

	General Terms and Conditions of Supply	Doc
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These *General Terms and Conditions of Supply* govern the commercial relations between **FRESAL S.r.l.** and the Customer, defining the technical, economic, logistical, and contractual terms applicable to the supply of products and services.

These conditions apply to all supplies, unless otherwise specifically agreed in writing between the parties, and form an integral part of offers, orders, order confirmations, and any commercial document issued within the scope of the contractual relationship.

Object of the Supply

- **Scope of supply:** FRESAL S.r.l. supplies tools, mechanical components, and machined products according to the technical specifications agreed upon with the Customer, including any approved revisions.
- **Technical documents:** The characteristics of the supply are defined by drawings, technical data sheets, or other documents approved between the parties.
- **Technical modifications:** Any changes to the specifications must be agreed upon and approved in writing prior to the start of production.

Offers and Acceptance

- **Validity of the offer:** Offers have a standard validity of 10 days and do not constitute a binding commitment until the order confirmation is issued.
- **Prices:** For special tools, prices are net of VAT; for standard tools, the current price list applies with the agreed discount.
- **Order confirmation:** The Customer's order is considered accepted only following written confirmation by FRESAL S.r.l.
- **Order modifications:** Any modification or integration must be approved in writing before implementation.
- **Order cancellation:** Cancellation is subject to acceptance and may result in charges for costs already incurred.

Economic Conditions

- **Prices and discounts:** The prices and any applied discounts are those agreed upon and formalized in the commercial documents.
- **Economic updates:** Any price variations due to technical modifications, market changes, or price list updates will be agreed upon in writing with reasonable notice.
- **Economic elements in the invoice:** The invoice reports the reference to the delivery note (DDT), item code, and agreed economic elements.

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- **Additional charges:** Special packaging, certifications, or additional controls are subject to a dedicated agreement.

Terms of Payment

- **Agreed terms:** Payment terms are established by mutual agreement and stated in the commercial documents.
- **Suspension of terms:** In the event of disputes or incomplete documentation, the running of the payment terms remains suspended until the non-conformity is resolved.
- **Late payment interest:** In case of delay, interest applies in accordance with current legislation.
- **Set-offs:** Unagreed set-offs between the parties are not permitted.

Delivery and Terms of Delivery

- **Delivery times:** Delivery times are indicative, unless otherwise agreed in writing, and may vary based on technical complexity or material availability.
- **Delivery of goods:** Delivery is defined according to specific agreements and reported in the commercial documents. Upon request by the Customer, different delivery terms can be agreed (DAP, DDP, EXW, etc.).
- **Packaging:** Packaging is prepared to ensure the protection of the material; special packaging may incur additional costs.
- **Scheduled collections:** In the case of collection at FRESAL, the Customer organizes the transport and respects the agreed schedule.

Quality and Controls

- **Technical conformity:** FRESAL guarantees conformity with dimensional, functional, and surface treatment requirements.
- **Customer controls:** The Customer verifies the goods upon receipt and reports any discrepancies within 8 days.
- **Non-conformity:** Non-conformities must be documented; FRESAL evaluates the claim and defines corrective actions.
- **Audits:** Any audits at FRESAL must be agreed upon in advance.

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Documentation

- **Accompanying documents:** Every delivery includes the delivery note (DDT), any requested certificates, and relevant technical documentation, if required.
- **Traceability:** Upon request, FRESAL can provide additional documentation on materials and processes.
- **Archiving:** Documentation is retained in accordance with the timeframes required by regulations.

Warranty

- **Coverage:** The warranty exclusively covers material or workmanship defects attributable to FRESAL and provides, at FRESAL's discretion, for the repair or replacement of the component recognized as defective.
- **Exclusions:** Indirect damages, machine downtime, production losses, or improper use are excluded.
- **Duration:** The duration is defined in the commercial agreements or, in their absence, according to current regulations.

Confidentiality

- **Confidentiality obligation:** FRESAL keeps confidential all drawings, specifications, and technical information received from the Customer.
- **Limitations of use:** The information cannot be used for purposes other than those specified in the contract.
- **Duration:** The obligation remains in force even after the termination of the commercial relationship.

Limitation of Liability

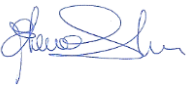
- **Limits:** FRESAL's liability is limited to the value of the disputed supply.
- **Exclusions:** Indirect, consequential damages, lost profits, or machine downtime are excluded.
- **Customer responsibility:** The Customer is responsible for the correct use of the products and their suitability for the final application.

Applicable Law and Jurisdiction

- **Applicable law:** The contractual relationship is governed by Italian law.

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- **Competent jurisdiction:** For any dispute, the Court of Turin shall have exclusive jurisdiction, unless otherwise agreed in writing.

Rev.	Data	Description of modification	Modified pages / paragraphs
0	13.05.2026	First issue	---
Drafted by FRESAL S.r.l.		Verified by RSQA 	Approved by CEO 