

## GENERAL TERMS AND CONDITIONS OF SALE

### ARTICLE 1: DEFINITIONS

**1.1** For the purposes of these General Conditions of Sale the following definitions shall apply:

Buyer: the party formalising the Purchase Order.

Seller: Aquafil Spa and/or the companies controlled by and/or in which it has a shareholding.

General Conditions: these General Conditions of Sale, which contain the terms and conditions applicable to each Contract.

Purchase Order: the order for the purchase of Products formalised by the Buyer directly with the Seller or through its representatives.

Order Confirmation: the document sent by the Seller to the Buyer at the end of the process of identifying the Product that is the subject of the Contract, containing the Product code, quantities, price, delivery conditions and payment conditions.

Contract: The Contract is the agreement between the Parties, as concluded after the Order Confirmation has been sent to the Buyer, or in any other alternative and/or form provided for by law.

Parties: jointly the Buyer and the Seller.

Product(s): all lines of Products and Services identified by the Product Code in the Order Confirmation.

Product Code: the identification code of the Product assigned by the Seller upon receipt of the Purchase Order and indicated in the Order Confirmation.

Technical Datasheet: the basic technical information document provided by the Seller at the Buyer's request containing the technical specifications of the Product.

### ARTICLE 2: SCOPE

**2.1** These General Conditions apply to all deliveries relating to the Products as defined herein, marketed by the Seller and identified by the Product Code.

**2.2** The General Conditions are published and can be consulted on the website [www.aquafil.com](http://www.aquafil.com) and are therefore deemed to be known and accepted by the Buyer, even by mere act or subsequent conduct, irrespective of the Buyer's express written acceptance.

**2.3** The General Conditions may only be waived or modified in writing by the Parties. In the event of a waiver or amendment of the General Conditions, the same General Conditions shall apply with respect to the parts that are not waived or amended.

**2.4** The Buyer's General Conditions of Purchase shall not apply, even in part, unless accepted by the Seller in writing.

### **ARTICLE 3: PROCEDURE**

- 3.1** The Purchase Order shall be made by the Buyer directly to the Seller and/or through its representatives.
- 3.2** Upon receipt of the Purchase Order, the Seller shall send the Order Confirmation to the Buyer directly and/or through its representatives.
- 3.3** The Contract shall be deemed to have been concluded upon dispatch of the Order Confirmation by the Seller to the Buyer. The order shall not be binding on the Seller until the Order Confirmation has been sent.
- 3.4** No amendment to the Contract after its conclusion shall be valid unless agreed in writing by the Parties.

### **ARTICLE 4: DELIVERY**

- 4.1** The delivery times indicated by the Buyer in the Purchase Order shall be deemed to be indicative only, while those indicated by the Seller in the Order Confirmation shall apply. The delivery times indicated by the Seller in the Order Confirmation shall never be binding on the Seller and shall never have the nature of an essential term.
- 4.2** The Seller shall not be held liable for any damage, including indirect and/or of any nature whatsoever, that the Buyer may suffer as a result of the delay or failure to deliver the Products within the specified time. Therefore, the Buyer may not claim any compensation for any damage, including indirect and/or of any nature whatsoever,

resulting from the delay or non-delivery of the Products within the indicated time. There shall be no liquidated damages for late delivery.

- 4.3** The delivery period shall run from the date of conclusion of the Contract, as referred to in art. 3 above ("Procedure"), or from the different date indicated in the Order Confirmation.
- 4.4** In the event of changes to the Product agreed by the Parties after the conclusion of the Contract and during its performance, the delivery periods shall be automatically extended by a reasonable period, at the discretion of the Seller, necessary to carry out the changes.

### **ARTICLE 5: SUSPENSION OF THE EXECUTION OF THE CONTRACT**

- 5.1** The Seller may suspend the execution of the Contract if the Buyer's financial situation, even for the sole purpose of assessing the insurance risk, has become such that it clearly endangers the fulfilment of the counter- performance, unless the Buyer has provided security that the Seller considers adequate.
- 5.2** The Seller may suspend performance of the Contract until the Buyer has provided security for the performance of its contractual obligations which the Seller considers adequate in the event that one or more of the following circumstances arise:

- in the event that the Buyer is in arrears with anything required by the Seller for the proper execution of the Order;
- in the event that the Buyer fails to fulfil its obligation to pay the amount due as a deposit or fails to comply with any of the agreed payment terms or fails to provide the guarantees within the agreed time limits, also with reference to other deliveries;
- in the event of the Buyer becoming insolvent, unable to perform existing contractual obligations to third parties, or entering bankruptcy or similar proceedings.

