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* nota bene: le modifiche sono evidenziate nel documento con carattere corsivo, ad esempio: *Paragrafo Modificato*

Rev.	data	autore	Redazione / modifica*
1	14/11/2017	marco cirillo	Aggiunta Paragrafo 11: SMQ del fornitore
0	16/11/2014	paolo russo	prima emissione

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1. DEFINITIONS

The following terms, as used in these General Purchasing Conditions, shall have the meanings set forth below:

- **CUSTOMER:** the Society LEVA SPA and its subsidiaries.
- **SUPPLIER:** the society that has received an order issued by LEVA SPA or its subsidiaries, to execute the supply of the material.
- **ORDER**: is the set of the contractual documents sent from the Customer to the Supplier, consisting of the Order Document with the Special Conditions, the General Conditions of Purchasing, the technical specifications, the drawing and all the other documents necessary for the correct fulfillment of the order by the Supplier.
- **MATERIAL:** is constituted by the object of the order assigned by the Customer to the Supplier and that the supplier is required to achieve and to deliver to the Customer according to what is specified in the Order.
- **PARTY:** refers to the Customer or the Supplier.
- **PARTIES:** means jointly the Customer and the Supplier.
- **TECHNICAL INFORMATION:** are each type of information, technical and technological documentation, of models and samples transferred by the Customer to the Supplier to the correct execution of the order.
- **CUSTOMER:** the society that has awarded the supply for which it is issued the Order to the Supplier.

2. GENERALITY

2.1. The contractual relationship resulting from the completion of the order is governed by the present conditions and the specific terms expressed in the order, as well as by the general and special LEVA SPA specifications which are of interest to the execution of the order and brought to the attention of the Supplier. Eventuali deroghe o condizioni aggiuntive saranno valide solo se pattuite per iscritto. Any exceptions or additional conditions will only be valid if agreed in writing.

2.2. The order becomes irrevocable by LEVA SPA from the time it reaches the same duplicate duly signed by the Supplier for acceptance. Even if LEVA SPA does not receive the duplicate of the order signed by the Supplier, the execution of the supply by the latter will in any case be understood as a tacit acceptance of these conditions and of the specific terms expressed in the order. Until the Acceptance of the Order signed by the Supplier is received by the Customer, this latter is entitled to revoke the Order with the prior sending of a simple written notice. The Supplier is aware that the failure to return of the signed copy in the Order can cause delays in the payments.

2.3. The order and / or its execution are not transferable by the Supplier, even partially.

2.4. The court of Turin is competent for any dispute. The applicable law is always Italian.

2.5. The Supplier undertakes to treat as confidential any technical, commercial or other information hat it becomes aware of in connection with the execution of the order.

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2.6. In the event that there are circumstances such as to provide that the Supplier will not be able to ensure the current fulfillment of the commitments undertaken, and in the event of bankruptcy, agreement or any concerted action against the Supplier's business or in the event of liquidation or transfer of that business, LEVA SPA will be entitled to withdraw from the contractual relationship by simple written communication.

2.7. Any behavior of any of the two parts that does not correspond to one or more of these conditions shall have the right to the other party to request, at any time, the application of the same.

3. TECHNICAL INFORMATION OF INDUSTRIAL PROPERTY

3.1. Technical information that LEVA SPA communicates or makes available to the Supplier for the design, testing, development or the production of an item, its prototypes or equipment, remain the exclusive property of LEVA SPA and may be used to execute LEVA SPA orders. In relation to these, the Supplier, even after the termination of the supply relationship, is required to:

a. keep them with the greatest care and confidentiality and return them to LEVA SPA at the request of the same;

b. identify them as proprietary to LEVA SPA in cases where LEVA SPA has not done; do not reproduce or copy them, except in the limits expressly authorized by LEVA SPA, and do not transmit or disclose its contents to third parties; do not ask for patents or other industrial property rights, however where they are requested, they must in any case be transferred to exclusive LEVA SPA property;

c. not produce or have produced and / or provided to third parties, for any reason, directly or indirectly, for use in production or as spare parts, designed details or products exploiting the technical information resulting from the activities carried out in the execution of the Order of Commissioned;

d. impose and guarantee the respect of the obligations deriving from this Article to any third party cooperating with the Supplier even if authorized by the Customer.

