

General Conditions of sale

1.1 – The General Conditions of sale (hereinafter “General Conditions”) herein stated which are published on the website www.plastinord.it, in so far as they are not excluded or amended by the parties in writing, shall apply to every sales agreement entered into by PLASTINORD SRL (hereinafter the “Seller”), and its clients (hereinafter the Client/Clients).

1.2 – The General Conditions constitute the terms governing the relationship between PLASTINORD SRL and the client, with respect to whichever supply shall from time to time form the subject of an order, save as expressly indicated in the order and the confirmation or in any correspondence following the order confirmation signed by both parties. The General Conditions shall therefore be deemed to have been accepted even without signature by the Client of a document in which they are reproduced or which makes reference to them.

1.3 – The expression “in writing” used in the General Conditions shall mean “by a document signed between the parties” or by “fax, letter, email”.

2. ORDERS AND SALES

2.1 – Orders shall be made using the form which can be downloaded from the website www.plastinord.it. The Seller reserves the right to take into consideration orders made using other means, requesting the Client to make amendments to the order itself.

2.2 – Orders are in any case governed by the General Conditions and by special conditions agreed in writing.

2.3 – The purchase order shall be deemed to have been accepted by the Seller when (i) the Client receives the “confirmation of sale” signed by the Seller; (ii) or, the Client receives copy of the order bearing the Seller’s rubber stamp and signature by way of acceptance. In default of express acceptance, delivery of goods by the Seller shall not mean tacit acceptance of the order received.

2.4 – If the Seller in confirming the order sent to the Client introduces amendments to the conditions indicated by the latter in the order, the same shall be deemed to have been accepted if the Client fails to refuse the order within five days from receipt of the order confirmation. The Seller shall include any amendments made to the conditions indicated in the order, in the space available for this purpose within the order confirmation.

3. DELIVERY TERMS AND CONDITIONS

3.1 – The term within which the goods are to be delivered, indicated in the order confirmation, is only binding where it is expressly stated. In any other case, the term for delivery shall not be binding and a reasonable grace period of not more than sixty days shall apply.

3.2 – No breach or liability shall arise when, for reasons not imputable to its will, for example in the case of strikes, including company industrial action irrespective of the reasonableness of the workers’ requests, difficulty in sourcing raw materials, epidemics, war, earthquakes, natural disasters etc., the Seller does not respect the delivery terms. In such cases, and if the agreement shall become too difficult for the Seller to respect, besides the exemption from breach, the Seller may opt to terminate the agreement in terms of law. In the event of impossibility or temporary difficulty, the delivery term shall be automatically extended for a period equal to the term of the impossibility or temporary difficulty, without prejudice to the right of the Seller to terminate the agreement by giving notice to the Client when the impossibility or temporary difficulty arises, without any liability or obligation arising against the Seller.

3.3 – In the event that the Client shall delay or refuse delivery of the goods it shall bear all expenses which could arise as a result therefore and any damages which the Seller may suffer shall also be imputable to the Client which shall be bound to pay the price even if not yet due.

3.4 – If such delay by the Client exceeds 30 (thirty) days from the offer depending on use of the goods, the Seller shall have the right to terminate the agreement and to compensation for damages and to retention of a penalty out of payments on account received.

3.5 – Minor differences in weight and/or volume of the goods, both in excess and in default, shall not constitute good reason for the Client to refuse acceptance. In such case, the Client shall be bound to pay the price of the quantity of goods actually delivered.

3.6 – PLASTINORD SRL shall have the right to make early delivery of staggered deliveries by giving notice to the Client, unless otherwise agreed in the order confirmation.

3.7 – The Client undertakes to use the means necessary and adequate for acceptance, deposit and preservation of the goods purchased and shall ensure that such means are in line with all legal provisions even if provided by third parties or at third party premises

4. COSTS, RISKS AND DELIVERY TERMS.

4.1 – Transportation phases are governed by Incoterms (2010 edition as subsequently amended and supplemented) as agreed and indicated by the Parties in terms of the order confirmation and/or the invoice.

4.2 – Generally, every risk for loss and/or damage of the goods passes from the Seller to the Client at the moment in which the said goods have been placed at the Client's disposal in term of Incoterms (2010 edition as subsequently amended and supplemented) for the delivery agreed. In the event of conflict between Incoterms (2010 edition as subsequently amended and supplemented) and the General Sale Conditions or specific conditions in individual order confirmation, then the contents of the order confirmation shall prevail, followed by those in the General Conditions of Sale. Any matter not specifically dealt with in the General Conditions of Sale shall be governed by the Incoterms conditions (2010 edition as subsequently amended and supplemented) in relation to the delivery agreed.

