



GENERAL TERMS OF SUPPLY

Mod. 822PG01_1 rev.7 of 06/07/2021

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1. PRICES

The prices of the materials are defined upon confirmation of the order and can only be modified by MPI, according to the price variance formulas in use.

2. MOLDS AND EQUIPMENT

If for the production moulds and/or any other equipment must be created for the production, magnetization and/or control of the required magnets, MPI will ask the Customer to pay a fee for its relative costs.

It is intended that MPI owns the mould and/or equipment made, without any right of exclusive use by the Customer.

3. PATENTS ON PRODUCTS

The Customer is responsible for informing MPI, whilst quoting, of the existence of potential patents concerning the required product.

4. PAYMENTS

In the case of delayed payment, we reserve the right to claim the credit, in accordance with the provisions of Legislative Decree 231/02 of 09/10/02, including the right to claim interest, calculated according to Art. 5 of the said Text.

5. DELIVERY and TERMS

The indicated delivery terms are intended ex-warehouse from the MPI facility. The subsequent steps are at the risk and peril of the recipient who, in the case of damage, will have to settle the dispute solely with the carrier, with expressed indemnity of MPI.

Unless otherwise agreed in writing or specifically indicated in the order confirmation, no penalty for delayed delivery can be claimed or acknowledged.

Delays in delivery, whatever the reason may be, cannot be a reason for cancelling orders, unless otherwise agreed in writing.

Wars, strikes, epidemics, floods, delays or interruptions in transport or customs for any natural or third-party disaster, material shortage, administrative difficulties and any other possible cause that prevents the normal supply of goods are considered causes of force majeure, which will consequently relieve MPI from the obligation to comply with the pre-established delivery terms, without prejudice to their right to redefine all conditions of supply.

Since
1985

M.P.I. MAGNETI PERMANENTI INDUSTRIALI S.R.L.

Via G.B. Vico, 25/B – 20007 Cornaredo (MI) Italy Tel. +39 · 0293566034 (DDI) · Fax +39 · 0293561592

Tax ID / VAT 07684030153 - Company Certified Email: mpi@pec.mpi.it; amministrazione@pec.mpi.it

email: info@mpi.it - Website: www.mpi.it – www.mpimagnets.com

Registered with the Milan Business Register under no. 07684030153 R.E.A. Index MI1179499 Share Capital 93,600.00 wholly paid up



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6. CANCELLING THE ORDER

If the order is cancelled, MPI will debit the costs incurred for the materials being prepared and/or in transit by ships or air, up to that moment, both for the supply of the goods and for the labour, without prejudice to the right to reject the request and deliver the goods ordered in any case.

Possible Customer variations in the conditions, which may be personal and economic (death and/or dismissal of one of their legal representative, agreement with creditors, liquidation of assets, insolvency, dissolution, difficulty and delay in payments also to third parties other than MPI, modification in the company, etc.) authorises MPI to cancel orders that have not yet been executed and/or to demand guarantees for the execution of orders that have already been accepted.

Failure to collect a delivery, in the case of an order with staggered deliveries, or failure to pay by the agreed deadline, authorises MPI to suspend without further notice or to cancel the other deliveries or other orders in progress for the same Customer.

7. QUALITY CONTROL

In some cases, MPI cannot execute the internal tests due to the characteristics (dimensional, geometric, magnetic, etc.) of the supplied material. In such cases, the tests are performed directly by the Manufacturer. In the case of material tested at the origin, the test report is identified with the code "CQ2". In the case of internal MPI testing, the test report is identified with "CQ1"

8. WARRANTY

MPI magnets are guaranteed for 6 months from the delivery date, with the exception of the phosphated and passivated MPN Neodymium magnets, which is void of warranty.

MPI cannot be held liable, under any circumstances, for possible consequences due to improper, defective or different use from that for which the products are normally intended and if the related storage and handling do not comply with our form 750IO19 "Recommendations of use for personal safety and for the correct handling and storage of magnets", a copy of which can be found on our Company website: www.mpi.it.

The warranty on MPI products is not extendable, in any case, beyond their mere replacement within the shortest possible time or beyond the reimbursement of the only cost of the returned goods to the Company, which effectively acknowledges the goods as defective, without any recognition of damages.

Returns or complaints are not accepted once the terms stipulated by the law elapse and in any case, 10 days from shipment.

Upon request by the party in question, M.P.I. Srl issues the Declaration of Conformity of the sold product in relation to the Customer's order, as the only form of warranty of intrinsic Quality of the raw material supplied.

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9. SAFETY DATA SHEETS

Safety Data Sheets of MPI's magnets are regularly updated, made public and can be downloaded from the company's website: www.mpimagnets.com.

By signing these Supply Conditions, the Customer declares to have read them.

10. REACH

To comply with the European Regulation no. 1907/2006 called REACH, MPI has regularly registered the chemicals present in its products, if they are imported in a minimum quantity of 1 ton. It is possible to view the substances and the registration number on our company website, www.mpimagnets.com. By signing these Supply Conditions, the Customer declares to have read them.

11. ROHS

The magnets supplied by MPI comply with the RoHS directive, as per the declaration reported on the company website www.mpimagnets.com. By signing these Supply Conditions, The Customer declares to have read them. If the customer needs the declaration relating to a specific product or updated with the most recent revision of the standard, he must request it to the MPI Quality Assurance Office in written form at the email addresses: apagnotta@mpi.it, mbelotti@mpi.it.

12. PROTECTION OF PERSONAL DATA

In compliance with EU regulation 2016/679 of the European Parliament, MPI guarantees the protection of personal data of individuals and their free circulation and gives you knowledge of this through the notice registered on our company website, www.mpimagnets.com. The Customer declares to have viewed and accepted this notice by signing the supply conditions. In any case, the notice will be forwarded separately.

13. AUTHORIZATION FOR COMMUNICATION OF COMMERCIAL INFORMATION

By signing these Supply Conditions, the Customer authorizes MPI to communicate to its suppliers all commercial information useful for formulating the offer.

14. JURISDICTION

The parties agree that pursuant to and for the purposes of art. 28 of the Italian Civil Code, all disputes arising from and / or relating to the commercial relations between MPI and the Client will be attributed to the exclusive jurisdiction of the Court of Milan.

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