3.2. In proposing or agreeing to study and / or adapt for the Client or provide the same with a particular, the Supplier is obliged to communicate in advance to the Customer in writing whether and by what title of industrial property the same is covered. Failure to notify the Supplier in advance shall mean that the Supplier waives its right to assert its rights towards the Customer and the suppliers to whom the Customer is entrusted with the production of the interested party.

3.3. Unless otherwise agreed in writing at the time the study and / or the adaptation and / or supply of the particular, are proposed or accepted by the Supplier, save, where applicable, the application of Article 3.1, without prejudice to the rights of Supplier deriving from the industrial property rights communicated to the Customer in compliance with the previous Article 3.2, in the event that, the connection with research, design, experimentation or development work carried out for a particular to be used on the Client's production, the Supplier will realize inventions , patentable or not, will notify the Customer and will make available to it any documentation and information necessary or useful for production; in relation to these inventions and the relative industrial property rights, the licensing right for the production (direct or through third parties) the sale and use in Italy and abroad, for use in the production of the Customer. The Supplier undertakes, where requested by the Customer, to request the suitable patent of the invention in Italy and in foreign countries or to allow the Customer to do so, in the name and on behalf of the Supplier. In the event that the invention subjected to industrial patent rights is obtained independently by the Supplier, with the approval of the Customer, without information, documentation or technical collaboration of the Customer, the latter will pay a fair remuneration as payment for the aforementioned license.

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In the other cases the license and sublicensing rights mentioned above will be considered free of charge. In the event that the research, design, experimentation or development work is carried out by the Supplier in execution of a specific task of the Customer, the invention or the relative industrial property rights, the drawings and in general the technical results will be the exclusive property of the Customer.

3.4. The Supplier undertakes, where requested by the Customer, to affix the Customer's mark on the details ordered and / or on the original packages that the Customer may request. This application and / or packaging can not under any circumstances be considered as a license to use the Customer's trademark. Therefore, the above data can only be provided to the Customer.

4. SPECIFIC TOOLING ANDE MATERIAL

4.1. The equipment (gauges, molds, specific equipment, control equipment, etc.) that the Customer makes available to the Supplier for the execution of the order remain the exclusive property of the Customer. The Supplier is responsible for their maintenance, conservation as well as any loss, breakage or damage.

With regard to the aforementioned equipment, the Supplier is required to:

a. register and mark them as owned by the Customer;

b. provide, where requested by the Customer, adequate insurance against fire, theft, vandalism, natural disasters, tampering and other risks of insurable loss or damage;

c. keep them and use them with the utmost care and provide, at their own expense, for ordinary maintenance;

d. report to the Customer the extraordinary repairs, replacements or necessary renovations, with the utmost urgency, being understood that it will be up to the Customer any decision about the implementation of such repairs, replacements or remakes, which will be understood by the same Customer provided that they do not are due to accidents, negligence or other causes attributable to the Supplier, in which case each expense will be charged to the latter;

e. do not transfer them outside their premises except within the limits of what has been previously authorized by the Customer;

f. allow the persons in charge of the Customer to check, during normal working hours, the procedures for their conservation and use as well as their state of use;

g. not transfer them to third parties for any reason, do not constitute guarantees on them;

h. not use them or allow them to be used except for the execution of orders from the Customer even after the supply to the Customer has ceased, however, not produce and / or transfer to third parties for any reason, directly or indirectly, for use in production or as spare parts, details designed or produced on the basis of the same;

i. comply with the instructions that will be provided by the Customer with regard to their return, scrapping or storage at the time of termination of the supply of the particular for which they are used.

4.2. The provisions referred to in Article 4.1 are intended to be applicable to the extent compatible, also in relation to semi-finished products and other materials owned by the Customer which the latter has made available to the Supplier for or in relation to the execution of the Order.

4.3. With reference to the specific equipment owned by the Supplier, in relation to which the Customer is obliged to pay the residual depreciation in case of early termination of the supply; they must be sold to

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Customer at a price equal to the residual depreciation in any case of termination of supply; it is expressly agreed that they can be used exclusively for the execution of the Order.

5. MODIFICATION OF THE SUPPLY

5.1 The Supplier undertakes, if requested by the Client, promptly:

a. change the characteristics of the particular ordered;

and/or

b. suspend or cease production and supply of the ordered item upon receipt of such decision by the Customer.

