

## General Terms and Conditions of Sale

### **1. Scope of Application**

These General Terms and Conditions of Sale govern any Contract concluded between Ecopack S.p.A. and a Purchaser, with the exemption of different, specific or general clauses, composed by the Purchaser and/or which may appear on the purchase order or other documents of the Purchaser.

Ecopack reserves the right to amend these General Terms and Conditions at any time. The term "Contract" shall apply to the contract of sale concluded between Ecopack – in its capacity as the selling party - and a third party – in their capacity as the buyer - of goods and/or services (hereinafter also referred to as "Supplies"), present or future.

The term "Ecopack" shall apply to any company belonging to the Ecopack group that sells or offers Supplies to the buyer.

"Ecopack group" shall mean any company directly or indirectly controlled by Ecopack S.p.A.

### **2. Offer, information, conclusion of the contract**

No offer is binding on Ecopack unless expressly agreed in writing and the contract only becomes binding once Ecopack has confirmed the order in writing.

Data or information on the quality of products contained in data sheets, brochures and/or illustrated orally are to be considered mere non-binding information.

The same applies to the samples offered.

The sending of the order by the purchaser (sent by e-mail, telephone, fax or post) implies acknowledgement and acceptance of these General Terms and Conditions of Sale published on the website [www.ecopack.com](http://www.ecopack.com) and on the order portal [portal.ecopack.com](http://portal.ecopack.com).

### **3. Orders**

All orders must have a minimum value of €1,500.00, they are irrevocable and must always specify the Ecopack article code, quantity and all elements necessary for the correct identification of the products.

For the supply of customised articles, the purchaser is under obligation to communicate all information about

- technical specifications (size, type, grammage and colour of paper, printing, graphics and pantones);
- the use of Ecopack products in the purchaser's production process.

The release of any documents and/or certifications, as well as the specific indication of origin of the goods, must be requested at the time of the order and accepted in writing by Ecopack S.p.A.; if made later, they shall not be binding on Ecopack which, where possible, reserves the right to provide them against refund of any costs. The inability to grant requests for the release of documentation and/or certifications and/or specific indication of the origin of the goods, made after the acceptance of the order, shall not in any case constitute valid grounds for the cancellation or annulment of the order.

Any subsequent requests to change the order and/or cancellation must be made in writing and shall not be valid unless accepted in the same form by Ecopack S.p.a., which may always reject them and execute the original order. Ecopack S.p.a. may, in any case, suspend the execution of the supply in the event of a decrease in the buyer's solvency. In such case Ecopack S.p.a. may, at its own discretion, suspend the execution of the contract and demand the release of personal or real guarantees or end the contract for breach of contract by the purchaser, pursuant to article 1456 of the Italian Civil Code, requesting the immediate payment of the overdue amounts and invoices due.



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#### 4.Prices, terms of payment, delays

Unless otherwise agreed upon, prices are *Ex Works (EXW)* or ex factory and exclude transport and VAT, which shall be borne by the purchaser together with insurance, shipping, storage and similar charges, commissions, and other taxes and duties.

Any increases in these charges, which come into force after the date of order confirmation, shall be borne by the purchaser and shall be communicated in writing. Should there be increases in the cost of materials, changes in exchange rates or other factors during the course of the supply, Ecopack S.p.a. shall reserve the right to change prices, starting from the dates on which such increases were brought about.

Payments shall be made according to the terms indicated on the order confirmation sent by Ecopack S.p.a.. The payment term is calculated from the date of the invoice and its observance by the purchaser is to be considered an essential element.

Without prejudice to compensation for greater damages, once the agreed payment term has elapsed, interest on arrears shall be charged, without the need for prior notice of default, at the rate provided for in compliance with Article 5 of Legislative Decree no. 231/2002, as well as the expenses incurred for the recovery of the sums. Ecopack may, at its sole discretion, require the Buyer to pay for deliveries in advance.

If the customer fails to abide by the terms and conditions of payment, Ecopack S.p.a. may: demand immediate payment of all receivables with consequent forfeiture of the purchaser's benefit of the term; suspend supplies underway or complete them only against advance payment; withdraw from all further contracts entered into with the customer and interrupt negotiations underway with the same; terminate the contract pursuant to art. 1456 c.c., in which case the purchaser, in addition to having to pay Ecopack S.p.a. the full amount owed to it, shall be required to pay compensation for all damages suffered as a result of the breach of contract.