## **ARTICLE 6: TERMS OF DELIVERY OF GOODS**

- 6.1** The condition of delivery of the Products to the Buyer shall be understood to be “ex-works” at the Seller's registered office, unless the parties have agreed on a different INCOTERM in the Order Confirmation and/or Invoice, as defined in the edition of the International Standards in force at the time of the conclusion of the Contract.
- 6.2** The Seller shall not be obliged to pay any compensation whatsoever for any direct or indirect damage caused by delay in delivery or interruption or partial or total termination of delivery.
- 6.3** The quantity of Products to be delivered shall be that indicated in the Seller's Order Confirmation. A tolerance of 5%, plus or minus, with respect to the commercial weight of the Products ordered and/or confirmed is expressly allowed. The weight of the Products delivered and invoiced shall be determined in accordance with BISFA standards, where applicable.
- 6.4** The Seller reserves the right to list, by means of a document attached to the invoice, the qualities and quantities of packaging and support materials that are and remain its property. Such materials shall be provided to the Buyer free of charge and on a temporary basis and shall be made available for collection by the Seller within and no later than 60 days from the date of delivery of the Products. The Seller shall be entitled to charge the Buyer for failure to make them available for collection within the prescribed time limit.

## **ARTICLE 7: RETENTION OF TITLE.**

- 7.1** All sales are made subject to retention of title.
- 7.2** Title to the Goods shall not pass to the Buyer until the Buyer has paid each agreed instalment of the total price and possession shall pass according to INCOTERMS with the Buyer assuming full risk.
- 7.3** The Buyer shall be entitled to process or sell the delivered Products, but not to pledge or assign them as security. In this case the Seller shall be entitled to co-ownership of the new product in proportion to the value of the goods delivered. The same conditions as for the goods delivered under retention of title shall apply to the product resulting from the transformation process. Except for the right to pledge or assign the goods to third parties, the Buyer shall have the right to dispose of the goods.
- 7.4** In the event of the Buyer's bankruptcy, the Seller shall have the right of repossession of the goods subject to retention of title.

## **ARTICLE 8: PRICES**

**8.1** Unless otherwise agreed, the prices set out in the Order Confirmation shall apply.

**8.2** Prices are always quoted in the currency specified in the Order Confirmation, excluding VAT, if any, at the rate applicable at the time of invoicing.

## **ARTICLE 9: INVOICING**

**9.1** Unless otherwise stated in the Order Confirmation and/or the Invoice, payment shall be made within thirty (30) days from the date of the Invoice in the currency specified therein.

**9.2** Payment shall be made in the manner expressly indicated by the Seller on the invoice, at the latest.

**9.3** Acceptance of payments which differ from what has been agreed, shall constitute mere tolerance and shall not imply that the Seller waives the right to demand strict compliance with the agreed payment terms for subsequent payments.

**9.4** Failure to raise a specific and recorded complaint against an invoice will be deemed to be a complete acceptance of goods.

## **ARTICLE 10: PAYMENT OF INVOICES**

**10.1** Payments shall be made within the terms and in the manner set out in the Order Confirmation and/or the Invoice, directly at the Seller's registered office and place of business.

**10.2** Payments shall be due within the agreed terms, even in the event of late arrival of the Product, or partial or total breakdown or loss during transport, as well as in the event that the Product has been placed at the Buyer's disposal and has not been collected by the Buyer.

**10.3** In the event of late and/or non and/or partial payment of even a single invoice on the agreed due dates, it is acknowledged that the Seller has the right to declare the Buyer to have forfeited the benefit of the term and to consider the contract terminated by law. Failure to pay within the agreed terms will result in the Buyer being charged the statutory interest on arrears and the costs of collection provided for by law. All of this is without prejudice to the charging of interest and compensation for any additional damage.

**10.4** Any payments made to agents, representatives, commercial auxiliaries, etc. shall be considered not made for the purpose of fulfilling the price payment obligation on the part of the Buyer.

