

GENERAL CONDITIONS OF SALE (EP)

The Client/Purchaser/Principal, in whatever capacity, states that they have read and accepted these conditions of sale and acknowledge them as binding; they also confirm that the conditions were specifically negotiated and agreed between the parties. Even in the case of derogations agreed in writing, these conditions shall continue to apply for all matters not specifically covered by the derogation. Any general conditions of sale drafted by the Client/Purchaser/Principal shall not apply to relations between the parties unless expressly accepted in writing by Taffarello S.p.A. and shall not in any case cause these General Conditions, with which they must be coordinated, to become invalid. The order and any subsequent contract are not partially or fully transferable by the Client, who remains fully liable for all relations with Taffarello S.p.A.

This order/order confirmation, subject to acceptance by Taffarello S.p.A., shall only be binding on following conditions:

1 - VARIATIONS IN QUANTITY: Given the characteristics of the production process, the Client accepts that the number of pieces commissioned may vary more or less depending on the type of production. If the production is automatic (machine-made), the variation accepted is no more than +/- 20% for up to 5,000 pieces, +/- 10% for up to 50,000 pieces and +/- 5% for larger runs.

If it is a manual production, the accepted variation is no more than +/- 20% for up to 2,000 pieces, +/- for 10% up to 5,000 pieces and +/-5% for larger runs.

In the event that more bags are produced than ordered (always within the above limits/tolerances), the Client agrees to pay for the extra quantity produced

2 - VARIATIONS IN QUALITY: given the characteristics of the production cycle, the Client acknowledges that the colours of the material and the printing may vary in tone from the colours requested, while the material and components may vary in thickness, size and weight. Variations of up to 10% shall not entitle the Client to any form of compensation; in particular, line colours have a variation threshold for tones and light/dark contrast of $\Delta E < 3$ as indicated in regulation ISO 12647-2. It is considered normal and acceptable for up to 3% of the total lot to be non-conforming units.

3 – PRINTING DRAFTS: printing drafts, which are valid exclusively for checking the text, contents and graphic layout, must always be approved by the Client in writing. Any changes made to the draft by the Client after acceptance will be subject to a charge by Taffarello S.p.A. for the extra costs involved in resetting the printing machinery. If production has already been started, this charge will amount to 50% of the original price of the supply, in addition to any other extra documented costs.

The Client confirms and guarantees that the persons responsible for signing the documents, including the printing draft, have been granted all the necessary powers to sign agreements with Taffarello S.p.A. on the Client's behalf.

4 - TERMS OF DELIVERY INDICATED IN THE ORDER CONFIRMATION: the delivery time runs from the moment when Taffarello S.p.A. is in possession of all the elements necessary to complete the order. The delivery is completed when Taffarello S.p.A. delivers the goods to the courier for shipping to the purchaser's home or offices. Any definitive delivery dates shall be valid only if confirmed in writing by Taffarello S.p.A. Taffarello S.p.A. reserves the right to delivery up to 30 days after the agreed delivery date, without incurring penalties for late delivery. Taffarello S.p.A. also denies any liability for any direct or indirect damage due to strikes, lock-outs, fires, shortages of raw materials or any other event caused by force majeure or acts of providence. The same applies to imports, for which Taffarello S.p.A. can only guarantee the date when the goods will be ready for shipping to Europe. Partial shipping and deliveries are also accepted.

5–INTERRUPTIONS IN SUPPLY: Taffarello S.p.A. is entitled to suspend the supply of the products under the terms of the agreement, as per Articles 71-72-73 of the Vienna Convention dated 11 April 1980 in addition to Article 1461 in the Italian Civil Code, if the Client's financial situation should threaten their ability to fulfil the terms of the contract, unless a suitable guarantee is provided.

6 - SHIPPING, STORAGE FOR UNDELIVERED GOODS AND PACKAGING COSTS: the goods will be delivered to the agreed delivery address, at ground floor level; extra charges shall apply for delivery to other locations, entirely at the Client's expense. All shipping/storage costs and other charges due to refusal to accept delivery shall be entirely at the Client's expense.

