

# **POLIPLAST s.r.l.**

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**Partita IVA Cod. Fiscale Reg. Imprese IT 01778600245**

**R.E.A 183915/Vicenza - Registro Imprese 17910//VI 116**

**Stampaggio Articoli Tecnici in Gomma  
e Materie Plastiche**

## General Terms and Conditions of Sales and Delivery of POLIPLAST SRL

### 1. PREAMBLE

1. The following terms and conditions apply to all deliveries and services (hereinafter called delivery) carried out by Poliplast. These terms and conditions also apply to future transactions. The valid version of the General Terms and Conditions of Sales and Delivery at the time of the completion of the contract is always applicable.

2. Contradictory terms and conditions, especially the purchasing and delivery conditions of the customer, do not apply. An objection from Poliplast is not required.

3. Changes to these terms and conditions must be made in written form. The placing of an order or acceptance of delivery is considered as acceptance of these terms and conditions.

4. Offers from Poliplast are in principle subject to change and without obligation. Poliplast accepts orders through a written order confirmation. If the order confirmation from Poliplast deviates from the terms and conditions of the order, the legal transaction is concluded according to the Poliplast terms and conditions unless the customer submits a written objection immediately upon receiving the order confirmation.

5. Technical as well as other changes remain reserved within the bounds of what is reasonable.

6. For transactions with consumers these terms and conditions only apply insofar as they do not contradict the mandatory regulations of the Consumer Protection Act.

### 2. PLACE OF FULFILMENT, DELIVERIES

1. Unless otherwise agreed, the place of fulfilment is Montecchio Maggiore 36075 Vicenza (Italy), via Paglierina 23. Unless otherwise agreed, delivery occurs EXW place of fulfilment based on the Incoterms valid at the time of completion of the contract. Shipment and transport are therefore carried out for the account and risk of the customer. As soon as the delivery is offered to the customer at the place of fulfilment, all risks are passed to them. If the customer does not accept the delivery, they are in default of acceptance. Furthermore, in this case the delivery from Poliplast is deemed to be effected and Poliplast is entitled to store the goods at the cost of the customer. The storage costs resulting from this are to be immediately refunded to Poliplast by the customer. In case of a default of acceptance, Poliplast is only liable for gross negligence or deterioration of the contractual goods.

2. Poliplast reserves the right to make partial deliveries at its own discretion. These terms and conditions are also applicable in whole to partial deliveries. The customer is obliged to accept such partial deliveries.

3. Complaints due to transport damages can only be investigated and – if justified - accepted by Poliplast if they are recorded immediately by the customer on the delivery receipt of the freight carrier responsible when receiving the goods, and are reported by the customer immediately or at the latest within 14 days, in writing to Poliplast, together with the submission of appropriate proof.

4. The delivery dates stated are only guidelines.

5. If Poliplast is unable to deliver by the date agreed upon due to unforeseen circumstances which are out of their control (e.g. force majeure, delays of subcontractors etc.), Poliplast has the right to complete the delivery on the next possible date, as long as the acceptance of the delivery by the customer is still reasonable at that time. Otherwise, Poliplast is entitled to withdraw from the contract. For delays in delivery due to other reasons, the liability of Poliplast is limited to intention and gross negligence.

6. Compliance with delivery dates requires the fulfilment of all contractual obligations by the customer, especially the obligation to

pay an agreed down payment as well as settle due accounts.

7. Poliplast charges a reasonable handling fee as well as transportation costs to handle the return of goods due to order errors by the customer or other circumstances attributable to the sphere of the customer, which Poliplast accepts as a gesture of goodwill and not out of obligation.

8. By placing the order - regardless of the means of transmission - the customer bindingly declares their wish to purchase the ordered goods. When goods are ordered electronically, Poliplast will promptly confirm the receipt of the order. However, this electronic confirmation of receipt is not a binding declaration of acceptance of the offer to enter into a contract by Poliplast. Poliplast is entitled (but not obliged) to accept the contract offer submitted by the customer – regardless of the means of submission – within 2 weeks of receipt. If no statement is made this shall be considered as non-acceptance of the offer.

### 3. PRICES

1. Unless otherwise agreed, all prices are net prices (in euro) ex works, and the prices valid on the day of delivery apply.

2. If the costs on which the agreed prices were based change, Poliplast has the right to change the price to correspond with the change in costs.

3. If the delivery is changed to a later date due to customer circumstances, Poliplast has the right to balance out any resulting increase in costs through higher prices. This does affect the right of Poliplast to compensation for any other resulting damages.

4. All taxes, customs duties and other charges which the customer must pay in order to receive a delivery or service are to be borne by the customer, unless Poliplast has provided clear written agreement that they will assume these costs.

