



## GENERAL TERMS AND CONDITIONS OF SALE

### 1. INTRODUCTION

All sales by Picenum Plast S.p.a. are understood to be carried out solely under the conditions reported below, which constitute an express derogation to any different provision, except for different agreements that must be in writing.

The general terms and conditions of sale are understood to be known and accepted by all buyers and each order is understood to be accepted by the seller in compliance with and in execution of the same.

### 2. QUOTES

Quotes of Picenum Plast S.p.a., unless expressly indicated otherwise, do not constitute an irrevocable quote and do not bind the offerer in any way. Quotes containing a term of validity are understood to be binding for Picenum Plast S.p.a. only if the acceptance by the purchaser reaches the offerer within the same term.

### 3. ORDERS

The purchasers' orders are understood to be accepted only when written confirmation is sent by Picenum Plast S.p.a.

The orders must be complete with all the necessary information, both technical and administrative, including any possible tax benefits.

The prices shown in the confirmed order shall remain unvaried except for further clarifications by Picenum Plast S.p.a. In particular Picenum Plast S.p.A. reserves the right to vary the price shown in the order, even if confirmed, according to the fluctuations of the prices of the raw material.

Picenum Plast S.p.a. may cancel and/or reduce and/or integrate the order in the quantity, without this constituting a reason for dispute by the purchaser. Any orders only partially filled will be completed with subsequent supplies, unless otherwise communicated in writing by the purchaser.

Any eventual order in substitution or in addition, unless expressly communicated by Picenum Plast S.p.a., will be considered as a new order.

#### **4. ORDER CONFIRMATION**

The supply only includes the materials and services specified in the order confirmation and any possible modification thereof.

The text of the order confirmation shall prevail, in any case, over any different text of the quote and/or order and is understood to be accepted, except in the case of immediate dispute of any differences, by the purchaser, upon receipt of the goods.

The quotes formulated by Picenum Plast Spa and transmitted to the customer have a purely indicative value and are not binding for Picenum Plast Spa even in the case that the same is accepted by the customer who is responsible for formulating the order.

Any condition expressed by Picenum Plast S.p.a.'s representatives and/or intermediaries is not effective if not reproduced in the order confirmation letter.

#### **5. TERMS AND CONDITIONS OF PAYMENT**

The payment terms indicated in the invoice are binding and peremptory.

Payments must always be made at the registered office of the seller and can only be proved by the regular receipt issued by the latter.

Payments can also be made to those who demonstrate an express and specific mandate from Picenum Plast S.p.a. and, in this case, it is the responsibility of the purchaser to ascertain the validity and effectiveness of the mandate.

Any cheque left in payment must always and in any case be made payable to Picenum Plast S.p.a.

If the payments are not made within the established terms or in case of modification of the legal and/or economic and/or commercial situation of the purchaser, Picenum Plast S.p.a. reserves the right to suspend and/or cancel and/or immediately terminate the supplies in course of shipment and any possible order already accepted.

Once the deadline for payment has passed, Picenum Plast S.p.a., also independently from the prevision of Article 1186 of the Italian Civil Code, may immediately demand the entire amount due, even of expiry dates not yet matured.

Once the deadline for payment indicated in the invoice has expired, interest on arrears shall accrue, without prejudice to any other action, pursuant to Legislative Decree 231/02.

#### **6. DELIVERY OF GOODS**

Unless expressly provided for in writing, the terms of delivery of the goods are neither binding nor essential, being purely indicative.

Any delivery delays shall therefore not give rise to penalties or compensation of any kind, nor shall they lead to the cancellation and/or termination of the agreement.

All the risks and dangers connected with the journey of the goods ordered are the responsibility of the purchaser, even if the sale is carried out with the "carriage paid" clause, or if it is delivered "free delivery". All responsibility of Picenum Plast S.p.a. ceases at the moment of delivery of the goods to the carrier. In the absence of specific indications from the purchaser, the products will be sent by the means considered most suitable, without any responsibility being attributed to the seller for the choice.

Transport costs, unless otherwise expressly agreed, are at the purchaser's expense. Picenum Plast S.p.a. can suspend and/or cancel the supply, even for the part still to be carried out, in the event of force majeure and/or third-party action, without the purchaser having any right to compensation of any kind.

## **7. GUARANTEES**

In compliance with Articles 1490, 1491, 1492, 1493, 1494 and 1495 of the Italian Civil Code and within the limits outlined by the same regulations, Picenum Plast S.p.a. guarantees the purchaser, the conformity of the products to the sales contract and that the goods sold are free from flaws and defects.

### **7.1. Guarantee action**

The terms and conditions of the action shall be governed by Article 1495 of the Italian Civil Code.

### **7.2. Exception of non-fulfilment**

Without prejudice to the aforementioned references, the purchaser may not raise an exception of non-fulfilment against Picenum Plast S.p.A. and the same, if raised, remains without effect.

### **7.3. Right of recourse**

In the case of sale of the products to resellers, distributors or intermediaries of any kind, Picenum Plast S.p.a. grants its purchaser, and only the latter, the right of recourse, with respect to any claims by the final purchaser or any other subject forming part of the distribution chain, for flaws and/or conformity defects, in any case, attributable to an action or omission by the manufacturer, within the limits set out in point 7.2 above.

