

GENERAL TERMS AND CONDITIONS OF PRODUCTION, SALES AND SUPPLY  
Summary

- 1) General Background
- 2) Contract documents
- 3) Orders and formalization of the contract
  - 3.1) *closed order*
  - 3.2) *open order and scheduled order*
  - 3.3) *revocation and amendment of orders*
  - 3.4) *request for cancellation or modification of the closed order or reduction below the minimum or increase above the maximum of the open or program order*
  - 3.5) *stocks*
- 4) Ownership, design and maintenance of machinery and equipment
  - 4.1) *machinery, equipment and materials supplied by the supplier*
  - 4.2) *machinery, equipment and materials supplied by the customer*
- 5) Design, supply and storage of moulds and their accessories. Retention of title and right of retention
  - 5.1) *moulds not subject to an autonomous supply or sale contract*
  - 5.2) *moulds subject to an independent supply or sale contract*
  - 5.3) *moulds supplied by the customer*
- 6) Characteristics and status of the products ordered
  - 6.1) *destination of products*
  - 6.2) *packaging of products*
  - 6.3) *transmission of product information*
- 7) Intellectual property rights and confidentiality clause
  - 7.1) *drawings and prescriptions*
  - 7.2) *intellectual property rights and technical knowledge*
  - 7.3) *confidentiality*
  - 7.4) *intellectual property, trademarks and patents*
- 8) Delivery, transport, verification and acceptance of the product
  - 8.1) *delivery times*
  - 8.2) *terms and conditions of delivery*
  - 8.3) *transport, transfer of ownership, customs duties, insurance*
  - 8.4) *verification of the quantities and type of product delivered - acceptance and forfeiture of the guarantee for obvious defects*
  - 8.5) *dispute as to the existence of vices or no compliance*
  - 8.6) *guarantee-duration*
- 9) Conditions for prices change and reasons of force majeure
  - 9.1) *conditions for changing prices*
  - 9.2) *force majeure*
- 10) Price definition
- 11) Payments
  - 11.1) *terms of payment*
  - 11.2) *late payment - protective measures*
  - 11.3) *changes in the financial or social situation of the client*
  - 11.4) *claims of the principal*
  - 11.5) *guarantee of payment in the case of subcontracting agreements*
  - 11.6) *retention of title and right of retention*
- 12) Liability
  - 12.1) *definition of supplier's liability*
  - 12.2) *limits of liability*
- 13) Jurisdiction and applicable law
- 14) Exclusive jurisdiction for disputes

## **1) - General Background**

The following general terms and conditions of Supply are applicable and effective in all commercial relationships of Stamplast S. R.L., with Registered office in Luni no. 7, San Gregorio nelle Alpi (32020 - BL), Italia, VAT 01166940252, hereinafter called "the Supplier", in carrying out its activities of production, printing and sale of jar, tubes, packaging and/or accessories and, in any case, of all the products, including the equipment and the moulds, designed and/or manufactured and/or assembled and/or printed and/or purchased and sold in any way by the Supplier.

The present general conditions establish the terms and conditions integrating, even if not expressly referred to, the regulation of the contract of every outsourcing and/or supply contract concluded by the Supplier unless waived in writing, and shall prevail also, on any Customer's terms and conditions of purchase and/or supply.

In any case, the provisions of law 18.06.1998, n. 192 and to the Legislative Decree 9.10.2002 n. 231 and subsequent amendments and additions shall apply, as well as, where not disposed, the current legislation.

The present general conditions of subcontracting also regulate all contracts and all orders executed by the Supplier even if not expressly confirmed by the Customer including orders placed as "open order" and "program order".

These general supply conditions, also published on the Supplier's company website <https://www.stamplast-bl.com>, are understood to be known and accepted by the Customer also with the request for quote and / or the issue of the order and / or approval of the sample and / or first delivery of the product without dispute or reservations from the Customer.

## **2) - Contract documents**

The following documents shall form an integral part of the contract concluded by the Supplier:

- (a) - these general conditions of supply;
- b) - any special conditions expressly agreed and accepted in writing by the Supplier and the Customer with the quotation and/or order and/or order confirmation;
- (c) - the Supplier's documentation attached to these general terms and conditions of supply or to the quotation and/or order and/or order confirmation;
- d) - any technical document, study, report sent by the Supplier to the Customer;
- (e) - the transport document;
- (f) - the invoice.

Any kind of documents published on the website of the Provider, advertising documents or in commercial, sales brochures, samples, catalogues, price lists - with exception of the provision set forth in article 10 - and anything else used or sent by the Supplier to the Customer before or during the execution of the subcontracting are not contractual documents.

## **3) - Order and conclusion of the contract**

"Order" means any document specifying all the elements of the contract to be performed, such as: type of product, the specific requirements of the goods or services required, with detailed specifications that allow the identification of the structural, functional and qualitative characteristics also through the reference to technical standards - that, when not in common use for the Supplier or not the subject of laws or regulations applicable in the State in which the Supplier has its head office, must be attached in copy - number, quantity and price, terms and conditions of delivery and payment, and, if different from that provided for in these general conditions, acceptance or testing.

The order will be deemed accepted and the contract concluded in case of express acceptance of the Supplier by the order confirmation given by any means in writing (by fax, e-mail messages, etc..) within 15 (fifteen) days from the receipt of the order, either by the beginning of the work or by the delivery of the product not disputed by the Customer.

In the case of non-acceptance of the order by the Supplier within 15 (fifteen) days from its receipt, or if there hasn't been, however, the beginning of the execution of the work or delivery of the product not disputed by the Customer, the order will be deemed rejected, and the contract is not concluded. Acceptance of the product or its delivery not disputed by the Customer shall also be considered as acceptance of these general terms and conditions of Supply.

### **3.1) closed order**

"Closed order" means an order indicating all the elements of the contract to be concluded, which therefore, in the event of conclusion of the contract, become entirely binding on the parties.

