

- General Sales Conditions rev.4/23 -

1. PROVISIONS APPLICABLE TO THE SALE

- 1.1 These General Sales Conditions shall apply for any contract signed with Brianza Plastica S.p.A. (hereinafter "Seller") for the supply of its products (hereinafter "Products") to a customer (hereinafter "Buyer") and replace any previous written or verbal agreement between the Seller and Buyer.
- 1.2 These General Sales Conditions shall have precedence over every condition submitted by the Buyer to the Seller, as long as the validity of the conditions submitted by the Buyer to the Seller are not expressly recognised by the latter and approved in writing.
- 1.3 In addition to these General Sales Conditions, every contract between the Seller and the Buyer is governed by the particular conditions established in the order confirmation issued by the Seller (hereinafter "Order Confirmation").
- 1.4 In the event of a conflict between the General Sales Conditions and the particular conditions established in the Order Confirmation, the particular conditions shall have precedence.
- 1.5 These General Sales Conditions are mentioned in the order confirmation and can be downloaded from Brianza Plastica's official website (www.brianzaplastica.it) and are considered completely known and accepted by the Buyer at the time of the order.

2. ORDER ACCEPTANCE AND EXONERATION OF SELLER LIABILITY FOR IRREGULAR INFORMATION

- 2.1 The order from the Buyer produces effects vis-a-vis the Seller only at the time when the Seller has accepted it in writing with an Order Confirmation.
- 2.2 The order confirmed by the Seller is irrevocable by the Purchaser.
- 2.3 Verbal or telephone orders or any verbal modification to orders must be confirmed in writing by the Buyer; if not, the Seller is exonerated from any type of liability for errors or connected misunderstandings.
- 2.4 Catalogues, price lists and other advertising material have the sole purpose of indicating the type of Products; neither the prices nor the other particular conditions contained therein are binding for the Seller.

3. DELIVERY AND TRANSPORTATION

- 3.1 Unless otherwise established by the Seller in the Order Confirmation, the delivery of the Products is CPT- Carriage Paid To - (Incoterms® 2020) at the destination site indicated in the Order Confirmation.
- 3.2 The delivery dates are not binding. However, the Seller shall act, within the possible limits, to observe the established delivery date; in any case, any delays shall not give the Buyer the right to claim a reduction in the price or compensation for direct or indirect damages, without prejudice to the Buyer's right to terminate the contract if the delay is longer than thirty (30) business days, starting from the date when the Seller receives a written order to comply.
- 3.3 If failure to comply with the delivery dates is due to causes of force majeure (i.e. mobilisations, war, insurrection or similar events, strike, lock-out) or reasons beyond the Seller's control (i.e. frost, fire, explosions, absence of raw materials or other facts that hinder or delay production), the dates for delivery shall be adequately lengthened, for a time at least corresponding to the duration of the events that caused the delay.

3.4 In any case, regardless of the delivery date agreed upon between the parties, the transportation risk from the delivery place to that of destination is entirely borne by the Buyer, thus the Seller is not liable for any damages occurring during the transportation.

4. OWNERSHIP

4.1 The parties hereby agree that the Products supplied to the Buyer shall remain property of the Seller until their price is fully.

4.2 Until then, the Purchaser shall hold the products as the Seller's trustee and must keep them properly stored, protected and insured.

5. INTELLECTUAL PROPERTY

5.1 Intellectual property rights are the total and exclusive property of the Seller and their communication or use within the framework of these "terms of sale" does not create, in their regard, any right or claim on the part of the Purchaser, who undertakes not to perform any action incompatible with the ownership of the aforementioned rights.

6. PAYMENT

6.1 Unless otherwise agreed in writing between the parties, the payment shall be regularly made by the due date indicated on the invoice, with the understanding that the Buyer does not have the right to any discount, deduction or compensation.

6.2 In the event of delay, lack of or partial payments, all of the sums due shall mature interest in arrears calculated according to Italian Legislative Decree no. 192/2012, without the need for notice of default, and all the receivables shall become immediately payable with operation of the acceleration clause for the Buyer.