If the Client does not authorise a repeat delivery of the goods promptly, Taffarello S.p.A. shall be entitled to return the goods to their own warehouses. In this case, the Client shall be charged the costs for storing the goods, at a rate of €2.50 per day for each pallet, in addition to the cost of the repeat delivery. In any case, goods not promptly collected by the Client shall be considered sold, and will therefore be invoiced on the date of storage. The terms of payment shall run from the same date. Any additional costs incurred by Taffarello S.p.A. for the failed delivery of the material shall also apply.

If the order expressly states that the goods are to be invoiced in a single solution and stored on consignment in Taffarello S.p.A.'s warehouses, Taffarello S.p.A. undertakes to store them for a maximum of 12 months from the invoice issue date. 3 months after the expiry of the term for collecting any remaining invoiced goods not yet collected by the Client, Taffarello S.p.A. shall be entitled to dispose of the remaining stock.

If the order expressly states that Taffarello S.p.A. undertakes to maintain a specifically agreed level of supplies of the items ordered for an agreed period of time, or for a maximum of twelve months from the order/confirmation, any remaining goods not collected by the Client after this period expires will be invoiced to them. 3 months after the expiry of the term for collecting any remaining invoiced goods not yet collected by the Client, Taffarello S.p.A. is entitled to dispose of the remaining stock.

Unless otherwise agreed, Taffarello S.p.A. shall use normal packaging standards in terms of type and size of packaging boxes (American boxes with double undulated cardboard) and pallets (simil EUR, 120x80 format). Any special packaging and/or pre-established quantities of bags per package must be requested specifically during the order phase, and the relative costs shall be at the Client's expense.

7-RECEIVING THE GOODS: the goods travel at the Client's risk (even if delivered FOB). The recipient, if justifiably unsatisfied by the goods, is entitled to notify Taffarello S.p.A. of their claim exclusively within the final term of 8 days, by letter with receipt of delivery providing full details of the claim and attaching significant samples that have not been used or tampered with. Submitting a claim shall not absolve the purchaser from their specific obligation to accept delivery of all of the goods ordered and to respect the terms of payment, except in the case of defects acknowledged by Taffarello S.p.A.

8 - RETURNING GOODS: any returns must be expressly authorised by Taffarello S.p.A. and made using the couriers indicated by Taffarello S.p.A. Deliveries are only accepted FOB.

9 – USING THE PRODUCT: Taffarello S.p.A. supplies the products requested by the Client, on the specific condition that they are used normally and exclusively for the purpose for which they are intended (as take-away goods containers for shops or as gift packaging). Any other potentially hazardous use is expressly prohibited, and falls under the full and exclusive liability of the purchaser. Without prejudice to the above, and except in the case of wilful negligence or misconduct, Taffarello S.p.A. shall not be liable for any damages due to and/or associated with Product defects. In any case, Taffarello S.p.A. denies liability for any kind of indirect or consequential damage.

10 - CONDITIONS OF SALE: in the case of considerable or unexpected increases in the cost of production, raw materials or shipping, international currency exchanges, oil, etc., Taffarello S.p.A. is entitled to review the prices agreed, informing the Client. The Client is not entitled to refuse or cancel all or part of the order, unless the price increases by more than 15% from the price originally agreed.

11 - CANCELING ORDERS: orders may not be cancelled by the Client, who will be required to pay the full amount. If, at their own discretion, Taffarello S.p.A. decides to accept a request for cancellation, any charges already incurred by Taffarello S.p.A. will remain at the Client's expense, without prejudice to the right to claim greater damages. In this case, these charges will be invoiced as compensation for the damage incurred.

