

GENERAL TERMS AND CONDITIONS OF ONLINE SALE

ARTICLE 1 – DEFINITIONS AND HIERARCHY OF SOURCES

1.1. The following expressions used in these General Terms and Conditions shall have the meanings set forth below:

1. **Seller:** Plastivar S.r.l. i.e. the company that manufactures and supplies the Products offered for Sale and the subject of these General Terms and Conditions of Sale.
2. **Customer or Buyer:** a legal entity acting for purposes inherent to its entrepreneurial, artisan, commercial or professional activity, which transmits to Plastivar S.r.l. an Order in purpose of concluding a Purchase Contract of the goods produced and supplied by Plastivar S.r.l.
3. **General Conditions of Contract "GTC":** this document containing the general rules of the Sale and Purchase Agreement having as its object the sale of the Products of Plastivar S.r.l.
4. **Order Confirmation:** acceptance by the Seller of the Order submitted by the Customer.
5. **Sale and Purchase Agreement or Contract:** the inseparable set of contractual documents of general and special character, including the General Terms and Conditions, Order and Order Confirmation, governing the Sale of tangible movable goods produced by the Seller.
6. **Contract Completion Date:** the date of signing the Order Confirmation, which defines the effective date of the Sale and Purchase Agreement itself.
7. **Order:** an unalterable document sent by the Customer to the Seller containing the former's request to be able to purchase the goods produced and supplied by the latter.
8. **Party and/or Parties:** the Seller and/or the Customer, when indicated individually; both contractual parties, when indicated jointly.
9. **Product:** movable tangible good produced, supplied and sold by the Seller.

1.2. In case of incompatibility or conflict between the indicated contract documents and/or the annexes referred to by them, the following hierarchy shall be observed:

1. General Conditions of Contract;
2. Order Confirmation;
3. Order.

Any derogations contained in a document with respect to another document that precedes it in the list - subject, of course, to the mandatory nature of the regulatory provisions - are effective only in the event that they are expressly stated, with specific reference to the derogated requirement.

ARTICLE 2 – OBJECT, NATURE AND EFFECTIVENESS OF THE GENERAL CONDITIONS OF CONTRACT

2.1. These General Conditions apply to each Order formulated by the Customer and to each Order Confirmation issued by the company Plastivar S.r.l., also through its duly authorized attorneys. The General Conditions form an integral and substantial part of the Order and Order Confirmation to which they refer and are intended to establish general terms and conditions that will govern the sale and purchase of the Product.

2.2. These General Terms and Conditions of Sale shall be deemed to be approved by specific reference and acceptance in the Purchase Order Confirmation sent, also by telematic means, by the Customer. With the transmission to the Customer of the Order Confirmation, by the Seller, the Contract of Sale shall be considered to all effects concluded.

2.3. The Order, the Order Confirmation and the General Terms and Conditions constitute the Purchase and Sale Agreement.

2.4. Different and additional terms and conditions to the General Terms and Conditions that are attached, referred to, added, modified by the Customer shall have no validity unless expressly accepted in writing by the Seller.

2.5. The Seller reserves the right to amend, at any time and in any part, these General Conditions of Sale.

ARTICLE 3 – OFFER, ORDER CONFIRMATION AND CONCLUSION OF THE PURCHASE AND SALE CONTRACT

3.1. The Order formulated and transmitted by the Customer to Plastivar S.r.l. shall be considered for all purposes a binding and irrevocable purchase offer.

3.2. For the purpose of concluding the Contract, the Buyer shall ensure the exact completion of the form attached to the online electronic catalog at www.seller.it/com/orders and the subsequent online submission of the form itself, always after displaying a printable order summary web page, in which the details of the ordering party and the order, with the product information sheet, the price of the product(s) purchased, the shipping costs and any additional charges and additional costs, the terms and conditions of payment, the address where the product will be delivered, the expected time of delivery, the invitation to carefully read these Terms of Sale.

3.3 Upon viewing the order summary page, the User who intends to proceed with the purchase chooses the "Submit Order" option. By submitting the order form, the Buyer acknowledges and declares that he/she has read all the information provided to him/her during the purchase process, as well as the additional information contained on the Site relating to the Privacy Policy and fully and unconditionally accepts the Terms of Sale.

3.4. The Seller reserves the right to refuse or cancel orders that come from the User.

3.5. The order will be stored in the Seller's database for the time necessary to execute it and, in any case, within the terms of the law; the Buyer, moreover, will be able to access his order by consulting the "My Orders" section of the Site.

