



PLASTICA SUD

Plastica Sud S.r.l. di A. Caiazzo & C.
Sede legale: Corso V. Emanuele 155, 84012 Angri (SA) Italy
Stabilimento: Viale delle Industrie, Area PIP lotto 55, 84087 Sarno (SA) Italy

t. 081 513 18 66
commerciale@plasticasud.it
www.plasticasud.it

GENERAL CONDITIONS OF SALE 30 June 2021 APPLIED BY "PLASTICA SUD Srl of A. Caiazzo & C."

1. General Provisions.

- (a) The parties agree that in this contract the indication "Seller" refers to "Plastica Sud Srl di A. Caiazzo & C" with registered office in Angri al C.so V. Emanuele, 155 with industrial plant in Sarno (SA) at Viale delle Industrie, Loc. Ingegno, lot 55, affiliate to the REA of Salerno with the n 171157 and with fiscal code/iva 00769450651, mail pec info@pec.plasticasud.it.
- (b) The parties agree that in this contract the indication "Buyer" refers to the Company that has signed any type of document with which it ordered the production of certain products to the Seller.
- (c) The parties agree that in this contract the indication "Products" refers to industrial products made by the Seller having characteristics and quality as detailed in the purchase order signed by the Buyer.
- (d) The parties agree that the General Terms and Conditions of Sale apply to all commercial transactions between the Seller and the Buyer, without the need for an express reference to them or a specific agreement to that effect to the conclusion of each transaction. Any other terms or conditions shall apply only if confirmed in writing by the Seller.
- (e) The Seller reserves the right to modify, supplement or change the General Conditions of Sale, informing the Purchasers of these changes in time regarding the current relationship.

2. Offers and Orders.

- (a) The Seller's offers are not binding, in particular about quantities, prices, and delivery terms.
- (b) Orders placed by the Buyer are not accepted until confirmed in writing by the Seller. If the Seller does not provide written confirmation of the order received verbally, the invoice issued by the Seller or the execution of the order by the Seller will be considered as confirmation.
- (c) Orders and/or changes to orders placed verbally or by telephone to be valid must be confirmed in writing by the Purchaser. In the absence of such communication by the Buyer and accepted by the Seller, the latter cannot be held responsible for any discrepancies between the products delivered and those ordered.
- (d) Any waiver or modification of an order sent by the Buyer will not be valid unless accepted by the Seller. In such eventuality the Seller, if ever the products were already in delivery to the Buyer, reserves the right to execute the sale and ask for the payment of the price.

3. Prices and Payment Terms.

- (a) The indicated prices of the Products are exclusive of VAT and any other taxes due, transport costs, the contribution for the collection and recovery of packaging where due, to be paid in accordance with the specific provisions set out in the sales invoice.
- (b) In the event of exceptional events involving significant changes in the cost of raw materials occurring between the time the Products are offered and the time the products are delivered, the Seller reserves the right to promptly inform the Buyer of the new prices of the Products adjusted according to the percentage increase suffered by the same. In this case, the Buyer has the right to waive the order at least for the part not yet produced.
- (c) If the Seller, has not been able to follow up the order for reasons of force majeure, may withdraw from the contract without obligation for compensation.
- (d) In the event of an unforeseen change in the circumstances that make the fulfillment of the obligations of the Seller particularly burdensome, the Seller shall have the right to promptly inform the Buyer of the total or partial termination of the contract, without being obliged to pay any compensation
- (e) In addition to the other remedies permitted by the applicable law or these General Conditions of Sale, the Seller reserves the right to apply default interest on late payments from the date on which the right to payment is accrued, calculated at the official reference rate of the European Central Bank increased by 8 (eight) points.
- (f) If the Buyer does not make payment within the terms and in the manner indicated by the Seller or if the activity of the Buyer is conducted not in accordance with the ordinary course of business, with this being understood, without any limitation, the issue of seizure or protest, or when payments have been delayed or bankruptcy proceedings have been requested or initiated, the Seller shall have the right, at its discretion, to suspend or cancel further deliveries and to declare any claim arising from the business relationship as immediately due. In addition, the Seller may in such cases request advance payments or a deposit to guarantee the Buyer's compliance.
- (g) The Purchaser is not entitled to make any compensation, deduction, discount, or reduction unless its request to this effect has been agreed in writing with the Seller.

