POPLAST SRL GENERAL CONDITIONS OF SALE

1) SCOPE

These General Conditions of Sale are an integral and essential part of each contract concluded between POPLAST and the Customer and prevail over any conditions unilaterally prepared by the latter, unless expressly accepted in writing by POPLAST.

Orders sent by e-mail, fax, post or verbal orders imply that the Customer has read and accepted these General Conditions of Sale published on the www.poplast.it website under the General Conditions of Sale.

These General Conditions of Sale will apply to all supply contracts that will be executed towards any Customer even if the Conditions are not expressly referred to from time to time, mentioned or expressly accepted by the CUSTOMER.

Agreements in derogation of these General Conditions of Sale will be effective against POPLAST only for any particular clauses previously agreed in writing and signed for acceptance by both parties.

POPLAST reserves the unquestionable right to modify, integrate or change these General Conditions of Sale at any time, attaching such changes to the offers or any communication to the Customer. All additional clauses or special purchase conditions incompatible with these general conditions, even if indicated on the customer's order, will be considered as not affixed.

2) ORDERS

The Customer will send purchase orders for the Products in writing. If these orders are made verbally, they must then be confirmed in writing. Each purchase order must indicate the list of Products ordered as well as the quantities ordered for each type of Product.

No purchase order will or may be deemed automatically accepted by POPLAST if POPLAST does not (or has previously) issued the related purchase order confirmation. Orders will be considered accepted and, consequently, binding for POPLAST from when the Customer receives the purchase order confirmation, which must be returned countersigned.

Any request for cancellation or modification of already confirmed purchase orders must be requested in writing no later than 3 (three) days from receipt of the order confirmation and will be subject to acceptance by POPLAST. If the request is accepted in writing by POPLAST, POPLAST will have the right to be compensated for all expenses and losses suffered due to the cancellation or modification of the purchase order.

3) CONFIRMATION

The purchase order confirmation and a possible sales contract will indicate the quantity of Products, prices, payment conditions, delivery terms and transport conditions.

If a confirmation contains changes to the order, each change will be considered tacitly accepted by the Customer unless the Customer notifies POPLAST in writing of disagreement within 3 (three) days from receipt of the purchase order confirmation.

4) PRICES

The Prices are those indicated in the Purchase order confirmation and in any sales contract. Unless otherwise specified in the Purchase Order Confirmation and/or in a possible sales contract, all prices include packaging costs and loading of the Products on the means of transport at the POPLAST plants. Shipping costs, VAT and other taxes, customs duties or expenses that can be imposed on the Products in Italy or in the country where the Products are delivered will be entirely borne by the Customer, unless otherwise specified.

Unless otherwise specified in the purchase order confirmation, or in any sales contract, the Prices do not include transport, insurance and import and export expenses.

5) PAYMENT

The payment terms will be indicated in the purchase order confirmation and in a possible sales contract. Please note that if "advance bank transfer" is chosen as the payment method, the shipment will be made as soon as the bank transfer is received.

If the parties have agreed on the postponed payment, this must be made, in the absence of different specifications, within 30 days from the invoice date, by bank transfer. Payment is considered to have been made when the sum becomes available to POPLAST at its bank.

In the event of a partial or total delay in payment, the Customer will pay a conventional interest at the Euribor rate (6 months) plus a spread of 4% on the unpaid sum, without any prejudice to POPLAST's right to terminate the contract.

The right of ownership of all the Products sold on the basis of these conditions will remain with POPLAST until the Customer has made full payment of the Products.

In no case can the Customer suspend payments, even in the event of a dispute and controversy. If expired invoices are not paid immediately, POPLAST will suspend any supply with the express waiver of the purchaser to request damages and/or indemnities of any kind. POPLAST will send a formal notice of default to the purchaser by certified e-mail and, if the latter does not settle the overdue invoices in full within and not beyond the peremptory term of 15 days from the receipt of the certified e-mail, the existing relationship between the parties will be terminated by right, with the consequent right by POPLAST to act judicially to obtain the compulsory recovery of its credit.

6) DELIVERY

The terms of delivery may be subject to certain circumstances capable of precluding, hindering or in any case delaying the normal production process and the delivery of the goods. The aforementioned circumstances must

be promptly communicated in writing by POPLAST to the buyer in writing and giving reasons for the delay in delivery.

The possible exceeding of the delivery terms, according to the forecasts and the modalities referred to in the point above, cannot constitute cause of non-fulfilment, unless an express agreement has been reached between the parties.

The delivery terms provided in the order confirmation are always extended for a time at least equal to that of delays caused by:

- Late delivery to POPLAST of raw materials expressly and specifically ordered from third parties.
- Variations of the product, agreed with the Customer, and delays, slowdowns, suspensions, interruptions of work attributable to the same.

In the event of force majeure, such as natural disasters, etc., measures taken by the authorities, a shortage of raw materials, transport difficulties, strikes, other interruptions, public outages, etc., POPLAST may choose to extend, within reasonable conditions, the deadline set for delivery or to terminate the contract without charge for POPLAST of any kind.