### **3.2) open order and scheduled order**

"Open order" means an order which, having identified all the other elements of the contract, indicates in advance the quantities of product that can be ordered by the Customer in a pre-established period of time agreed between the Supplier and the Customer (week/month/year) without, however, the quantities and delivery times are binding for the Customer.

In this case the agreed prices may be reviewed by the Supplier at any time and without notice.

"Scheduled order" means an order which, having identified all the other elements of the contract, indicates a minimum quantity and a maximum quantity of product to be delivered according to a predetermined schedule.

This "scheduled order" binds the Customer to purchase and receive at least the minimum quantity indicated in the pre-established period at the price and with the terms and conditions of delivery and payment set.

Prices may be subject to change by the Supplier at any time in relation to any increases in the costs of raw materials, personnel, tools and/or accessories that result in an increase in cost of production by more than 5%.

Each open or scheduled order shall be followed, within the agreed time, by subsequent closed orders that, if accepted by the Supplier, must expressly indicate the additional items that may be missing required for execution of the contract.

The responsibility of the Supplier, in case of an open or scheduled order, is limited, with respect to time, to the respect of the maximum time given for delivery, and, in order of quantity, to the minimum volume stated by the Customer.

The Supplier shall not be required to provide additional quantities of the product or delivery faster than those indicated in the open order or accepted schedule.

### **3.3) revocation and amendment of orders**

Any revocation or request of the Customer to change closed purchase orders not yet accepted or not performed, even partially, or open or scheduled orders not yet accepted or executed, even partially, shall be made in writing.

In no case the Customer will be permitted to revoke or amend unilaterally the closed order accepted or executed, even partially, or cancel or unilaterally modify the elements, such as, without limitation, price, time, mode of delivery, quantity of open or scheduled orders to be accepted or performed, or in the course of effectiveness.

### **3.4) request for cancellation or modification of the closed order or reduction below the minimum or increase above the maximum of the open order or program**

If the Customer intends to request the cancellation or amendment of a closed order accepted or executed, even partially, or of an open or scheduled order accepted or executed, even partially, or reduction below the minimum or increase above the maximum of the open or scheduled order accepted or executed, even partially, it shall notify in writing its request to the Supplier which, within the next 15 (fifteen) days, may accept or reject in writing the request and/or indicate to the Customer the cost for the possible acceptance and/or accept the requested change to condition of variation to one or more of the elements of the order such as, without limitation, the price of the product and/or times and/or terms and/or modes of delivery and/or payment.

The request of the Customer shall be deemed accepted either in the case of his express written acceptance not conditioned by the Supplier or at the time the Supplier receives the payment of the sum indicated by the supplier as additional costs to the Customer.

In case of acceptance by the Supplier is conditioned by the variation expressed in one or more of the elements of the order such as, without limitation, the price of the product and/or times and/or terms and/or modes of delivery and/or payment, the Supplier shall notify, in writing, within the term of 15 (fifteen) days of receipt of the request of the Customer, the acceptance conditioned with indication of the elements to vary to the Customer, who in the following 10 (ten) days, shall accept or reject, in writing, the request.

In the absence of acceptance by the Supplier or acceptance by the Customer of the variations to which may be conditioned the Supplier's acceptance and, if indicated by the Supplier, payment of the entire sum set as additional cost, the Customer shall receive delivery of the product and pay the price as originally agreed upon or according to the minimum and maximum quantity indicated and agreed upon in the original open or scheduled order, without, however, the applicability of these general conditions of subcontracting.

In the indication of the additional cost for cancellation or quantity reduction below the minimum or increase above the maximum amount of open or scheduled order, the Supplier may also take account of all costs and expenses incurred and to be incurred for procurement of raw materials or stocks not otherwise be used, and for devices, for study and planning costs within the limits of the not amortised quota, and, in any case, all costs and expenses, direct and indirect, that have an economic relevance for the Supplier.

The Supplier may definitively retain, and on account of any increase due, any sum received by the Customer for every reason paid (including by sharing in the equipment and/or moulds).

### **3.5) stocks**

The Supplier will take the ordinary care to maintain sufficient inventory to promptly meet the needs of the Customer according to the open or scheduled orders within the limits of the maximum amounts respectively, the estimated and agreed in the reference period.

The Supplier, if expressly agreed upon in writing in the scope of long-term supply, is obliged to implement the amount of its stock in order to satisfy increased quantities of product required, calculated as a percentage of maximum on the period and with additional costs to be agreed in writing.

## **4) ownership, design and maintenance of machinery and equipment**

### **4.1) machinery, equipment and materials supplied by the supplier**

The equipment, machinery and anything else, even wear and tear, necessary for the realization of the product intended for the customer are and remain, unless otherwise stated, exclusive property of the Supplier.

Unless otherwise agreed in writing, the production tools will be designed and manufactured by the Supplier itself or by third parties appointed by the Supplier taking into account the working methods and equipment normally used by the Supplier.

The Supplier may charge the Customer for the costs incurred for the design and construction of the machinery and equipment used in production or for the manufacturing process optimization in order to enable the Supplier to achieve useful production efficiencies necessary to maintain competitive price levels of the products.

The Supplier may also ask the Customer for a share of the costs as provided above.

Even in such cases, the machinery, equipment and anything else required or realized for the production will remain the exclusive property of the Supplier without, therefore, that participation in the expense guarantees the Customer the transfer of any license or right to use, ownership, of intellectual property rights or know-how.

Unless otherwise agreed in writing, the Supplier may use for free machinery, equipment and, in general, any working tool, even for productions other than that intended for the Customer.

### **4.2) machinery, equipment and materials supplied by the Customer**

If, the Customer has provided and/or chosen and/or required materials and/or equipment, and/or, in general, one or more working tools used by Supplier in the production of the products, the Customer warrants that they are fit for the use for which they are intended, free from defects, operational and compliant with technical specifications applicable and with current legislation in the field of quality, environment and safety for the duration of the contract.