4. Dispatch and transport.

- (a) When the mode of shipment of the goods is chosen by the Buyer of the goods, the costs of the transport and the procedure of the same are at your expense.
- (b) The goods and their packaging always travel on behalf and at the Buyer's risk, whatever the form of payment. It will be for the Buyer to protect its rights against the carrier, in accordance with the Law.
- (c) When the Buyer requests to pay for the transport at his own expense, with the collection of the products from the Seller by his means or from his contracted carriers, he assumes all the risks of the goods on board from/by the time of collection.

5. Terms of Delivery.

- (a) Unless otherwise agreed in writing, any delivery terms indicated are not binding on the Seller. Unless otherwise agreed between the parties, the delivery time specified in the order confirmation is to be considered indicative.
- (b) The Seller reserves the right to make partial deliveries where possible.
- (c) Liability for delays in delivery of goods resulting from force majeure or other unforeseeable events not attributable to the Seller is excluded, including, without limitation, strikes, lockouts, provisions of public administration, subsequent blockages of export or import possibilities, in view of their duration and scope, release the Seller from the obligation to comply with any agreed delivery terms.
- (d) The Seller is not obliged to accept returns of the products unless it has been expressly agreed in writing. Any costs incurred for this purpose shall be borne by the Buyer.
- (e) Plastica Sud will inform the Buyer of the date on which it is possible to collect the goods. Failure to withdraw within fifteen days of such communication, authorizes the Seller to proceed with the invoicing of the same at the agreed price, to collect and charge the purchaser all storage, insurance, and custody charges.

6. Duty of Inspection and Acceptance of Products.

- (a) At the time of taking delivery of the Products, the Buyer shall immediately: (i) verify the quantities and packaging of the Products indicating on the delivery document and reporting to the person in charge of the Seller's Warehouse any anomaly found; (ii) to carry out the conformity check of the Products with respect to the order, indicating on the delivery document and reporting to the person in charge of the Seller's Warehouse any anomaly found.
- (b) The Purchaser must, at the occurrence of any discrepancy between the goods ordered and the goods received, follow this procedure: (i) communicate any defect or dispute within 7 (seven) working days from the collection or delivery of the goods. If the complaint relates to a defect which, despite the initial inspection, remained hidden, the complaint must be made as soon as possible by the end of the working day on which the defect was discovered and, in any event, no later than 2 (two) weeks after taking over the Products; (ii) the written communication must contain details so that the Seller can carry out its verifications. Any communication made by telephone cannot be accepted; (iii) the Buyer agrees to make available to the Seller or to His delegates the product's object of the dispute so that it can ascertain the damages or defects reported by the Buyer.

(c) The Purchaser's comments/complaints concerning differences in quantity, quality, type, and packaging of the Products received must be made exclusively on the delivery and transport document.

The absence of objections or remarks at the bottom of the withdrawal and transport document will be considered as full acceptance of the Products.

7. Warranty terms.

(a) The Seller guarantees that the Products are free from defects and comply with the technical specifications stated in the Product datasheets.

(b) The warranty is valid on Products used in the environment and for applications that comply with the technical specifications indicated in the data sheets by the Seller, any different use may damage the Products and it is, in any case, an improper use.

(c) The warranty is not valid if the purchased Products will be used in a manner that does not comply with the technical construction requirements provided in the data sheets and within the safety limits imposed by the Seller.

8. Limitation of Liability.

(a) The Seller undertakes to promptly replace the defective products or products for which it has been sent dispute or relief in accordance with the provisions of paragraph 5 above, the Buyer is not recognized any further right or remedy. In particular, the Seller is not obliged to pay any compensation for breach or breach of contract, for any direct damage or loss of profit reported by the Buyer as a result of use, the non-use, except in cases covered by the warranty referred to in point 6, or in case of intent or gross negligence on the part of the Seller.

