

PURCHASING GENERAL CONDITIONS

1. **Generals**
 - All P.O. condition will be accepted and approval if reported on Optec official P.O. or if referred to a specific supplier agreement/offer
 - Supplier must send the order confirmation within 10 days from the date of the P.O.
 - If the supplier provides ordered material before the order confirmation, the Optec's P.O. will intended as fully accepted under Optec's condition
2. **Technical Information and own**
 - All the technical information sent to the supplier for the specific contract or in general "simply sent for any explanation" will remain the property of Optec and can be used only for Optec projects/contracts
 - All the technical information (under any form : in writing, by mail, by phone, etc..) must be considered strictly confidential and cannot be forwarded to other parties without Optec's approval.
3. **Tools and materials**

Eventual tools or any material provided by Optec to the supplier, must be considered Optec property and supplier will be responsible for their handling and management during the entire period of the PO validity
4. **Quality**
 - Supplier will perform the necessary actions and activity to guarantee the right production and process quality as specified by Optec and in general by a standard quality plan.
 - Supplier will send, for every batch, the conformity document as a quality certification of the items provided. Supplier must be always in compliance with the Rohs rule : Optec's products are parts/components/subsystem of electronic equipment.
5. **Delivery Terms**
 - Delivery date must be in accordance to the Optec's PO
 - Any date change must be communicated to Optec for approval
 - Where defined or under Optec request applied and Optec will have the right to cancel the order
 - If supplier will ship a different quality (lower or higher), this must be authorized by Optec, specifying with the supplier how to manage that "Different Quality".
 - Delivery after the 24th of each month, will be financially managed 30 day later (if not agreed with Optec in advance).
6. **Delivery Method**
 - Delivery must be guaranteed to Optec facility (address specified in the applicable PO)
 - Shipment cost will be negotiated in advance, agreed together and reported on the PO
 - Responsibility on the delivered items, will be taken by Optec only when received
7. **Publicity**

Supplier cannot use the items/information of other for publicity or other without authorization of Optec
8. **Acceptance and warranty**
 - Material receipt doesn't mean "acceptance"
 - Only after Optec's incoming inspection the material will be considered "accepted"
 - Acceptance will be done within 30 days after receipt (latest)
 - Supplier will guarantee the delivered products for a minimum period of 12 months (24 months will be the goal)
 - In case of disputes, Optec will provide the detailed report and clear evidence of the defect; supplier will reply on it and will work with Optec to solve the situation in short time
 - For projected material, Optec will issue an RNC (non conformity report) and material will be shipped back at supplier's change. The credit note for the correct amount.
9. **Prices**
 - Prices are declared in the PO and are fixed for the entire PO validity.
10. **Payment**
 - Payment, only after official Optec's approval, will be performed as agreed in the PO
 - Payment will be transferred the supplier's bank account (bank information must be inserted in the supplier's invoice or on the supplier order confirmation). Invoices due in August and December must be postponed on 10th of the month after .
11. **Changes**

Optec will have a right to ask for quantity, quality, delivery changes and supplier with inform Optec about the impact on the current order.
12. **Supply contract**

Supplier cannot supply the contract or part of, within authorization of Optec. For this reason, the supplier cannot change sub-supplier without informing Optec.
Any way, the supplier will be the only responsible for the current PO

13. Supply credit
Supplier cannot supply the Optec credit to a third party. In any case of request/needs, supplier will ask for Optec's authorization
14. Confidentiality
All the information and documents received by Optec, cannot be for warded or communicated to a third parties without Optec's authorization
15. Order Cancellation
Supplier is responsible for the current PO and any violation of the previous articles.
Optec can cancel the PO incase of :
 - a) violation of the contract
 - b) violation of the articles before mentioned
 - c) in case of "uncompliance" to the PO
 - d) in case of supplier will be not able to conclude/continue the PO

Optec will cancel the PO in writing with immediate validity from the date of the letter
16. Force Majeure
Force majeure must be intended as "any event out of the supplier control". Everything related to the company and his activity is considered as a supplier responsibility. Any way supplier must advise Optec within 5 days.
17. Low and rules
The PO is covered by Italian law, in particular the reference place, in case of legal disputies, is the "Court of Novara"