

# TRAFITAL

acciai trafilati - pelati - rettificati



1953 - 2013



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## TECHNICAL SPECIFICATIONS AND GENERAL CONDITIONS OF PURCHASE

### 1. Quantity

1.1. The quantity shipped may differ from the quantity ordered by a maximum of 10%.

### 2. Length

2.1. Only the lengths agreed in the order will be accepted; any bars that do not meet this requirement may be returned.

### 3. Weight of the bundles

3.1. The maximum weight of each bundle or set of rolls shall not exceed 3,500 kg.

3.2. For drawn materials, the maximum weight shall be 1,500 kg.

3.3. Each bundle shall have two lifting rings placed approximately three metres apart, equidistant from the ends of the bars.

### 4. Identification

4.1. Each bundle must have a tag which allows the product to be traced by means of the casting code, size and type of steel.

### 5. Control documents

5.1. The Supplier shall send the Purchaser the 3.1 certificate, drawn up in accordance with UNI EN 10204, latest version in force, containing at least the chemical analysis and mechanical characteristics of the material delivered.

### 6. Compliance with reference standards

6.1. The products must be supplied in such a way that, after drawing, peeling or grinding, they have the characteristics specified in standard UNI EN 10277.

### 7. Tolerances

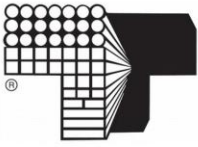
7.1. For rolled products, reference shall be made to standard UNI EN 10058, latest version in force; however, if the geometry of the section makes it impossible to draw the material within the tolerances established for drawn products by standard UNI EN 10277, latest version in force, the material delivered shall in any case be considered as not conforming to the order.

7.2. For drawn materials, reference shall be made to the tolerances established by standard UNI EN 10277, latest version in force.

### 8. Purchase orders

8.1. The Supplier supplies its products in compliance with the purchase orders and on the basis of the technical specifications sent by the Purchaser.

8.2. The Supplier undertakes to communicate its acceptance of each Purchase Order by sending to the Purchaser a copy thereof signed for acceptance. The Purchase Order shall in any event be deemed to have been accepted by the Supplier, unless the Supplier informs the Purchaser in writing of its rejection.



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## 9. Delivery

- 9.1. In the event of variations of the delivery date more than 30 days with respect to what has been confirmed, the Supplier must inform the Purchaser about the delay, in order to make the appropriate arrangements. Failing this, the Purchaser reserves the right to cancel the order by simply notifying the Supplier in writing. In any case, the Purchaser's right to compensation for damages suffered as well as to any other right due to him under the law is reserved.
- 9.2. In the absence of an express indication to the contrary, delivery takes place DDP (Delivered Duty Paid) Incoterms ICC, latest version of the International Chamber of Commerce.
- 9.3. The vehicles used for the delivery must imperatively be unloadable from above using an overhead crane, with sides of a maximum height of 2.5 metres from the ground.

## 10. Prices and terms of payment

- 10.1. The prices indicated by the Purchaser in each Purchase Order and confirmed by the Supplier shall be understood to be fixed and invariable. Unless otherwise agreed, the prices are to be understood as with delivery terms DDP.
- 10.2. The Purchaser shall pay to the Supplier the price of the products in accordance with the payment terms and conditions set out in the relevant Purchase Order.

## 11. Contractual warranty

- 11.1. The warranty period is 24 (twenty-four) months from the date of delivery of the products to the Purchaser. The Purchaser has the right to assert any lack of conformity or any defect in the products supplied, notifying the Supplier of such differences and defects in writing within and no later than 60 (sixty) days from their discovery. The guarantee also covers non-conformities and defects relating to products already sold and delivered by the Purchaser to its customers; in this case, the term of the complaint begins when the Purchaser receives notice of the existence of the relative non-conformity or defect from its customer.
- 11.2. If the products are found to be non-conforming or flawed, the Purchaser has the right to reject the delivery, request the withdrawal, repair or replacement of the products and the relative expenses will be borne by the Supplier.

## 12. Compliance with the Code of Ethics

- 12.1. The Supplier undertakes to share and comply with the principles and model of conduct set out in the Purchaser's Code of Ethics published on the Purchaser's corporate website. Each Purchase Order sent by the Purchaser and each contract concluded shall be deemed to be subject to the principles and criteria of conduct set out in the aforementioned Code of Ethics.

## 13. Applicable law

- 13.1. These General Conditions and the contracts concluded on the basis of these General Conditions are subject to Italian law and, in particular, to the United Nations Convention on the International Sale of Goods signed in Vienna on 11 April 1980 whenever there is an "international sale" as defined therein.
- 13.2. Should one or more provisions of these General Terms and Conditions be null and void or ineffective, the validity and effectiveness of the General Conditions as a whole shall remain unaffected.
- 13.3. The text of these General Conditions in Italian is the only authentic text between the Parties.
- 13.4. Any dispute arising from these General Conditions or from the contracts concluded in application of the same shall be settled exclusively by the court of the Purchaser's registered office.