### 4. PAYMENT

1. The customer agrees to the electronic delivery of invoices.

2. Place of fulfilment for payments is the Poliplast headquarters. Payments are due 30 days after submission of the invoice, without any deductions and free of charges for payment, in the currency stated in the invoice. A payment will only then be deemed as having occurred when Poliplast has the sum at their disposal.

3. For orders that include several units, Poliplast is entitled to submit a separate invoice after delivery of each unit or service.

4. If the payment is not made by the due date, Poliplast is entitled to:

-defer the fulfilment of their obligations until the outstanding payment has been made,

-apply a reasonable extension to the delivery or service deadline,

-demand immediate payment for the payment still due,

-invoice the customer for all dunning and collection costs as well as the statutory default interest, at least 9 percentage points over the basic interest rate

and/or

-withdraw from the contract in case of non-compliance within a reasonable grace period, whereby Poliplast is also entitled to withdraw from the entire contract, even in the case of partial performance. In the case of withdrawal by Poliplast, the customer must pay a cancellation fee due immediately of 10% of the gross price, and compensate for any additional damages including loss of profit.

5. If foreclosure or seizure of the customer's assets is carried out, or if Poliplast has doubts about their ability to pay, Poliplast is entitled to:

-demand immediate payment of all outstanding invoices, regardless of their due date,

-withhold all deliveries of orders that have not yet been fulfilled, and only complete them upon payment in advance. If the customer refuses to pay in advance, Poliplast can withdraw from the contract and also claim damages for lost profit.

6. If the customer is in default of acceptance, the fee for payment is due immediately.

7. Poliplast is entitled to credit payments against the oldest debt and the resulting interest and costs, even if they are otherwise earmarked.

8. Cheques and bills of exchange are only accepted on account of payment and with written agreement. The customer will bear the costs and expenses connected with cheques or bills of exchange.

### 5. WARRANTY, LIABILITY, AND LIMITATION OF LIABILITY

1. The customer must carefully check and examine the delivered goods immediately upon receipt. Defects must be reported at the

latest within 14 days from the receipt of goods in writing, together with the submission of appropriate proof (like, for example, samples, photos, etc.). Otherwise any claims, including those resulting from consequential damages, are excluded. Hidden defects must be reported to Poliplast within a period of 14 days after date of discovery in writing, together with the submission of appropriate proof (like, for example, samples, photos, etc.). Otherwise any claims, including those from consequential damages are excluded. Upon request by Poliplast, the customer shall facilitate, tolerate, and support the inspection of the goods by Poliplast and/or an assessor designated by Poliplast or a third party (e.g. Poliplast's insurer).

2. If a defect is reported within the designated time period and the problem is - when requested by Poliplast - inspected by an assessor and confirmed as a defect, Poliplast will correct the situation as they see fit, either through correction or exchange of the item, return of the defect item against a credit note in the amount of the purchase price, or a discount on the original price. The customer is not entitled to any other claims.

3. Defects to part of a delivery cannot give cause for complaints about the whole delivery.

4. Poliplast makes no guarantee that the goods are suitable for the planned application.

5. The warranty period is six months and begins as soon as the goods are offered to the customer at the place of fulfilment.

6. The customer is not entitled to withhold payment due to warranty or other claims of any kind.

7. Recourse claims are excluded unless the recourse claimant proves that the error has been caused in the sphere of Poliplast and is due to gross negligence.

8. The return of goods requires previous express agreement from Poliplast and is made at the customer's risk and expense. The customer must also bear any other costs resulting from the return (e.g. storage). If the return is made without previous agreement, Poliplast has the right to refuse acceptance of the returned goods and return them to the customer at the customer's expense.

9. For defects caused by incorrect storage, keeping, use or transport, Poliplast offers no guarantee. If such defects are claimed, the customer must prove the correct storage, keeping, use and transport.

10. Poliplast guarantees that the goods match the specifications agreed upon. Deliveries from stock are made in the customary quality, without guarantee that they will be suitable for specific application purposes or a specific machining process. For standard deliveries, the technical standards for the country of manufacture apply.

11. Minimal variations in quality, colour, width, weight, equipment and designs are unavoidable for technical reasons and do not represent a defect. This also applies for customary variations, unless the customer has requested and agreed with Poliplast when concluding the contract upon a delivery according to a sample.

12. Except for liabilities which fall within the scope of the Product Liability Act (PHG), the liability of Poliplast is limited to intention and gross negligence. Liability for minor negligence, compensation for consequential damage and monetary loss, lost savings, interest losses and third party claims against the customer due to damages are excluded.

13. Furthermore, the liability of Poliplast is limited to twice the value of the delivery of the justifiably returned goods.

14. Poliplast guarantees that the goods are permitted to be sold within the European Union. The customer must clarify themselves whether goods may be sold outside of the EU.