In any case, the Customer remains solely responsible for their non-conformity to use, defects, malfunctions, non-compliance with technical specifications applicable and/or with the regulations and laws in force, including with regard to quality, environment and safety.

The Customer is liable also for any damage to third parties, including the Supplier's personnel, arising from the materials and/or equipment, and/or, in general, from the work tools he provided and/or chosen and/or imposed upon and used by Supplier in the production. As soon as the Supplier will be aware of the unsuitability for the intended use and/or of defects and/or malfunction and/or non-compliance with the current legislation, even in the field of quality, environment and safety of the materials and/or equipment, and/or, in general, of the work tools that the Customer has provided and/or chosen and/or imposed and that are used by Supplier in the production or of other relevant circumstances, shall give prompt notice in writing to the Customer and will immediately suspend the processing until the adoption by the Customer of the necessary remedial measures.

In the case of materials and/or equipment, and/or, in general, of the working tools in the property of the Customer or of third parties who in any way have made them available to the Customer, the

costs of ordinary and extraordinary maintenance are the responsibility of the Customer, unless otherwise agreed in writing.

In case of urgency, the Supplier may provide the necessary ordinary and/or extraordinary maintenance with the right to the full reimbursement of any charge by the Customer.

The custody of the materials and/or equipment and/or, in general, of the working tools in the property of the Customer or of third parties who in any way have made them available to the Customer, used by Supplier in the production of the products is the responsibility of the Supplier for the duration of the relationship with the Customer and for the twenty-four (24) months following its termination.

After this period, the Customer becomes the guardian and is required to collect at his own expense such goods from the factories of the Supplier, which, in the absence of collection, it remains exempt from any responsibility in this regard and may, at its sole option, apply to the Customer as expenses an amount, for each month or fraction, of € 40,00 (forty/00) plus VAT where applicable, with quarterly invoicing to the Customer or send them to the disposal, with charges entirely borne by the Customer.

#### **5) design, supply and storage of moulds and their accessories. Retention of title and right of retention**

Except as provided in the following paragraphs, the Supplier guarantees that the moulds made for the production are in compliance with the applicable technical specification expressly indicated in the contract, suitable to the use for which they are intended, free from defects and functioning for the duration of 2 (two) years from their first use and, if made within that period, for a maximum number of n. 100,000 mechanical stops.

##### **5.1) moulds not subject to an autonomous contract of supply or sale**

The moulds commissioned to the Supplier and their accessories, whether or not subject to mechanical wear, necessary for the realization of the product intended for the Customer are understood and remain, unless otherwise agreed in writing, the exclusive property of the Supplier.

Unless agreed otherwise in writing, the moulds owned by the Supplier may be used by the Supplier for the realization of products of the same Supplier or ordered by a party other than the Customer.

Costs of ordinary and extraordinary maintenance of the Supplier's moulds are the on charge of the Supplier, unless otherwise agreed in writing.

If the moulds provide for one or more version changes (installation of different prints on the same mould), the cost of equipping the mould is the sole responsibility of the Customer.

##### **5.2) moulds subject to an independent supply or sales contract**

In the case where the moulds commissioned to the Supplier and their accessories, also subject to mechanical wear, necessary for the realization of the product ordered by the Customer are the subject of a separate supply or sales contract, they are intend to, unless otherwise agreed in writing, provided, or sold with reservation of ownership and right of retention in favour of the Supplier until full payment by the Customer of the agreed upon amount due for the supply or sales price as provided for in art. 11.6.

In this case, the moulds will be used by the Supplier exclusively for the performance of the products ordered by the Customer.

However, if the Customer fails to fulfil the obligation of full payment of the price for the supply or sale of the mould within six months from its creation or from the date of termination of the production of the products manufactured with the use of the same mould, the non-dedicated components of the mould may be reused by the Supplier for the production products commissioned by a party other than the Customer.

The ordinary and extraordinary maintenance of the moulds covered by specific supply or sales contract is in any case the sole responsibility of the Customer, unless otherwise agreed in writing.

In case of urgency, the Supplier may provide the necessary routine and/or extraordinary maintenance with the right to the full reimbursement of any charge by the Customer.

If the moulds provide for one or more version changes (installation of different prints on the same mould), the cost of equipping the mould is the sole responsibility of the Customer.

The custody of the moulds subject to an independent supply or sales contract is the responsibility of the Supplier for the entire duration of the relationship with the Customer and for the 24 (twenty-four) months following its termination.

After this period, the Customer becomes the guardian and is required to collect at his own expense such goods from the factories of the Supplier, which, in the absence of collection, will remains exempt from any responsibility in this regard and may, at its sole option, apply to the Customer as expenses

an amount, for each month or fraction, of € 40,00 (forty/00) plus VAT where applicable, with quarterly invoicing to the Customer or send them to the disposal, with charges entirely borne by the Customer.

### **5.3) - moulds supplied by the Customer**

If the Customer has provided and/or chosen and/or required moulds used by Supplier in the production, the Customer warrants that they are fit for their intended use, free from defects, operational and compliant with technical specifications applicable and with current legislation also in the field of quality, environment and safety for the duration of the contract.

In any case, the Customer remains solely responsible for their non-conformity to use, defects, malfunctions, non-compliance with technical specifications applicable and/or with the regulations in force, including with regard to quality, environment and safety.

The Customer shall also be liable for any damages to third parties, including the Supplier's staff, arising from moulds supplied and/or selected and/or imposed and used by the Supplier in the production.

As soon as the Supplier will be aware of the unsuitability for the intended use and/or of defects and/or malfunction and/or non-compliance with the technical specifications applicable and/or with the current legislation also in the field of quality, environment and safety of the moulds used by Supplier in the production or of other relevant circumstances, shall give written notice to the Customer and may immediately suspend the processing until the adoption by the Customer of the necessary remedial measures.

