Laga Srl

General conditions of purchase

Condizioni generali di acquisto

Translation of the Italian document DC013 rev. 08. In case of doubt the Italian text prevails.
DC013 rev. 08 — valid for every purchase order and supply contract issued by Laga Srl, until a new edition.

1. Scope

1.1 These conditions apply to all our orders and exclude any conditions of sale of the Supplier, unless accepted by us in writing. Orders, changes and agreements are valid only if in writing (e-mail is sufficient).
1.2 If the Supplier does not accept the order within two weeks, we may cancel it.
1.3 The Supplier passes these same obligations on to its sub-suppliers, for the part that concerns them.
1.4 Laga and its Customers may access, with prior notice, the premises of the Supplier and of its sub-suppliers for audits and inspections.
1.5 The Supplier keeps the documentation of the supply for 30 years.

2. Deliveries and prices

2.1 Agreed dates and quantities are binding. The Supplier informs us immediately if it foresees a delay: silence is itself a breach.
2.2 Unless otherwise agreed, prices are free delivered to the Laga factory, packaging included, and may not be changed without written agreement. The goods travel at the Supplier's risk until our acceptance.
2.3 Materials, tooling and packaging supplied by Laga remain the property of Laga and are used only for our orders.

3. Quality

3.1 The goods must comply with the drawing, the specification and the applicable standards. The Supplier maintains the necessary licences and authorisations.
3.2 Before delivering out of specification, the Supplier requests a **written concession** from Laga and waits for the reply. Any product or process nonconformity, even if discovered after delivery, must be reported immediately to the Laga Quality Department.
3.3 The Supplier informs us **in advance** of any change of process, plant, material or sub-supplier. For special processes it uses only sources approved by Laga or by our Customer.
3.4 **Counterfeit parts**: only genuine and traceable materials are used. The Supplier maintains a counterfeit prevention process, notifies us immediately if it suspects it has delivered non-genuine parts, replaces them at its own expense and is liable for all direct and indirect costs. Suspect parts remain with us.

4. Warranty and liability

4.1 The warranty lasts two years from acceptance. Our inspections may take place at any time during normal activity: the Supplier waives any objection of late notification of defects.
4.2 If the Supplier does not remedy immediately, and there is urgency, we may intervene ourselves or through third parties at its expense.
4.3 The Supplier bears the costs caused by the defective supply — transport, sorting, rework, inspections, recalls — and third-party claims for product liability.

5. Compliance

5.1 **Sanctions and export control.** The Supplier declares that it does not violate sanctions or trade restrictions of the European Union, the United States, the United Kingdom and the United Nations; that neither it nor its directors and beneficial owners are subject to restrictive measures, and that it is not controlled by sanctioned parties. If the supply contains goods subject to export control (dual use, EAR, ITAR), it informs us in writing before delivery, stating the applicable classification.
5.2 **Forced labour and human rights.** No product supplied to Laga is made with forced or child labour, at any point in the chain. The Supplier complies with applicable labour law, takes reasonable verification measures on its own suppliers and does not source from parties on the US UFLPA Entity List. At our request it confirms this in writing.
5.3 **Origin.** On request the Supplier declares in writing the non-preferential origin of the goods and provides the documents needed for customs formalities and proof of origin.
5.4 **Conflict minerals.** If the supply contains tin, tantalum, tungsten or gold, the Supplier declares their origin, specifying whether it is the Democratic Republic of the Congo or an adjoining country, and passes the same obligation on to its sub-suppliers.
5.5 **Ethics and environment.** The Supplier operates according to the Laga Code of Ethics (DC036), is liable for the environmental damage it causes and informs Laga of any fact that makes the declarations of this article no longer true.

6. Confidentiality, property, data

6.1 All information, drawings, models or tooling received from Laga are confidential, remain our property, are used only for our supplies and are not shown to third parties. On request they must be returned or destroyed. The obligation continues after the end of the contract.
6.2 What is made to our drawings may not be offered or sold to others. Results and inventions arising from the assignment belong to Laga.
6.3 The Supplier protects the data and technical documents received with adequate measures, processes any personal data in accordance with EU Regulation 2016/679 and informs us without delay of any breach concerning Laga information or data.

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7. Miscellaneous

7.1 In case of force majeure Laga may withdraw in whole or in part, if performance becomes uneconomic for it.
7.2 The Supplier may not assign the contract or subcontract without our written consent.
7.3 The invalidity of any clause does not affect the others.
7.4 Exclusive jurisdiction of the Court of Brescia. Italian law, excluding the Vienna Convention on the International Sale of Goods.

Pursuant to Articles 1341 and 1342 of the Italian Civil Code the following are expressly approved: 1.1, 1.2, 1.4, 2.1, 3.4, 4, 5, 6, 7.2, 7.4.

Supplier's stamp and signature _____

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