In this case, provided that the Supplier complies with the provisions of Article 5.2, the Customer will be required to take over, unless otherwise agreed, the parts already completed or being processed for a quantity which, in any case, can not be higher than the sum: (1) of the deliveries scheduled for the month in which notice of change or cancellation is notified for the following month; (2) of the semi-finished and raw materials for the production of the particular object of delivery for the second successive month and (3) of the volume of compulsory contractual stocks.

These details, completed or in progress, and the relative raw materials will be considered sold to the Customer and therefore the Supplier will be required to comply with the instructions of the Customer with reference to their destination or delivery.

5.2 In the cases referred to in the preceding Article, the Supplier shall be obliged to take all measures necessary to contain, as far as possible, the quantity of the modified or canceled parts chargeable to the Customer according to the preceding Article 5.1 and in any case to comply with the agreements made from time to time with the Customer and / or with the instructions of the latter, as well as to allow the Purchaser to control inventory.

6. RELIABILITY, QUALITY AND CONTROLS

6.1 Unless otherwise agreed in writing at the time the study and / or the adaptation and / or supply of the particular are proposed or accepted by the Supplier and without prejudice to the case in which the particular is produced by the Supplier in accordance with technical and technological documentation Messages provided by the Customer, the Supplier undertakes to carry out and / or have carried out all the tests and / or checks necessary to establish the reliability and suitability of the particular for the intended use as well as its compliance with the provisions of Italian law and foreign companies reported by the Customer.
The results of the aforesaid checks and tests will not bind the Customer, who reserves the right to give the approval of supply at his sole discretion.
The Supplier is authorized to start mass production only after receiving the approval from the Customer on the first samples.
It is however understood that, unless otherwise specified and specific written agreement, the eventual approval of the Customer's Technical Bodies and / or the Customer's delivery approval does not exonerate or diminish the Supplier's responsibility and guarantees.

6.2 The Supplier undertakes to put in place and maintain production and control means and processes suitable to ensure that the parts of the supply are, at all times reliable, of adequate quality and compliant with the Customer's technical requirements (drawings, standards, specifications, tables, approved and / or deposited samples, etc.).

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6.3. Without prejudice to the responsibilities and obligations arising from the previous Articles 6.1 and 6.2, the Supplier undertakes to comply with the provisions contained in the NI_09.01 "quality agreement" that the Supplier declares to know and accept, and also undertakes to allow access to personnel delegated by the Customer to carry out inspections and controls on the working and / or testing methods implemented.

6.4. The Supplier undertakes to issue a quality certificate with which he certifies that the parts sent to the Customer have been adequately tested and that, as a result of this testing, they have been found suitable.
Each batch of parts sent to the Customer must be accompanied by the relative quality certificate, in the absence of which the Customer will have the right to reject the goods.

6.5. No modification may be introduced by the Supplier in the production of the particular, except as a result of written authorization from the Customer.
The Supplier is obliged to report to the Customer the technical innovations that are likely to improve the quality and / or characteristics of the particular ordered, as well as the technological innovations that may affect the quality of the particular.

6.6. In the event that the ordered item is subject to Italian and / or foreign legal regulations concerning safety and the environment, upon the Customer's indication, the Supplier is obliged to prepare specific documentation concerning the type approval and the production processes from which it appears; among other things, with which modalities, by whom and with what results the characteristics concerned have been tested.
This documentation must be kept by the Supplier for at least 15 years and must be delivered to the Customer upon request.
Moreover, since the Customer is obliged to the competent authorities to allow the same checks and inspections on production and testing methods and on the testing documentation, the Supplier declares himself available to allow similar checks and inspections also at his company.
The Supplier is obliged to impose similar obligations on its subcontractors.

7. PACKAGING, TRANSPORT AND DELIVERY TIME

7.1. The marking, packaging, labeling, identification, dispatch and transport of the parts must be carried out in accordance with the Commission's instructions. The supplier will be liable for damages arising from anything, damage, damage, shipping, labeling, identification, shipping.

7.2. Unless otherwise specifically agreed, the delivery of the ordered items, for the purpose of ascertaining compliance with the terms of delivery and transferring the risk of the goods from the Supplier to the Customer, takes place at the time of delivery of the goods to the warehouses and / or destination establishments.