However, POPLAST does not assume any responsibility for disservices attributable to unforeseeable circumstances or force majeure, even if they depend on malfunctions and disservices of the internet, if it is unable to execute the order within the times provided for in this contract.

The Customer is required to collect the goods within the agreed terms.

If the buyer does not collect within 12 months from the date on the order confirmation, POPLAST has the right to invoice the goods to the customer. Furthermore POPLAST will:

- Deliver the goods to the Customer.
- Or place the goods in its own or an external warehouse, charging the Customer the storage costs according to the rates in force.

In any case, the goods will be considered as delivered and accepted on the expiry of the eighth day from the agreed term, regardless of the actual collection

The agreed terms of payment start from the invoice date.

7) PACKAGING AND TRANSPORT

The conditions and the type of packaging of the goods must be agreed between POPLAST and the buyer when defining the order.

POPLAST undertakes to use transport packaging or tertiary packaging in accordance with European and Italian laws governing packaging and packaging waste.

Any special packaging is the responsibility of the buyer unless otherwise agreed between the parties.

Transport conditions and costs must be established between the parties and will be invoiced according to the agreements made.

8) VERIFICATION OF GOODS AND COMPLAINTS

Upon delivery, the buyer is advised to check:

- that the number of packages delivered corresponds to what is indicated in the transport document sent in advance by e-mail;
- that the packaging is intact, not damaged, wet or otherwise altered;
- that the closure materials have not been tampered with in any way.

The non-correspondence of the number of packages or indications and/or any damage to the packaging must be immediately contested by placing a specific indication on the delivery document. By signing the courier document, the buyer certifies the real external integrity of the packaging and the conformity of the delivery.

Article 1495 of the Italian Civil Code regulates the management of a possible claim by the buyer.

In particular, reference is made to the following points:

- Within the mandatory eighth-day period from that in which the customer receives the goods, the latter must verify compliance with the specifications or the technical specifications set in the order and the quantity declared by POPLAST, to which the Customer must report any defects within the eight days following expiry of this term.
- If a deviation from these rules does not emerge from the Customer's verification upon delivery or, if it emerges and is not reported to POPLAST within the eight days, POPLAST is exempted from any guarantee and liability towards the buyer for forfeiture. The Customer has the obligation to verify that the complaint has been acquired and read by POPLAST.
- Without prejudice to what is established in points 1 and 2, hidden and quality defects must be reported promptly. Samples to support the complaint and the traceability references must be sent to POPLAST, together with the detailed report of the transport, stowage and storage methods.
- Without prejudice to the above, Poplast guarantees the technical characteristics of the product for a maximum period of 6 months from the date of production of the lot.

The complaint or dispute must be sent in writing, by email, to the reference salesperson in addition to the POPLAST Quality office at the following email address: qualità@poplast.it.

An essential condition for exercising the right of withdrawal is the substantial integrity of the good to be returned.

According to the law, the buyer is only responsible for the decrease in value of the goods resulting from a manipulation other than that necessary to establish the nature, characteristics and functioning of the goods. The goods must be returned intact, in the original packaging, complete in all its parts and complete with the attached tax documentation.

Any chemical and physical alterations of the packaging material that take place at the buyer's factories and deposits and caused by incorrect storage, precarious conditions of conservation and maintenance of the material or in any case due to lack of normal professional diligence, cannot be contested by the buyer. POPLAST will notify the buyer by e-mail within 7 business days of receipt of the Product, rejecting the request for withdrawal. If the Product has already been received by POPLAST, it will remain at the disposal of the buyer for the collection which must take place at the expense and under the responsibility of the Customer.

From the date of a possible complaint until the closure of the dispute, the goods contested by the buyer must be kept in standard storage conditions and available to POPLAST for its investigations. The disputed goods cannot be returned to POPLAST without its authorisation.

In the event of a defect ascertained and recognised by POPLAST, the latter has the right to proceed with the sorting, reconditioning, replacement or reimbursement of the goods deemed unsuitable.

If POPLAST authorises the buyer to destroy the disputed goods, the Customer is required to send POPLAST appropriate documentation of the destruction and/or disposal of the goods.

9) SUPPLY TOLERANCES

Unless otherwise agreed in writing in the Order Confirmation, the supplies subject to this agreement shall be governed by the quantitative, dimensional, weight, thickness, and quality tolerances set forth in the guidelines and industry practices established by GIFLEX (Flexible Packaging Group – Assografici) in force at the time of order acceptance. Any deviations falling within such limits shall not constitute grounds for dispute, rejection of the goods, or claims for damages by the Buyer.

10) INDEMNITY - COPYRIGHT INFRINGEMENT

The Customer declares and guarantees that any content sent to Poplast for use in any form/processing/reproduction:

- does not infringe any copyright, patents, trademarks, trade secrets or other intellectual property rights or advertising or privacy rights of any person or company or association;
- Declares to be the sole author and owner of the intellectual property rights or to hold the necessary licenses, rights, consents and authorisations to use and authorize POPLAST to use all intellectual property rights and other related rights in order to allow the use/publication/reproduction/printing of contents
- Does not violate any law, statute, ordinance or regulation (by way of example but not limited to, the provisions governing export control, consumer protection, unfair competition, disparaging or misleading advertising);
- Is not, or could not reasonably be considered, illegal, harmful, defamatory, libellous, vulgar, harmful to others' privacy, hatred, racial or religious connotation or offensive, abusive, illicit, threatening or harassing towards any individual, company or association;

- Does not contain any information referring to other websites, addresses, e-mail addresses, contact information or telephone numbers;
- Does not constitute unsolicited or unauthorised advertising, promotional material, "spam", chain letters, or any other form of solicitation.

