

GENERAL TERMS AND CONDITIONS OF PURCHASE

(Hennecke-Oms S.p.A. / December 2024)

1. Compliance with regulations

The Supplier is required to ensure that the goods and services provided comply with the legal requirements and standards of merchantability stipulated by Italian and EU laws, including UNI and ISO standards.

2. Orders and compliance

All deliveries of goods must conform to the order issued by the Customer and explicitly approved in writing by the Supplier.

3. Delivery times

The Supplier must adhere to the delivery deadlines indicated in the order. Any variations must be expressly requested in writing at the Customer's initiative. No other forms of requests will be accepted. In the event of delays caused by the Supplier, the Customer reserves the right to cancel the order, in whole or in part, or to source the missing materials from third parties. The Customer also retains the right to claim any damages attributable to the Supplier.

4. Delivery documentation

Each delivery must include a delivery note specifying Hennecke codes, quantities, and descriptions of the goods and services listed in the purchase orders. The order will be considered fulfilled only when the delivery includes all documentation required by Hennecke-Oms or by applicable laws concerning environmental, safety, merchantability, and compliance standards.

5. Acceptance of goods

Delivered goods are accepted subject to inspection. Any shortages, defects, or discrepancies will be notified to the Supplier within 14 days of delivery.

6. Ordered quantities and excess goods

Delivery must be limited to the ordered quantities. Goods sent in error or in excess will be held at the Supplier's disposal and remain under their responsibility until collected.

7. Packaging and damages

The Supplier is liable for any damages resulting from defective packaging or negligence on the part of the shipper or carrier appointed by the Supplier. Ownership of the purchased goods is deemed transferred to the Customer only upon their delivery to the Customer's location.

8. Testing and inspections

Materials and goods requiring testing will only be deemed accepted upon receipt of the corresponding test certificate issued by the competent authorities.

9. Defective goods

Defective or non-compliant goods will be rejected and made available to the Supplier for replacement or collection at the Supplier's expense.

10. Warranties

The Supplier guarantees that the goods are free from material and legal defects and undertakes to remedy any defects or flaws in the goods supplied for a period of 24 months from delivery.

11. Payments and invoicing

Invoices must include the order number, item code, quantities, price, and, where applicable, the delivery note number or service bulletin signed by authorized Hennecke personnel. Invoices must be sent to the headquarters of Hennecke-Oms S.p.A., Via Sabbionette 4, Verano Brianza (MB), through the Exchange System or via email to fatture@hennecke-oms.com.

12. Code of Conduct for Suppliers

The supplier undertakes to comply with the principles and requirements set out in our Code of Conduct. The Code of Conduct is an integral part of the Terms and Conditions of Purchase and can be viewed at <https://www.hennecke.com/en/company/code-of-conduct>. In the event of violations of these principles, our company reserves the right to take appropriate measures.

13. Governing law and jurisdiction

The parties agree that any disputes arising from contractual relationships will fall under the exclusive jurisdiction of the Court of Monza. The applicable law will be Italian law.