7.3. In the context of a programming methodology that will be communicated by the Customer or in the presence of agreed delivery terms or programs, the terms and delivery schedules are mandatory and essential and, with respect to them, neither delays nor early deliveries are permitted.
The Customer is authorized to return supplies received before the agreed term, at the expense and risk of the Supplier or to charge the latter for storage costs.
In case of delivery delays not due to circumstances of force majeure, the Customer will have, at his choice, one or more of the following faculties:

a. to claim the execution of the order, in whole or in part, and apply a conventional penalty equal to - unless otherwise agreed otherwise - to 0.50% of the price of the quantities not delivered within the agreed term, for each day of delay up to a maximum of 10% of the value of this supply;

b. to procure elsewhere, at any time, in whole or in part, the parts ordered, at the expense and risk of the Supplier, with the exclusive charge of communicating it to the Supplier;

c. to resolve, with immediate effect, the full order pursuant to and under Article 1456 of the Civil Code, by simple notification to the Supplier. And without prejudice, in any case, the right to compensation for the greater damages actually incurred.

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7.4. The Supplier is obliged to maintain in its warehouses the stocks of particulars necessary to ensure the continuity of the supplies according to the programs.
The stocks, consisting of the tested material, suitably rotated, must be arranged in such a way as to facilitate the identification and control of the quantities by the persons in charge of the Customer.
In the event that the Supplier, in relation to objective impediments, foresees difficulties in respecting the delivery terms, he will immediately notify the Customer, who may authorize to draw the necessary quantities from the stocks, except for the ready reintegration once the 'emergency.
Periodically, it will be specified by the Purchaser to the Supplier the amount of stocks for each type of detail, being understood that, in relation to the details for which nothing will be communicated, the relevant safety stock must be, at least, equivalent to 30% of the monthly needs indicated in refueling programs (average value for the current quarter).
In the event of default, a penalty equal to 20% of the value of the missing inventory will be applicable to the Supplier.

In the event that the execution of the Order is prevented by the occurrence of proven circumstances of force majeure, the terms of delivery shall be considered extended and the new deadline will be established by mutual agreement between the Parties in relation to the impediment and on condition that the Supplier promptly informed the Customer by telegram of the occurrence of force majeure and has taken all measures to limit its effects.
The fact of force majeure can not be invoked if it arises after the expiry of the agreed delivery deadline.
Furthermore, it is specified that in no case will the delays of the sub-suppliers be considered a force majeure.
If the circumstance of force majeure causes a delay in delivery of more than 20 days, or a delay even less but incompatible with the production needs of the Customer, the latter will have the right to terminate the Order, in whole or in part, at any time , by simple written notice to the Supplier.

7.5. The Client's liability is excluded in the case of strikes, fires, picketing or other circumstances beyond the control of the Customer that prevent receipt of delivery or lead to a reduction in the requirements of the ordered details.

8. ACCEPTANCE AND WARRANTY

8.1. The simple delivery or payment of the goods can not under any circumstances be considered as tacit acceptance of the goods, which is carried out by the competent authorities of the Customer according to the methods indicated below in this Article.
The Supplier may send its personnel to the Customer's premises, subject to agreement with the same, to view the means and procedures used in the receipt check and acceptance test.

8.2. The Supplier guarantees compliance, both as agreed and as stated in the delivery notes. In the event that at the time of the receipt check results the quantitative non-conformity of the goods delivered to the agreed upon, the Customer will have, at his choice, one or more of the following faculties:

a. to accept the quantitative differences found with the right to modify the quantities of any subsequent supplies accordingly;

b. except for any tolerances agreed upon in advance in writing, to reject the part of the supply that was found to be exceeding, with the faculty, if the Supplier does not provide for immediate collection, to return the excess at risk and expenses of the Supplier or charge the same for the stock and storage costs;

c. to obtain that the Supplier immediately sends the missing part of the supply, being understood that any greater charge or expense for the immediate integration of the shortfall will be borne by the Supplier.

In the event that at the time of the receipt check results the quantitative non-conformity with respect to what was stated in the delivery remittance, the Client, in addition to the above, may apply to the Supplier a 10% penalty on the value of the missing particulars.
The Customer's complaints regarding the exercise of the faculties provided for in this Article 7.2. must be communicated to the Supplier within 90 days from the date of delivery of the lot concerned.

