

D010 - General Supply Terms

Revision	Date	Description of changes
8	16/04/18	Added section "Contact with food", amended section "Processing of personal data and confidentiality of information"
9	13/01/23	General revision of the general supply terms

1. Scope of application

- 1.1. These conditions are applied to all present and future supply relationships concerning the electroless nickel plating treatment carried out by Micron srl - Via dell'Artigianato, 42 - 26029 Soncino (CR).
- 1.2. These conditions are an integral part of the supply relationship. They are sent together with the economic offers and are recalled in the declarations of conformity of the products.
- 1.3. The delivery of the material to be processed implies the acceptance of these supply conditions that prevail over the conditions provided by the customer.
- 1.4. Conditions other than these or additional clauses may be agreed and must be defined in writing.

2. Definition of surface treatment

- 2.1. During the first supply or when requesting an offer, all the information necessary to carry out the correct processing must be provided.
The following information must be present:
 - a) drawing of the part;
 - b) Base material of the part
 - c) thermal/thermochemical treatments carried out before nickel plating;
 - d) required pre-treatments (shot peening, sandblasting, ...);
 - e) need for insulation/masking;
 - f) surface treatment required;
 - g) treatment thickness;
 - h) required heat treatment after nickel plating or indication of the required hardness;
 - i) any post-treatments required (polishing, brushing, ...).
- 2.2. In case of differences between the information relating to the process to be carried out, priority will be given before those present in the delivery note, after those indicated by us in the offer or already present in the Micron database as process specifications.
- 2.3. Any changes in treatment with respect to the offer or treatment specifications already established must be communicated to Micron. Such changes may be indicated in the delivery note, in the order or in the updated drawing. These documents must be attached to the delivery note of the goods for which the change is requested. Changes to the specifications defined in documents not attached to the delivery note of the goods are not taken into account, even if referred to therein.

3. Delivery of the material to be processed

- 3.1. Since the quality and conformity of the coating also depend on the suitability for surface treatment of the material to be processed, the customer is obliged to provide the material in conditions that allow proper treatment.
If not otherwise agreed:
 - a) the material must not have residual magnetism. The presence of residual magnetism creates defects of high roughness of the coating;
 - b) the material must be clean or slightly greasy with processing oil or protective oil, both soluble in aqueous detergents;
 - c) the material must not have residues on the surface that cannot be removed from water-based alkaline degreasing pre-treatments (whole oil, grease, cleaning paste, marker marks, adhesive tape glues, ...);

d) the material must not have any dust or particles, metallic or otherwise, on the surface. Degreasing and pickling pre-treatments may not completely remove these particles. These, when incorporated into the coating, can generate defects of poor adhesion, high roughness or inconsistency of the coating.

e) the material must not present defects on the surface (such as cracks, porosity, burrs, strong oxidations, inclusions, welding slag, unevenness of alloy composition, ...) that may create alterations of the coating not acceptable by the customer.

In the aforementioned cases, no liability will be attributable to Micron for direct or indirect damages caused or connected to the delivery of non-compliant material.

- 3.2. The presence of surface defects, that we consider serious, on the incoming material (such as dents, scratches, oxidation, ...) may be reported to the customer before treatment without obligation unless otherwise agreed.
- 3.3. Any need to keep separate different lots of the same item must be communicated or indicated in the delivery note of the goods.
- 3.4. The material to be processed will be counted or weighed, not upon receipt, but during the processing of the same. If a variation greater than $\pm 3\%$ on the quantity or weight declared in the delivery note is detected, this will be reported at the end of processing. A lower tolerance may be required.

4. Delivery of the processed material

- 4.1. The delivery time of the processed material must be agreed with the office. The delivery times specified on the Customer's orders are not considered binding. The delivery times specified in the offer are indicative of the working days generally necessary for processing, from the date of arrival in Micron of the material.
- 4.2. The customer can agree on the processing of the material and delivery by a defined date. The supplier cannot be considered in breach of the agreed delivery terms of the material if the delay depends on causes not attributable to the Company itself.
- 4.3. The processed material will be packed in the same packaging with which it was delivered. Special packing must be agreed.
- 4.4. The customer is responsible for defining suitable packaging to protect the material from unacceptable damage that may occur during transport or storage.
- 4.5. The material processed is EXW ex works. Unless otherwise agreed, the customer is responsible for the transport and is required to contact the possible carrier to arrange the collection.