6.3 Without prejudice to every other provision contained herein, if the Buyer is in breach of the payment obligation or strong doubts arise related to its solvency in the case of liquidation, closure of the business or bankruptcy proceedings of any nature (including agreements to restructure the debt or agreements with creditors), the Seller may:

- immediately suspend further deliveries until the credit has been fully paid, (including the default interest provided for in paragraph 6.2 above), and until the Purchaser has provided guarantees judged by the Seller to ensure the proper fulfilment, by the Purchaser, of the previous obligations arising from the current contracts;
- request the immediate payment of all claims due to the forfeiture of the term;
- withdraw from all additional contracts concluded with the Purchaser and suspend ongoing negotiations with the Purchaser;
- terminate the contract pursuant to Art. 1456 Italian Civil Code.

7. LEGAL EXPENSES

7.1 Any Buyer's outstanding debt shall authorise the Seller to engage a solicitor to proceed with collection. After engaging a solicitor, the Buyer shall pay the Seller the expenses incurred for the collection plus interest, in addition to the amount due to cover the outstanding debt.

8. COMPLAINTS - RETURNS

8.1 At the time of delivery, the Buyer is required to check the no. of parcels and the general conditions of the shipment. In the event of anomalies, damage, missing items or tampering, the Buyer shall sign the transportation document (DDT, CMR, etc.) writing RESERVATION and specifying the type

of anomaly found. The Buyer shall notify the Seller of any complaint regarding the packing, quantity, number or exterior characteristics of the Products, in writing (fax or email) within 10 business days from receiving the Products. In the event of omitted or late notification, the Buyer's right to complain about the aforesaid shortcomings shall be considered forfeited.

- 8.2 At the time of first use, the Buyer shall submit the products to an accurate control* in accordance with its own control **plan in order to identify any defects that make the lot/batch inadequate for its intended use. An adequacy control shall be performed on the first part produced using the material purchased from BP so that, in the event of an aesthetical defect concealed by surface film, its use can be immediately stopped.**

By way of example, but not limited to, defects are considered to be surface, aesthetic, dimension defects and of colour significantly present in the lot/batch.

** the control must be conducted on a sample of adequate representative size of each lot/batch composing the supply (the lot/batch is present on the identification label affixed to the packing).*

In the event of a defect appearing only before or during use, if later confirmed by BP, reimbursement shall be recognised for the entire value of the lot/batch object of such defect and the repair cost OF JUST THE FIRST PART PRODUCED. Reimbursement for processing or material on subsequent parts shall not be recognised, when they belong to the same lot/batch.

- 8.3 Complaints concerning the concealed defects referred to in point 7.2, which cannot be recognised through a diligent inspection when the Products are received, shall be notified to the Seller in writing (fax or email), within 10 business days from their discovery indicating the invoice reference, significant photographs and serial no. (batch ID present on the identification label).

Brianza Plastica S.p.A. may request an on-site inspection by its technical/sales managers and/or dispatch of samples for technical assessment.

Complaints lacking the necessary elements for identifying the supply shall not be accepted.

In the event of omitted or late notification, the Buyer's right to complain about the aforesaid shortcomings shall be considered forfeited.

- 8.4 In the event that the Buyer makes its complaints promptly, the Seller may alternatively (i) take back or (ii) only repay the value of the defective Products, up to its sole discretion. Return of the Products to the Seller shall always be subject to the Seller's authorisation.

- 8.5 All returns are subject to the Seller's inspection when they are received. Products shall be returned completely in the same functional and aesthetic conditions they had when they were delivered by BP. No credit shall be recognised for material received damaged due to handling or storage not in compliance with the specific product "Sales Specifications". This document can be downloaded from the website www.brianzaplastica.it . Returns shall be accepted only if agreed upon beforehand.

If the return is generated by causes attributable to the customer, the Seller, at its own discretion, may charge the costs for management of the same (inspection, repacking, reloading in the warehouse, etc.)

- 8.6 If a complaint is pending, the Buyer shall not have the right to suspend or defer payment of the defective Products, nor that of other supplies. Moreover, the Buyer shall not have any right to terminate the contract.

9. WARRANTY AND EXONERATION FROM LIABILITY

- 9.1 The Seller declares and guarantees to the Buyer that the Products shall comply with the production specifications for a period of 12 (twelve) months from the delivery date.