8.3. The Supplier warrants the details supplied free of faults, defects and non-conformance to the agreed and the legal prescriptions indicated by the Customer, found at any time, before or after use in production of the item, during or after assembly on the product and after the commissioning of the product or after the

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placing on the market the parts supplied as spare parts or as loose parts and until the expiry of the warranty period offered by the Customer to its customers on the various markets. And this in accordance with the methods described below in this Article 8.3.

8.3.1. In the event that the defect, the defect or the non-conformity are detected in the period between the delivery of the particular and the exit from the factory of production of the particular or of the product on which the particular was used, the Customer will have the right to:

a. to obtain, at the Supplier's expense, the immediate replacement of the parts concerned or of the entire lot of which they belong when the agreed tolerance percentage is exceeded;

b. to reject the interested parties or, when the agreed tolerance percentage is exceeded, the entire lot of which they are part, at the expense and risk of the Supplier, without requesting replacement when it has no use for the Customer;

c. to request that the Supplier provides at its own expense to the selection of defective details or make such selection at the expense and risk of the Supplier if the latter has not done so within the term requested by the Customer or in the cases agreed with the Supplier;

d. to recover, at the expense and risk of the Supplier, the parts involved with additional work in cases of urgency or in cases where the supplier is not able to provide for immediate replacement or in cases agreed with the Supplier.

The Customer's complaints regarding the exercise of the aforesaid faculties must be communicated to the Suppliers within 9 months from the delivery date of the interested parties.

8.3.2. For defects, defects and non-conformities detected in the period between leaving the factory of production of the product on which the particular is mounted (or, where appropriate, after the sale of the item or product as a spare or as a loose part) and the expiry of the guarantee given by the Customer to the customer the Customer will have the following options:

a. request the prompt free replacement of the particular defective results, at the Supplier's expense, it being understood that, in the event that the Supplier has not done so within 45 days from the Customer's request, the latter will be entitled to charge the same the price of the first supply of the aforementioned defective details, in force at that time, plus 3%;

b. to repair defective details by charging the Supplier;

c. to charge the Supplier for the value of particular defective results at the price in force at that time, in the event that the replacement referred to in paragraph (a) is not useful for the Customer in relation to the cessation of use of the particular in the production of details;

d. with regard to the details for which it is indicated in the Order, to charge the Supplier for the value of particular defective or non-compliant results on the basis of the joint examination of sample quantities collected by the Customer, according to a separate method communicated to the supplier; the aforementioned value having to be calculated at the price of the first supply in force at the time of the charge increased by 3% (except for any higher rate agreed between the parties) and being understood that in case the Supplier, invited by the Client for the examination joint does not occur within the deadline, the Customer will be entitled to charge the amount based on the amount of allegedly defective details through the sample examination carried out in the absence of the Supplier.

In each of the cases referred to in the previous letters (a), (b), (c), (d), the Supplier shall be charged with the cost of dismantling and assembly operations necessary for the elimination of the defect. For the exercise of the faculties referred to in letters (a), (b), (c) the Customer's complaints must be presented to the Supplier within 6 months from the date on which the defect is found; the Supplier undertakes to carry out the interventions requested on the basis of the aforementioned complaints, being entitled to control, at its own expense, the validity of the same at the premises indicated by the Customer.

8.3.3. In the event that the material for the production of the defective part has been supplied to the Supplier by the Customer, the following will be applied:

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a. if it is a defect of the material supplied by the Customer that can not be detected by the Supplier according to the agreed testing standards or, failing that, according to the Supplier's testing standards, the warranty obligations of this Article will not be applicable;

b. if it is a defect of material that is not hidden or otherwise detectable according to the aforementioned rules, the warranty obligations of this Article will be applicable, it being understood that the Supplier will be charged, rather than the price of the particular, the fee established for processing of the Supplier in force at the time of the debit, increased by 3%;

c. if it is a defect deriving from processing, the warranty obligations of this Article will be fully applicable.

