

GENERAL TERMS OF SALE

1) APPLICATION OF THE GENERAL TERMS: The seller and the buyer agree that the sales that will be concluded between them, the goods produced or marketed by the seller, will be automatically regulated, by virtue of the signing of this agreement, by the regulations contained in the general conditions of sale indicated below, which will always be an integral part of it and which are assumed to be known by the buyer. The conditions of sale may be modified by other conditions, only if expressly agreed in writing. The seller can propose modification of these general conditions of sale by communicating to the buyer through registered letter with receipt. The execution of the buyer's orders which are accepted by the seller will be made in accordance with these conditions of sale. The changes of the conditions will enter into force between seller and buyer only when they have been accepted by the buyer by written confirmation. In the absence of such acceptance, for the relations in course of performance at the time of the change request sent by the seller, the present conditions of sale will continue to apply between the parties.

2) ORDERS – CONCLUSION OF THE CONTRACT: The sales contract is going to be concluded by the acceptance of Buyer of the order confirmation sent by the vendor.

In case of non-acceptance within 48 hours from receipt of the order confirmation by the Buyer, the order will be impliedly considered approved in its entirety. Even if the order of the buyer and/or the order confirmation of the seller do not expressly refer to the present general conditions, they apply in any case as they are deemed to be known or at least knowable by the buyer.

For the conclusion of the sales it is sufficient that the consent of the parties concerns the essential conditions such as the price, the terms of payment, the quantity and the characteristics of the goods.

Orders are deemed irrevocable by the Buyer but are not binding for the Seller unless accepted in written form by the latter's legal representative. Any and all special agreements regarding the supplies and terms of delivery specified in this order, even when agreed by agents or representatives appointed by the Seller, are not binding for the latter unless accepted in written form by his legal representative.

The execution of the order by the Seller implies the acceptance of the same by the latter. The Buyer is expressly prohibited from unilaterally withdrawing from the sales contract and the respective order.

If, after the confirmation of the order, the Seller discovers protests, seizure, confiscation, or any other action detrimental to the reputation of the Buyer, or if the latter is known to be facing financial difficulty, the Seller is, at his own discretion, entitled to unilaterally suspend the contract and demand particular guarantees or to dissolve the contract on grounds of breach by the Buyer pursuant to Italian C.C. Art. 1456 by means of notification of such intention of the Buyer by registered letter with notice of receipt or telegram.

3) PRICES AND PAYMENT: The sales price will be the price specified in the confirmation of the order. Whenever the sales price is not specified, the price indicated in the Seller's price list in force at the date of contract execution will be quoted. Idealplast srl shall not be bound by the Customer's general conditions of purchase, even if reference is made to them or if they are contained in the orders or in any other document received from the Customer, without the prior written consent of Idealplast. The general conditions of purchase shall not be binding on Idealplast srl, not even as a consequence of approval. Whenever the products are not collected by the Buyer when ready for delivery or whenever the effective delivery of the products has not been possible due to reasons beyond the Seller's control, unless agreed otherwise or due to force majeure, any prices specified in the order must include any variations in the Seller's price list in force at the date of contract execution and any variations in the cost of the materials and labor that have occurred from the moment the products are made ready for delivery until the moment they are collected by the Buyer or a shipper on his behalf.

Taxes, duties, and expenses regarding the issue of bills of exchange or the regularization of the contract necessary must be borne by the Buyer, including the encashment expenses for the shipments made for cash

on delivery. All payments must be made in Euros, in cash, at the domicile of the Seller, who is also entitled to accept bills of exchange and bank checks or to authorize the issue of bank drafts or collection orders, without such actions producing under any circumstances the novation of the original credit, damaging any conditional rights of domain established or altering the competent court of law in case of legal action. Delays in payment lead to the accrual of interest in arrears at the rate specified in Art. 5 of Legislative Decree 231/2002.

4) DELIVERY: The term of delivery is approximate and begins elapsing from the moment in which all necessary elements of the contract have been irrevocably defined and supplied, provided that the Buyer has punctually made all the payment, installments due. Whenever payments are outstanding, regarding previous supplies, the Seller is entitled to suspend the contract until all payments due have been made and suitable guarantees have been provided for the payment of any installments outstanding. The term of delivery shall be calculated in working days and is extended by events beyond the control of the Seller such as strikes, trade union activity, serrated, fire, flood, inadequacies in raw materials that prevent working, delays in obtaining supplies from sub-contractors, power shortage, and other unforeseeable circumstances.

Delays in regards to the agreed terms of delivery can never provide grounds for claims for damages.

The Seller is entitled to make partial deliveries. Delivery at the Seller's productive unit is deemed as having been completed to every sense and effect twenty days after the Buyer has received the registered letter with notice of receipt in which the Seller has informed the Buyer that the products are ready for collection.

Henceforth, all the risks of the goods are transferred to the Buyer, who shall also bear all the costs regarding the storage, surveillance, maintenance, and insurance. If, twenty calendar days after receiving the above-mentioned registered letter, the Buyer has not collected the products either directly or indirectly or if the Seller is unable to bring the Buyer such products, the Seller is entitled to sell such products elsewhere, and the Buyer will be required to pay the difference between this value and the price originally agreed for the products pursuant to Italian C.C. Art. 1515.