3.6. The Seller shall notify the Buyer of any inability to accept orders received within 48 (forty-eight) hours commencing on the business day following the day on which the Buyer submitted the order and shall refund any sums already paid for the payment of the supply.

3.7. At the time when the Seller receives the order from the Buyer, it shall send a confirmation e-mail ("Order Confirmation") and order summary, in which the data recalled in Section 3.2 shall also be included.

3.8. The Contract shall not be considered perfected and effective between the parties in the absence of the Seller sending the e-mail referred to in the preceding paragraph.

3.9. The Purchaser undertakes to verify the correctness of the data contained in the order confirmation e-mail and to notify the Seller within 48 (forty-eight) hours of any change to the order. In the absence of communication, the order shall be confirmed and no longer modifiable. Possible additional expenses caused by errors in the data not reported in a timely manner shall be borne by the Purchaser.

3.10. The order number, generated by the system and communicated by the Seller with respect to the purchase made, shall be used by the Buyer in any subsequent communication with the Seller.

ARTICLE 4 – PRICES AND TERMS OF PAYMENT

4.1. The goods produced and marketed by Plastivar S.r.l. are sold at the prices indicated in the Order Confirmation. All prices shown shall be exclusive of VAT, other taxes, shipping and additional services, unless otherwise indicated.

4.2. Plastivar S.r.l., in the period of time between the Order, the Order Confirmation and the actual execution of the Contract, reserves the right to modify such prices, if and to the extent that the same undergoes price increases in the costs of raw materials or labor, in the prices applied by sub-suppliers or arising from unforeseeable circumstances beyond its control.

4.3. In such a case, the Seller shall communicate the price increase to the Customer, who may withdraw from the Contract, only if the price increase is 10% higher than the originally agreed measure, by means of written notice to be sent within five days of Plastivar S.r.l.'s communication.

4.4. Payment for the purchased products and related shipping costs (if due) shall be made by the Customer upon submission of the order confirmation by using:

- PayPal
- Credit Card

Once the products, their quantities and shipping and payment methods have been chosen, the "Order Confirmation" page will still show the amount of shipping charges and the invoice total.

4.5. All communications regarding payments take place on a special line of the Seller protected by encryption system. The Seller guarantees the storage of this information with an additional level of security encryption and in deference to the provisions of current data protection regulations.

4.6. For transaction security reasons, the Seller reserves the right to request the submission of the details or a copy of an identity document of the Credit Card holder.

4.7. At the same time that the order confirmation and summary e-mail is sent, the amount corresponding to the purchased product(s) will be charged to the Buyer. In the event that, for whatever reason, the debiting of the amounts due by the Buyer does not take place, the sale process is automatically cancelled and the sale automatically cancelled.

4.8. The Seller will issue the receipt for the purchase of the product(s), sending it via e-mail to the order holder within 48 (forty-eight) working hours from the e-mail confirming and summarizing the order or making it available on the Buyer's personal page. The information provided by the Buyer will be the basis for the issuance of the receipt. No changes in the data will be possible after the issuance of the receipt itself (or the invoice if requested by the Buyer).

4.9. Any refund to Buyer will be credited to Buyer in the following manner and timing:

- the refund will be made using the same means of payment used by Buyer for the initial transaction, unless Buyer has expressly agreed otherwise. In any event, Buyer shall not incur any additional costs;
- the Seller may reserve the right to withhold the refund until it has received the goods or until the Buyer has demonstrated that it has returned the goods, whichever situation occurs first;
- the Buyer shall be liable for any diminution in the value of the product resulting from its handling other than what is necessary to establish its nature, characteristics and operation. However, the product must be stored, handled and inspected with normal diligence and returned undamaged, complete in all its parts, fully functional, accompanied by all accessories and instruction sheets, with the labels, if any, still attached to the product, as well as perfectly suitable for its intended use.

ARTICLE 5 – DELIVERY AND TRANSPORTATION

5.1. The terms for delivery of the Product shall all ordinarily be deemed to be non-essential terms, unless otherwise agreed.

5.2. The Goods shall be manufactured, procured and delivered to the carrier within a reasonable time having regard to the nature of the Contract and market conditions.

5.3. However, shipping and delivery times may vary from the same day of the order to a maximum of 10 business days from the confirmation of the order and are made known to Buyer at the time of order confirmation. In the event that Seller is unable to meet these deadlines or in the event that delivery is delayed or unduly burdensome for reasons attributable to Buyer, timely notice will nevertheless be given by e-mail to Buyer.

5.4. Delivery methods, delivery times, and shipping costs are clearly stated and well highlighted by accessing the "My Orders" area of the Site (by way of example).