In the case of moulds owned by the Customer or third parties that, at any title, have made them available to the Customer, the costs of ordinary and extraordinary maintenance is the responsibility of the Customer, unless otherwise agreed in writing.

In case of urgency, the Supplier may provide the necessary routine and/or extraordinary maintenance with the right to the full reimbursement of any charge by the Customer.

The custody of the moulds owned by the Customer or by third parties who have made them available to the Customer for any reason, used by the Supplier in the production, is the responsibility of the Supplier for the entire duration of the relationship with the Customer and for the 24 (twenty-four) months after its termination.

After this period, the Customer becomes the guardian and is required to collect at his own expense such goods from the factories of the Supplier, which, in the absence of collection, remains exempt from any responsibility in this regard and may, at its sole option, apply to the Customer as expenses an amount, for each month or fraction, of € 40,00 (forty/00) plus VAT where applicable, with quarterly invoicing to the Customer or send them to the disposal, with charges borne by the Customer.

## **6) characteristics and status of the ordered products**

### **6.1) destination of products**

The Supplier undertakes to manufacture the product in accordance with the technical specifications agreed with the customer.

The Customer will be solely responsible for any violation of regulations or prohibitions of any kind that may prevent the production or sale of the product in the Country in which the product is intended for placing on the market or resale.

The Customer shall be solely responsible for placing the product on the market and for its use.

No responsibility can be attributed to the Supplier for use of the Product supplied that is not allowed, not correct or different from that agreed upon or the failure to comply with specifications or regulations applicable to the Country of destination of the Product not indicated in the order and made known in writing by the Customer to the Supplier in full copy.

The Customer by the approval of the sample or the receipt of the product without reserves or objections, acknowledges, and warrants that the products corresponds to its needs and is suitable for use and complies with all technical specifications and applicable regulations in the Country of destination.

Any need for use or destination of the product shall be notified in writing to the Supplier with a notice of 60 (sixty) days, together with a full copy of the applicable technical and/or regulatory specifications. The Supplier may refuse further deliveries or indicate the difference in the cost of the product in relation to the activities necessary for the implementation of any changes to the product itself or to the manufacturing process.

### **6.2) packaging of products**

The supplier shall supply the packaged product in accordance with the specifications indicated in writing by the Customer and, if required, using the packaging provided by the Customer. In the absence of written indication from the Customer of the specifications to adopt, and/or the supply of packaging to use, the Customer expressly declares to be informed of the specific type and standard of packaging normally used by the Supplier, to approve them and to consider them suitable to its needs for the purposes of proper handling, transportation, deposit and storage of the product, exempting the Supplier from any responsibility in this regard.

Unless otherwise agreed in writing, the Customer shall be solely responsible for the handling, transportation, deposit and storage of the product delivered, activities that need to be implemented in a way that will allow the preservation of the integrity and of the technical and functional characteristics of the product supplied.

No responsibility can be attributed to the Supplier in the event of the use of packaging or containers different from those used by the Supplier or to improper handling, storage or stocking of products.

The handling and loading of the products onto the means of the first carrier, even if eventually carried out from the Supplier, is at the sole risk of the Customer.

The handling and loading will take place, with the adoption of the normal mode usually adopted in the conduction of these operations of similar products or, if communicated in written by the Customer, in accordance with these specifications.

If the Customer applies for the execution of these operations according to a particular mode or, with the adoption of specific additional precautions, he must submit detailed request to the Supplier which shall have the right to charge to the Customer any and all further charges and costs.

The Customer will also be responsible for the proper and complete observance of the regulations concerning the destruction and disposal of disposable packaging used by the Supplier.

The Supplier and the customer may agree in writing to use "recovered" packaging to contain the supplied product.

In this case, the Customer will be solely responsible for the correct use and maintenance of the packaging and the compliance with current legislation.

### **6.3) transmission of product information**

The Customer is solely responsible vis-à-vis its clients which undertakes to inform of the functional-technical features of the product and of any other information relevant or necessary under the current law.

The Supplier, if so requested in written by the Customer, will take all the necessary measures to ensure the traceability of the lot of realization of the product until the delivery date to the Client.

## **7) Intellectual property rights and confidentiality clause**

### **7.1) Drawings and prescriptions**

All documents, drawings, estimates, technical reports, evaluations, offers, analyses and any datum or paperwork exchanged between the Customer and the Supplier, for any reason, before or during the execution of the order, are transmitted only for the specific use and purpose which they are intended for in the context of the relationship between the parties.

The transmission of drawings and data hereinabove shall not imply the property transfer or the transfer or granting of licenses or rights of different use.

The receiving party cannot invoke any right on the goods above and cannot use them for purposes different by the one for which these goods have been transmitted.

The Customer and the Supplier remain the exclusive owners of all property rights, including intellectual property rights, on their exchanged documents and relevant information.

The Customer and the Supplier are bound by strict confidentiality and secrecy in relation to the existence and the content of the documents exchanged, pursuant to the provisions of point 7.3 below.

In case of use of the materials or information exchanged for purposes different by the one agreed upon, the non-breaching party has the right to claim damages and, if the breach of the obligation herein is so serious not to allow the prosecution of the relationship between the parties or to prejudice the satisfaction of the interest legitimately expected by the non-defaulting party, the non-breaching party has also the right to suspend immediately the fulfilment of its obligations and to terminate the

contract, without prejudice to and in addition to any other remedy provided by equity, contract or law, including precautionary protection.

### **7.2) Intellectual property rights and technical knowledge**

The exchange of the abovementioned information and/or the execution of the sub-contracting or sale contract shall not imply, in any case, the assignment to the Customer of industrial property rights or license to use the Know-how related to the product itself and/or of the information exchanged to the Customer.

The Supplier, as the holder of the rights mentioned herein, can use the results of tests, experiments or trials performed on the product for its own use, even after delivery.