8.3.4. The Supplier undertakes not to place on the market and to scrape the defective or non-conforming details returned by the Customer and for which the relative recovery for the Customer has not been agreed with additional work, as the Contractor is reserved for any inspection and control for the verification of this fulfillment.
Upon agreement with the supplier on the methods of implementation, the Customer can directly provide for the aforementioned scrapping and that on behalf and at the expense of the Supplier.

8.4. Except for the details of industrial property of the Customer, the Supplier warrants that the production, use and marketing of the details supplied by him do not result in counterfeiting of third party industrial property rights, both in Italy and abroad, assuming the burden of the prompt definition of any third party claims and in any case keeping the Client free from such claims and guaranteed by any action aimed at preventing the free production, sale or marketing.

8.5. In the event that the Customer was sued in court, for civil liability (including "product liability") or contract, or if the violation of legal requirements (safety, pollution, etc.) was contested as a result of the defect, non-compliance or non-compliance reliability of the supplied details, the Supplier will be obliged to indemnify the Customer and to compensate any damage suffered by the same. The Customer is obliged to inform the Supplier as soon as he has learned that the violation of the standard or the call in question of his responsibility is based on the defect, non-conformity or non-reliability of the part provided by the Supplier.

8.6. Unless otherwise agreed in writing at the time the supply of the item is proposed or accepted by the Supplier, in the event that the Customer carries out a recall or rehabilitation campaign of its products in order to replace or repair defective or unreliable items or not in compliance with the legal requirements indicated by the Customer and even if the defect or non-reliability or non-conformity is revealed after the expiry of the warranty, the Supplier will be obliged to supply free of charge and without expenses for the Customer necessary to implement the campaign of recall or rehabilitation and reimburse the Customer for the cost of dismantling and assembly operations.

9. PRICES

9.1. The prices indicated in the Order are fixed and not revisable: therefore, variations are excluded on the basis of any increase in cost, made only as otherwise specified and specifically agreed in writing between the Parties.

9.2. Any price increases due to constructive changes must be communicated in advance by the Supplier and, in any case, they will be considered valid and binding for the Customer only if previously accepted in writing by the latter.

10. INVOICES, DELIVERY NOTES AND PAYMENTS

10.1. The invoices must contain the references of the details of a single order, subject to the same VAT rate. On the same must be reported:

- the number of the Order, of the Internal Order, of the Supplier's Personal Identification Code, of the Fiscal Code of the supplier, of the delivery note and of the Design or of the Client's Symbol;

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- the listing of details in the progression of delivery notes;
- the unit of measurement.

The unit of measure, both on the invoice and on the delivery note, must be the one indicated on the Order and in any case, in particular cases where this is not possible, the quantity referring to both units of measurement must be clearly reported. intercurrent relationship between them (Example: meters x equal to Kg. y)

10.2. The items sent must always be accompanied by the delivery note in the number of copies requested by the Customer. The delivery note must contain the following information: name of the Supplier, serial number / design or symbol of the Customer, number of the Supplier's Personal Identification Code, name of the item, date of shipment, number and date of the Order and internal order, number of destination warehouse, quantity of the lot shipped, number of packages and any ù other information required in the Order.
The number of the delivery note must be numeric only, with no bars and no more than 7 positions. Each delivery note must include the details of a single order or delivery schedule.

10.3. The Customer will make the payment, in the manner and within the agreed terms, subject to receipt of the documents, duly completed, provided in the previous Articles 2.2, 9.1 and 9.2 and / or in the Order.

10.4. The Supplier is expressly forbidden to issue sections for the payment of supplies. In any case, if issues were issued, they will not be withdrawn and the Supplier will be held responsible for all costs and damages deriving from non-collection. The credit deriving from the supply can not be object of assignment of delegation in any form made except for any other written agreement between the parties.

10.5. In the event that, on one or more batches of parts supplied, a percentage of defective or non-compliant details is detected that is appreciably higher than the agreed tolerance limit, the Customer will be entitled to suspend, from the total payments due at that time to the Supplier, the payment of an amount equal to the price of the affected lot, until the Supplier has delivered the details or the replacement lot.

11. MANAGEMENT SYSTEM OF SUPPLIER QUALITY

Development of the quality management system of external service providers

Suppliers of automotive products and services must develop, implement and improve an ISO 9001 certified QMS, with the final objective of obtaining certification according to this same QMS standard of the automotive sector, unless otherwise authorized by LEVA SpA.

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