

## **GENERAL CONDITIONS OF SALE**

### **1. Terminology**

- 1.1. General Conditions of Sale: these conditions, which govern the agreement between Poliplast S.p.A. and the Client.
- 1.2. Seller: refers to Poliplast S.p.A..
- 1.3. Client/Buyer: the company and/or natural person who buys the goods, products and services provided by Poliplast S.p.A..
- 1.4. Products: all goods, products and services provided by Poliplast S.p.A. and subject to these General Conditions of Sale.
- 1.5. Offers: refers to Poliplast S.p.A.'s commercial Offers to its Clients.
- 1.6. Orders: refers to the requests of supply made by the Clients to Poliplast S.p.A. in response to the Offers made by the Seller.
- 1.7. Order Confirmations: refers to Poliplast S.p.A.'s acceptance of the Orders placed by Clients;
- 1.8. Parties: refers collectively to Poliplast S.p.A. and the Client/Buyer.

### **2. General Provisions.**

- 2.1. The terms and conditions below (the "General Conditions of Sale") form an integral part of the agreements between the Seller and the Buyer with regard to the supply of the Seller's products (the "Products").
- 2.2. The General Conditions of Sale apply to all transactions between the Seller and the Buyer, with no need for the Parties to expressly refer to them or make a specific agreement at the conclusion of each transaction. The General Conditions of Sale will be provided to the Client before the Order Confirmation.
- 2.3. Each condition, term, clause or agreement, even if just partially different from those included in these General Conditions of Sale will be valid only if pre-emptively approved in writing by Poliplast S.p.A..
- 2.4. The Seller reserves the right to modify, integrate or change the General Conditions of Sale, by attaching any amendments to the Offers and Order Confirmations, or to any correspondence sent in writing to the Buyer.

### **3. Offers and Orders.**

- 3.1. The Seller's Offers shall not be considered binding, particularly with reference to the quantities, prices and delivery dates, until the Seller has submitted an Order Confirmation.
- 3.2. The Orders placed by the Buyer shall not be considered accepted until they have been confirmed in writing by the Seller. If the Seller does not confirm in writing an order negotiated verbally, the issue of an invoice (including a proforma invoice), or the execution of the order by the Seller will be considered a confirmation of the Client's Order.
- 3.3. Confirmed Orders cannot be modified, unless otherwise agreed in writing by the Parties in an agreement dated after the Order Confirmation. Otherwise, the Seller shall be bound to execute the original Order.

#### **4. Prices, Terms and Payment**

4.1. Unless otherwise agreed in writing by the Parties, the Prices of the Products are those indicated in the Offer, or in the monthly price list applicable at the time of the delivery. Said prices must be expressly indicated in the relevant Order confirmed and accepted by the Seller. The prices include all costs and specified conditions (packaging, prints, accessories, returns, etc.), unless otherwise indicated in the Order, they do not include VAT, which must be paid at the time of delivery, or as specified in the invoice.

4.2. The Client is bound by the Orders and, without Poliplast S.p.A.'s written approval, shall be bound to pay the price agreed for the supply of the Products ordered.

4.3. The terms of payment agreed by the Parties are indicated in the Offer and included in the Sales Invoice and should be considered mandatory. In addition to any remedies permitted by the law, or by these General Conditions of Sale, from the date the payment deadline expires, the Seller shall be entitled to charge the Buyer late payment interests, at the statutory interest rate applicable in Italy plus 8%, in accordance with art. 5 of Legislative Decree No. 231/02.

4.4. In any case, the Seller may request advanced payments (or partial payments), deposits and guarantees, for each Order.

4.5. The Buyer shall have no right to compensations, retentions or reductions, unless their request has been definitely, judicially approved.

4.6. Unless the Parties have agreed more favourable payment terms for the Client, the payment terms set by art. 4, paragraphs 2 and 5, of Legislative Decree No. 231/02, will apply to the Order.

4.7. Any partial payments made after the deadline expired, will automatically cover first the expenses and interests and then the capital, in accordance with art. 1194 of the Italian Civil Code.

4.8. Any objections involving executed Orders do not authorise the Client, unless otherwise agreed in writing by the Seller, to suspend the payment of the supply.

