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1. SCOPE OF APPLICATION

These general terms govern all current and future contracts between the parties and are considered accepted without reservation, unless otherwise agreed in writing. These terms will continue to apply to the parts not derogated. Any general terms from the supplier will not apply to future relationships between the parties unless expressly accepted in writing. Reference to any delivery terms (Ex Works, FOB, CIF, etc.) will be understood as referring to the Incoterms 2010 of the International Chamber of Commerce and any subsequent amendments and integrations.

2. FORMATION OF THE CONTRACT

The supplier's acceptance of Cela srl's order signifies the application of these general terms and conditions to the purchase contract, even if acceptance occurs through mere performance of the contract. Cela srl's order is considered final and binding only when confirmed in writing.

3. WEIGHTS – TECHNICAL DOCUMENTS – SUBCONTRACTING

3.1 Drawings or technical information of Cela srl

The drawings and technical information provided by Cela srl, whether issued before or after the conclusion of the contract, remain the exclusive property of Cela srl insofar as they pertain to any patents or other industrial or intellectual property rights held by the buyer. Furthermore, these drawings, documents, and technical information may not be used by the supplier or copied, reproduced, transmitted, or disclosed to third parties without the buyer's written consent.

3.2 Non-disclosure agreement

In response to a specific written request from Cela, the SUPPLIER agrees to sign a non-disclosure agreement.

3.3 Subcontracting

The supplier may subcontract the production of the product or service, either partially or in full, provided that the chosen subcontractor(s) are notified to Cela and have been previously approved by Cela. In any case, Cela's approval does not relieve the SUPPLIER of any of its obligations, particularly those related to design, quality, production, delivery times, and warranties.

4. WARRANTY

4.1 Compliance of the products

The supplier must guarantee the absence of any construction and material defects. They must certify that the supplied item is new and meets the specifications outlined in the order.

4.2 Duration

Unless otherwise specified, the warranty is valid for twelve months from the delivery date. For structural mechanical components or hidden defects, the warranty period must be ten years. Hidden defects are defined as inherent flaws that cannot be identified through a standard inspection by the buyer and that render the product unfit for its intended use.

4.3 Claims

The supplier is required to ensure the products' conformity and absence of defects. The buyer must report any defects or non-conformities in writing via a formal non-conformance report, specifying the issues identified.

4.4 Remedies

Following a proper complaint made pursuant to this article, Cela reserves the right to:

a) Request the supplier to provide products that conform to the agreed terms at no additional cost. The repair or replacement must be carried out entirely at the supplier's expense (including packaging and delivery to the site). Non-conforming products will be returned to the supplier;
b) Request the supplier to rework the non-conforming products free of charge;
c) Request the supplier to reimburse an amount equal to what Cela has already possibly paid for the defective products.

If, after receiving due notice from Cela, the SUPPLIER is unable to promptly perform the required work, Cela reserves the right to carry out the work itself or have it performed by an external company at the SUPPLIER's expense.

Any component repaired or replaced under warranty must be covered by a warranty of the same duration as the original.

5. TESTING, CERTIFICATIONS, AND MATERIAL SPECIFICATIONS

5.1 Internal ed external testing

The testing procedures will be explicitly agreed upon during the contract/order phase, including the execution methods and the expected outcomes. Unless otherwise specified, the supplier will conduct internal testing of the products with their own personnel, without a representative from the buyer present, and will provide the test results to the buyer.
When agreed, external testing will be conducted at the supplier's facility, in the presence of representatives from the buyer and/or designated Testing Agencies. Upon successful completion of the tests, the relevant documentation will be prepared. If the testing results are unsatisfactory, the SUPPLIER must take the necessary actions to ensure compliance, following a schedule established with CELA, without any entitlement to price increases or additional compensation of any kind.

5.2 Material specifications

The supplied material must comply with the specifications provided by Cela, as issued with the order, along with the reference technical documentation and any subsequent revisions accepted by the supplier. As an expert in the field, the supplier must notify Cela in writing of any reservations regarding their offer and carefully review the documents and information provided by Cela before taking any action related to the order.

5.3 Test certificate, material certificate

The material certificate, test certificate (where applicable), and documents related to product traceability are considered an integral part of the order. Where required, staff qualifications, process qualifications, and company certifications are also considered an integral part of the order. The supplier agrees to make the required documentation available for a period of ten years from the completion of the orders.

6. TECHNICAL STANDARDS AND CIVIL LIABILITY

With regard to the characteristics of the products, compliance with the legislation and technical standards in force in Italy must be observed. In the event of regulatory restrictions concerning the use of the products in the destination countries, the supplier must inform Cela of any relevant provisions and provide the necessary documentation for the use and transport of the products.

Cela srl reserves the right to seek compensation for any damages to persons or property arising from defects in the supplied products that are directly attributable to the supplier.

7. DELIVERY

7.1 Commencement of the delivery term
The delivery date specified in the order, unless modified in writing, is binding for the supplier, and failure to meet this deadline may result in the payment of penalties, where applicable.

If, after the order date, Cela srl needs to communicate or provide processing instructions, technical data, or other guidance for preparing the products, or requests changes during the execution of the order, a new delivery date will be agreed upon in writing.

7.2 Supplier obligations
The supplier is obligated to make the ordered products available to Cela within the agreed-upon terms and locations. Cela reserves the right to accept partial deliveries and products delivered after the established delivery date.

7.3 Delivery penalties
In the event of a failure to meet the delivery date, Cela reserves the right to apply a penalty of 1% of the supply price for each full week of delay, up to a maximum of 10%.

7.4 Impediments independent of the will of the parties
The delivery term may be extended, by mutual agreement, for a period equal to the duration of the impediment, in the event of causes beyond the control of both the supplier and the buyer, such as strikes of any kind, fires, floods, power shortages, or other unforeseen events that temporarily make the supply impossible.

8. PRICES – PAYMENTS

8.1 Prices and payments
The prices are those agreed upon in the order, and payments will be made as specified, starting from the complete delivery of materials and required certificates. Payments, along with any other amounts due for any reason, will be made in accordance with the agreed-upon terms.

8.2 Late payments
Any delay or irregularity in payment does not entitle the supplier to automatically apply interest or penalties unless previously agreed upon with Cela srl.

9. RETENTION OF TITLE

If payment is to be made — in whole or in part — prior to delivery, the products shall become the exclusive property of Cela srl to the extent of the amount paid.

10. GOVERNING LAW – JURISDICTION

For all matters not expressly covered, these general terms and conditions are governed by Italian law. Any dispute arising from or related to contracts to which these general terms and conditions apply shall be under the exclusive jurisdiction of the Court of Turin.

(date)…….. The Buyer

Pursuant to Articles 1341 and following of the Civil Code, the following clauses are specifically approved:

4.2 Extension of warranty; 4.3 Claims; 4.4 Remedies; 5.1 Effects of external testing; 6 Technical standards and civil liability; 8.1 Prices and Payments; 8.2 Late payments; 10 Jurisdiction.

FOR ACCEPTANCE:

(date)…….. Cela srl THE SUPPLIER

…… ……..

CELA ALSO MAKES










CELA s.r.l.
Via Iseo, 5/7/9
25045 Castegnato (BS) - ITALY
Tel. +39 030 9884084
info@cela.it

CELA PLATFORMS NORTH AMERICA, INC.
1351 Gordon Highway, suite B
Augusta, GA 30901
USA
salesusa@celaplatforms.com

QUALITY SYSTEM CERTIFICATION DNV ISO 9001

CE

Standard Compliances

- *ANSI/SAIA A92.20*
- *CSA B354.6*
- *UNI EN 280*

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