5.5. Plastivar S.r.l. reserves the right to fulfill the Contract also through partial deliveries; in this case the Customer, any exception waived, will not be able to delay the payment of the consideration for the part of the order delivered and invoiced.

5.6. In case of non-delivery, the courier will place the goods in storage at one of its warehouses. Subsequently, the relevant courier will contact the Customer to arrange a new courier passage.

5.7. Once the goods have been received, it is important, in the presence of the courier, to check, the following points:

- Integrity of the packaging and the products contained therein;
- Presence in the packaging envelope of the delivery document -> (N.B: the delivery document must be kept together with the warranty conditions of the various products purchased);
- Exact number of packages listed in the delivery document.

5.8. If the goods are visually damaged or the packaging is damaged, the goods must be rejected and reported to the courier in the receipt.

The delivery note will be marked "WARNING: in case of breakage or damage report the reserve on the courier's B.A.M. or reject the item. No claims will be accepted in any other form." Only the files of Customers who have highlighted and reported the damage to the courier will be eligible for reimbursement.

Following this, replacement product will be delivered at no additional charge.

5.9. In any case, shipping shall be understood to be entirely at Buyer's expense, risk and danger, unless otherwise agreed. Therefore, any damage reported by the Product during transport and/or delivery shall be borne by the Customer.

5.10. Plastivar S.r.l. also reserves the right to withdraw from the Contract, in whole or in part, if the delivery of the goods ordered is made impossible or in any case more onerous due to causes beyond its control (by way of example only: natural disasters, operational interruptions, delays in deliveries by suppliers of Plastivar S.r.l.).

5.11. All exceptions and/or reservations relating to the state of the goods transported must be formulated against the carrier, by registered letter with return receipt or by pec within and not later than forty-eight hours from receipt of the goods.

ARTICLE 6 – BUYER'S OBLIGATIONS

- 6.1. Buyer agrees to pay the price of the product purchased in the time and manner specified in the Contract.
- 6.2. Buyer agrees, upon completion of the online purchase process, to print and retain this Agreement where it has received a copy.
- 6.3. The information contained in this Contract shall be deemed to have been viewed and accepted by the Buyer, who acknowledges this, as this step is made mandatory prior to confirmation of purchase.

ARTICLE 7 – ACCETTAZIONE E RESA DEL PRODOTTO

- 7.1. Upon delivery, the Customer shall carefully inspect the goods and check their condition.
- 7.2. All reservations and exceptions regarding the conformity of the material received with what was ordered must be made in writing, by certified or registered mail, within 48 (forty-eight) hours of receipt of the goods, enclosing a copy of the transport document and invoice.
- 7.3. Once this period has elapsed, no more reservations and/or exceptions may be accepted and the Product shall be deemed to have been accepted for all purposes.
- 7.4. Plastivar S.r.l. reserves the right to authorize the return of the material in the forms and under the conditions provided for in these General Conditions.
- 7.5. Plastivar S.r.l., specifically, shall accept the return of products supplied to the Customer only in the case of supply of goods that do not comply with the Contract or are defective. The Customer shall, in these cases, request in writing from Plastivar S.r.l. the authorization to return the material, clearly and exhaustively indicating the reasons for the request. The Product, subject to the Seller's consent, must be returned intact, with stickers, markings and anything else originally affixed by Plastivar S.r.l. and placed in its original packaging, also intact. The return does not authorize the Customer to suspend the payment of the delivered Product.
- 7.6 The information provided by Plastivar on the website and/or in the on-line catalogue are mere descriptions or identifications of the product. For example, for technical reasons, the colours shown in the catalogues or on the website may differ from the actual colours. You will find processing recommendations for our products on the corresponding data sheets. These are available for download on our website.
- 7.7. Shipping costs shall always be charged to the Customer for the return and charged to Plastivar S.r.l. for the shipment of the new Product in replacement of the defective one.
- 7.8. Plastivar S.r.l. shall reject the return of the Products in the following cases: if the return is made by charging the shipping costs to the Seller; if the Product is shipped beyond the terms established by the Seller; if the packaging is missing, tampered with or in any case compromised; if there is a partial and/or incomplete return of the Product; if the Product presents alterations with respect to its original state.

ARTICLE 8 – WARRANTIES

- 8.1. The warranty on a product is established by the relevant manufacturer which determines its duration and conditions. Plastivar S.r.l. markets products of high quality level for which it offers a minimum warranty

of 12 months from the delivery date reported on the courier's waybill, excluding products that by their nature cannot be covered by warranty.