### **7.3) Confidentiality**

The Customer and the Supplier, during their business relationship and for 5 (five) years after its conclusion, are bound by strict confidentiality and secrecy in relation to all information (documents, data, characteristics, elements, technical or financial information, drawings, diagrams, reports, notes, information, etc.) mutually exchanged during contractual negotiations or in the execution of the obligations arising by the contract.

While performing the contract, the Supplier and the Customer undertake to preserve all information, documents and materials received or mutually exchanged with the highest diligence for guaranteeing confidentiality and privacy.

At the termination of the contract of any title, on the written request of the other Party, the receiving party shall delete immediately each material and document, also electronic or in non-printed form, containing such information deleting or destroying it.

The Supplier and the Customer can allow access to data, documents and material received only by subjects involved in the execution of the subcontracting, for the sole purpose of the fulfilment of the obligations arising from the agreement and – in case of consent – after the assumption by the third party of obligations aimed to guarantee confidentiality and privacy at least equal to which provided by the present terms and conditions.

There is no obligation of confidentiality and secrecy when:

- information is in the public domain, or already known to the public, when the receiving party becomes aware of it;
- information is in possession of the receiving party already before their communication and the receiving party can demonstrate that circumstance;
- the disclosing party fulfils the obligation of providing information imposed by a judicial Authority or another public Authority.

In the latter case, the disclosing Party must notify the other party immediately by writing and adopt every measure and care useful to limit that communication to the minimum content necessary for the fulfilment of the obligation.

In case of breach of confidentiality or secrecy obligations, the non-defaulting party has the right to claim damages.

If the breach of the obligation herein is so serious that not allow the prosecution of the relationship between the parties or prejudice the satisfaction of the interest expected legitimately by the non-defaulting party, the non-breaching party is entitled also to suspend the fulfilment of its obligations immediately and to terminate the contract, without prejudice to and in addition to any other remedy provided by contract. equity or law, including precautionary protection.

### **7.4) Intellectual property, trade marks and patents**

If the product is made on the basis of drawings or according to indications or information given by the Supplier, the Supplier declares to be the owner of the property right or licensee of the right to use the information, the drawings and the content of the documents and the process used for the production and supply of the product. The Supplier declares also that there are no third party patents or restrictions or regulations that can inhibit the production and/or sale of the product in the country where the product is manufactured.

If the product is made on the basis of drawings or according to indications or information given by the Customer, the Customer declares to be the owner of the property right or licensee of the right to use the information, the drawings and the content of the documents and the process used for the production and supply of the product and is solely responsible for any violation of intellectual and/or industrial property rights or any other third parties' rights, including those relating to the production process. The Customer undertakes to relieve the Supplier from any consequence deriving from the

availability or use, for any reason, of such information, or from the production, marketing or sale of the products to the Supplier directly or indirectly.

In that case, the Customer will also be solely responsible for any infringement of third party rights, or the existence of patents or restrictions of third parties or regulations that may prevent the production and/or sale of the product in the country in which the product is manufactured or intended for placing on the market or resale.

If the product is manufactured using Customer's trademarks, logos, graphic design, or other sign, the Customer declares and guarantees to be and to remain for the duration of the contract the exclusive holder of the property right on that signs by virtue of the registration of the sign in the country of production, of placing on the market and of resale of the product; or to be and to remain for the duration of the contract the holder of the licence of use granted by a third party on that signs, so that the use of such goods by the Supplier does not infringe the exclusive rights granted by a third party.

In any case, with the conclusion of the contract, the Customer grants to the Supplier a non-exclusive, free of charge license to use such trademarks, logos, graphic design, for the duration of the contract and for the purpose of realize and supply the Product.

In this case, the Customer will be solely responsible for any infringement, even concerning the production process, of intellectual property rights or any other right of third parties and undertakes to relieve the Supplier from any consequence deriving from the availability or use, for whatever reason, of these brands, logos, graphic designs or other signs, in the production process, in the placing on markets or sale of products, directly or indirectly, to the Supplier.

The Customer shall assume the defence against third parties, in accordance with the Supplier, and will be solely responsible for all direct and indirect damages and costs incurred by the Supplier in the event of legal action, including defence or judicial costs – like fees of the professionals appointed by the Supplier -.

## **8) Delivery, transport, verification and acceptance of the product**

### **8.1) Delivery time**

The Supplier must comply with the delivery times agreed with the Customer in writing.

In no case, however, the delivery date may be considered essential or binding for the perfect execution of the order.

If a delivery period is fixed, it will start from the earliest of the following dates:

- date of order confirmation;
- date of acceptance of all equipment, materials and executive details by the Customer, if requested;
- date of fulfilment of all preliminary contractual or legal obligations by the Customer (eg. export or import licenses, authorizations, etc.).

The Supplier must notify any changes in delivery times to the Customer, which in any case cannot refuse to receive the product under any circumstances.

The Supplier has the right to refuse further orders, to suspend the production and/or delivery of the product in the event of non-payment or late payment of the supplies by the Customer.

### **8.2) Terms and conditions of delivery**

Unless otherwise agreed in writing, the delivery of the product will be carried out EXW Incoterms ® 2010 ICC at the Supplier's warehouses in San Gregorio nelle Alpi (32030 - BL) Italy, in any case without prejudice of the provisions indicated in point 11.6 for moulds and other instrumental equipment.

In the case of EXW Incoterms ® 2010 ICC delivery, the Supplier must send a "goods ready for delivery" notice to the Customer. The Customer shall withdraw the product on the date and time indicated in the "ready for delivery" notice, as received by the Supplier. If the withdrawal of the goods is not done as indicated in the notice of "goods ready for delivery", the Customer will be obliged to bear any cost, disbursement or expense supported by the Supplier for any reason (deposit, insurance, handling, storage, use of space etc. ).

In this case, the Supplier will issue regular invoice for due amounts and the Customer must pay the invoice in accordance with point 11.1.

