

General Terms and Conditions of Purchase for Suppliers

- A. These terms and conditions of purchase ("Conditions of Purchase") govern the relationship between CustoM 2.0 S.r.l., Tax Code and VAT 05528440018, with registered office in Turin, via Pomba n. 20 and operational headquarters in Grugliasco (TO), strada del Portone n. 129 ("CustoM") and the supplier ("Supplier" and, jointly with CustoM, "Parties") relating to the purchase of goods ("Products") and the supply of services ("Services").
- B. These Terms of Purchase, together with the order ("Order"), constitute the contract that will govern the relationship between the Parties. In the event of any discrepancy between the provisions of CustoM's purchase order ("Order") and the provisions of the Purchase Conditions, the provisions of the Order shall prevail.
- C. The Supplier may not invoke or object to conditions other than those contained in the Order and in these Conditions of Purchase. Any clause and/or provision indicated by the Supplier contrary to and/or in any case supplementary to the Conditions of Purchase shall be deemed invalid and/or ineffective and/or not binding on CustoM, unless expressly accepted in writing by CustoM.
- D. The Supplier must send its order confirmation or sign the Order or in any case accept the Order in writing as a sign of unconditional acceptance of the Conditions of Purchase; in the event of no express acceptance, the execution of the Order will also constitute acceptance of the Conditions of Purchase.
- E. The Supplier undertakes to deliver the Products and/or provide the Services in accordance with the terms set out in the Order. The agreed delivery terms are considered peremptory. Unless otherwise provided for in the Order, all transport costs and risks shall be borne by the Supplier until delivery (free of charge), including - by way of example but not limited to - all costs of packaging, transport, freight transport service and/or any other service of any kind connected therewith, as well as any other additional costs related to the execution of the supply pursuant to the Order. Ownership of the Products will be transferred from the Supplier to CustoM only at the time of delivery. Delivery will be deemed to be the date of receipt on the transport document.
- F. CustoM reserves the right to verify compliance with the conditions, quality and quantity of the Products subject to the Order. Defective goods or goods that do not comply with the agreed conditions as well as excess goods will be returned and then made available to the Supplier or sent back, all at the expense of the same who will assume responsibility, risks and dangers even for the period in which the Products remain in storage at CustoM.
- G. The Supplier is required to provide, where necessary, (i) the overall design and related mechanical drawings (preferably in STEP format), (ii) reference diagrams (electrical, pneumatic, hydraulic, etc.), (iii) component datasheet, (iv) EC declaration of conformity, (v) calibration certificates, (vi) copy of the software executable and (vii) bills of commercial components.
- H. In the event of delay in the delivery of the Products, a penalty of 2% will be applied to the Supplier for each week of delay up to a maximum of 10% of the total value of the Order,

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without prejudice to compensation for further damage suffered and the right to terminate the Contract, by giving simple written notice pursuant to Article 1456 of the Italian Civil Code, after 45 days of delay. Partial and/or incomplete execution or delivery will be considered non-performance or delivery.

- I. Pursuant to and for the purposes of Legislative Decree no. 196/2003 and EU Regulation no. 2016/679, the Supplier acknowledges that it has received and accepted CustoM's information regarding the processing and communication of the data provided to CustoM for the preparation, and/or in operation and/or execution, of the Order. In any case, if necessary, the acceptance of these Conditions of Purchase has the value of further certification of the Supplier's consent to the processing of their personal data, as provided for in the specific CustoM information available at the following link www.customsrl.com/privacy-policy.
- J. For any dispute that may arise between the Parties in any way arising from or in any way relating to the Order, the Conditions of Purchase and in any case to the contractual relationship between the Parties, including the validity, interpretation or execution, the Court of Turin shall have exclusive jurisdiction.

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the Supplier declares that it has read, examined and specifically approves the following clauses of the Conditions of Purchase: C (mandatory nature of the Conditions of Purchase); E and F (delivery and compliance); J (place of jurisdiction).

 UNI EN ISO 9001:2015 certified company		
	Cod. Custom2.0 - General Terms and Conditions of Purchase for Suppliers_2026.docx	R00
	Confidential documentation for the exclusive use of the parties.	Pag. 2 / 2