8.2. The Customer's claims or complaints of defects and faults shall, in any case, be received in writing by Plastivar S.r.l., by certified electronic mail or by registered letter with return receipt, within 8 (eight) days from their discovery. The Customer must clearly describe the defects and flaws complained of and attach a copy of the transport document, invoice and photographic documentation in support of the defect/defect complained of.

In addition, to take advantage of the warranty, the goods must be returned in their original packaging, complete with all its parts (including non-functioning / non-conforming), as originally purchased, except for any consumables originally supplied for demonstration purposes only. In the event that the goods sent back under warranty were fully functional, Plastivar S.r.l. will reship the same at the expense of the Customer.

8.3. The return under warranty of the material, if applicable, shall be authorized by Plastivar S.r.l. and shall be carried out in the manner and terms set forth in the preceding article.

8.4. The warranty, if actually applicable, shall entail the replacement of the Product, at Plastivar S.r.l.'s discretion and expense

8.5. If the replacement of the product does not fall under warranty, Plastivar S.r.l. will notify the Customer of the amount of the estimate.

8.6. The Customer shall forfeit the warranty if he modifies and/or tamper with the Product (directly or by third parties) without authorization and/or written consent of Plastivar S.r.l.

8.8. The reporting of flaws and defects does not authorize the Customer to refuse or suspend payment.

ARTICLE 9 – CONTRACT TERMINATION AND EXPRESS TERMINATION CLAUSE

9.1. The obligations assumed by the Customer in art. 6 (Obligations of the purchaser), as well as the guarantee of the successful completion of the payment to be made by the Customer, have an essential character, so that by express agreement, the failure by the Customer, of only one of said obligations, shall determine the legal termination of the Contract pursuant to art. 1456 of the Italian Civil Code, without the need for judicial pronouncement, without prejudice to the right for Plastivar S.r.l. to take legal action for compensation for further damage.

9.2. In the event that the Purchaser does not pay the total amount due, the Seller shall send him an e-mail in which it shall invite him to pay the total amount due within 10 (ten) days, with a warning that, should this term elapse unsuccessfully, the Contract shall be understood to be terminated by right. The Seller reserves the right to block the purchase functions from the Site by defaulting users, giving notice thereof.

ARTICLE 10 – RESPONSIBILITY

10.1. The warranty described above supersedes and excludes any other form of warranty, liability, remedy, action, condition, undertaking, obligation, provided by provisions of law, custom, trade usage or contract.

10.2. Plastivar S.r.l. assumes no liability for inefficiencies attributable to force majeure such as accidents, explosions, fires, strikes and/or lockouts, earthquakes, floods and other similar events that would prevent, in whole or in part, the execution of the sales agreement within the agreed time.

10.3. It is therefore understood that the warranty and liability of Plastivar S.r.l. towards the Customer or third parties are strictly limited to what is indicated above, with the exclusion of any other right, reason, action, exception that are not directed to the repair or replacement of the product, in the cases and under the conditions provided for in these General Conditions.

10.4. Plastivar S.r.l. shall in no way be liable for losses, expenses, lost profits, direct and/or indirect damages and prejudices of any kind suffered by the Customer or third parties.

10.5. The Customer's rights deriving from mandatory provisions of law shall remain unaffected.

ARTICLE 11 – PRODUCT OWNERSHIP

11.1. Plastivar S.r.l. reserves ownership of the goods sold until full payment of the price set forth in the Order Confirmation.

ARTICLE 12 – INVALIDITY OF INDIVIDUAL PROVISIONS

12.1. The invalidity of individual provisions of these General Conditions shall not affect the validity of the remaining provisions.

ARTICLE 13 – PRIVACY AND CONFIDENTIALITY

13.1. The Parties mutually undertake to treat personal data known directly and/or incidentally in the performance of the Contract, in compliance with the applicable legislation on the protection of personal data. "Legislation in force" means the (EU) 2016/679 *General Data Protection Regulation*, the Italian adaptation legislation as well as the measures adopted by the Italian Data Protection Authority.

ARTICLE 14 – APPLICABLE LAW AND COURT OF JURISDICTION

14.1. These General Conditions, the Order and the Order Confirmation will be governed exclusively by Italian law.

14.2. Any dispute relating to the validity, interpretation or execution of the Sale and Purchase Agreement and/or of these General Conditions shall be referred to the exclusive and undisputable jurisdiction of the Court of Lecco.

Place, date

Customer

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the following articles of the General Conditions of Contract are expressly and specifically approved: Articles 4.2. and 4.3.; Article 7 - acceptance and return of the product; Article 8 - guarantees; Article 9 - contractual termination and express termination clause; Article 10 - liability; Article 14 - applicable law and court of jurisdiction.

Place, date

Customer
