

GENERAL TERMS AND CONDITIONS OF SALE

These **General Terms and Conditions of Sale** are to be considered an integral part of Gammoplast srl's order confirmations and are generally and unequivocally accepted at the time of purchase by the customer.

DELIVERY METHODS

The supply of the goods is considered Ex-Warehouse Seller even when it is agreed that the shipment or part of it is taken care of by the Seller. Whatever the terms of delivery agreed upon by the parties, the risks of damage and/or loss of the purchased goods pass to the Buyer with delivery to the first carrier.

PRICE

The amount and payment methods are agreed upon in the order form.

FORCE MAJEURE CLAUSE

Each party may suspend the performance of its contractual obligations when, at the time of the conclusion of the individual order, such execution is made impossible or unreasonably burdensome by an unforeseeable impediment beyond its control such as strike, boycott, lockout, fire, war (declared or not), civil war, riots and revolutions, requisitions, embargoes, power outages, delays in the delivery of components or raw materials.

The party wishing to avail itself of this clause shall immediately notify the other party in writing of the occurrence and cessation of the circumstances of force majeure.

If the suspension due to force majeure lasts longer than six weeks, either party shall have the right to terminate this contract, subject to 10 days' notice, to be communicated to the other party in writing.

DELIVERY TIMES

The delivery time is as indicated in the order confirmation, based on the details below.

The term for delivery, as provided for in the point above DELIVERY METHODS, starts from the acceptance of the order by Gammoplast or from the receipt by Gammoplast, of the customer's written acceptance of the further proposals made by Gammoplast.

Any liability for non-delivery or delay resulting from force majeure or other events not attributable to the Seller, releases the Seller from the obligation to comply with any agreed delivery deadline.

- GENERIC MATERIAL AND REPRINT:
12 working days from receipt of the order confirmation and printing proofs.
- CUSTOMIZED OR GENERIC MATERIAL WITH MODIFICATIONS TO THE PRINTING SYSTEM:
17 working days from receipt of the order confirmation and printing proofs.
- ORDERS WITH PRINTING FROM 4 TO 6 COLORS:
an additional 7 working days to be calculated in addition to those indicated above for the individual cases.

CASES OF EXTENSION DELIVERY TIMES

The delivery term is to be calculated according to Gammplast's working calendar, excluding scheduled closure periods and, in general, non-activities for reasons beyond the company's control, which will be promptly communicated to the Buyer at the time of order confirmation.

- 1) ORDER CONFIRMATIONS: the established delivery times may be postponed by a number of working days equal to the delay with which the customer responds to confirmation requests from Gammplast. The delay will be considered 1 working day after the confirmation request has been sent. The cases in which Gammplast requires the confirmation of the order from the customer are the following:
 - discrepancy between the order received from the customer and the conditions of sale defined in the price list or in the personalized offer;
 - first order from customer;
 - the customer submits an order or requests a change to an existing order in unwritten form;
 - The order received from the customer is not understandable or gives rise to doubts;
- 2) PRINT DRAFT CONFIRMATIONS: the established delivery times may be postponed by a number of working days equal to the delay with which the customer responds to confirmation requests from Gammplast. The delay will be considered 2 working days after the submission of the drafts.
- 3) HOLIDAY CLOSURE: delivery times will be postponed in August and December as, in conjunction with the summer holidays and holidays, Gammplast will remain closed. However, Gammplast will confirm to its customers the new processing dates for all orders received before and during these periods, also compatibly with the closure/opening of the customer's business.

STORAGE AND DURABILITY OF BIODEGRADABLE & COMPOSTABLE MATERIAL

In the event that the object of sale is a product containing biodegradable and compostable material, in accordance with EN 13 432, the Buyer must follow the following instructions in order to preserve the material.

In fact, if stored properly in a dry place, they have an effective yield of about 15 months. This is provided that common good practices for conservation are respected. In fact, they should be kept away from heat sources and direct light. Heat and UV rays are in fact factors that affect the degradation of materials, both biopolymers and conventional plastics of fossil origin. After this period they can be subject to degradation, i.e. they can break more easily.

Gammoplast is not liable for damage resulting from failure to comply with the aforementioned storage instructions.

WARRANTY FOR DEFECTS AND REPORTING DEADLINES

The Seller guarantees the quality of the Products for a period of 12 months from delivery, excluding those defects that may occur due to transport, improper use or inadequate storage or maintenance of the Products. Any claim relating to defects or defects in the Products must be sent to the Seller, by registered letter with return receipt, strictly within eight days of delivery in the case of obvious defects and within eight days of discovery in the case of hidden defects, in any case within two months of delivery, under penalty of forfeiture. Returns will not be accepted unless previously authorized in writing by the Vendor; the latter will examine the returns to verify that the defect exists and is attributable to its responsibility and only in this case will it replace and/or repair the Products recognized as defective. Any other warranty, including statutory warranty, shall be deemed excluded and superseded by these Conditions. In particular, the right of recourse against the Seller for any warranty due by the Buyer to consumers is excluded.

In the event of a complaint by the customer, Gammoplast may ask for a sample of defective material which will be subjected to checks by the Product Quality Office.

If the actual non-conformity is found, the customer will be asked to return the entire defective batch then Gammoplast will undertake to replace, repair or intervene in any other way on the product. In this case, the cost of the return will be borne by Gammoplast.

By virtue of the characteristics of the production materials used, Gammoplast reserves the right to consider a qualitative/quantitative tolerance of 5% (in excess and/or under) on the production of all items offered to customers.

PRIVACY

The Customer declares to have received from Gammoplast srl the privacy policy referred to in Article 13 of Legislative Decree 679 or to have read it on our website or at the following link: <https://www.gammoplast.com/privacy-policy/>.

CONTRACTUAL CLAUSE 231:

The purchaser is aware of the adoption by Gammoplast Srl of the Organization and Management Model pursuant to Legislative Decree 231/01 and a Code of Ethics, the principles of which he declares to have read, understood and fully accepted.

The purchaser adheres to the principles set out in the aforementioned Organisation and Management Model as well as the principles set out in the Code of Ethics and undertakes to comply with its contents and to ensure that its directors, employees and collaborators comply with it and, in general, to refrain from any conduct that may constitute the offence referred to in Legislative Decree 231/01 and its subsequent amendments and additions.

Failure to comply with any of the provisions of the aforementioned Code of Ethics and/or in any case with the precepts of Legislative Decree 231/01 will result in a serious breach of contractual obligations with the consequence that the Company will be entitled to terminate the relationship itself pursuant to and for the purposes of art. 1456 of the Italian Civil Code.

Without prejudice to compensation for damages.

RECESS

The buyer has the right of withdrawal within the limits of the provisions of art. 1373, paragraph 1, of the Civil Code or until Gammplast has started the execution of the order.

APPLICABLE LAW AND JURISDICTION

These General Terms and Conditions of Sale and all contracts entered into between the Buyer and the Seller are governed by Italian law. Any dispute arising between the parties as a result of the interpretation, validity or execution of these General Terms and Conditions of Sale and the related contracts stipulated will be referred to the exclusive jurisdiction of the Court of Asti. It is understood between the parties that only the Seller, at its own discretion, will have the right to waive the jurisdiction of the exclusive court of the Court of Asti to take legal action against the Buyer, at its domicile and at the competent Court therein.