#### **5. Order Suspension and Cancellation**

5.1. If the Buyer does not pay within the terms and according to the methods indicated by the Seller, or if the Buyer's activities do not follow the normal course of business, including but not limited to cases of the Buyer receiving notices of protests, confiscations or late payment, the request or promotion of insolvency procedures, the Seller, at its own discretion, may suspend or cancel any deliveries and request the immediate payment of any obligations deriving from the contract.

5.2. An Order can be cancelled, only if Poliplast S.p.A. accepts the Order Cancellation. If an Order is cancelled, Poliplast S.p.A. shall have the right to receive payment to cover the costs of the materials and the work to produce the Order sustained prior the Order cancellation. Costs are calculated at 25% of the price agreed, without prejudice to any claims in the case of larger damages.

#### **6. Terms of Delivery, Delays not imputable to Poliplast S.p.A. and Force Majeure, Returns**

6.1. Unless otherwise agreed in writing, all terms of delivery are non-binding for the Seller. Unless otherwise agreed in writing by the Parties, the estimated delivery date is that indicated in the Order Confirmation.

6.2. The Seller reserves the right, within reason, to make partial deliveries based on the terms agreed and the production cycle of its Products.

6.3. Force majeure or other unforeseeable events not imputable to the Seller, including but not limited to, strikes, lock-outs, orders from the authorities, blocks on imports or exports, in consideration of their scope and duration, release the seller from the obligation to comply with the delivery terms agreed.

6.4. In any case, in the event of difficulties in the supply of the raw materials required to manufacture the Products and in the cases mentioned in art. 6.3 above, Poliplast S.p.A. shall not be liable and/or pay compensation and/or penalties for the late delivery of the Products.

6.5. The Seller, without prejudice to the provision in article 8 (Warranty) below, is not required to accept product returns, unless otherwise agreed in writing. Any return costs shall be met by the Buyer.

6.6. In any case, unless the Parties have agreed that the Products must be delivered at the location indicated by the Client, the Client is required to collect the Products ordered. If the Client fails to collect the goods by the date agreed, Poliplast S.p.A. shall have the right to charge the Client €50 per day, for the storage of the Products ordered and not collected.

## **7. Product Inspection and Acceptance**

7.1. Products may be delivered by the Seller directly, or using a third party, at the Buyer's premises, or may be collected directly by the Client.

7.2. Upon receiving the Products, the Buyer shall immediately:

(i) check the quality and packaging of the Products and record any objections in the delivery document;

(ii) check that the Products comply with the description in the order confirmation and record any objections in the delivery document.

7.3. If the delivered Products are accepted by the Client without reservation, the Order shall be considered definitely accepted in full and correctly carried out by the Seller.

7.4. Any defects must be reported by the Buyer as follows:

(i) the existence of faults or defects immediately visible must be pre-emptively recorded on the delivery document; if the Client fails to do so, Poliplast S.p.A. will assume the delivered goods are free from apparent faults and defects;

(ii) defects must be reported, via certified email, fax or registered letter with acknowledgement of receipt, within [3 (three) working days] from the date the Products are delivered to the Buyer. The existence of any hidden defects, not noticeable during the initial inspection, must be duly notified no later than 8 working days from the date the hidden defect was noticed.

(iii) the notification must include the exact description of the defects and the number of Products affected;

(iv) the Buyer shall provide the Products affected for them to be inspected; the inspection will be carried out by the Seller, or by an expert nominated by the Seller, after discussion with the Buyer.

7.5. Any products not contested following the above procedures and within the specified deadlines, shall be considered approved and accepted by the Buyer.

## **8. Warranty**

8.1. The Seller warrants that the Products are free from defects and meet the technical specifications declared by the Seller.

8.2. The warranty applies only to products used in the environment and for the purposes specified by the Seller; any improper use is forbidden.

8.3. The warranty shall automatically be void if:

(i) the Products are not stored correctly, according to their technical characteristics; the burden of proving that the Products delivered by the Seller were stored correctly is on the Buyer;

(ii) the Products supplied are used for purposes not included in the technical specifications provided by the Seller and provided with the Offer; the burden of proving that the Products were used according to the technical specifications provided by the Seller is on the Buyer;

8.4. The warranty will not be valid if the Products declared faulty comply with the requirements of the Order.

## **9. Liability Limitations.**

9.1. Except for the cases of justified objections notified in accordance with the dispositions in article 7, the Buyer shall have no additional right, remedy or claim.

