

## GENERAL TERMS AND CONDITIONS

### Art.1) GENERAL RULES

1.1) Any order or commission placed with Powerplast Italia S.r.l. (hereinafter also referred to as **Powerplast**) by the Client implies the unconditional acceptance of these general terms and conditions and the waiver, by the Client, of its own general conditions.

1.2) Any modifications or exceptions to these general terms and conditions shall be valid only if specifically agreed in writing between the Parties and explicitly accepted by Powerplast, and shall be considered valid only in relation to the specific order.

1.3) The Client expressly declares to have reviewed these general terms and conditions before placing the order, which are available on Powerplast's website at the following web page: [www.powerplastitalia.com](http://www.powerplastitalia.com) (Available in the footer of our homepage).

### Art.2) SUBJECT OF THE CONTRACT

2.1) These general terms and conditions govern the contractual relationships between Powerplast and Clients in connection with any sale and/or service (**the Service**) provided by Powerplast to any Client.

2.2) The contract shall be deemed concluded at the Powerplast headquarters in Milan, Corso di Porta Vittoria No. 18.

2.3) Any Service request submitted by the Client (**Order**) is irrevocable and cannot be modified for a period of 10 (ten) days from the date of receipt.

2.4) The Contract shall be deemed executed when Powerplast issues and sends the duly signed Order Confirmation to the Client. Any intermediate communications or acceptances not received through a formal Order Confirmation signed by Powerplast shall have no contractual value.

2.5) The Order Confirmation sent by Powerplast defines and includes all final and binding conditions and content of the Contract, fully replacing any prior agreement, whether written or verbal.

2.6) Should the Order Confirmation contain additions, limitations, or other changes compared to the Order, the Client's consent to such changes shall be deemed tacitly granted, unless written disagreement is communicated to Powerplast via email to the address from which the Order Confirmation was received, within 48 (forty-eight) hours of its receipt.

### Art. 3) SALE BY SAMPLE

3.1) Following the Order Confirmation, where the provision of a sample (**the Sample**) is envisaged, Powerplast undertakes to send it to the Client, who in turn undertakes to express any acceptance of the sample within 15 (fifteen) days from receipt.

3.2) If no written communication of acceptance of the Sample is received from the Client within the indicated term, to be sent to Powerplast via email to the address of the commercial contact, the acceptance of the sample shall be deemed tacitly made.

3.3) The sale by sample shall in any case be deemed to be made pursuant to Art. 1522, first paragraph, of the Italian Civil Code.

#### Powerplast Italia S.r.l.

Via della Repubblica , 41/43/45/47 - 20090 Trezzano sul Naviglio (MI)

P. 02.97830923 / E. [powerplast@powerplastitalia.com](mailto:powerplast@powerplastitalia.com) / W. [www.powerplastitalia.com](http://www.powerplastitalia.com)

P.IVA e C.F. 07100420962 / Codice univoco: M5UXCR1 / PEC: [powerplast@lamiappec.it](mailto:powerplast@lamiappec.it)

#### **Art. 4) PRICES AND PAYMENT TERMS**

- 4.1) The price, as well as the payment terms, are those indicated in the Order Confirmation.
- 4.2) Powerplast reserves the right to change the price at any time, subject to written notice to be sent to the Client, in the event of increases in the cost of raw materials, labor, or any other factor that results in a production cost increase greater than 10%.
- 4.3) Payments shall be made as stated in the Order Confirmation and in euro currency.
- 4.4) Any delay or irregularity in payment gives Powerplast the right to suspend its performance pursuant to Art. 1460 of the Italian Civil Code and/or to terminate any other contracts in progress between the Parties, as well as the right to compensation for any additional damages.
- 4.5) In order to raise any type of dispute regarding the services provided by Powerplast, the Client must be in compliance with payments (Solve et Repete clause).
- 4.6) The Client may not request the offsetting of any credits claimed against Powerplast with any debts still owed to the latter.