(b) The Seller undertakes to deliver the Products within the terms agreed with the Buyer, but in no case may he be called to account for the damages directly or indirectly caused by the delayed performance of a contract or the delayed delivery of the Products.

(c) The price lists and any other promotional material of the Seller report only summary indications of the Products, which are not binding for the Seller, as only the product data sheets bind Him.

9. Right of withdrawal.

(a) If the Buyer intends to contest the conformity of the Products delivered by the Seller to those ordered, has the obligation to give timely written notice in accordance with the provisions of point 6. Failure to comply with the procedure provided for disputes prevents the buyer from being able to request the guarantee on the sale that will be considered as accepted without notice.

10. Reservation of Ownership.

(a) The Products supplied remain the full property of the Seller until delivery to the Buyer. If the Purchaser does not provide for the payment of the agreed terms, the sums already collected by the Seller shall be retained as a penalty, at least until the full payment of the price of the goods is collected.

11. Intellectual property.

(a) The Buyer expressly acknowledges that the trademarks, trade names, or other distinctive signs affixed on the goods are the exclusive property of PLASTICA SUD SRL DI A. CAIAZZO & C. and cannot be altered, modified, removed, or deleted in any way. Any other use of the intellectual property of Plastica Sud by the Purchaser, if not expressly granted in writing, will be understood as a violation by the Purchaser of the aforementioned exclusive rights, also in terms of contractual liability and, as such, will be pursued.

12. Processing of Personal Data and obligation of confidentiality.

(a) The Buyer's personal data will be processed in accordance with the provisions of the Italian law on the processing of personal data and the GDPR - General Data Protection Regulation, in force in all countries of the European Union since 25 May 2018 (General Data Protection Regulation, officially EU Regulation No. 2016/679). The Seller is the data controller and that the personal data of the Buyer are collected and processed exclusively for the execution of this agreement. The Buyer has the right to request the Seller to update, rectify, supplement, cancel and transform into an anonymous form of their data.

(b) The Buyer is required to provide all the information that may be useful and necessary for the execution of the contract, ensuring that the same is truthful, accurate, and complete.

(c) In the event that the Buyer does not send the Seller the above information to the letter, the Seller shall have the right to suspend all or part of the performance of the contract until it becomes aware of the correct information of the Buyer.

13. Applicable Law.

(a) If the Buyer is an Italian legal entity, these General Conditions of Sale and all the contracts entered into with the Seller are understood to be governed by Italian laws.

(b) If the Buyer is a non-Italian legal entity, the General Conditions of Sale and all the contracts signed by the latter with the Seller will be governed by the Europeans rules on the sale of goods.

14. Jurisdiction of the Court.

(a) Any dispute arising between the parties as a result of the interpretation, validity, or execution of the General Terms and Conditions of Sale and the related contracts signed will be devolved to the exclusive jurisdiction of the Court of Nocera Inferiore (SA) Italy.

(b) The Seller may waive the choice of exclusive jurisdiction.

15. Final Provisions.

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

(b) The Seller undertakes to report on its website www.plasticasud.it the conditions of sale and every single change that occurred after 30 June 2021, and to which in any case the Buyer must refer before signing this agreement, including on product data sheets, in order to be adequately informed about the technical characteristics of the products and their suitability for the use to which it intends to assign them.

Place and date

By acceptance (The Buyer)

(b) According to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Purchaser specifically approves the provisions listed below: Art. 1 (b) - Applicability of the general conditions of sale to all contracts; Art. 3 (b) - Price change; Art. 3 (f) - Failure to pay on time and subject to insolvency procedures; Art. 3 (g) - Prohibition of compensation, deductions or reductions; Art.5 -Terms of delivery; Art. 6 - Duty to inspect and accept products; Art. 8 - Limitation of liability; Art. 10 - Retention of title; Art. 13 -Applicable law; Art. 14 - Jurisdiction; Art 15 (b) - Final provisions and an indication of the company website.

Place and date

By acceptance (The Buyer)

