



TERMOSTAHL S.r.l.

Capitale Soc. € 50.440 int. vers.
Sede Sociale: PERO - Via Vincenzo Monti, 21

N. REG. IMP. 162940
REA MILANO 906347
COD. FISC. 00797820156
PARTITA IVA IT 00797820156

Stabilimento e Amministrazione: 20016 PERO (Mi) - Via Vincenzo Monti, 21 - Telefono +39-02.38100331 - 02.38100412 - Telefax +39-02.33910744 - e-mail:bsa@termostahl.it

TRATTAMENTI TERMICI DEI METALLI PER INDUZIONE DI ALTA E MEDIA FREQUENZA

GENERAL CONDITIONS OF SUPPLY

1) DEFINITIONS FOR HEAT TREATMENTS AND AUXILIARY PROCESSING

- 1.1 Heat treatments are all those thermal cycles provided by EN ISO 4885:2017.
- 1.2 These General Conditions of Supply are also valid for new heat or thermochemical processes not provided in EN ISO 4885:2018 and for auxiliary processing.

2) PURCHASE ORDER

- 2.1 On the ordering documents, delivery documents and drawings, the customer is required to indicate the quality of the material to be treated, heat treatment, hardening depths and surface and core hardness tolerances with the exact and sufficient terminology as required by UNI norms.
- 2.2 By default, Termostahl S.r.l. is exempt from any liability for defects in the product obtained when processing.

3) ORDER CONFIRMATIONS

- 3.1 Any order can be confirmed in writing by Termostahl S.r.l.
In such a case, if the confirmation of a verbal or written order does not comply with the agreements and orders and the customer will not file a complaint within eight days of receipt of the confirmation of the changes introduced by Termostahl S.r.l. it is tacit acceptance.
- 3.2 Termostahl S.r.l. may adequately recall the customer's attention to the proposed modifications.
- 3.3 The text of the order confirmation prevails in any case on the text that differs from the offer and the order.

4) PROVISIONS ON THE PROCESSING

- 4.1 Materials delivered to Termostahl S.r.l. must be accompanied by a delivery note containing the following data:
 - a) quantities of pieces and packages (if the material is already bound) or of the containers;
 - b) description or designations of the details (possibly attaching the drawing);
 - c) type or chemical analysis of the material, (indicating the relative UNI EN);
 - d) name of the source steel industry;
 - e) weight in Kg.;
 - f) treatment or heat cycle;
 - g) hardness range and relative test methods (Rockwell-Vickers, Brinell, etc.);
 - h) effective hardening thickness;
 - i) indication of the areas to be treated superficially;
 - l) Maximum storage time, with resistance to oxidation in a closed environment;
 - m) indication whether the pieces are safety parts.
- 4.2 If, after the heating treatment, the material (treated) has to be subjected to a removal of oversize, the location and the thickness of the material to be removed must be indicated.
- 4.3 The designation refers to the effective thickness of surface heating or hardening.
- 4.4 The execution of the effective thickness measurement must be the subject of a commercial agreement between the parties and in this case, the tester must have suitable specimens having geometry and metallurgical constituents identical to those of the material undergoing destructive evidence for the purpose and the test methods must be agreed upon; otherwise processing will be performed by applying historical processing parameters in relation to the required specifications.
- 4.5 The indication on the delivery note or on the order (without any reference to any specimen) refers to the size and state of the material as received, raising Termostahl S.r.l. from the count of the oversize.
- 4.6 Data and requests received at Termostahl S.r.l. after the delivery of the material even if in writing have no value unless they have been called or pre-announced on the delivery document.
- 4.7 The tolerances of the required specification values should be those covered by national rules on treatments required and the materials to be treated.
- 4.8 The lack of data or the erroneous partial disclosure of them excludes any liability of Termostahl S.r.l., subject to the client's obligation to pay the amount of work performed.
(4.8.1 Failure to indicate surface hardness on the documents of the buyer, even in the face of reminders, will result in the application of values defined in the appropriate internal table Tab005 applicable in the last revision.)

5) MATERIAL PROPERTY

Material sent for heat treatment is understood to be the property of the customer and it is intended to be of quality and in conditions suitable to withstand the required heating treatments.