### **8.3) Transport, transfer of ownership, customs duties, insurance**

Unless otherwise agreed in writing, the transport will always be carried out at the exclusive expense of the Customer who could ensure the product during transport, if considered necessary by it, and under his sole responsibility.

Any commercial condition must comply with the provisions about the delivery term indicated in paragraph 8.2 above, or to the different delivery term expressly agreed by the parties in writing at the conclusion of the contract.

Even if the Supplier undertakes to conclude the transport contract for the shipment of the product to destination, the risk passes to the Customer when the product is delivered to the first shipper or to the first transporter at the Supplier's establishment in San Gregorio nelle Alpi (32030 - BL) ITALY.

The property of the goods to be produced is transferred to the Customer at the time of production of the finished product, except as provided at point 11.6 for moulds, equipment and any other tool designed to be used by the Supplier in the production process.

The Supplier has the right to accept requests for partial shipment of the quantity of product ordered, without prejudice to the Customer's obligation to bear any cost, disbursement or consequent expense.

Unless otherwise agreed, the Customer must always take charge of the customs duties and also carry out the relevant procedures, if necessary.

#### **8.4) Verification of quantities and type of product delivered - acceptance**

The Customer shall verify the product compliance with the conditions of the order as soon as delivery is made through its staff, at its own expenses and under its own exclusive responsibility. Any dispute or reservation concerning obvious defects in the packages or product, differences in weights or quantities among the goods and the delivery note accompanying the product shall be recorded on the CMR immediately.

A copy of the CMR with the related reserves or disputes must be sent to the Supplier which is not responsible, however, for shortages or damages caused by the transport and will not be held responsible for the reservations advanced by the Customer, as provided under section 8.2 above.

In case of no reservations on CMR by the Customer, the product will be deemed to be accepted as regards type and quantity of it.

In any case, after the acceptance of products by the Customer, the Supplier will never be obliged neither to accept reserves or complaints in order to the quantity or type of products nor to warrant for obvious defects at the time of the inspection of the packaging, even if the Customer has denounced these defects according to the following section.

#### **8.5) Dispute as to the existence of vices**

The Supplier shall deliver the product free of defects and in accordance with the specifications of the order.

In the event of presence of faults or defects in the supplied product, the Customer shall contest the product by sending the Supplier, within 60 (sixty) days of delivery, in case of obvious defects, and within 60 (sixty) days of discovery, in case of hidden defects, under penalty of forfeiture, a written report containing the list of defects, the number of defective pieces, the methods through which the defects have been discovered, the batch number and any other element useful to allow the Supplier to identify the defective product exactly, and in any case promoting the action no later than 2 (two) years after delivery of the product, under penalty of forfeiture.

If requested by the Supplier, the Customer must return the defective product at its own expenses.

The Supplier may repair the product and return it to the Customer, in its sole discretion and without this constituting a recognition of any liability by the Supplier. In such a case, the Supplier shall bear all transport costs.

If the Supplier does not find any defects or faults on the supplied product, the Supplier will invite the Customer at its establishment to evaluate the results jointly. After the joint evaluation, the product will be sent back to the Customer at its own expense.

The Supplier may replace the product, in full or limited to the contested part, and send it back to the Customer at its sole discretion and without this constituting a recognition of any liability by the Supplier.

The Customer cannot perform individually or instruct third parties to perform processes or interventions on the product for any reason. In event of breaching of this obligation, the product will no longer be guaranteed by the Supplier nor the Supplier will be liable in any way.

In the presence of obvious faults or defects, if the Customer decides not to inform the Supplier and uses or sells the product, it will not be entitled to replacement, repair or warranty.

At written request by the Supplier to the Customer, the disputed product may be destined for disposal and the relative costs will be borne exclusively by the Customer, if the product is still with it.

The Supplier may, at its sole discretion and without this constituting a recognition of any liability by the Supplier, reduce the price of the defective or spoiled product in agreement with the Customer. In no case the Customer may suspend the payment of the disputed product, except in the case of full replacement of the product by the Supplier.

However, any complaints concerning part of the product delivered does not free the Customer by the obligation to withdraw and pay the remaining amount of remaining products according to the order.

#### **8.6) Guarantee - duration**

The Supplier guarantees the product free from faults and defects for a period not exceeding 2 (two) years from delivery, unless otherwise agreed in writing, if the Customer meets the terms of contestation of the product and claim indicated in paragraph 8.5 above.

The warranty acts only in case of correct use of the product and when faults or defects or malfunctioning of the product is not imputable to the Customer for any reason and even indirectly.

### **9) Conditions for changing prices and force majeure**

#### **9.1) Conditions for prices' change**

Except for the annual updating of the price lists, the Supplier may increase prices of the product after the conclusion of the contract in case of updating of price lists caused by modification of market conditions, transport conditions, or the increase of raw materials prices, labour prices and/or the prices of inserts or accessories used in the manufacture of the product, resulting in an increase in costs exceeding 5%.

The Supplier shall notify the Customer of the new price in writing, indicating also the reasons why such modification has been necessary.

New prices will be considered accepted by the Customer in default of refusal by the Customer expressed within 10 (ten) days from receipt of the Supplier's communication and the new price will be binding for the Customer starting from the first delivery after such notification.

New prices will be considered refused by the Customer in case of denial by the Customer expressed within the period established above for the revision of the price of the Product and the contract will be considered terminated in absence of an offer of a fair modification of the contract by the Customer and the achievement of a different written agreement between the parties within 30 (thirty) days from the date of receipt of the Supplier's communication by the Customer.

#### **9.2) Force majeure**

The Supplier shall not be deemed in breach and may suspend the performance of supply and the fulfilment of any contractual obligation undertaken with the Customer in case of force majeure.

The Supplier must inform the Customer promptly in writing notifying the cause of force majeure and, if possible, the expected duration of suspension of contractual obligations.