15. The above liabilities do not apply to physical and health injuries to the customer, which can be attributed to Poliplast.

## 6. RESERVATION OF PROPRIETARY RIGHTS

1. Until the fulfilment of all customer obligations, particularly until the complete payment of the purchase price, Poliplast maintains ownership of the contractual goods delivered (conditional goods). The customer must ensure the proper upkeep in accordance with the regulations (maintenance and repairs) as well as insurance of the conditional goods at their own expense during this time.

2. The customer must report immediately to Poliplast in writing about all actions by third parties affecting the goods, in particular about enforcement measures, possible damage or destruction of the conditional goods. The customer must immediately report to Poliplast any change of ownership of the conditional goods as well as their own change of address. The customer must compensate Poliplast for all damages, costs and disadvantages which arise from a violation of these obligations and from necessary intervening measures against access by third parties to the conditional goods.

3. The customer is entitled to resell the conditional goods. This entitlement dissolves if the customer defaults on payment or has reason to think that they will not be able to make the full payment to Poliplast by the due date.
4. If conditional goods are resold by the customer, they hereby transfer all claims they are entitled to from the resale or other utilisation up to the purchase price claim of the customer to Poliplast. The customer is obliged to note this transferral in their accounts. Unless withdrawn, the customer is authorised to receive these transferred claims to be paid to Poliplast in their own name. The customer is obliged to reserve their ownership of the conditional goods if they are sold on credit.
5. The customer transfers their insurance or compensation claims for destruction of or damage to the conditional goods to Poliplast.
6. The conditional goods may not be pledged or used as collateral.
7. Adapting and processing of the goods by the customer occurs in the name of Poliplast. If the conditional goods are processed, Poliplast acquires a share in the new asset in proportion to the value of the goods supplied by Poliplast. The same applies when conditional goods are processed or mixed with other goods which have not been supplied by Poliplast.

#### 7. TRANSFER OF RISK

1. The risk of accidental destruction or accidental deterioration of the goods is transferred to the customer at the time of handing over the goods at the agreed place of fulfilment or, in the event of sale to a destination according to the customer's instructions, at the time of handing over the goods to the shipping agent, freight carrier, or the persons or institution otherwise appointed for the dispatch.
2. If the customer defaults in acceptance of the goods, the transfer is still deemed to have taken place.

#### 8. PLACE OF JURISDICTION, ARBITRATION CLAUSE, APPLICABLE LAW

1. If the customer is located in the EU or in an EFTA state, the exclusive place of jurisdiction for all disputes arising out of or in connection with this contractual agreement between Poliplast and the customer, especially for disputes in relation to these General Terms and Conditions of Sales and Delivery, is 36100 Vicenza, Italy.
2. If the customer is located outside of the EU and outside the EFTA, all disputes arising out of or in connection with this contractual agreement between Poliplast and the customer, especially disputes in relation to these General Terms and Conditions of Sales and Delivery, shall be subject to the international arbitration court of the Italian Chamber of Commerce in Vicenza. The language used in the arbitration proceedings is Italian. The place of arbitration is Vicenza. A party may, however, without prejudice to the jurisdiction of the arbitration court, apply to a national court to request preliminary or precautionary measures and a court may order such measures before or during the arbitration proceedings.
3. Poliplast is however entitled to take the customer before any other court responsible for the customer.
4. For all legal relations between the customer and Poliplast, including these Terms and Conditions of Sales and Delivery, Italian law applies. UN commercial law is not applicable.

#### 9. FINAL PROVISIONS

1. The customer is not entitled to offset any claims against Poliplast with claims for payment against themselves from Poliplast. The customer is not entitled to any rights to retention.
2. Poliplast is entitled to offset its own claims, even those not yet due, against those of the customer.
3. The customer is not entitled to transfer their claim to delivery of the goods to another.
4. The rescission of a contract due to error of the customer is excluded.
5. Documents or information about Poliplast, its products, and sales and business partners, which are made available to the customer or of which they acquire knowledge, are only allowed to be passed along or made otherwise accessible to third parties with the written consent of Poliplast. The same applies to documents, such as samples, cost estimates, promotional material, price lists, or contracts which are handed over to the customer or which they otherwise acquire knowledge about. All rights to such documents are owned solely by Poliplast.
6. If provisions of these General Terms and Conditions of Sales and Delivery are or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. These invalid or unenforceable provisions shall be replaced by valid and enforceable provisions which are most likely to reach the intended economic purpose (severability clause).

7. The customer agrees to the processing of their data - also personal data - for order and business processing by Poliplast.

8. If a contract is completed in Italian and in another language, the Italian text is decisive in the interpretation of the contract and of these terms and conditions.

Montecchio Maggiore, March 2020