

## GENERAL SALE CONDITIONS

### 1-CUSTOMER' ORDER ACCEPTANCE

The present general sale conditions, unless agreed to the contrary in writing, are enforced for all present and future sale contracts between the parties. Orders are subjected to the present sale conditions, with the exception of possible written derogations. Purchase conditions expressly suggested in writing by customers are not binding for VENPLAST SRL and are regarded as replaced by the present general sale conditions.

Orders may not be cancelled or modified without VENPLAST SRL's previous approval. In any case, cancellations of orders for non-standard products and for products not held in our storehouse will not be acceptable.

### 2-PRICES

Prices are expressed in Euro, upon deduction of VAT, and do not include packaging and transport costs.

### 3-PAYMENT TERMS AND CONDITIONS

Payments shall be effected exclusively at VENPLAST SRL's premises, unless agreed to the contrary in writing, in legal currency and on the settled conditions. In case of customers' non-observance of the payment conditions, VENPLAST SRL may:

- ask for the immediate payment of all credits due to loss of the benefit of term
- stop the supplies in course or complete them only against payment in advance
- terminate all further contracts signed with the customer and stop the negotiations in course with him
- terminate the contract according to art. 1456 of the civil code and ask for the compensation of the damage suffered because of the customer's non-fulfilment.

### 4-RESERVATION OF PROPERTY

If the payment terms follow the goods delivery, the material remains VENPLAST SRL's property until the execution of the last payment concerning the delivery, according to art. 1523 of the civil code.

### 5-DELIVERY – TRANSPORT COSTS – RISK TRANSFER

The delivery date is indicative and not binding. IN case of substantial modifications, the delivery terms start on the modification date. No penalty may be charged to VENPLAST SRL for delayed material delivery, unless the penalty application has been expressly accepted in writing by VENPLAST SRL.

All the materials, unless agreed to the contrary in writing, are delivered free VENPLAST SRL's storehouse. Any transport and/or shipment costs shall be charged to the customer.

The delivery of materials to customers or forwarding agent (also in derogation to art. 1523 of the civil code) brings about the risk transfer to the customer.

If the customer does not collect materials within the settled terms or does not give shipment instructions to VENPLAST SRL, without prejudice to the risk transfer to the customer, VENPLAST SRL will be entitled to obtain from the customer the reimbursement of the costs borne for materials preservation and, in any case, it will carry out shipment carriage forward without any obligation of particular advice.

### 6-COMPLAINTS AND CANCELLATION OR PARTIAL OR TOTAL MODIFICATIONS

The complaints concerning quantity, quality vices and defects or non-conformities shall be notified in writing, under penalty of loss of right, at the latest within 8 days from the goods reception along with a detailed description of the ascertained vices or differences. VENPLAST SRL will not accept any costs resulting from modifications and/or repairs carried out on behalf of VENPLAST SRL itself, if not expressly agreed.

If a complaint turns out to be groundless, the purchaser shall be obliged to indemnify VENPLAST SRL for all the costs borne for said verification. If products should be damaged during shipment, the complaints shall be submitted directly to the forwarding agent. Complaints do not empower the purchaser to stop the payment of the invoices concerning the faulty material.

### 7-RETURNED GOODS

Returned goods are not acceptable without VENPLAST SRL's authorization and shall take place free VENPLAST's storehouse. If goods are returned during the warranty period, any product returned however not covered by warranty shall be returned to the customer without any intervention or with intervention previously authorized by the customer by phone, with regular billing and, in any case, with transport to be charged to the consignee. Anyway, VENPLAST SRL will not accept returned goods for crediting of a special product, not present in stock, obsolete or non-saleable.

### 8-FORCE MAJEURE

In case of force majeure, the material delivery shall be suspended until the event elimination, without prejudice to VENPLAST's RIGHT, at its sole discretion, to cancel said delivery.

### 9-WARRANTY

VENPLAST SRL shall warrant its products for a period of 12 (twelve) months from the purchase date. Said warranty concerns exclusively repair or replacement free of charge of the parts which, upon a careful examination carried out by VENPLAST SRL, should turn out to be faulty (excluding electric parts). Warranty, with the exclusion of any responsibility for direct or indirect damages, shall be limited only to material defects and shall lose its efficacy if the returned parts should have been disassembled, violated or repaired outside VENPLAST SRL's premises.

Moreover, the warranty does not include damages resulting from negligence, wrong use and improper use of the machine or from wrong operations.

The removal of safety devices, when present, will bring about the automatic loss of the warranty rights, and VENPLAST SRL's responsibilities shall no longer be valid. In addition, the use of non-original spare parts shall bring about loss of the warranty rights.

The equipment returned, even during the warranty period, shall be shipped free port.

### 10-APPLICABLE LEGISLATION – JURISDICTION – COMPETENT COURT

The contracts signed with VENPLAST SRL are ruled by the Italian legislation.

The aspects which are not mentioned in the present contract are ruled by the civil code regulations concerning sale of goods, when applicable. The Italian jurisdiction shall be applicable and the court in Verona shall have exclusive competence for any litigation which should arise about interpretation, fulfilments, non-fulfilment, execution or termination of contracts signed with VENPLAST SRL and any other matter resulting from said contracts.