5. Electroless nickel plating requirements

- 5.1. Thickness
 - a) The thickness of the electroless nickel plating is checked for each production batch on an internal sample by means of the method indicated in ISO 4527.
- 5.2. Hardness
 - a) Unless otherwise agreed, the surface hardness is controlled indirectly by the control of the time and temperature parameters of the heat treatment carried out.
 - b) The direct hardness measurement, if required, is carried out by means of a micro-durometer. In the case of tight tolerances, the uncertainty of the measurement system may not comply with the acceptability criteria indicated in the MSA reference manuals.
- 5.3. Adhesion
 - a) The adhesion of the surface treatment is controlled by a method indicated in ISO 2819 on an internal sample for each production batch.

- b) Since the adhesion may vary depending on the coated alloy, it is possible to agree to control the adhesion on a production piece or on a sample of the same alloy of the material to be treated provided by the customer.

5.4. Visual inspection

- a) A general visual inspection is carried out on the processed material to verify the absence of surface defects derived from the treatment such as blisters, surface stains, incomplete coating, incorrect masking.

5.5. Further specific checks can be agreed.

- 5.6. Micron samples subjected to standard controls are not stored.** Samples subjected to specific required laboratory checks will be stored for a period of 1 year from the date of the check, unless otherwise agreed.

6. Treatment warranty

- 6.1.** The processing is carried out in subcontracting according to the technical specifications requested by the Customer, who assumes the responsibility that the same is compliant and suitable for the subsequent use envisaged for the article.
- 6.2.** The electroless nickel plating treatment has some intrinsic characteristics to take into account:
- a) slight increase in surface roughness;
 - b) lack of surface treatment or markings at the points of contact between the plating rack and the part;
 - c) reduced coating thickness in recesses of pieces with complex geometry or in blind holes;
 - d) discoloration due to curing heat treatment. Depending on the temperature of the heat treatment, the nickel coating may undergo discoloration:
 - treatment temperature up to 250°C, no color variation;
 - treatment temperature from 250°C to 290°C, possible yellow coloration;
 - treatment temperature from 290°C to 400°C, iridescent yellow-blue coloration of the part: this treatment can be carried out in a controlled atmosphere while maintaining the original coloration of the electroless nickel coating.

The presence of the aforementioned characteristics is now accepted by the Customer without giving rise to a refundable defect.

- 6.3.** Micron cannot under any circumstances be held liable for direct or indirect damages in the following cases:
- a) for defects in processing originate by the delivered material – as indicated in clause 3.1;
 - b) for transport defects;
 - c) for treatment defects resulting from missing, partial or inaccurate technical specifications;
 - d) for defects resulting from rework or repair of parts, when these processes are required by the customer;
 - e) for defects deriving from the treatment of parts composed of several assembled pieces;
 - f) for damages also caused to third parties by the processed product due to treatment defects not deriving from willful misconduct or gross negligence in compliance;
- 6.4.** The Customer is required to check the material processed before the material itself is subjected to other processing, inserted in other production cycles and/or transferred to third parties; the material passed to subsequent processing or assembly is considered expressly accepted by the Customer, with exempt of Micron from any responsibility in this regard and expressly indemnifying the Company from any request, claim, action even by third parties.

7. Contact with food products

- 7.1.** In the event that the use of our coatings for objects in contact with food is envisaged, the Customer must refer to the document issued by Micron "Declaration for the use of coatings in contact with food", available by contacting the office.

8. Prices and invoicing

- 8.1.** In the event that the material for which an offer has not been made is processed, the price will be calculated during the processing of the same.
- 8.2.** Invoices are normally issued monthly at the end of the month and are a summary of all the goods delivered in the same month. A minimum total amount indicated in the offer is also applied to compensate for administrative expenses, in case this amount is not reached with the processing alone.

9. Access to production plants

- 9.1.** Access of customers to production plants is not allowed, without prior agreement.

10. Processing of personal data and confidentiality of information

- 10.1.** All the data communicated are processed exclusively for obligations related to the economic activity of the company, they will not be communicated to other subjects. The processed data will be kept until the termination of the company activity to protect the rights, such as the right to defense in court.
- 10.2.** Micron specifically undertakes to keep all technical and commercial information received strictly confidential and not to disclose it to third parties, nor to make samples or prototypes available to third parties.

11. Jurisdiction

- 11.1.** For any dispute that may arise between the parties in the execution or interpretation of this contract, the court where Micron Srl is based will have exclusive jurisdiction. In any case, the procedures provided for by art. 10 L. 18.06.1998 n. 192 must be activated in advance.

12. Reference to Law 192/1998

- 12.1.** For anything not expressly provided for in this contract, the parties expressly refer to the rules contained in Law no. 192/1998 and, although not provided for or regulated by it, to local practices and uses.