Without prejudice, however, to the possibility for Ecopack S.p.A. to request the execution of the contract. Ecopack S.p.A. reserves the right to establish a maximum credit limit for the purchaser in relation to the invoices still to be paid. In the event that the overdraft limit is exceeded, Ecopack S.p.A. may block orders and shipments and request the payment of invoices until they fall below the established overdraft limit.

#### 5.Delivery and assumption of risk

Unless otherwise agreed in writing and signed for acceptance by the parties, the shipment of goods shall always be considered *Ex Works (EXW)* or ex factory; the risk of loss of or damage to the goods shall be transferred from the seller to the buyer when the goods are shipped, at Ecopack's factory, before loading. The buyer must have the integrity of the packages and the quantity of the goods ordered checked prior to the collection. Any complaints about the transport must be made directly to the carrier at the time of delivery.

The manner and type of packaging of the delivery shall be agreed upon at the time of order confirmation. Transport insurance shall only be taken out on the express recommendation of the purchaser and at their expense. In the event of force majeure (see below), Ecopack may store the ordered goods at its premises or at a warehouse, at the risk, charges and at the buyer's expense.

If delivery is delayed due to circumstances within the buyer's control, the risks of loss of and damage to the goods shall be borne by the buyer from the moment that Ecopack informs the buyer of the availability of the goods. Without prejudice to their other rights, Ecopack may invoice the storage costs one month after sending the notice of availability of the goods.

In any case, the goods must be collected by 31/12 of the year in which the order was sent to Ecopack S.p.A.. In the event of failure to collect the goods by 31/12, the customer shall be deemed to be in default and, therefore, must pay the price of the goods not collected, as well as, by way of penalty, 10% of the related invoice, without prejudice to the greater damages and the right of Ecopack to have the goods at its disposal, without prior notice.



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## 6. Delivery times, partial deliveries, variations

Ecopack's written confirmation of the order shall be the official document stating the estimated delivery time, with indicative day and delivery time unless Ecopack has guaranteed that they are not binding, as well as the delivery method and quantities supplied.

The delivery may be spread out and the buyer shall be under obligation to accept the goods and pay for the products delivered even if the quantity is less than that ordered. Ecopack is entitled to apply quantity variations of up to 10% of all ordered supplies. If the buyer requests changes after Ecopack's acceptance of the order, the period within which delivery is to be made shall begin only after Ecopack's written acceptance of those changes.

Unless expressly agreed otherwise in writing, fulfillment of the order after the delivery date shall not entitle the buyer to demand termination of the Contract and shall not subject Ecopack S.p.a. to any liability, even for damages.

In the event that the goods are available in stock, the purchaser may request urgent shipment with the following minimum timeline: receipt of order on working day X, goods departure on working day X+2, with transport costs charged to the purchaser in the invoice.

## 7. Validity of product use

The products of Ecopack S.p.a. are not subject to expiry terms. Unless otherwise stated in writing for specific products, physical and performance characteristics are only guaranteed if the products are stored under conditions suitable for their preservation i.e. a temperature range of 20-25°C and related humidity range 40-55%.

The aforementioned guarantee is subject to the clauses set out in these general sales conditions.

## 8. Guarantees and liability

The purchaser shall examine each delivery immediately upon arrival.

Any apparent defects (including damage caused during transport), faultiness of the goods or any other variation from the order must be notified by the buyer to Ecopack within four working days from receipt of the goods, in writing, specifying the defect, faultiness or other variation and the invoice number.

The complaint may only be taken into Ecopack S.p.A.'s care if the goods have been accepted with a reservation to be indicated on the transport document at the time of unloading.

Any hidden defects must be reported in writing within four days of their establishment.

The complaint cannot be handled by Ecopack S.p.A. if the parts returned as defective have been tampered with in any way or not stored in suitable condition.

Goods in respect of which defects have been discovered must be returned to Ecopack, if the latter expressly requests it, with an accompanying delivery note stating the reasons for the return.

There are two types of technical non-conformity of products:

A) Significant but not critical non-conformities that affect the use of the product in a non-serious manner, permitting normal use or with some caution during use.

B) Critical non-conformities which considerably reduce the purchaser's possibility of using the product or render it completely unusable for its intended purpose.

For non-conformities of type A) no claims involving compensation to the customer and/or returns will be accepted.

