

## **General Conditions of Sale Cartiera Pirinoli S.C.**

### **1. General Part**

**1.1** In the following General Conditions of Sale, the term "Seller" means the manufacturer or seller Cartiera Pirinoli S.C. and the term "Buyer" means the person or legal entity with whom the Seller enters into a commercial relationship.

**1.2** These General Conditions of Sale apply to any Contract concluded between the Seller and the Buyer (hereinafter referred to as "Contract") as well as to any subsequent Order in the event of continuity of business relations. The application of any general terms and conditions of the Buyer is therefore expressly excluded. By issuing any goods Order of the Seller, the Buyer is deemed to have accepted these General Conditions of Sale.

**1.3** These General Conditions of Sale will also apply if the Buyer has communicated or communicates their own different General Terms and Conditions or if these are present on documents issued by the Buyer including, in particular, the Order forms. Any confirmation or counter confirmation by the Buyer that includes different terms and conditions is expressly rejected and these General Conditions of Sale shall prevail over it.

### **2. Orders**

**2.1** Orders, as well as changes made by the Buyer to Orders already confirmed or any oral agreement will be deemed accepted and binding only upon written confirmation by the Seller, made by means of its authorized representative. Failure by the Seller to reply will not be considered tacit approval. If the terms contained in the Order confirmation by the Seller differ from those contained in the Order issued by the Buyer, the terms established in the Seller's confirmation will be deemed accepted by the Buyer, unless the Buyer objects to them within twenty-four (24) hours. The Seller will not accept any liability nor will be subject to any duty to check in relation to any errors contained in the Order confirmation, unless the same has not been immediately informed by the Buyer upon receipt of the Order confirmation, or at the latest, within twenty-four (24) hours from such receipt.

**2.2** In no case the Seller accepts cancellation of Orders already confirmed. In case of cancellation of Orders already confirmed, the Seller has the right to ask the Buyer for the price of the ordered goods as well as compensation for any direct and / or indirect damage, without exception, unless otherwise expressly agreed between the parties.

### **3. Price**

**3.1** The price of the products and their currency are indicated in each Order confirmation as well as the applicable VAT in each country and / or reference period.

**3.2** Unless otherwise agreed in writing by the parties, the price includes customs duties, non-standard packaging, loading costs and transport costs. Any charges for additional services will be agreed from time to time by the parties. In the event of a conflict between the Buyer's Order and the Seller's Order confirmation, the terms and conditions contained in the Seller's Order confirmation shall prevail.

**3.3** In case of delivery of the goods after the deadline indicated in each Order confirmation for reasons attributable to the Buyer, the Buyer must pay to the Seller, in addition to the purchase price, the warehouse costs, for an amount equal to Euro 0,30 per T / day or the same amount converted into the different currency agreed for each day of storage.

**3.4** The Seller reserves the right to change the prices of products at any time if there is a justified reason, also due to particular market situations (such as, by way of example but not limited to, increased costs of energy, transport and raw materials, etc.). In case of no agreement on the increase, the parties will be entitled to withdraw from the Contract with immediate effect, by means of a written declaration sent to the other party by certified email or registered letter with return receipt within 14 (fourteen) days from the communication of the change.

### **4. Payment Terms**

**4.1** The Buyer will have to pay the price in accordance with the payment terms contained in each Order confirmation.

**4.2** The price will have to be paid by the Buyer in accordance with the payment modalities agreed by the parties. Any collection costs will be borne by the Buyer. The payment obligation will be considered fulfilled only upon receipt of the full amount by the Seller.

**4.3** If the Buyer's financial situation has significantly worsened or if a credit insurance company cancels or reduces the limit previously granted in respect to the Buyer, the Seller shall have the right to request, notwithstanding any extensions previously granted or bills or checks accepted, the total or partial payment of the agreed price or the release, by the Buyer, of an additional payment guarantee before delivery, which is reasonably acceptable at the Seller's discretion. If the Buyer fails to comply with this request within 15 days, the Seller will have the right to terminate the Contract with immediate effect, pursuant to and for the purposes of art. 1456 of the Italian Civil Code.

**4.4** In case of non-payment or delayed payment of amounts due to the Seller, the Buyer will not be able to offset any alleged own credit against the Seller's credit.

## **5. Retention of Title**

**5.1** It is agreed that the products delivered remain the Seller's property until complete payment is received by the Seller.