#### **Art. 5) BREACH AND EXPRESS TERMINATION CLAUSE**

- 5.1) In the event of late payments compared to those indicated in the Order Confirmation, the Client shall automatically be considered in default, and Powerplast shall have the right to charge the Client late payment interest at the rate provided for by Legislative Decree 231/2002 and subsequent amendments.
- 5.2) In case of non-fulfillment of the contract by the Client, or in the event of non-payment of the agreed price or even just part or a fraction thereof (including the payment of an advance or the presentation of suitable payment guarantees where provided), the Client will automatically lose the benefit of any granted deadline, and Powerplast may immediately request payment of the entire remaining amount due, without prejudice to the right to compensation for further damages. Following the expiration of the term, any partial payments or further extensions granted by Powerplast shall in no case constitute a reinstatement of the original term.
- 5.3) In the event of non-fulfillment of the contract by the Client, or non-payment of the agreed price or even a part or fraction thereof (including payment of the advance or the presentation of suitable guarantees where applicable), Powerplast shall also have the right to lawfully terminate the contract, even if in progress, pursuant to and for the purposes of Art. 1456 of the Italian Civil Code, through simple written communication to the Client.
- 5.4) Powerplast may also terminate this Contract with immediate effect, through simple written communication stating its intention to rely on this clause, if the Client is subject to bankruptcy or insolvency proceedings, or if the Client's financial conditions substantially change in a way that clearly endangers the fulfillment of the counterpart obligations (including, but not limited to: significant foreclosures, insolvency, protests, etc.).
- 5.5) In the event that the Client fails to provide essential technical information or specifications required for the Service, or breaches the confidentiality agreement (**NDA**), Powerplast shall also have the right to terminate the contract pursuant to Art. 1456 of the Italian Civil Code.



5.6) In the event of termination, Powerplast shall have the right to obtain the immediate return of the provided Service and to retain, as a penalty, any amounts already received up to the date of termination, without prejudice to the right to further compensation for damages.

#### **Art. 6) SALE WITH RETENTION OF TITLE**

6.1) In the event that payment is agreed in whole or in part after delivery, the goods delivered to the Client shall remain the property of Powerplast until full payment of the price, pursuant to Articles 1523 et seq. of the Italian Civil Code.

6.2) In the event of non-performance by the Client, Powerplast may enforce the retention of title by means of simple written notice, requesting the Client to return the Service within 10 (ten) days.

#### **Art. 7) SHIPPING AND DELIVERY OF PRODUCTS**

7.1) The delivery indicated in the Order Confirmation shall be made at the Powerplast facility located in Trezzano sul Naviglio, Via della Repubblica, Nos. 37 to 47. From the moment of delivery, all risks related to the Service are transferred to the Client, prior to loading operations.

7.2) If the Client fails to collect the Service, Powerplast may store it on behalf of and at the risk of the Client and, following a notice of availability, may invoice it as if it had been delivered.

7.3) If requested by the Client, Powerplast will appoint a courier for the delivery of the Service, with risk, cost, and expenses borne by the Client.

7.4) Powerplast reserves the right to make partial deliveries, with corresponding invoices to be paid within the terms agreed in the Order Confirmation. Delivery of a lesser quantity than indicated in the Order Confirmation obliges the Client to accept the delivery and fulfill the terms set forth in the Order Confirmation. Deliveries of quantities less than 5% below what is indicated in the Order Confirmation shall in any case be considered as full deliveries.

7.5) Any delivery dates indicated in the Order Confirmation are purely indicative and shall not be considered binding or essential. Therefore, fulfillment of the order beyond the scheduled delivery dates does not entitle the Client to terminate the Contract or claim damages.

7.6) In any case, the delivery term indicated in the Order Confirmation shall begin from the day following the payment receipt, if an advance or prepayment by the Client is required.

#### **Art. 8) FAILURE TO COLLECT GOODS**

8.1) If the delivery of the prepared goods cannot be materially carried out due to reasons beyond Powerplast's control, after 15 (fifteen) days from the written notice "goods ready and available" sent to the Client, Powerplast shall be entitled to charge the Client a daily storage cost of €45.00 per pallet, starting from the date of receipt of such notice.

8.2) In the case of a delay exceeding 60 (sixty) days from the receipt of the "goods ready and available" notice, Powerplast shall have the right to terminate the contract pursuant to Art. 1456 of the Italian Civil Code and retain, as a penalty, any amounts already paid by the Client, without prejudice to further damages. In such a case, Powerplast is authorized to dispose of the goods, and the Client waives any possible objections and/or claims for compensation.



8.3) In any case, Powerplast reserves the right to make use of any remedy provided by law in relation to the Client's non-fulfillment.

#### **ART. 9) WARRANTY FOR DEFECTS**

9.1) Powerplast guarantees that the Service conforms to what is indicated in the Order Confirmation or, in the case of a sale by sample, to the Sample created under the terms stated in Art. 3 of these conditions.

9.2) The Client undertakes to immediately inspect the condition and quality of the Service upon delivery.

9.3) Powerplast shall not be liable under any circumstances for any defects or flaws in the Service that manifest during production phases not directly carried out by Powerplast.