12 - PAYMENT: only payments received by Taffarello S.p.A., or by the bank indicated in the case of bank transfers, in full and within the terms set out in the contract will be considered valid. Late payments will be subject to interest under the terms of Article 4 and Article 5, Legislative Decree no.231 dated 09/10/2002 and subsequent amendments, as well as the withdrawal of any discounts or rebates agreed for the chosen method of payment. In the case of late or partial payment, for whatever reason, Taffarello S.p.A. may exercise their inalienable right to suspend the supply/production or performance of any order in course, without breaching the contract. The late or partial payment itself shall qualify as breach of contract by the purchaser. If the Client chooses to pay for the supply by instalments, the Client acknowledges and accepts Taffarello S.p.A.'s right, in the case of failure to pay even a single instalment, to require immediate payment of the full amount outstanding, in addition to the interest agreed and the expiry of the terms for payment previously agreed. If more than one order has been agreed between the Client and Taffarello S.p.A., any disputes regarding the goods in one or more order shall not entitle the Client to suspend payment for the orders not subject to the controversy. In the case of several orders, if the Client fails to make even a single payment, Taffarello S.p.A. shall be entitled to suspend the orders in course and refuse to perform any other contracts, without prejudice to any claims for damages. In this context, in accordance with the right of retention of title, in case of non-payment, Taffarello S.p.A. has the right to demand the immediate return of the goods. If the customer does not have this will, Taffarello S.p.A. has the right to demand immediate payment. In the event of non-payment, even partial, Taffarello S.p.A. will invoice as compensation for damages, also any costs incurred for the recovery of the credit, in addition to interest on arrears and ancillary costs.

13 - PRINTING APPARATUS - OWNERSHIP AND TERMS OF STORAGE: after receiving written approval of the printing draft from the Client, Taffarello S.p.A. will set up the printing apparatus (files, films, matrices or clichés). Even after being charged to the Client, this apparatus will remain the property of Taffarello S.p.A. until payment has been received for the entire order. If Taffarello S.p.A. has agreed not to charge the Client for all or part of the apparatus, it will remain the property of Taffarello S.p.A., subject to subsequent sale to the Client on payment of an amount to be agreed with Taffarello S.p.A. Taffarello S.p.A. denies any liability for deterioration of the printing apparatus due to normal wear and tear. Three years after the last order, the printing apparatus/clichés, even if sold to and paid for by the Client, may be destroyed by Taffarello S.p.A. If the apparatus is provided directly by the Client, Taffarello S.p.A. reserves the right to check its suitability for use with their own production facilities: should the apparatus not be suitable for use, and the Client nonetheless requires it to be used, the Client accepts full responsibility for the result of the printing, including any extra production costs caused by the unsuitability of the apparatus provided. The printing apparatus shall be stored at Taffarello S.p.A. warehouses.

14 - TRADEMARKS: The customer declares to own the rights on the logos, images, trademarks and claims and/or declares to have the authorization to allow Taffarello S.p.A. to reproduce/print these same copyrighted logos and images as per attached documents. The customer expressly waives Taffarello S.p.A. from any liability for claims for direct or indirect damage brought by third parties regarding the use of trademarks, images or slogans subject to copyright or other protection, reproduced on the goods in the order.

15 - MANUFACTURER'S LOGO: Taffarello S.p.A., unless agreed otherwise, reserves the right to place their own logo on the goods produced.

16 - COPYRIGHT: Taffarello S.p.A. reserves the right to use the products supplied for advertising purposes, unless specifically prohibited in writing by the Client.

17 – EXPRESS TERMINATION CLAUSE: Taffarello S.p.A. is entitled to terminate any order at any time, by written notification sent to the Client, in the case of breach of the terms set out in Articles 3, 5, 9, 12 and 14.

18 - COMPETENT COURT: these General Conditions of Sale are governed by the Vienna Convention dated 11 April 1980 and by Italian law where not in conflict with the Vienna Convention mentioned above. In the case of claims or disputes not resolved by amicable settlement, Taffarello S.p.A. elects the Court of TREVISO (Italy) as competent court, without prejudice to their exclusive right to elect a different court if considered more favourable in specific cases, when bringing legal action.