**5.2** The reservation of title is extended to the products sold by the Buyer to third parties and to the price of such sales.

## **6. Delivery and Shipment**

**6.1** Except as otherwise agreed, the supply of the goods will be Ex Works, even if it is agreed that the Seller will take care, in whole or in part, of the shipment.

**6.2** In any case, whatever the delivery term agreed between the parties, the risks will pass to the Buyer, at the latest, on delivery of the goods to the first carrier.

## **7. Default by the Buyer**

**7.1** In case of delayed or refusal of the delivery of the goods over fourteen (14) days, the Seller, without prejudice to its rights (including the break of the Contract), will also have the right to retain the goods at Buyer's risks and expenses, and at the same time, to issue a regular invoice, considering such goods as duly delivered and accepted. In this case, the purchase price becomes immediately due for payment.

**7.2** If the Buyer is in default of any payment obligation under the Contract, the Seller will have the right to immediately suspend any further delivery by giving written notice to the Buyer, until the payment has been received by the Seller. In any case, the Seller's right to terminate the Contract with immediate effect remains unaffected, pursuant to and for the purposes of art. 1456 of the Civil Code, by means of written notification to the Buyer and to request the Buyer to settle any outstanding payments, even if not yet due or if an extension has been granted. In this case, the agreed discounts must be considered void and the Seller will be entitled to request the entire invoiced amount without deductions.

**7.3** The exercise of any of the aforementioned rights by the Seller, in the event of non-fulfillment by the Buyer, will not give rise to any liability and / or obligation of the Seller towards the Buyer, such as obligation for compensation for damages.

## **8. Force Majeure**

**8.1** Upon the occurrence of an event of Force Majeure, the Seller will be entitled to extend the term of delivery for the duration of such event, including a reasonable time for resuming operations, or to terminate the Contract, in part or in full, with the consequent express exclusion of any claims by the Buyer (in particular, claims for damages).

**8.2** Any event occurred outside of reasonable control of the Seller is considered an event of Force Majeure, including, but not limited to:

a) any kind of industrial disputes, difficulties in finding means of transport, closure of borders, decrees by the authorities, export embargoes or other circumstances affecting the operations of the Seller;

b) forces of nature, acts of war, riots, revolts, revolutions, acts of terrorism, acts of sabotage, strikes, arson and non-arson fires, natural disasters, failure to obtain the required official permits;

c) delays in deliveries or non-deliveries by the Seller's suppliers, in particular as a result of energy crises or the supply of raw materials, or if the supply of raw materials in terms of prices and / or quantities is not possible under conditions economically reasonable and this situation was not foreseeable for the Seller at the time of the conclusion of the Contract or, in any case, for any other reason not attributable to the Seller.

## **9. Warranty**

**9.1** Without prejudice to the following provisions, the Seller warrants only and exclusively that goods delivered pursuant to the Contract comply with the properties and characteristics expressly agreed in writing or that could reasonably be expected by virtue of the legal provisions in force at the time of the transfer of the risk to the Buyer. The Seller assumes no warranty in relation to defects caused by improper use of the goods, wear, storage or other acts or omissions of the Buyer or third parties; the Seller does not undertake any guarantee regarding the use or suitability of the goods for any specific purpose or use, unless expressly agreed in writing between the parties.

**9.2** The Buyer is required to inspect the delivered goods immediately upon delivery and, in any case, before any processing of the goods, in order to check for any defects. Following notification of any defects, the Buyer may use the defective goods only with the prior written approval of the Seller. For claims relating to defects, the following provisions will apply:

a) in the event of differences in the quantity of goods delivered exceeding the percentages established by the Seller (i.e. if the quantity delivered is higher or lower by more than the percentage threshold set by the Seller with respect to the quantity agreed in the Contract), the Buyer is required to immediately notify the Seller of such defects, and in any case no later than seven (7) days from receipt of the documents showing the weight or quantity of goods delivered and / or from the delivery of the goods;

b) in the event of defects in the quality of the goods ascertainable by visual inspection of the goods or packaging or by sampling, the Buyer is required to notify them immediately upon delivery of the goods, noting them in the delivery note and, in any case, within (and no later than) two (2) days after the delivery;

c) in case of defects in quality that cannot be ascertained through visual inspection or sampling, the Buyer is required to notify the Seller no later than eight (8) days from the discovery. In any case the relative action shall be time barred in one year from delivery. The notifications of defects and / or complaints received after these terms will not be accepted.