5. PRICE AND TERMS OF PAYMENT

5.1 – The price of sale of the product is usually agreed by the parties from time to time and indicated in the order confirmation or in the invoice. Variation in increase in tax, duties or costs for other unforeseeable events occurring after the date of signature of the agreement, shall bring about an increase in price.

5.2 – Payment of the price shall be made exclusively in favour of the Seller and as indicated in the sale acceptance or the invoice. No complaint or claim by the Client shall give the latter the right to delay or suspend, in whole or in part, the payment due.

5.3 – In the event of failure to pay the price, even in part within the times indicated, the Seller shall have the right to suspend the delivery of the goods even with respect to other orders different to those in relation to the failed payment, without prejudice to any other right in terms of law including termination, even partial of the agreement and in any case payment of damages.

5.4 – In the event that it is agreed that payment of the price is made by instalments, failure to pay even one instalment, irrespective of the amount involved, shall give the Seller the right to demand full and immediate payment of the entire price.

5.5 – In the event of failure to effect payment of the price within the term agreed, as from the following day, automatically, interest for late payment will accrue in terms of the Legislative Decree 9 November 2012 , n. 192 and of Decree Law January 24, 2012 n. 1, Leg. n. 231/2002 and subsequent amendments and additions without prejudice to any other right of the Seller.

5.6 – Without prejudice to any further damages and other guarantee, PLASTINORD SRL shall have the right, in terms of the Legislative Decree 9 November 2012, to payment of costs incurred in the recovery of late payments made to the Client, with the exception of the case in which the Client proves that the delay is not imputable to it.

5.7 – The goods shall remain property of the Seller until full payment of the price, in terms of

article 1523 of the Civil Code. 5.8 – In the event of termination of the agreement, the Client must immediately return all the goods purchased which are in its possession, without prejudice to any other right of the Seller.

6. CHECKING GOODS UPON DELIVERY

6.1- Goods supplied by PLASTINORD SRL shall be suitable packed . Particular types of packaging must be expressly requested by the Client who will bear additional costs.

6.2 – The Client shall, at the moment of delivery, check the goods, that the packaging has not been damaged and that the goods delivery correspond in type and quantity with the order confirmation. Any damages to the packages or shortage of goods supplied with respect to what was agreed shall be notified to the Client at time of delivery of the product in writing on the original delivery note or the bill of lading signed by the Carrier. These documents must be returned to the Seller giving timely notice. In case of breach by the Client of the said procedure, the same shall forfeit its right to raise any claim with respect to the type, intrinsic quality and quantity of the goods delivered.

6.3 – The Client shall keep the goods subject of the claim for defect in packaging separately stored to allow the Seller to effect the necessary checks on the goods in their original packaging.

6.4 – By sending the purchase order, the Client undertakes, where it is not already in possession, to have available the structure and means necessary to receive, store, move and use the goods orders, in full awareness of their technical features and technical and technological properties with respect to their proper use.

7 APPLICATION AND LIMITS OF THE GUARANTEE ON DEFECTS AND QUALITY OF GOODS.

7.1 – PLASTINORD SRL warrants that the goods delivered have the qualities indicated in the technical data sheets and comply to the standards requested in terms of current laws. It guarantees that the goods are free from defects which render it unsuitable for the use intended or diminish its value, in view of the destination of use expressly indicated in the written agreement. Any other warranty on the goods purchased and their use even in combination with other products, save for cases established by law or agreed between the parties, is excluded.

7.2 – No warranty shall be given on products that are indicated in the order Confirmation as “off range” such as for example but not limited to: OFF GRADE (including abbreviation OG), OFF RANGE (including abbreviation FN), SUB STANDARD (including abbreviation SS)

and SECOND CHOICE (including abbreviation 2SC). 7.3 – In the event that the Seller shall guarantee defects or lack of quality, the provisions of article 1490 et seq of the Civil Code shall apply, with these particular exceptions and clauses;

a)The defect must be reported in writing;

b)The term for making a claim is eight days from delivery of the goods and, only with respect to latent defects, running from the day on which they are discovered;

c)By not later than ten days from sending the report, the Client must, on pain of nullity of the guarantee, in the presence of an employee of the Seller, take samples of the goods presumed defective, to be delivered to the same employee;

d) The goods forming the subject to the claim must not be used nor confused with other goods, nor preserved in an unsuitable way by the Client, on pain of nullity of the guarantee;

e) The Client must ensure maximum diligence to limit harmful consequences which could arise from defects in the goods, adopting any opportune measure or initiative for such purpose;

f) The Seller is not responsible for defects and harmful consequences arising from the inadequate preservation of the goods or their improper use not in line with the instructions provided or technical norms and applicable experience;

g) The guarantee does not cover lack of quality or characteristics of the goods that do not form the object of express reference in the sales specification or in the order confirmation;

h) The Client may legally enforce the guarantee by means of laws, excluding the right to suspend payment of the price due, even partially; i) Any liability for damages of the Seller is limited to the value of each supply having as object goods which result defective or lacking in quality, excluding

payment of indirect damages for loss of income, loss of image, third party damages, except as preemptory in terms of law;

