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1 Overview

These conditions are valid for all order requested by RADIA Srl (unless in the order itself there is a derogation with special condition) and is intended to indicate the responsibilities and operation methods for the provision of services. The general and particular conditions of sale of the supplier that would be in contrast with those set out in this document are deemed to have no effect on us.

2 Order confirmation

The supplier is required to confirm the order received by RADIA Srl within a maximum of 5 working days from receipt of the document (except in cases of “extraordinary” closures by supplier), as a review and acceptance of all the requirements indicated on the order itself, relative to price, requested delivery date and possible attached technical drawing.

The order confirmation can be made through the use of the supplier’s system form or by forwarding via email/fax the same order countersigned for acceptance or modified as per the supplier's requirements. If the supplier fails to officially confirm the order, the order will be deemed accepted in all its parts.

Any changes to the order must be discussed and shared at the time of issue within the aforementioned deadlines.

3 Delivery time

The delivery times indicated on the order must be binding for the supplier and must be confirmed as described in point 2.

If the supplier is not able to comply with the requested date, he must promptly indicate the appropriate date so that RADIA Srl can in turn notify the final customer.

In case of delay of delivery, also for a single part of the order, the supplier is obliged to the compensation of the damages EVENTUALLY deriving from the delay. If the delivery of the goods is made earlier than the expected date, at our sole discretion we may reject or withhold it, provided, in this case, that the relevant payments, will be made with reference to the expected date of delivery and not that on which the delivery itself took place.

It is recommended that a careful analysis of the risks associated with the potential causes of potential delays in delivery should be carried out during the review of the offer (e.g. presence of new technology). This is in order to take all necessary measures to avoid delays in deliveries.

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4 Terms of payment

Payments by RADIA Srl will be made in the manner mentioned on the order. For an easier management of the invoice control, please convey all the delivery notes of the month in single invoice that must reach us within 5 days of the month following the delivery.

We inform you that the payments expiring on 31/12 and 31/08 must be automatically postponed to 10th January and 10th September respectively.

5 Jurisdiction

In case of legal disputes, the competent court is in Turin.

6 Safety and environment

The supplier guarantees that the goods comply with the provisions of the applicable EU and National regulations on safety and environment.

7 Confidentiality and Intellectual properties

The supplier shall:

1. Do not disclose to any third party confidential information like: drawings; technical information and technical specifications in general, commercial information or others;
2. Do not use, to any third party, Radia-owned equipment;
3. Take all reasonable and appropriate measures to prevent the unauthorised disclosure and use of the information referred to in points 1 and 2;
4. Limit the use of the information referred to in point 1 within your organization to only those employees whose roles justify the need to know such information;
5. Not to develop for third party and/or supply to third party, in any capacity, directly or indirectly, products made using the information referred to in points 1 and 2;
6. Properly maintain Radia-owned equipment;
7. Maintain Radia-owned equipment to ensure supply integrity and product compliance

With regard to the equipment referred to in points 6 and 7, Radia srl reserves the right to withdraw it with 15 working days' notice.

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The personal data indicated must be processed in accordance with the provisions of D.Lgs. 196/03, D.Lgs. 101/2018 and EU Regulation 679/2016.