Said right must be exercised, under penalty of forfeiture, by written communication to be sent by registered mail with acknowledgement of receipt or PEC to the registered office of Picenum Plast S.p.a. within 8 days from the request made by the final purchaser or by any other subject belonging to the distribution chain and the relative action is prescribed, in any case, in the term of 1 year from the date of the sale of the product by Picenum Plast S.p.a.

## **8. PRODUCT CHARACTERISTICS**

The technical characteristics of the products, as illustrated in the sales catalogues and price lists, may be changed for technical or commercial reasons without prior notice. The sales catalogues and price lists do not constitute an offer, as all the data and illustrations contained therein are merely descriptive and indicative and their contents cannot be, even in part, copied, translated, reproduced, in any form, without prior written authorisation from the seller.

## **9. KNOW-HOW AND INTELLECTUAL PROPERTY**

The purchaser expressly recognises that the know-how of the products, their technical and graphic composition and the name of Picenum Plast S.p.a. form the object of exclusive and integral intellectual and industrial property of the seller.

Therefore, without prior written authorisation from the seller, the purchaser may not, for any reason, use, copy, remove or cancel any of the indications relating to patents, trademarks, denominations of origin or commercial names that are in any case affixed to the products. Any technical document, even if supplied to the purchaser, remains the exclusive property of Picenum Plast S.p.a. and cannot be used, copied, reproduced or transmitted to third parties, without the prior written authorisation of the seller.

## **10. MEASUREMENTS, WEIGHTS AND TOLERANCES**

The measurements and weights of the goods ordered are approximate and in any case, the tolerance of use on the finished products or on the individual elements that compose them is expressly admitted to the extent of 5% in excess or defect.

## **11. SUSPENSION AND TERMINATION OF THE CONTRACT**

Picenum Plast S.p.a. shall have the faculty of immediately suspending the execution of the contract, in the case of non-compliance, by the purchaser, of any contractual

condition, even if not essential, the violation of which shall, in any case, legitimise the seller to terminate the contract, pursuant to and in accordance with Article 1456 of the Italian Civil Code.

The same faculties are due to the seller also in the case of change in the economic - patrimonial conditions of the purchaser, or rather of variation of any kind in the form, structure, characteristics and social composition of the purchaser.

Picenum Plast Spa shall have the right to terminate the contract, pursuant to Article 1467 of the Italian Civil Code if its performance has become excessively onerous due to the occurrence of extraordinary and unforeseeable events.

Extraordinary and unforeseeable events also include increases in the prices of raw materials and their sudden and/or lasting lack of availability.

## **12. RETENTION OF TITLE**

All products remain the property of the seller until full payment for them has been made.

## **13. GOVERNING LAW AND JURISDICTION**

For any circumstance not specifically contemplated in this document, Italian law shall apply.

The Court of Fermo shall have exclusive jurisdiction for any dispute relating to the sale, excluding any derogation, even for connection or continuity of litigation.

## **14. EFFECTIVENESS**

These general terms and conditions of sale are valid, effective and binding from the moment of their publication on the website [www.picenumplast.com](http://www.picenumplast.com)

## **15. FORCE MAJEURE**

Neither Party shall be liable for and shall not be deemed to be in breach of its contractual obligations if performance of such obligations is delayed or prevented, directly or indirectly, by a Force Majeure Event. "Force Majeure Event" means any event, act, fact or circumstance which makes it objectively impossible to perform all or any part of the obligations under this Agreement, but only if and to the extent that such event, act, fact or circumstance:

(a) is beyond the direct or indirect control of the Party invoking it;

(b) could not have been avoided or limited by ordinary care required by the nature of the business carried on by that Party; and

(c) is invoked by the same as a Force Majeure Event.

By way of example and without limitation, and provided that the requirements listed in the preceding paragraph are met, the Parties mutually acknowledge that the following events constitute Events of Force Majeure: actions (or omissions) by governmental authorities, fires, adverse weather conditions, earthquakes, floods, national and/or local strikes or labour unrest at national and/or local level, floods, wars (whether declared or undeclared) or other acts of hostility - including terrorist acts, sabotage, vandalism, theft, civil commotion, riots, blockades or embargoes, and/or events invoked by third parties, such as suppliers of raw materials, machinery, semi-finished products etc. Such Events of Force Majeure must be notified in writing within 3 (three) working days and substantiated by documents, under penalty of forfeiture, within 10 (ten) days from the date on which such events occurred.

The Party intending to avail itself of the Force Majeure Event shall nevertheless demonstrate that it has taken all reasonable measures to mitigate the adverse effects resulting from the Force Majeure Event. In the event of a Force Majeure Event, the date of performance of each Party's obligations shall be extended by agreement between the Parties. If either Party fails to fulfil its obligations within the agreed time limit, the other Party may terminate the Agreement and proceed to specific performance, without prejudice to any other action for damages. If any Force Majeure Event continues uninterrupted for a period of more than 180 (one hundred and eighty) consecutive days, either Party shall be entitled to require termination of the Agreement by written notice to the other Party.

**THESE GENERAL TERMS AND CONDITIONS OF SALE FORM AN INTEGRAL AND BINDING PART OF EVERYTHING SPECIFICALLY INDICATED AT THE FOOT OF EACH INDIVIDUAL COMPANY DOCUMENT IN PAPER OR DIGITAL FORM.**