If the cause of force majeure extends beyond 15 (fifteen) working days, the Customer and the Supplier, by mutual agreement, will adopt all urgent measures necessary to avoid or diminish the effects of the cause that hinder the fulfilment of contractual obligations.

The Supplier undertakes to inform the Customer in writing about the termination of force majeure, also indicating the date of the first delivery of the product. The Customer shall accept such delivery.

If the cause of force majeure extends beyond 120 (one hundred twenty) days, the Customer and the Supplier will meet each other to evaluate the possibility of considering the agreement as terminated. However, the Customer must withdraw from the Supplier's warehouse and pay all costs of products, semi-finished products, special raw materials, moulds and equipment that cannot be used otherwise. The Supplier may also invoke force majeure in all cases where its performance becomes very expensive or impossible.

For example, and not limited to, the following circumstances are considered causes of force majeure:

- natural disasters (earthquakes, flood fires, storms, etc.);
- armed conflicts, wars, disputes, attacks, riots, acts of terrorism;
- conflicts or industrial disputes, employment or lock-out, general or sector or factory strikes;
- conflicts or industrial disputes, general or employment strikes or lock-out, which concern the Supplier's suppliers, transporters, service companies, shippers, post offices, public offices in general or, in any case, all those who are interested in the production process;
- orders of the judicial, governmental or public authority in general;
- import bans, embargoes, production blocks imposed by the health or public authority in general;

- accidents at work, seizures, machine failures, explosions, lack of availability of electricity and any and all events that may limit or exclude the possibility of production.

The Customer shall promptly inform the Supplier in written of any fact which may be considered as force majeure and makes the delivery or the collect harder. The Customer must also indicate to the Supplier the terms and times of delivery of the product, even in a different place by the one agreed and bearing, if accepted by the Supplier, the higher cost indicated by the Supplier; in this case, the Customer shall adopt all measures necessary for collecting or storing the product by the Supplier so as to reduce the Supplier's discomfort as much as possible.

The Customer can never invoke force majeure to suspend payments for supplies.

#### **10) Price fixing**

The Supplier shall indicate the prices of the product in the order agreed with the Customer.

In absence of indication of the price, the prices list in force at the date of the order confirmation will be considered applied.

Unless otherwise agreed in writing, prices are stated net of any tax or fee and calculated on the basis of the delivery term indicated in paragraph 8.2 or to the different one agreed in writing by the parties. The Supplier will invoice the products according to its own standard or in accordance with the contractual provisions agreed with the Customer.

Unless otherwise agreed in writing, prices will always be expressed and to be paid in Euro.

If, during the execution of the contract, significant products' modifications or variations that increase costs are made at the request of the Customer, the Supplier is entitled to increase the price, even if it is not explicitly set by the contract.

#### **11) Payments**

##### **11.1) Terms of payment**

Supplies must be paid within the terms and conditions agreed with the Customer, regardless of any disputes, in accordance with the deadline set by Legislative Decree 9.10.2002, n. 231, and subsequent amendments and additions, starting from the date of delivery and simultaneous issue of the invoice, or from the sending of "goods ready for delivery" notice to the Customer.

The Supplier shall not be required to grant any discount in case of advance payment.

##### **11.2) Late payment - protective measures**

Without prejudice to paragraph 11.1, in the event of failure to observe the term of payment the Customer is obliged to pay the Supplier interests equal to the interest rate of the main refinancing instrument of the European Central Bank applied to its most recent refinancing operation carried out on the first calendar day of the semester, increased by eight percentage points, without need of formal notice, unless the parties agreed a higher interest rate and except the proof of a further damage.

The reference interest rate in force on the first working day of the European Central Bank of that semester is applied for the next six months.

Moreover, if the Customer delays the payment beyond 30 (thirty) days from the term agreed, the Customer is obliged to pay a penalty equal to 5 percent of the amount due to the Supplier.

The Supplier will issue an invoice for interest in accordance with the provisions set out herein and send it to the Customer.

The invoice contains also the costs incurred by the Supplier for that activity.

The Customer shall pay immediately the amount due.

If the Supplier issues an invoice for interest due for late payment, it is entitled to consider the payments made by the Customer at first as balance of the invoice issued for interest and then as payment of the price due for the product, at its sole discretion. The Supplier may also suspend the delivery of the product, refuse further deliveries, or consider the contract terminated, when the default of the Customer is repeated or serious, at its sole discretion.

The non-payment of the price within the terms agreed will constitute the basis for obtaining in favour of the Supplier a provisionally enforceable injunction of payment, pursuant to articles 633 seq. of the Italian code of civil procedure, and for obtaining by the Supplier a precautionary measure suitable for securing the Customer's assets as a guarantee of the payment due.

##### **11.3) Changes in the financial or social situation of the client**

Each event or behaviour that may be a cause of doubt on the Customer's solvency or on its will or capacity to pay the product, may be considered as a reason for suspending the supply of the product by the Supplier.

In such a case, the Supplier must send a specific communication to the Customer.

From the time of receipt of such notice, all debts of the Customer will be considered payable immediately and all amounts due, notwithstanding any previous contrary agreement with the Customer.

The Supplier shall have the right to retain or exercise the faculties provided by the agreement for retention of title and the right to recover the moulds, the equipment or any other instrument made to be used by the Supplier in manufacturing the product, also from the Customer's warehouses or factories, sold and not paid by the Customer.

If the Customer is subject to insolvency proceedings (composition, receivership, bankruptcy, compulsory liquidation, extraordinary administration) the Supplier may suspend further supplies or terminate the contract pursuant to art. 1456 of the Italian Civil Code.

The Customer shall notify the Supplier of any significant change in its corporate structure or in its management-administrative organization or of the sale of a business or a branch of it regarding product supplies, within 15 (fifteen) days from the event.

