Laga Srl

Laga goods at the Supplier

Beni Laga presso il Fornitore

Translation of the Italian document DC014 rev. 03. In case of doubt the Italian text prevails.
DC014 rev. 03 — appendix to the General conditions of purchase DC013, of which it is an integral part. It replaces and cancels the previous appendices Contract work (DC014 rev. 02) and Free loan for use (DC015 rev. 02). It applies whenever the Supplier receives material, tooling or goods from Laga, on any basis.

COMMON PART — applies in all cases

1. Ownership and use

1.1 Everything the Supplier receives from Laga — material, semi-finished products, tooling, packaging, goods — remains the property of Laga. It may be used only to perform our orders and may not be transferred, lent, processed or sold to third parties, not even free of charge, without our written consent.
1.2 The Supplier keeps Laga goods separate from its own, identifies them as Laga property and does not modify them without our written authorisation.

2. Documents and identification

2.1 The goods travel with our delivery note stating code, revision, quantity, batch and, for contract work, the operation. The Supplier's return delivery note must state the same data: without them we cannot acknowledge the charges.
2.2 The identification tags on the containers are part of the supply: losing or damaging them is a nonconformity and is charged. If a batch is split into several containers, the Supplier reproduces the tags and informs us.

3. Custody, damage, insurance

3.1 From receipt, the Supplier is responsible for storage, handling and preservation of Laga goods, with due care.
3.2 Losses, shortages and damage are at its expense and are charged. Damaged goods are returned separately, marked as «damaged» on the delivery note.
3.3 The Supplier maintains adequate insurance cover on the Laga goods in its possession and provides evidence of it on request.

4. Return and access

4.1 The goods must be returned upon simple written request, except for completion of orders already open.
4.2 Laga and its Customers may access, with prior notice, the premises of the Supplier and of its sub-suppliers for surveillance checks and for the inventory of Laga goods.
4.3 At least once a year, and in any case at our request, the Supplier informs us in writing of the quantity of Laga goods it holds.

A — CONTRACT WORK (material to be processed)

A.1 The drawing sent with the delivery note, in its latest revision, defines the requirements of the part. Where more practical, they are defined by a sample: two pieces, one to the Supplier and one to Laga.
A.2 Sampling is approved only in the presence of Laga personnel; costs must be authorised in writing beforehand, otherwise they cannot be charged. Production of the first batch starts only after approval by the Laga Technical Department.
A.3 The Supplier informs us in advance of any change of process, product, service, plant or sub-supplier: Laga may require a new approval. Any process or product nonconformity must be reported to the Laga Quality Department and, to deliver out of specification, our written concession is required.
A.4 The Supplier accounts for the material received: quantity processed, scrap and offcuts. Scrap exceeding the agreed yield is at its expense.
A.5 If the raw material arrives directly from the producer, the Supplier checks the quantity, signs the delivery documents and sends them to us the same day.

B — TOOLING ON LOAN (free loan for use)

B.1 The tooling is granted on free loan for use pursuant to Articles 1803 et seq. of the Italian Civil Code, only to perform Laga orders. The loan does not oblige Laga to issue orders nor create other obligations.
B.2 The Supplier receives it free of apparent defects and may check its efficiency, informing us of the result within two months of the start of production or after the first two batches; failing feedback, it is deemed efficient.
B.3 By way of derogation from Art. 1808 of the Italian Civil Code, ordinary maintenance and extraordinary maintenance due to improper use or negligence are borne by the Supplier. Extraordinary maintenance due to normal wear and original defects of tooling not built by the Supplier remain borne by Laga, and the Supplier is entitled to reimbursement for them.
B.4 For a delay of more than 8 days in returning the tooling a penalty of € 1,000.00 is due for each day, without prejudice to greater damage. Failure to return entails direct charging of the tooling.
B.5 Any liability arising from the use of the tooling is borne by the Supplier, which holds Laga harmless also towards third parties.

C — CONSIGNMENT STOCK (our goods held in stock)

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C.1 Goods delivered on consignment remain the property of Laga until withdrawal. The Supplier holds them on deposit pursuant to Articles 1766 et seq. of the Italian Civil Code, free of charge and in its own warehouse, in an identified area.
C.2 The Supplier keeps an inbound and outbound register of third-party goods and informs us of withdrawals by the end of the month in which they take place. On that communication we issue the delivery document and the invoice.
C.3 Until withdrawal the goods may not be used, sold or given as security. Laga may collect them at any time.
C.4 Unjustified shortages and inventory differences are considered withdrawals and are invoiced.
C.5 Tax obligations connected with the deposit remain borne by each party according to the applicable law.

In any case the compliance obligations of Art. 5 of DC013 (sanctions and export control, forced labour, origin, conflict minerals, ethics) and the prevention of counterfeit parts apply.

Pursuant to Articles 1341 and 1342 of the Italian Civil Code the following are expressly approved: 1.1 (prohibition of use for third parties), 3.2 and 3.3 (damage and insurance), 4.1 (return on request), 4.2 (right of access), A.4 (yield and scrap), B.3 (maintenance), B.4 (delay penalty), C.4 (shortages invoiced).

Supplier’s stamp and signature _____

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