9.4) In any case, Powerplast's warranty for defects is limited solely to the replacement of defective parts, and the Client waives all other rights, claims, or legal actions. The Client is required to report the defect in writing, by registered letter with return receipt or certified email, under penalty of forfeiture, within 8 days from the moment of discovery and in any event no later than six months from the date of delivery.

9.5) The complaint must be detailed, and the Client must send Powerplast, within three days of the complaint (under penalty of forfeiture), a sample of the defective part, along with the description of the defect and the number of defective pieces.

9.6) If it is not possible to ship the defective part, the Client agrees to allow Powerplast representatives to access their premises during business hours to inspect the alleged defective parts. If the Client expressly or tacitly refuses to allow such inspection or fails to comply with the reporting procedures outlined in this article, the Client shall forfeit the warranty.

9.7) Any tampering with the Service by the Client shall result in the forfeiture of the warranty.

#### **ART. 10) RETURN OF GOODS**

10.1) Except as provided in the previous article, any return of Services shall only be permitted if previously authorized in writing by Powerplast. In such cases, the costs of loading, unloading, disassembly, packaging, transport, and customs clearance shall be entirely borne by the Client and shall occur in accordance with the delivery methods and terms previously agreed with Powerplast.

10.2) Any storage and warehousing costs arising from unauthorized returns shall be entirely borne by the Client, without prejudice to Powerplast's right to seek compensation for further damages.

#### **ART. 11) DISCLAIMER CLAUSE**

11.1) Without prejudice to mandatory legal provisions, Powerplast shall not assume any liability for direct or indirect damages to persons and/or property arising from the use, even improper, of the Service by the Client.

11.2) Powerplast shall not be in any way responsible for the use that the Client makes of the Service, nor for any damages directly or indirectly attributable to the use of the Service itself.



11.3) Powerplast shall under no circumstances be responsible for the information displayed on the labeling or packaging of the Services, as these are the responsibility of the Client.

#### **ART. 12) FORCE MAJEURE**

12.1) Powerplast shall not be liable in cases where the performance of the Order Confirmation has become impossible or excessively burdensome due to force majeure or unforeseeable circumstances. Force majeure refers to any circumstance beyond the control of Powerplast, including but not limited to the following events occurring in the State of the Client or Powerplast: wars or other hostilities, invasions, requisitions, embargoes, radiation or radioactive contamination, explosions, rebellions, revolutions, uprisings, coups, civil wars, disturbances, or strikes.

#### **ART. 13) APPLICABLE LAW AND JURISDICTION**

13.1) These General Terms and all contracts involving Powerplast shall be exclusively governed by Italian law, regardless of the nationality of the Parties, or the place of shipment or delivery of the Service.

13.2) All disputes between the Parties shall be submitted to the exclusive jurisdiction of the Court of Milan.

#### **ART. 14) PRIVACY**

14.1) The Parties declare they have been informed about the use of their personal data and authorize its processing on electronic and/or paper media in order to fulfill all legal obligations and for purposes related to the execution and performance of the relationship established by this contract. This includes communication to third parties where necessary for contract execution or in accordance with legal provisions, in compliance with Regulation (EU) 679/2016 (GDPR) and Legislative Decree 30 June 2003, No. 196 as amended.

14.2) The Parties mutually undertake to operate in full compliance with the current regulations on personal data protection, by implementing appropriate technical and organizational measures and regularly reviewing and updating their data protection policies pursuant to Articles 24 and 25 of the GDPR. The personal data shall be safeguarded to prevent risks of destruction or unauthorized access. The Parties are also subject to all obligations applicable to Data Controllers, particularly those concerning information and access to data (Arts. 13 et seq. of Regulation (EU) 2016/679).

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THESE GENERAL CONDITIONS APPLY UNIFORMLY TO ALL CLIENTS, WITHOUT PREJUDICE TO THE PROVISIONS FOR WHICH APPLICABILITY IS EXPRESSLY PROVIDED ONLY FOR CONSUMER CLIENTS. THE CONTRACT ENTERED INTO BETWEEN POWERPLAST ITALIA S.R.L. AND THE CONSUMER CLIENT IS SUBJECT, AMONG OTHER THINGS, TO THE SPECIFIC REGULATIONS SET FORTH IN SECTION II ("DISTANCE CONTRACTS"), ARTICLES 50 TO 61, AS WELL AS SECTIONS III ("COMMON PROVISIONS"),



ARTICLES 62 TO 63, AND IV ("RIGHT OF WITHDRAWAL"), ARTICLES 64 TO 67, OF LEGISLATIVE DECREE OF 6 SEPTEMBER 2005, NO. 206 ("CONSUMER CODE").

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**THE CLIENT**

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