**9.3** In the event of notification of a defect, the Buyer is required to clearly identify the goods and to provide the details of each defect found, providing the Seller with any document in support of this claim. Such notifications must be made in writing and addressed exclusively to the Seller and / or its commercial department. If this notification is not made in accordance with the aforementioned provisions, the Seller will have no warranty obligation towards the Buyer, nor will the Buyer be entitled to any damages and / or claims.

**9.4** As long as the circumstances relating to a possible dispute on the goods are not ascertained, the Buyer is required to store the goods in an appropriate manner and, in the interest of both contractors, to maintain appropriate insurance in order to guarantee their purchase value.

**9.5** The Seller's fulfillment of its warranty obligations is in any case subject to the fulfillment, by the Buyer, of all its obligations under the Contract, in particular those relating to the payment of the amounts according to the agreement.

**9.6** Any defect in the goods must be remedied, at the Seller's discretion, by modifying or replacing the product(s). In the event that the modification or replacement is impossible or involves unreasonably high costs for the Seller, the Buyer will only be entitled to a reduction in the price originally paid for the goods affected by defects. Any further complaints are excluded, to the extent permitted by law, such as, by way of example, requests for termination of the Contract, claims for damages, compensation for loss of profit and replacement and / or additional services. Any legal presumption that the goods are considered defective at the time of delivery if a defect is found within the first six (6) months of delivery is excluded.

## **10. Intellectual Property, Third Party Rights, Legal Requirements, Confidentiality**

**10.1** The Buyer is required to indemnify and hold harmless the Seller, at the Seller's first request, from any damage deriving from claims, alleged or actual, received from third parties in relation to the Buyer's Orders, if such Orders are placed on the basis of specifications provided by the Buyer that violate the rights of third parties, including, for example, industrial property rights.

**10.2** All documents are provided to the Buyer exclusively for the purpose indicated in the Contract and are, therefore, confidential and may not be disclosed to third parties without the written consent of the Seller, not even afterwards termination, for any reason, of this Contract. The Buyer undertakes to respect any industrial and intellectual property rights of the Seller and / or the Seller's supplier and is liable for any damage caused to the Seller and / or to third parties arising from non compliance with this obligation.

## **11. Liability**

**11.1** If permitted by law, any claim and / or request made against the Seller that are not explicitly permitted pursuant to the Contract or to these General Conditions of Sale are expressly excluded.

**11.2** Any liability of the Seller for slight negligence is excluded, except in cases of personal injury attributable to the responsibility of the same and except as provided for by mandatory provisions of law.

**11.3** The amount of any claims for damages, that are justified on the merits pursuant to mandatory provisions of law and / or to the Contract and to these General Conditions of Sale, may not in any case exceed the purchase price of the related goods delivered, except in cases of willful misconduct and gross negligence. It is excluded any liability for loss of earnings, indirect or consequential damages caused by a defect of the goods except in cases of willful misconduct and gross negligence. It is also excluded any liability for unforeseeable damages, to the extent permitted by the laws applicable to the Contract.

**11.4** Without prejudice to the limitations of liability referred to in the previous points, where applicable, the Buyer undertakes to indemnify and hold harmless the Seller from any loss, injury, cost, damage, charge, expense and / or claim of third parties that the Buyer is called to bear as a result of non-fulfillment, omissions, unlawful acts or acts carried out by the same and / or by his employees, collaborators, auxiliaries in violation of these General Conditions of Sale and / or of the Contract and / or of any Order.

## **12. Product Liability**

**12.1** The Buyer will be required to use the products manufactured, imported or marketed by the Seller according to their specifications and to ensure that such products (also in view of their use as raw materials or components) are made available only and exclusively of subjects who are able to know the risks and dangers associated with the use of the same products in accordance with their specifications and / or are marketed only and exclusively by such subjects.

**12.2** Any specific and particular properties of the Seller's products are to be deemed agreed only if explicitly confirmed in writing by the Seller. The Seller shall not be liable for any damage due to manufacturing defects relating to products of which the goods delivered by the Seller constitute a component or raw material and / or caused by instructions for use given by the manufacturer of such final products.

**12.3** If the Buyer uses the goods delivered by the Seller as a raw material or component of its products, the Buyer shall be obliged when bringing such products into commercial use to extend the obligatory information to be provided to consumers under product liability law also to the goods delivered by the Seller.

