

## **GENERAL PURCHASE CONDITIONS**

**1. GENERAL INFORMATION** – The general conditions as below shall be considered valid for all orders unless express departure from the general conditions is made in said order by way of special conditions.

All conditions as of the order herein shall be accepted as integral part of said order. Any clause affixed by the Supplier in said Supplier's invoices, bills and correspondence contrary, or supplementary, to the general or special conditions agreed on and indicated in the order herein shall be considered as being unwritten. Any departures from the terms and conditions herein must be accepted by us in writing.

**2. DELIVERY TERMS** – Delivery terms agreed on and indicated in the order herein shall be binding. In the event of non-observance of the delivery terms not due to proven causes of force majeure, also for only part of the order, the supplier shall be paid direct or indirect damages resulting from said non-observance. In addition, we reserve the right to cancel the order for the part not delivered in the times agreed.

**3. DELIVERIES** - The material shall always be accompanied by a delivery note indicating the date and order number. Risk to the goods shall pass to us upon receipt of said goods by our officers at our warehouses also when shipment of the goods is arranged by us. Signature for receipt on the bill of entry by our personnel shall be considered as mere acknowledgement of receipt of the goods; acceptance of the goods is subject to subsequent controls.

**4. INSPECTION OF GOODS** – The supplier guarantees that the material complies with the technical characteristics requested by the client. Verification of the quantities and quality of the goods and any complaints regarding shortages, defects or errors of any type whatsoever shall be performed by us as soon as possible. In any case, We reserve the right to make regular claim, considered valid to all intents and purposes, even if the relative invoices have already been paid, concerning any faults or latent defects identified at a later stage. In particular as regards machinery and material, the supplier shall always be held responsible for direct and indirect damage said machinery or material could cause us or third parties. The supplier shall arrange for the withdrawal of faulty goods from our warehouses at this expense.

**5. HEALTH & SAFETY** – Seller will supply free of charge to the delivery address shown information sheets containing comprehensive guidance and warnings concerning the proper and safe use and treatment of the good. Seller will supply such further copies of the information sheets as the Purchaser requires free of charge.

**6. LANGUAGE** - Only the Italian version of these General Purchase Condition shall be binding.

**7. CODE OF CONDUCT**

Seller agrees to abide by Buyer's Code of Conduct in its dealings with Buyer. The Buyer's Code of Conduct is available for review by accessing [www.airproducts.com/codeofconduct](http://www.airproducts.com/codeofconduct).

**8. COMPETENCE** – The Judicial Authority competent in the event of dispute shall be the Court of Milan.