- l) The Seller is not liable for damages to the goods and products manufactured by means of them unless they are sold in its name; it shall not be responsible if the sale is made in the name of a Client or third parties or in packaging, bearing labels, marks of the Seller, used without its consent or counterfeited or, in any event illegally used by the same;
- m) In the event that the Client requests termination of the agreement, the Seller shall have the right to avoid termination by substituting the damaged goods with goods which are fit for their purpose and which are equivalent to the goods forming the subject of the supply at the same conditions and with the same warranties, excluding any responsibility of the Seller if not for delay in delivery;
- n) The Seller is not responsible defects and damages to third parties resulting from deeds of the Client, by transferring the goods without notifying the features thereof and the terms of use of the same together with any other useful information for use of the goods; in the event of third party action, the Seller shall be held harmless by the Client;
- o) The Client expressly waives the right of recourse in terms of art. 131 of the Consumers Policy (Law No. 229 of 29.7.2003), where applicable against the Seller, following objection raised by the consumer or other seller or intermediary;
- p) The performance of goods used by the Clients shall not constitute defect or poor quality: since the Seller does not provide any guarantee in this respect.

8. INFORMATION ACCORDING TO LEGISLATIVE DECREE

30.06.2003 , n . 196 and subsequent amendments (Personal data protection policy)

The Parties reciprocally acknowledge that information supplied by them could, in terms of the above referred to regulations and in line with confidentiality obligations forming the basis of the Parties' activities, be used for processing that include the collection, recording, organisation, preservation, processing and all other operations in terms of article 7 of the above referred to regulations. Such data will be exclusively handled for achieving the scope of the General Conditions of Sale and of order accepted and limited to their duration. Confidentiality obligations referred to above shall continue even after termination, for whatever reason, of the data processing. Data may be processed using automated means or hard copy and maintained in places where access is limited. Data and information processed on this basis could form the subject of communication and transmission to third parties, within the ambit of the same reasons for which they were acquired. In terms of article 7 of Legislative Decree 196/2003, it is within the right of each Party to obtain, at any time, confirmation of its data as well as the logic and scope of their processing, updating, adjustment or integration. It is to be noted that each Party may, at any time and for legitimate reasons, object to the processing of data pertaining to it. The above serves as acknowledgement and consent, with respect to articles 13 and 23 of Legislative Decree 196/2003, to processing where requested.

9. CONFIDENTIALITY Confidential information (hereinafter "Confidential Information") shall consist of all technical, financial, and/or commercial information communicated by the Seller to the Client or in any form acquired by the Client with respect to the relationship with the Seller, with the exception of information and data which the Client can prove in writing:

- a) Was of public domain;
- b) Became of public domain for independent causes not imputable to it;
- c) Were legally received by a third party to whom they were available with no obligation of confidentiality.

The Client undertakes to:

- a) Keep secret and confidential and not divulge, taking all necessary measures, any Confidential Information, provided that in the event that the Client was bound by laws, decrees, regulations or other norms issued by Public Authorities to reveal the Confidential Information in derogation of such confidentiality obligations, the Client must immediately notify the Seller in order to allow the

latter to raise opposition and/or take any action to safeguard its interests. In any event, in such cases, it may only reveal that part of the Confidential Information which the Client is obliged to reveal to comply with said decrees, regulation or other orders issued by public Authorities;

b) Use the Confidential Information solely in the implementation of the relationship with the Seller;

c) With respect to the Confidential Information, take the same measures that it would take to safeguard its own confidential information to avoid that the Confidential Information is divulged, being responsible also for the actions of its employees and collaborators;

d) Divulge the Confidential Information only within its organization and only to those persons who need such information in the course of their activities or functions in its relations with the Seller, and only after having ensured that such persons are bound to use the Confidential information within the applicable limitations;

e) Not publish and/or patent any Information or data contained in the Confidential Information. The confidentiality obligation in terms of Article 9 shall remain in force for all the period of the relationship between the Client and the Seller and for 10 (ten) years after their termination for any reason whatsoever.

10 JURISDICTION AND APPLICABLE LAW

Any dispute in relation to or connected with the relationship between the Seller and the Client, even for extra-contractual issues shall be referred to the Court of Busto Arsizio which shall have jurisdiction, without prejudice to the right of PLASTINORD SRL, to refer the dispute to the Client's Court of jurisdiction. The parties agree that the applicable law is Italian law.