9.2. In particular, the Seller shall not be liable to the Client, or any third party, and shall not pay any compensation and/or indemnification for damaged occurred during the use of its Products, even if faulty, if the Products were used in a manner not compatible with the technical notes provided by the Seller with the Offer.

9.3. The Seller's brochures, price lists and other promotional materials provide just an indication of Product types and prices and the information they contain is not binding for the Seller. The Seller shall not be responsible for errors and omissions contained in its price lists or promotional material.

## **10. No liability for infringement of patents or third-party rights.**

10.1. If the Seller executes Orders of specific Products with technical specifications provided by the Client, the Client exonerates the Seller from any liability for infringement of patents, trademarks and third-party rights caused by the manufacture of the products requested by the Client.

## **11. Processing of Personal Data.**

11.1. Buyer's personal data will be treated according to the Italian and European laws on personal data processing (Legislative Decree 101/2018 and UE Regulation 2016/679).

11.2. The Buyer consents to the Seller processing its personal data and the personal data of its employees, which will be provided according to the methods and the policy attached to these General Conditions of Sale, of which they form an integral part.

11.3. Poliplast S.p.A. informs the Buyer that the Seller is the Data Controller and Data Processors and that the Buyer's personal data will be collected and processed exclusively to allow the execution of this agreement and stored in compliance with the applicable regulations. Within the meaning of article 7 of Legislative Decree No. 101/2018 and subsequent modifications and integrations, the Buyer has the right to ask the Seller that its personal data is updated, amended, integrated, cancelled and transformed into anonymous format.

## **12. Applicable Law.**

12.1. If the Buyer is a subject of Italian law or of the law of a country in the European Union, these General Conditions of Sale and all contracts stipulated with the Seller shall be governed by the Italian law.

12.2. On the other hand, if the Buyer is a subject of a non-European Union country, these General Conditions of Sale and all contracts stipulated with the Seller shall be governed by the 1980 Vienna Convention on Contracts for the International Sale of Goods.

## **13. Jurisdiction.**

13.1. Any dispute among the Parties in relation to the interpretation, validity or execution of these General Conditions of Sale and the contracts stipulated, will be exclusive competence of the Courts of Bergamo.

13.2. The parties agree that only the Seller, at its own discretion, shall be entitled to renounce the exclusive competence mentioned in article 13.1 above, to act against the Buyer, at its domicile and in front of the courts competent therein.



#### 14. Final Provisions.

The Parts agree that these General Conditions of Sale have been specifically and individually negotiated. If a provision of this agreement is held to be totally or partially invalid, the remainder of this agreement will remain valid.

Pursuant to and in accordance with articles 1341 and 1342 of the Italian Civil Code, the Buyer specifically approves the following provisions: 2. GENERAL PROVISIONS, 3. OFFERS AND ORDERS, 4. PRICES, TERMS AND PAYMENT, 5. ORDER SUSPENSION AND CANCELLATION, 6. TERMS OF DELIVERY, DELAYS NOT IMPUTABLE TO POLIPLAST S.P.A. AND FORCE MAJEURE, RETURNS, 7. PRODUCT INSPECTION AND ACCEPTANCE, 8. WARRANTY, 9. LIMITATION OF LIABILITY, 10. NO LIABILITY FOR INFRINGEMENT OF PATENTS OR THIRD-PARTY RIGHTS, 12. APPLICABLE LAW, 13. JURISDICTION.

For acceptance of order No. \_\_\_\_\_ of \_\_\_\_\_ and of the General Conditions of Sale above:

The Client

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For specific acceptance of the General Conditions of Sale, in accordance with articles 1341 and 1342 of the Italian Civil Code, and in particular of: 2. GENERAL PROVISIONS, 3. OFFERS AND ORDERS, 4. PRICES, TERMS AND PAYMENT, 5. ORDER SUSPENSION AND CANCELLATION, 6. TERMS OF DELIVERY, DELAYS NOT IMPUTABLE TO POLIPLAST S.P.A. AND FORCE MAJEURE, RETURNS, 7. PRODUCT INSPECTION AND ACCEPTANCE, 8. WARRANTY, 9. LIMITATION OF LIABILITY, 10. NO LIABILITY FOR INFRINGEMENT OF PATENTS OR THIRD-PARTY RIGHTS, 12. APPLICABLE LAW, 13. JURISDICTION.

The Client

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