For type B) non-conformities, complaints involving compensation to the customer and/or returns will not be accepted if the percentage of non-conforming pieces of the reference (calculated as the number of non-conforming pieces out of the total number of pieces delivered for the same reference) is under

- 5% for quantities delivered up to 5,000 pieces
- 4% for quantities delivered from 5,001 up to 10,000 pieces
- 3% for quantity delivered from 10,001 up to 25,000 pieces
- 2% for quantity delivered from 25,001 up to 100,000 items
- 1% for quantity delivered over 100,000 pieces



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The foregoing does not apply for food safety and hygiene nonconformities.

The foregoing applies unless specific arrangements are made in writing in agreement with Ecopack s.p.a. on a case-by-case basis.

If the purchaser fails to abide by this contractual clause, they shall forfeit their right to reject the goods and Ecopack shall be exempt from any liability for alleged defects or incompleteness of the goods.

In any event, Ecopack's liability in respect of the Contract entered with the purchaser, shall not exceed the price of the deliveries that are subject matter of the complaint.

### **9. Communications**

Complaints and objections of any kind must be sent by e-mail to the Ecopack's certified mail address [ecopackspa@pecsicuro.it](mailto:ecopackspa@pecsicuro.it) or to the ordinary mail address [ufficio\\_qualita@ecopack.com](mailto:ufficio_qualita@ecopack.com)

For the purpose of any order and the subsequent contract, the purchaser elects domicile at the place indicated on the title page of the order itself and all communications may be sent to them at that domicile.

### **10. Transfer of receivables**

The purchaser declares to accept as of now, pursuant to and for the purposes of Article 1264 of the Italian Civil Code, transfer, if any, to third parties (e.g. Factoring Company) of the receivables claimed against them by Ecopack, expressly exempting it from any other notifications, bar the confirmation of the transfer by registered letter with return receipt.

### **11. Force majeure**

Ecopack shall not be liable for breaches of contract, delays in performance, or other breaches of contract if such breaches are due to causes beyond its control ("Force Majeure"), including strikes, lockouts, insufficient supply of materials or energy, lack of transportation, and other similar events or circumstances.

This clause shall also apply in the event that Ecopack's suppliers undergo one of these force majeure events. The grace period for delivery, which is to be granted to Ecopack by the purchaser, shall continue until the force majeure event has passed.

### **12. Retention of title**

Notwithstanding the anticipated passing of risk (from the seller to the buyer at the time of shipping of the goods), ownership of the goods remains with the seller and shall not be transferred to the buyer until the amount due on the invoice, including interest and costs, has been settled up.

In the event that the buyer falls behind on payments, taking into account a grace period of 10 working days, Ecopack is entitled to demand the return of the delivered goods or to take back the delivered goods and sell them in their current state (including packaging) to a third party, without this exempting the buyer from paying the invoiced amounts.

### **13. Intellectual property rights of third parties**

The purchaser shall be solely obliged to obtain the release of copyrights relating to the subject matter of the Contract, including, in addition to those relating to the design of the goods ordered, those for the photographic material, samples and finished products, and shall indemnify Ecopack and hold it harmless against all claims, expenses, damages and charges (including legal fees) arising out of any actual or alleged infringement of intellectual property rights belonging to third parties.

Notwithstanding the foregoing, intellectual property rights in any specifications prepared or established by Ecopack, as well as in samples, specimens, models, etc., shall remain the exclusive property of Ecopack.

### **14. Place of performance, place of jurisdiction, applicable law**

The place of performance is agreed to be Ecopack's place of business.

These terms and conditions of sale shall be construed in accordance with Italian law.



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Moreover, the competent Court for the resolution of disputes shall be exclusively that of Turin.  
This Court shall also be competent for proceedings concerning bills of exchange, notarial deeds or cheques.  
However, Ecopack shall also be entitled to choose to sue the purchaser in the competent Court for the latter's place of business.

## 15. Miscellaneous

The contractual obligations incumbent on Ecopack may be honoured by any other company belonging to the Ecopack group, which fulfilment is expressly accepted by the purchaser.

The purchaser shall not transfer any of their contractual rights or obligations without the prior written consent of Ecopack.

Ecopack may withdraw from the contract with immediate effect if the purchaser enters into a settlement agreement with their creditors, is subject to bankruptcy proceedings, is placed into administration, liquidation or has appointed an insolvency administrator.

If any part of any provision of these conditions shall be deemed invalid and/or unenforceable, it shall be deemed unenforceable and shall not invalidate the others, which shall remain in force.  
Ecopack's waiver of any provision hereof shall not be construed as acceptance by Ecopack of any subsequent breach on the part of the buyer.

No modification of these terms and conditions shall be binding without obtaining prior written consent of Ecopack.



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