

## **GENERAL TERMS AND CONDITIONS OF SALE PLASTIVAR S.R.L.**

### **1. General Provisions**

The following terms and conditions form an integral part of the contracts concluded between the Seller and the Buyer for the supply of the Seller's products.

The General Terms and Conditions of Sale apply to all transactions concluded between the Seller and the Buyer without the need for an express reference to them or a specific agreement to that effect at the conclusion of each individual transaction. Any different terms or conditions shall apply only if confirmed in writing by the Seller.

The Seller reserves the right to amend, supplement, or vary the General Conditions of Sale by attaching such variations to offers or to any correspondence sent in writing to the Buyer.

### **2. Offers and Orders**

Seller's offers are not to be considered binding, particularly with reference to quantities, prices and delivery terms.

Orders placed by Buyer shall not be deemed accepted until confirmed in writing by Seller on Seller's letterhead. In the event that Seller fails to provide written confirmation of a verbally negotiated order, the issuance of the invoice by Seller or the execution of the order by Seller shall be deemed confirmation.

Orders and/or changes in orders placed verbally or by telephone must be confirmed in writing by Buyer. Otherwise, the Seller assumes no responsibility with regard to any errors or possible misunderstandings.

### **3. Prices and Terms of Payment**

Product prices do not include VAT, which must be paid at the time of delivery or in accordance with the specific provisions stated in the invoice.

Taxes, duties, shipping, insurance, possible installation, end-user training, after-sales service are not included in the sales prices.

In addition to other remedies permitted by applicable law or these General Terms and Conditions of Sale, Seller reserves the right to charge interest on late payments from the date on which the right to payment accrued, calculated at the official reference rate of the European Central Bank.

In the event that the Buyer fails to make payment on the terms and in the manner specified by the Seller or in the event that the Buyer's business is conducted not in accordance with

the ordinary course of business, by which is meant, without limitation, the issuance of writs of attachment or protests or when payments have been delayed or insolvency proceedings have been filed or instituted, Seller shall have the right, at its discretion, to suspend or cancel further deliveries and to declare any claims arising out of the business relationship as immediately due and payable. In addition, the Seller may in such cases require advances on payments or an escrow deposit.

The Purchaser shall have no right to make any set-off, withholding or reduction except where its claim to do so has been finally and judicially granted.

#### **4. Delivery Terms**

Unless otherwise agreed in writing, any delivery period stated is not binding on Seller. Unless otherwise agreed between the parties, the approximate delivery period shall be as specified in the order confirmation.

Seller reserves the right to reasonably make partial deliveries.

Any liability for delivery arising out of force majeure or other unforeseeable events not attributable to Seller, including, without limitation, strikes, lockouts, governmental regulations, subsequent blocking of export or import possibilities, in view of their duration and extent, shall release Seller from its obligation to meet any agreed delivery deadline.

Seller shall not be obligated to accept returns of products unless expressly agreed in writing. Any costs incurred for this purpose shall be borne by Buyer.

#### **5. Duty of Inspection and Acceptance of Products**

Upon taking delivery of the Products, Buyer shall immediately:

- Check the quantities and packaging of the Products and record any objection in the transport note;
- Carry out a conformity check of the Products with respect to what is indicated in the order confirmation and record any discrepancy in the transport note.

The Products are deemed to be in conformity if they meet the following conditions:

- 5% tolerance over or under the total square meters stated on the order confirmation;
- Product conformity for at least 95% of the total square meters.

The above shall be deemed to apply unless otherwise specified in the contract between Seller and Buyer or if confirmed in writing by Seller.

In the case of notification of defects, Buyer shall comply with the following procedures and terms:

- Notification must be made within no more than 30 (thirty) calendar days from Buyer's taking delivery of the Products. If the dispute relates to a defect that, despite the initial inspection, has remained concealed, the dispute must be made as soon as possible and, in any event, no later than 6 (six) months from the taking delivery of the Products;
- The detailed communication must be submitted in writing by email to the Seller within the above time limits. Any communication made by telephone will not be accepted;
- The communication must clearly specify the product, type and amount of the alleged defects, contain attached the relevant freight bill and any photographic evidence;
- Buyer agrees to make the disputed Products available for inspection; such inspection shall be made by Seller or by an expert appointed by Seller.

No objection with reference to the quantities, qualities, type or packaging of the Products shall be made except by means of the above procedure.

Any Product for which no dispute conforming to the above procedures and terms has been raised shall be deemed approved and accepted by Buyer.

## **6. Warranty Terms**

The warranty on a product is established by the relevant manufacturer which determines its duration and conditions. Plastivar S.r.l. markets high quality products for which it offers a minimum warranty of 12 months from the date of delivery reported on the courier's waybill, excluding products that by their nature cannot be covered by warranty.

The Seller warrants that the Products are free from defects and conform to the technical specifications stated by the Seller.

The warranty applies only to products used in an environment and for applications consistent with Seller's stated specifications; any misuse will void the warranty.

The warranty will not be valid if the inconvenience or anomaly is found to be dependent on incorrect or unsuitable applications for the product, or if the product does not conform to commissioning. Any modification or replacement of parts of the product not authorized by the Seller shall relieve the Seller of any civil or criminal liability, and shall in any case void the warranty.

## **7. Limitations of Liability**

Except in cases of justified dispute raised in accordance with paragraph 5 above, Buyer shall have no further right or remedy. In particular, the Seller shall not be liable for any

compensation claimed for breach or non-performance of contract, for any direct damage or loss of profit sustained by the Buyer as a result of the use, failure to use, or installation of the Products in other products, except in the cases covered by the warranty set forth in paragraph 6 or in cases of willful misconduct or gross negligence on the part of the Seller.

The Seller shall use its best efforts to deliver the Products within any agreed terms, but in no event shall the Seller be liable for damages directly or indirectly caused by the late performance of a contract or the late delivery of the Products.

Seller's catalogs, price lists or other promotional material are only an indication of the type of Products and prices and the particulars stated therein are not binding on Seller.

## **8. Personal Data Processing**

The Buyer's personal data will be processed in accordance with the provisions of the Italian law on the processing of personal data (Legislative Decree 196/2003), as well as in accordance with the provisions of the GDPR - General Data Protection Regulation (EU Regulation 2016/679).

The Seller informs the Buyer that the Seller is the data controller and that the Buyer's personal data are collected and processed exclusively for the execution of this agreement.

## **9. Applicable law**

If the Buyer is a subject of Italian law, these General Terms and Conditions of Sale and all contracts entered into by the latter with the Seller shall be deemed to be governed by Italian law.

If, on the other hand, the Buyer is a person of a nationality other than Italian law, these General Conditions of Sale and all contracts entered into by the latter with the Seller shall be deemed to be governed by the 1980 Vienna Convention on Contracts for the International Sale of Goods.

## **10. Court of jurisdiction**

Any dispute arising between the parties as a result of the interpretation, validity or execution of these General Terms and Conditions of Sale and the related contracts entered into shall be deferred to the exclusive jurisdiction of the Court of Lecco.

## **11. Final Provisions**

The invalidity in whole or in part of individual provisions of these General Terms and Conditions of Sale does not affect the validity of the remaining provisions.

Pursuant to and in accordance with Articles 1341 - 1342 of the Italian Civil Code, the Buyer specifically approves the following provisions: art. 1; art. 3; art. 4; art. 5; art. 7; art. 9 and art. 10.