- 9.2 The Buyer shall forfeit the right to the warranty if it has not notified the Seller of Product defects within the deadlines indicated in paragraph 7 above.
- 9.3 **The warranty is excluded in the event of use of the Products in conflict with the respective “Sales specifications”** (available on the Brianza Plastica Spa website and delivered at the time of the first supply). Damages caused to the Products for facts not attributable to the Seller’s fault are also excluded.
- 9.4 The Seller does not guarantee that the Products are compliant to particular specifications or technical characteristics nor that they are adequate for particular forms of use, with the exception of the characteristics established in writing between the parties.
- 9.5 If the Buyer complains about a loss or damage due to defective Products, except in cases of fraud or gross neglect by the Seller, the Seller’s liability and, thus, compensation for damages due to the Buyer, shall not exceed the value of the defective products, excluding any additional compensation and/or indemnity for any purpose or reason.
- 9.6 The Seller shall not be held liable for any losses or damages sustained by the Buyer due to (by way of example and in no way limited to) cancellation of orders by its customers, penalties for late delivery to customers, as well as any other damages, penalties or reimbursement due based on trade relations between the Buyer and its customers.

10. CODE OF ETHICS AND MODEL 231

- 10.1 The Seller has approved and formally adopted the Organization, Management and Control Model in accordance with Legislative Decree 8 June 2001, no. 231 (Legislative Decree 231/2001) and its Code of Ethics, which sets out the ethical principles to which it complies, and with which it requires the strictest compliance by all those who - in any capacity - collaborate with it in the pursuit of its objectives. The Purchaser declares that it is aware of the regulations set out in Legislative Decree no. 231/2001 and to have read the Seller's Code of Ethics, downloadable from the official website of Brianza Plastica Spa www.brianzaplastica.it
- 10.2 The Buyer shares the principles set out therein and therefore intends to refrain from engaging in behaviour contrary to them in the performance of the obligations assumed towards the Seller by signing the Contract. Any violation of these ethical principles is considered a breach of contract and therefore entitles the Seller to terminate the existing contractual relationship in accordance with and for the purposes of Article 1456 of the Italian Civil Code, without prejudice to the right to compensation for any damage suffered by the Seller as a result of said default.
- 10.3 Finally, for any reports of behaviour considered to be in violation of the Code of Ethics or the Model, the Purchaser may send a report using the channel made available by the Seller and to the following address: <https://wl.brianzaplastica.it/>. The established procedure guarantees the confidentiality of the reporting person and of the data and information transmitted by the latter.

11. TERMINATION

- 11.1 The Seller shall have the right to terminate the contract with immediate effect with the Buyer as per art. 1456 of the Italian Civil Code, by means of simple written notice made by PEC (Italian certified email) or email if:
- a) the Buyer does not fulfil the obligation to pay for the Products on the due date as per the previous art. 5.
 - b) it is impossible for the Seller to deliver on the established date, due to circumstances beyond its control, including the following by way of example but not in any way limited to: government

measures, lock-outs, strikes, occupations of commercial spaces, fire, explosions and lack of availability or availability at less favourable conditions of raw materials and transportation means.
c) The Purchaser violates the principles and operating practices of the Organization and Management Model pursuant to Legislative Decree 231/01 and the Code of Ethics adopted by the Seller in accordance with the previous Art. 9.

12. COSTS

12.1 Any tax, duty, test costs and in general all present and/or future costs connected with the contract shall be borne by the Buyer.

13. APPLICABLE LAW AND COURT

13.1 These General Sales Conditions shall be governed by Italian law.

13.2 Any dispute, for any reason connected with the contract and/or these General Sales Conditions, that arises between the parties shall be solely referred to the court of Monza, whose jurisdiction is expressly accepted by the Buyer.

14. PUBLICATION OF THE GENERAL SALES CONDITION

14.1 These General Sales Conditions shall be published on the internet site www.brianzaplastica.it.

14.2 Sending of an order confirmation signed by the Buyer shall mean complete acceptance, with no reservations, of the general sales conditions.

15. PERSONAL DATA PROCESSING

15.1 Brianza Plastica S.p.A. hereby informs you that the data and information provided based on contractual relations with the Buyer (referable to the same and lawfully collected including at third party sources) shall be processed in compliance with the directives of EU European Regulations 2016/679 (GDPR).

15.2 By signing the order confirmation, the buyer declares to be aware of the information as per articles 13 and 14 of the GDPR and the rights on the interests pursued, legal basis of the processing, procedures and instruments used, as well as the rights and procedures for exercising the same in relation to personal data supplied for executing the Contract

The privacy policy is available on the website www.brianzaplastica.it.

The Seller

The Buyer

Brianza Plastica S.p.A.

Il Consigliere Delegato

Handwritten signature of Alberto Crippa in blue ink.

Alberto Crippa

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