After evaluating this information, or in absence of it, the Supplier may notify the Customer of its intention to terminate the contract pursuant to art. 1456 of the Italian Civil Code.

In this case, all the Supplier's credits will be considered immediately payable.

However, the Supplier may retain the amounts paid in advance or what it has received deducting it from the all amount due.

#### **11.4) Claims of the Customer**

The Customer is not entitled, for any reason, neither to issue debit notes or invoices for its credits without the Supplier's consent nor to charge the Supplier with amounts for which the Supplier itself has not been acknowledged as debtor expressly and in writing.

The Customer cannot compensate or hold amounts due to the Supplier, unless authorized in writing; in case of violation, the Supplier is entitled to demand the interest for late or non-payment, as provided under section 11.2.

If the Customer is holder of credits, the Supplier may compensate these sums with those due to it for the supplies performed or to be performed.

#### **11.5) Guarantee of payment in the case of subcontracting agreements**

The Supplier and the Customer undertake, in the event of the existence of specific legislation, to agree on the assumption of direct payment and liability with the subcontractors.

In any case, the Customer will never reach agreements directly with the Supplier's sub-contractors against the general terms and conditions of sub-contracting set out herein.

#### **11.6) retention of title and right of retention**

In case of supply with sale to the Customer of the moulds, equipment or other instrument made to be used by the Supplier in manufacturing the products, these sales are made with the "Reserve of property" and the Supplier's right of retention, so that the Supplier remains the owner of moulds, equipment and all other instrument until the full payment of the price by the Customer and has the right to withhold and not deliver those goods until the full payment of them.

The payment is intended as executed on the day on which the sum due is definitively credited to the Supplier's account.

In the event of delivery, the Customer shall take all necessary measures in order to protect and safeguard the aforementioned Supplier's rights and will be responsible for any consequence that may derive to the moulds, equipment or any other instrument.

The retention of title does not derogate from the provisions set out at sections 8.2 and 8.3, about the transfer of risk and responsibility for the transport and storage of the product. The Customer shall adopt all necessary measures not to confuse the Supplier's moulds, equipment, or instruments with similar ones from other suppliers and shall keep moulds, equipment and other instruments in appropriate spaces that are well defined and easily identifiable.

### **12) Liability**

#### **12.1) Definition of Supplier's liability**

The Supplier will be exclusively responsible for the activities of his own competence and the production according to the requirements of the accepted order.

No other liability is assumed by the Supplier.

The Supplier shall not be liable for defects in the product attributable to:

- materials supplied by the Customer or by third parties indicated by the Customer;

- design or drawing errors when these activities are carried out by the Customer or by third parties indicated by the Customer;
- use of equipment indicated or delivered by the Customer or third parties indicated by the Customer;
- treatments or manipulations carried out without the Supplier's consent;
- production errors when the process has been indicated and validated by the Customer;
- different, not allowed, anomalous, atypical or particular use of the product;
- lack of storage, transport, storage or handling of the product;
- normal wear of the product or deterioration of it caused by events attributable to the Customer or to third parties;
- non-compliance with the recommendations, indications or suggestions of the Supplier concerning the maintenance, conservation or use of the products.

**12.2) Limits of liability**

The Supplier's liability is limited only to the direct damage caused to things or to the Customer's staff or employees because of faults or defects in the product recognized by the Supplier as attributable to itself.

Any responsibility of the Supplier for indirect damages, loss of image, loss of profit, loss of earnings, operating losses, profits, standstill, or as an indirect consequence of the product defect is expressly excluded.

The Supplier is not responsible for any direct or indirect damage suffered by the Customer for the use of technical documents, information, product data, indication of technical or functional features, etc., when such use is not in advance and specifically authorized in writing by the Supplier.

The Supplier is never responsible for lack of performance of the product.

**13) Jurisdiction and applicable law**

The Supplier and the Customer will make their best efforts to settle amicably any disputes or disagreements that may arise between them from the contract for any reason.

Any dispute that has not been possible to define amicably and that concerns the validity, interpretation or enforceability of this agreement, the execution of related obligations, the breach of contract, resolution or application of this agreement or any other dispute that arises out of or is connected with or linked to from this agreement in any way shall always be subjected to Italian Jurisdiction and the laws in force in Italy, excluding the validity or enforceability of foreign laws or jurisdictions, and with the express exclusion of the application of the Vienna Convention of 11.04.1980 (CISG) on "the international sale of goods".

**14) Exclusive jurisdiction for disputes**

In the event of failure to reach a friendly solution to the dispute, the parties agree to submit its decision to the exclusive jurisdiction and competence of the Court of Belluno.

Read, approved and signed in San Gregorio nelle Alpi (BL) - on .....

The Supplier  
Stamplast S. R. L.

The Customer  
.....

The Parties, according to the provisions of art. 1341 and 1342 of the Italian Civil Code, after re-reading, declare to specifically approve the following clauses:

- 6.2 Disclaimer of liability of the supplier for packaging
- 7.3 Sole liability of the client for infringement of the intellectual property rights of third parties
- 8.1 Supplier's right not to accept further orders, to suspend production and/or delivery of the product in the case of non-payment or delayed payment of the supplies by the Customer.
- 8.4 Verification of conformity of the product-acceptance and forfeiture of warranty for obvious defects
- 8.5 Terms of denunciation of obvious and hidden vices or no compliance and introduction of action
- 8.6 Guarantee
- 9.1 Resolution in case of non-agreement on price increases
- 11.2 Late payment-protective measures
- 11.3 Changes in the property or company condition of the client
- 11.4 Prohibition of credit offsetting
- 11.6 Retention of title and right of retention in favour of the Supplier
- 12.1 Definition of supplier's liability
- 12.2 disclaimer of liability of the supplier for damages

13 Jurisdiction and applicable law  
14 Exclusive jurisdiction  
San Gregorio nelle Alpi (BL) - on.....  
The Supplier  
Stamplast S. R. L.

The Customer  
.....