24Mar2023	Prima Emissione	Elena FERLISI (QM)	Giorgio VALLI (GM)

REVISION HISTORY

Rev. N°	Data / Date	Oggetto / Object
0	24MAR2023	PRIMA EMISSIONE

1. Art. 1) CONTRACTUAL DOCUMENTATION

The completion of the Purchase Order (hereinafter PO) must comply with the documentation listed below, which the Supplier declares to possess and know and which is intended as reported in full and forming an integral part of our order:

1. Applicable Specifications, Procedures, Standards and Drawings prescribed in the PO line and/or in the reference paragraphs.
2. Supplier offer n. xxx of dd/mm/yy, applicable for technical aspects only.
3. Technical/commercial alignment correspondence.

The Supplier must send the Order Confirmation with a declaration of acceptance or request for a derogation from the provisions of points 1, 2 and 3 to the address supply@domsrl.it within 15 days of receipt of the PO. Otherwise, DOM will deem otherwise accepted its general terms of purchase.

Should discrepancies arise between the documents listed above, the Supplier must consult the DOM, whose interpretation given in writing will be binding.

The content of the PO prevails over that of the documents listed above.

Any exceptions to the provisions of the contractual documentation must be approved in writing by DOM, under penalty of nullity.

Important note:

All correspondence relating to the PO (emails, despatch notices, invoices, test certificates, drawings, specifications, manuals, etc.) must indicate:

1. ODA DOM number;
2. Order location.

Furthermore, to allow the correct management of our and our Customers' sensitive information, all the necessary documentation will be covered by a Non-Disclosure Agreement (NDA) signed by the Supplier.

2. Art. 2) REQUIRED DOCUMENTATION

The Supplier shall deliver to DOM the drawings relating to the supply, the certificates, the use and maintenance manuals and all the documentation required in the relative technical specification, in accordance with the times indicated therein.

The use and maintenance manuals, documents/certificates/material certificates will be provided in Italian and English, where there are no additional requests.

This documentation is an integral part of the scope of supply, and must be sent to certificates@domsrl.it

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3. Art. 3) SUPPLY ADVANCEMENT PROGRAM (EXPEDITING)

The Supplier must send to DOM, via email to the address supply@domsrl.it the detailed program of manufacturing activities (or agreed) to be updated every fortnight.

The Program will report the progress of the supply (% progress, start date, end date), including procurement of materials, treatments, processes, assembly, assembly, checks and tests and preparation for shipment.

The personnel in charge of DOM will have the task of verifying full compliance with the program during the Inspections that they may possibly carry out at the Supplier's premises.

DOM's knowledge of the executive program does not in any way limit the responsibilities assumed by the Supplier as a result of the Order.

4. Art. 4) INSPECTIONS

The DOM Inspectors and/or those of the Final Customer will have, throughout the contractual period, the right to access your workshops and/or those of your sub-suppliers, subject to agreement on the dates and object of the inspections.

They will be able to freely follow the progress of the processes, of the various manufacturing phases, assist in your internal checks and/or tests or view the relative records and reports, inspect all the materials or equipment relating to the supply and anything else necessary, at the purpose of verifying the execution of the same and compliance with the contractual delivery terms.

The Supplier must offer all the necessary assistance to facilitate the inspection activities, making suitable work tools available for the period of time deemed necessary.

The presence or absence of the aforesaid inspectors during the execution of the supply, and any possible intervention by them, does not however limit for any reason and in any way the responsibilities and obligations assumed by the Supplier as a consequence and as a result of the Order.

5. Art. 5) TESTING

As regards your internal tests, possibly attended by DOM, they must be carried out in compliance with:

- Applicable ordering standards and documentation (procedures, technical specifications and those referred to therein).
- PCQ DOM recalled and/or failing this, your PCQ to be submitted to us, for prior approval.
- Production standards.

If calls for testing are foreseen, they must be sent to us by e-mail 10 days in advance and must indicate the place, date, type of test and person to contact, directly to: quality@domsrl.it

Testing Report and Material Certificates

The required Test Certificates and Material Certificates must clearly indicate both the order number and the relative position.

Certifications and required documentation will accompany the goods upon delivery. In the event that the goods arrive without the necessary documentation, the terms of payment of the relative invoices will start from the date of receipt of the required certificates (date of completion of the supply object of the PO).

The documentation will be produced in Italian and English, unless otherwise requested.

The Supplier must deliver the Test Certificates both in original paper (one copy) and in digital copy (to be sent to us in PDF format at certificates@domsrl.it). The test certificates and/or declarations of conformity will be drawn up according to EN10204 type 3.1, with certification according to EEC regulations/CE marking (if applicable).

The testing costs are borne by the Supplier.

Supply verification and Non-Conformity

If during production, or during the Inspection, Testing, Reception and Use phases at the DOM Plants of the Supply, Non-Conformities (NC) of the goods are found with respect to the Technical Specifications of purchase, the Quality Control Plans and the Specifications of Testing envisaged in this PO, this NC will be communicated to the Supplier for its prompt solution.

If this NC is resolved directly by the Supplier, the relevant form will be attached to the Quality documentation requested during the delivery of the product and sent via email to quality@domsrl.it

If, due to technical production and/or emergency needs, the NC has to be resolved directly by DOM, the Supplier will be notified of this with an indication of the actions taken and any costs to be charged to the same.

6. Art. 6) SUPPLY REJECTION

If the supply does not demonstrate full constructive, assembly and performance correspondence with the applicable technical specifications, despite interventions under warranty by the Supplier, DOM reserves the right to replace or refuse the Supply of the components concerned.

7. Art. 7) PACKAGING

The Supplier will carry out the packaging operation on its own, ensuring that the material is properly preserved from damage during its handling and delivery. As required by law, the packaging must bear indications regarding proper disposal.

8. Art. 8) TERMS OF DELIVERY

Documentation, manuals, components and accessories must be delivered within the terms indicated in the respective order positions.

NOTE

The delivery terms are considered mandatory and essential pursuant to Art. 1457 of the Italian Civil Code and the delivery is considered completed with the receipt of all the necessary documentation.

DOM reserves the right to refuse the supply and to terminate the contract in the event of serious delivery delays or in any case such as to jeopardize the use of the supply itself for the purposes for which it is intended, where serious delay means a delay greater than that corresponding to the application of the maximum penalty.

Any communication relating to the management of the delivery of the supply must be addressed to: supply@domsrl.it

9. Art. 9) INTERRUPTIONS

Under no circumstances may the Supplier suspend or slow down the execution of the PO commissioned to it, except in cases of force majeure.

In case of arbitrary suspension, DOM reserves the right to terminate the contract due to non-compliance.

10. Art. 10) DELAYED DELIVERY FINE

In the event of delays on the contractual delivery dates, a penalty of 1% of the total amount will be applied for each full week of non-compliance, up to a maximum of 5% of the same value, with a grace period of 2 full weeks.

11. Art. 11) SHIPPING TERMS

Supply and components will be returned DAP our factories, unless otherwise agreed between the parties.

12. Art. 12) PROCESSING OF PERSONAL DATA

Pursuant to and for the effects of Legislative Decree n.196/2003 DOM and its Suppliers acknowledge that they have informed each other and agree that the personal data collected for the formalization of the supply contracts governed by these general conditions are subject to treatment in the supplier archive for civil and tax obligations and for management, statistical, commercial and marketing purposes.