6) RESPONSIBILITY OF THE CONTRACTOR

- 6.1 Termostahl S.r.l. undertakes to carry out heating treatments and ancillary auxiliary work according to the most advanced techniques, observing the requirements of the steel mill and / or foundry of the material to be treated.
- 6.2 No liability can result from Termostahl S.r.l. for defects in workmanship, if they are attributable to the material delivered by the customer or resulting from lack of information about the work carried out prior to the delivery of the pieces being handled; no liability can result from Termostahl S.r.l. for the presence of any defect in the material delivered.
- 6.3 In the event of damage to the material due to the working process attributable to its fault, in addition to the loss of the relevant billing, Termostahl S.r.l. is obliged to pay to the client only as compensation for the damage the cost of the material in the form of bar or billet, or of the raw material in the case of cast, regardless of the value acquired by the goods as a result of the mechanical work being carried out, and in any case an amount not exceeding the double of the counter value of the treatment performed.
- 6.4 In case the customer prescribes a hardening cycle of particular technical difficulty (eg straightening hardened pieces, hardening in water quench), Termostahl S.r.l. it is not responsible for the breakages and deformations of the supplied material.



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6.5 The Contractor is also not liable for deformation due to the microstructural transformations caused by heat treatment.

6.6 In any case the customer will be required to pay the full value of the processing performed, even if the material is no longer usable.

6.7 Termostahl S.r.l. assumes no responsibility, if the customer has not completed the test before the material being handled underlies further processing or is handled to third parties.

7) SALES SPECIES

7.1 The prices charged by Termostahl S.r.l. can be formulated: by weight, for each piece, final balance, for plant rent, per treated surface unit.

7.2 Weights and measures applicable to the determination of the price calculation unit are those identified by Termostahl S.r.l. upon receipt of the material at its facility.

7.3 The prices quoted on the customer's delivery documents are only indicative.

7.4 It is recognized to Termostahl S.r.l. a 3% weight reduction tolerance as a result of the workmanship and the complexity of the operations it entails, as well as the movement of the taking and delivery of the materials in large quantities.

7.5 The payment of the treatment already agreed may be suspended limited to the disputed part of the treated material.

8) TEST

8.1 Termostahl S.r.l. undertakes to perform, if contractually agreed, the testing of the treated materials according to the requirements of the client (e.g. hardness, microstructure, induction hardening profile, non-destructive controls, etc.) and / or according to the use and the tolerances provided for by the unification rules in force at the time of the contract.

8.2 Following the test, when commercially agreed, Termostahl S.r.l. releases a test certificate (3.1) and / or a declaration of conformity (3.1) in accordance with EN 10204:2004.

8.3 The "COMPLIANT" indication related to the effective hardening depth, if any, on the relevant certificates 3.1, in the absence of the specimens required for its measurement, will only indicate the conformity of the applied cycle, on the basis of historical tests on similar materials and products, respecting the specifications of the buyer.

8.3 Termostahl S.r.l. will be exempt from any liability if the material is submitted to other work or delivered to third parties without the prior written consent of the customer.

9) PROCESSING WASTE

The customer is required to grant 3% or other agreed processing tolerance, calculated on annual sales or over a period of time in which the orders were given.

10) COLLECTION, DELIVERY, TRANSPORT OF MATERIAL

10.1 The goods travel at risk and danger to the buyer even if shipped CPT and if travelling on means of transport of Termostahl S.r.l.

10.2 The transport costs are at risk and danger to the buyer even if collected and delivered even if travelling on the means of transport of Termostahl S.r.l.

11) STORAGE COSTS

11.1 In the absence of specification of the time mentioned in the clause no. 4 letter 1), the heat treatment performer is not required to store the materials beyond the following time limits:

- one month before receipt of processing arrangements;

- one month after the execution of the work, waiting for delivery instructions.

11.2 After this time has passed, as in the case of withdrawal of the material before the work is completed, Termostahl S.r.l. will charge the costs of portage and internal transport of the material, while expressly exempt of any responsibility for the preservation or deterioration of the material.

12) PACKAGING

12.1 The customer is required to ship the material to be treated conveniently packaged and in such a way that it is not damaged during transport.

12.2 Termostahl S.r.l. can use the same packing for returning the goods.

12.3 Any additional packaging costs will be borne by the customer and subject to billing.

13) COMPLAINTS

13.1 By way of derogation from Art. 1667 c.c. the Client shall cease to be entitled to the warranty if he does not denounce the defects at Termostahl S.r.l. within eight days of receipt of the goods and in any case prior to being subjected to other processing or passed on to third parties.

13.2 The Client undertakes, in the case of a complaint and at the same time, to submit, at his own expense a sample of the treated and disputed material at Termostahl S.r.l.

14) JURISDICTION

14.1 The jurisdiction for any court, warranty, connection or contenance, is exclusively that of Termostahl S.r.l.

14.2 The issue of drafts, acceptance of checks and bills, and any other method of payment does not affect the competence referred to above.