**12.4** The Buyer, even after having been placed the products on the market, is required to monitor the products in relation to any particular properties of the same and / or potential risks associated with their use, as well as to pay attention to scientific and technical developments relating to such products and to immediately inform the Seller of any defects found in the goods delivered by the Seller.

**12.5** The Buyer is required to indemnify and hold harmless the Seller, including against third parties, from any liability, loss, damage, costs and expenses incurred by the Seller due to the Buyer's failure to comply with the above provisions.

**12.6** If the Buyer or the Seller indemnifies a third party due to a defective product, pursuant to mandatory provisions of the law on civil liability for defective product, the burden of proving that the

defect of the final product was caused, wholly or partially, by a defect in the goods delivered by the Seller, always lies with the Buyer. Requests of damages made by the Buyer against the Seller are also always excluded, except in cases of willful misconduct and gross negligence by the Seller.

### **13. Waiver**

**13.1** Failure by the Seller to exercise its rights under these General Conditions of Sale and / or the Contract and / or the Orders shall not be deemed as a waiver of these rights. Therefore, the Seller retains the right to enforce these rights also at a later time.

### **14. Applicable Law and Jurisdiction**

**14.1** The General Conditions of Sale, the Contract and the Orders are ruled by Italian Law.

**14.2** The application of the 1980 Vienna Convention on the International Sale of Goods is expressly excluded.

**14.3** Any dispute arising from or relating to the Contract or these General Conditions of Sale, or any violation, resolution or nullity relating to them, will be subject to the exclusive jurisdiction of the Court of the place where the Seller has its registered legal seat.

### **15. Final Provisions**

**15.1** Any communication made on behalf of the Seller is legally binding only if made by its authorized representatives and in the required number (managing directors, authorized signatories, attorneys).

**15.2** Any agreement between the Seller and the Buyer must be stipulated in writing. Verbal agreements are void. Changes and additions to these General Conditions of Sale are effective only if made in writing. This requirement of the written form will also be considered satisfied in the case of communications by fax or e-mail.

**15.3** If one or more provisions of a Contract, of an Order or of these General Conditions of Sale are, in whole and / or in part, ineffective and / or inapplicable, the remaining provisions will remain valid and effective. In this case, the ineffective and / or unenforceable provisions must be replaced with provisions that reflect the intent of the parties as much as possible.

### **16. Electronic Transmission of Documents**

**16.1** The documents relating to the Order issued by the Buyer (by way of example but not limited to order confirmation, delivery note, invoice etc.) must be sent to the Buyer via e-mail or in other appropriate electronic format. All transmissions of documents to the e-mail address or any other electronic address communicated by the Buyer will be deemed delivered to the Buyer at the time of sending.

### **17. Processing of Personal Data**

**17.1** Each party undertakes to process the personal data acquired and / or received in execution of the Contract exclusively for the purposes strictly connected and instrumental to the fulfillment of the obligations undertaken, in compliance with the provisions of the General Data Protection Regulation (GDPR), Regulation (UE) 2016/679 of 27 April 2016.

The Seller informs the Buyer that the purposes, methods and storage of personal data are fully described in the Customer Information, to which reference should be made for anything not expressly indicated here. The data provided by the Buyer may be shared with subjects authorized by the Data Controller pursuant to art. 29 of the Regulations due to the performance of their work duties, and / or service providers and / or external consultants, who typically operate as Data Processors pursuant to art. 28 of the Regulation, or subjects, entities or Authorities to whom it is mandatory to communicate such data in accordance with legal provisions or order of Authorities.

***Place and date***

***Signature of the Seller***

***Signature of the Buyer***

The Parties declare to have carefully read the clauses of the General Conditions of Sale and to share them without reserve, accepting all the agreements. Consequently, clauses **1.3** (Prevalence of the Seller's General Terms and Conditions of Sale), **2** (Orders), **3.3** (Delivery after deadline), **3.4** (Right to unilateral price change), **4.3** (Seller's right of termination), **4.4** (Prohibition of offsetting), **7** (Default by the Buyer), **8** (Force Majeure), **9** (Warranty), **11** (Liability), **12** (Product Liability), **14** (Applicable Law and Jurisdiction), have been expressly accepted by both parties pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code.

***Place and date***