

 METAL FASTENERS GROUP S.P.A.	FM SPECIFICATIONS ON SALES CONDITIONS Correlation matrix between procedures and activities to be performed to ensure the implementation of the quality system		
	Document Name: ID - 8.2 - A	Revision index: Rev. 1	Date: 04/11/2024
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GENERAL TERMS AND CONDITIONS OF SALE

Preamble

The Supplier is a recognized distributor of high-quality fasteners used in various industrial sectors. The Customer wishes to purchase such products for specific applications in accordance with the terms and conditions of this Agreement.

Subject of the Agreement

1.1 This contract governs the conditions and terms under which the Supplier, hereinafter referred to as "Party A," agrees to supply to Party B, hereinafter referred to as "Customer," the products and/or services specified in the attached purchase orders, which are an integral and substantial part of this agreement.

1.2 The specific products and/or services to be provided, their quantities, prices, terms, and conditions of delivery, as well as any other relevant conditions, will be detailed in the purchase orders subsequently issued by the Customer and accepted by the Supplier.

1.3 The contract also establishes the methods of execution, payment, warranty, and management of any claims related to the products and/or services provided, ensuring compliance with mandatory requirements applicable in the country of receipt, country of dispatch, and in the destination, country identified by the customer, if specified.

Specifications and Applications

2.1 The supplied fasteners must meet the agreed technical specifications detailed in each order and are intended for specific sectors of use. Complete documentation, including specifications and detailed technical descriptions, is essential for the evaluation of the offer. In the absence of such documents, the offer will be considered void.

Supply Conditions

3.1 Each purchase order issued by the Customer and accepted by the Supplier constitutes a binding commitment to buy and sell according to the terms of this Agreement.

3.2 Product orders will be made through purchase orders sent by the Customer to the Supplier, which the Supplier may accept or reject at its discretion.

3.3 Each order will specify the quantity, price, technical specifications of the products, and delivery terms.

Delivery and Risks

4.1 Delivery of the products will be carried out according to the INCOTERMS 2020 terms agreed for each order.

4.2 Risk of loss or damage to the products passes to the Customer upon delivery, as defined in the agreed delivery terms.

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Prices and Payments

5.1 The price of the products will be as indicated in the purchase order or as agreed between the parties for subsequent orders.

5.2 Payment will be made by the Customer according to the methods previously defined between the parties.

Interest in Late Payments

Failure to pay within the terms specified in the invoice will be sufficient reason for automatic debtor defaulting from the day following the expected due date. During the default period, interest will accrue until the full payment of the due amount. Such non-compliance may also result in the suspension of supplies by us until the regularization of overdue payments.

Warranty and Claims

6.1 The Supplier guarantees that the fasteners comply with the technical specifications and are suitable for use in the specified sectors, free from material and workmanship defects. The duration of the warranty varies depending on the sector of use of the products starting from the date of delivery, detailed as follows: **Sector of Use and Warranty Duration**

STANDARD 12 MONTHS – AUTOMOTIVE: 18 MONTHS – SAFETY: 24 MONTHS

This distinction ensures that the warranty is adequate for the specific conditions of use and operational stresses anticipated in different application environments, clearly introducing different warranty durations for products used in various sectors, offering transparency and ensuring that the specific needs of each sector are adequately covered.

6.2 Any claims for defects or non-conformity must be reported by the Customer in writing to the Supplier within [10 days] from the date of discovery of the defect. The notification must include a detailed description of the defect, any photographs and/or videos, the date of discovery, and the supporting documentation relating to the case.

Returns and Right of Withdrawal

7.1 The return of items without prior written consent from FM Metal Fasteners Group S.p.A. is not allowed.

7.2 In the event of a valid and timely defect notification, the Supplier may, at its discretion, replace the defective fasteners or refund the price paid.

7.3 Replacement fasteners will enjoy the same original warranty, commencing from the date of delivery of such fasteners.

7.4 The warranty will be void if the defective fasteners are used for applications not specified or approved, or if installed or maintained improperly.

7.5 The product subject to withdrawal must be returned to normal state of conservation and used with normal diligence; damaged, dirty, or worn products will not be accepted.

7.6 The purchased product must be returned intact and in the original packaging, complete in all its parts, including packaging and documentation.

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Termination and Force Majeure

8.1 Either party may terminate this Agreement in case of substantial non-performance of contractual obligations by the other party, upon written notice.

8.2 Neither party shall be liable for delays or failure to perform their contractual obligations in the event of force majeure, as defined by applicable laws.

Disputes

For any disputes, the Court of Reggio Emilia shall have jurisdiction.

P.S. These conditions are deemed fully and unconditionally accepted with the issuance of a written or verbal order, unless we have specific written exceptions.

Place and Date _____

Customer signature:

FM Metal Fasteners S.p.A.

GRAZIANO FANTINI


metal fasteners group S.p.A.
Graziano Fantini
Il Legale Rappresentante