5) ALTERATIONS OF PRODUCTS: All the data and characteristics provided in the Seller's catalogues, price lists, illustrations, drawings, offers, and advertising are purely illustrative and not binding on either Seller or Buyer. The Seller reserves the right to modify his products in any way deemed necessary (changes in color of the materials or graphics) without providing the Buyer with advance notice, provided that such modifications do not alter product functions. Materials may undergo variations in size, thickness and quantity within a +/- 10% range of tolerance.

The Seller is not required to make any modifications to the products destined to the Buyer already produced or currently under production that were applied to other products after the date of order by the Buyer.

6) RESPONSIBILITY OF THE SELLER: The Buyer takes note and accepts that Idealplast srl is exclusively liable for the material it produces and supplies, while it is not liable for subsequent processing operations.

The Buyer agrees to refrain from claiming damages or reimbursement for expenses derived from the inappropriate use of the goods or damages incurred as a result of the time required for their replacement of the same authorized by the Seller or whenever due to unforeseeable circumstances the Seller is unable to fill an order that has already been accepted.

The seller isn't in any way responsible for possible theft or misappropriation that should occur after the delivery under art. 4 and in any case during transport. In case of legal actions established by the purchaser against the seller, if the buyer has not fulfilled the payments included in the contract, the seller reserves the right to dissolve the contract on grounds of breach by the Buyer as per the sense and effect of Italian C.C. Art. 1460.

7) FORCE MAJEURE: The seller is in no way responsible in the event that, due to force majeure, she is unable to fulfill an accepted order. By "force majeure" we mean all those events that can be considered inevitable, due to an external cause and unpredictable. These events also include cases in which the vendor's suppliers failed to deliver the raw materials, invoking a cause of force majeure. In such cases, the seller's supply obligation will be excluded or limited to the quantity of goods that it will be able to produce with the raw material actually received from its suppliers.

8) SHIPMENTS AND SHIPPING: The goods travel at the Buyer's expense and risk even when for sales they are shipped free at destination. Whenever the Buyer fails to promptly choose a shipping vector, it will be chosen by the shipper at no liability to the Seller.

Any shipment of protested goods by the Buyer for replacement following authorization must be made carriage free to the Seller's productive unit, otherwise the Seller is entitled to refuse acceptance without any liability in regard.

9) FAULTY PRODUCTS AND NON-CONFORMING MATERIALS: At the moment of delivery the buyer shall diligently check that the material is not faulty. The seller shall report any faults by registered letter with return receipt within 8 days of the date of delivery and/or of discovery of the said faults. Failure to observe the above terms shall invalidate the warranty. In case of delivery of non-conforming material, the Buyer, without prejudice to its obligation to report, after confirming its reporting obligation, shall suspend processing of the material until it is checked and the fault, if existing, is acknowledged by Idealplast srl and replaced with suitable material. Idealplast srl declines all the liabilities for delays in production, lost earnings, emerging damages or other problems deriving from the above situations. Returns of the goods deemed to be non-conforming do not constitute acknowledgement by Idealplast srl of the reported faults.

10) CONDITIONAL RIGHT OF DOMAIN: Whenever sold by installment, until the Buyer has paid for the full price for the products, the goods in the supply shall remain the complete property of the Seller and as such can be claimed by the latter wherever they are, even if united with or incorporated into goods of the Buyer's or third party's property pursuant to Italian C.C. Art. 1523 et seq. During such period, the Buyer agrees to assume all liability for the custody of the goods provided and shall not be entitled to sell, loan, pawn or move such goods or permit the same to be seized or confiscated without declaring them to be the property of the Seller and without providing the latter with the immediate notice of the same by registered letter with notice of receipt.

11) BREACH OF CONTRACT BY THE BUYER – CONTRACT TERMINATION: Failure to pay two installments - not necessarily consecutive installments - of the price agreed at the deadlines agreed will invalidate the benefit of the term for the Buyer, and the Seller will be entitled to obtain either the entire difference in the price still outstanding or the dissolution of the contract pursuant to Italian C.C. Art. 1456 to be communicated by certified e-mail. In the event of the second hypothesis, the Buyer must immediately return the goods, and must pay a penalty of 50.00 € per day for each day of delay in making such return, with all rights reserved for the pursuit of greater damage. The Seller is therefore entitled to withhold the installments already received as a form of indemnification with all rights to the pursuit of greater damage reserved. Lastly, it must be specified that in the event of delays of payment, the interest specified in Directive No. 7/2011/UE will be applied.

12) TRANSFER OF CREDIT: The Buyer agrees to accept henceforth as pursuant to Italian C.C. Art. 1264, the transfer of the credit vaunted by the Seller in its regard to factoring companies or their equivalent, expressly exonerating the Seller from any other obligation for notice.

13) TRADEMARKS: the registered trademarks “IDEALPLAST ®”, “IDEALENE ®”, “IDEALITE ®”, “IDEALPEEL ®”, “IDEALFLEX ®” and “IDEALBIO ®” are the exclusive property of the seller and may not be used by the buyer without the former's express written authorisation.

14) CLAIMS – COMMUNICATIONS: All claims and protests of any kind must be sent to the Seller's registered office. For the purposes of this order and the respective contract, the Buyer elects domicile in the location specified on the front page of the order and all communication in regard must be sent either to such address or to his registered office at the discretion of the Seller.

15) GOVERNING LAW AND JURISDICTION: These terms and conditions are governed by Italian law and the parties agree to submit to the exclusive Italian jurisdiction of the Bassano del Grappa courts.

16) INTERPRETATION OF THESE GENERAL TERMS OF SALE: These general terms and conditions of sale are a translation of Italian language original. In case of doubt or deviation the Italian language version takes precedence.