For any content sent, the Customer grants POPLAST a license to use, reproduce, communicate, distribute, copy, modify, totally cancel, adapt, publish, translate, display and publicly perform, create derivative works and/or sell and/or distribute such content and/or incorporate such content in any form, media or technology currently known or developed in the future, all over the world, without any compensation to the buyer who undertakes to hold harmless and in any case indemnify POPLAST before any judicial authority from any damage claims/or any and further claims by third parties harmed or claimers of intellectual property rights relating to the content of what has been commissioned to POPLAST.

11) NON-TRANSFERABILITY CLAUSE AND PENALTY IN CASE OF VIOLATION

The Contract is based on intuitu personae. The Contract itself, the rights deriving from it and the related debts cannot be transferred to third parties either in whole or in part. The violation will entail POPLAST's right to terminate this Agreement with immediate effect.

12) EXPRESS TERMINATION CLAUSE AND WAIVER OF DAMAGES BY THE CUSTOMER

The sales contract will be automatically terminated, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, in the event of non-compliance by the purchaser with the following obligations: violations of withdrawal terms; non-payment of invoices that have expired following a warning; if the buyer does not comply with the purchase commitment or refuses to receive the goods or otherwise holds conduct that prevents POPLAST from fulfilling its delivery commitment for more than 15 days; violation of transfer ban. Failure to comply with these obligations entails the legal termination of this contract, without the need for formal notice, immediately after the seller has, at its unquestionable judgement, declared in writing that it intends to avail itself of the express termination clause and this regardless of the duration of the existing relationship between the parties and with renunciation by the purchaser of compensation/claims of any nature.

13) RENVOI

This contract is governed by Italian law. The Parties refer to the provisions of the Italian Civil Code and the applicable laws in force for anything not provided for in this contract.

14) AMENDMENTS

Under penalty of nullity, any modification to the sales contract or an annex thereto must be stipulated in writing and signed by both parties.

15) VOID CLAUSES

If one or more clauses of the sales contract are or become void, the other clauses will remain fully valid. Any null clause will be replaced by a valid clause which comes closest to the economic purpose of the null clause.

16) NOTIFICATIONS

Communications relating to the interpretation, execution or termination of the commercial agreement entered into between the Parties must be made to the following addresses and in the following ways.

To the Company:

POPLAST SRL

By certified e-mail to the address: poplastsrl@pec-leonet.it

To the Customer:

By certified e-mail to the address:

The forwarding of communication in compliance with the methods specified above will be equivalent to legal knowledge of what has been forwarded to the recipient, who will therefore not be able to object to the non-receipt and/or reading of what has been forwarded by the other Party.

Any change in the name of a PARTY or of its headquarters must be communicated by registered letter with return receipt or by certified e-mail to the addresses indicated above to the other PARTY within 20 (twenty) days from the occurred variation and will be effective from the date of its reception.

17) EXCLUSIVE JURISDICTION

The court of Piacenza (Italy) will have exclusive jurisdiction over any dispute arising out of or relating to these Sales Conditions or any other contract concluded pursuant to these Sales Conditions.

18) PRIVACY - PERSONAL DATA PROCESSING POLICY

Poplast srl with headquarters in Z.I. Cà dei Tre Dì, Via Girolamo del Monte, 1, 29015 Castel San Giovanni PC, as Data Controller informs you that your data will be processed in accordance with (Privacy Code - Legislative Decree 196/2003 as amended by Legislative Decree 101/2018 - EU Regulation 679/2016 on the processing of personal data) for the following purposes:

- to conclude contracts for the Data Controller's services;
- fulfilment of the pre-contractual, contractual and tax obligations deriving from existing relationships with you;
- fulfilment of the obligations foreseen by the law, a regulation, community legislation, or by an order of the Authority;
- so that the Data Controller can exercise its rights, for example the right to be defended in court.

The data collected by the Data Controller will be processed on paper or electronically in order to carry out its services, will not be transferred to third parties in any case except for administrative and accounting purposes only and will be kept within the terms of the applicable law.

The exercise of the rights referred to in Article 15 of the GDPR is guaranteed and can be exercised at any time by sending:

- registered mail with acknowledgement of receipt to Poplast srl with headquarters in Z.I. Cà dei Tre Dì, Via Girolamo del Monte, 1, 29015 Castel San Giovanni PC
- an e-mail to the address poplastsrl@pec-leonet.it

The updated list of data processors and persons in charge of processing is kept at the Data Controller's headquarters

Castel San Giovanni, _____

POPLAST S.r.l. For acceptance: The Customer

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