**10.5** The Buyer shall not be entitled to suspend and/or postpone the payment of invoices for any reason whatsoever, not even in the event of disputes and/or claims regarding the non-compliance of the Products supplied.

**10.6** The Buyer may not, without the Seller's written consent, set off any of its debts under the Contract against any of its claims against the Seller.

## **ARTICLE 11: PRODUCT WARRANTY**

**11.1** The Seller's warranty is limited to the Product in its original unprocessed state, properly stored, and to the Product's compliance with the technical specifications set forth in the data sheet associated with the Product Code. The Seller assumes no responsibility for the processing and/or use of the Product by the

Buyer, who shall independently determine - based on its manufacturing expertise - the suitability of the Product for the process/use for which it is intended by the Buyer.

**11.2** Unless otherwise agreed, the Seller grants the Buyer a 6-month warranty on the Products, starting from the delivery of the Products, in accordance with the applicable INCOTERMS. At the time of delivery of the Products, the Buyer shall check the conformity of the Product with the relevant data sheet.

**11.3** The Buyer shall forfeit its warranty rights if it fails to notify the Seller in writing of the non-conformity of the Products within 8 (eight) days from delivery or, in the case of hidden defects, within 8 (eight) days from their discovery.

**11.4** The proper exercise of the warranty right is subject to the Buyer providing the Seller, within the forfeiture period, with the information necessary for the Seller to identify the Product.

**11.5** The Warranty shall not apply to non-conformities caused by transport, improper use or inadequate or, in any case, negligent, reckless and careless storage in relation to the nature and characteristics of the Products.

**11.6** The Seller reserves the right to examine the Products reported as non-conforming in order to assess the existence of the reported defect and whether it is covered by the warranty. If, in the Seller's unquestionable judgement, this is not the case, the Seller will charge the Buyer for any costs/expenses incurred.

## **ARTICLE 12: RETURN OF GOODS AND CLAIMS**

**12.1** The Seller will not accept returned Products unless previously authorised and in accordance with procedures agreed with the Seller. The Seller reserves the right to accept, at its own unquestionable discretion, the return of delivered and unused Products, as long as they are in their original packaging.

**12.2** Products sent to the Seller without complying with the provisions of the previous articles will be returned to the sender at the Buyer's risk and expense.

## **ARTICLE 13: FORCE MAJEURE**

**13.1** In any event, the Seller shall be entitled to terminate the Agreement due to force majeure in general and in any event, by way of example, due to lack of or delay in delivery by the Producers or third party suppliers or contractors of the Seller, due to natural or political events, strikes, accidents of a pandemic, biological, physical or chemical nature beyond the control of the Seller.

## **ARTICLE 14: INFORMATION ON THE PROCESSING OF PERSONAL DATA**

**14.1** The personal data provided may be processed in connection with the performance of the Seller's activity. The data, the provision of which is compulsory for the fulfilment of contractual and legal obligations, shall be processed in accordance with the law, using paper and/or electronic instruments and, in any case, by means suitable to guarantee their security and confidentiality. Failure to provide data will be assessed in relation to the importance of the data for the management of the relationship.

**14.2** The data may be communicated, in Italy and/or abroad, to all those, natural or legal persons, who need to process the same for the fulfilment of the commercial relationship. The Buyer may, at any time, exercise his right to know, cancel, correct, update and integrate his data and oppose their use for the purposes indicated herein. The data controller is the company indicated at the beginning of this document.

#### **ARTICLE 15: CODE OF ETHICS AND ORGANISATIONAL MODEL 231/01**

**15.1** The Parties hereby declare and guarantee that the activities covered by this contract shall be carried out in compliance with the laws in force and with the principles contained in the Seller's Code of Ethics and the Organisation, Management and Control Model (Legislative Decree no. 231/01), both of which are published on the website [www.aquafil.com](http://www.aquafil.com), compliance with which constitutes an integral and essential part of the obligations assumed upon the conclusion of the Contract.

#### **ARTICLE 16: APPLICABLE LAW AND JURISDICTION**

**16.1** This contract shall be governed exclusively by Italian law.

**16.2** In the event of any dispute relating to the performance and/or application and/or interpretation of these General Conditions of Sale, the Parties agree that the Court of Rovereto (TN) shall have exclusive jurisdiction, to the express exclusion of any other competent court provided for by law.