



STANDARD TERMS AND CONDITIONS OF SALE

Premise

This contract for the production and supply of goods (hereinafter the "Products") - between the seller Italgraf S.r.l. (hereinafter "Italgraf") and the buyer (hereinafter the "Customer") - is governed by the Technical Specifications, the peculiar Contract terms set out in the offer as well as by the Standard Terms and Conditions of contract set out here below.

Hereafter Italgraf and the Customer are jointly defined as the "Parties" and/or individually as the "Party".

1. Terminable irrevocability of the proposal

1.1. Pursuant to and for the purposes of art. 1329 of the Italian Civil Code Italgraf undertakes to maintain the present contract proposal for a period of 30 (thirty) days from the date of receipt of the same by the Customer, unless otherwise agreed and expressly specified in the specific Conditions of Contract.

1.2. No modification to the present contract proposal and to the specific Contract Terms will be valid unless accepted in writing by Italgraf and/or by the Customer.

2. Prices and additional costs

2.1. The prices indicated in the Specific Conditions of Contract do not include services and charges not expressly mentioned (as an example, including but not limited to, they do not include VAT, possible customs duties, costs and exchange fees on foreign currencies, costs for trial tests before production, possible costs for inspections by certifying bodies, any costs for the transport of products when organized by Italgraf).

2.2. These additional costs – to be added to the prices - will be calculated separately solely and exclusively upon prior written request from the Customer.

2.3. All materials and services not clearly specified in writing are considered excluded from prices.

2.4. Any costs for additional services must be previously and separately agreed, always in writing, between Italgraf and the customer.

3. Terms and conditions of payment

3.1. The terms and conditions of payment referred to as "Specific Terms and Conditions" are of an essential nature in the interest of Italgraf.

3.2. Payments are valid only if made upon delivery of the Products directly to the registered office of Italgraf (Mozzate - CO, Via Anna Frank 3/D) unless otherwise agreed and expressly stated in the Specific Conditions of Contract.



4. Limitations to the right to raise objections

4.1. The Customer acknowledges and agrees that, should any dispute arise with Italgraf in relation to the Products, this dispute cannot constitute a reason for suspension, extension and/or modification of the agreed payment terms, pursuant to art. 1462 of the Italian Civil Code.

5. The loss of the favourable term and suspension of deliveries

5.1. The Customer acknowledges and accepts that non-payment of the price (or of an installment of the price, if the possibility of payment by instalments has been expressly agreed upon in the aforementioned Specific Contract Conditions) will automatically result in the loss of the favourable term pursuant to art. 1186 of the Italian Civil Code and will determine the automatic suspension of deliveries of the Products underway.

6. Default interests and monetary revaluation in case of delayed payment or non-payment

6.1. In the event of Customer's failure to comply with the payment terms specified in the aforementioned Specific Conditions of Contract, Italgraf shall be entitled to payment of default interest pursuant to Legislative Decree no. 231 of .10.2002, in addition to monetary revaluation.

6.2. Interests for late payment and monetary revaluation will become automatically effective (without the need for a formal notice) from the day following the expiring date for payment provided for in the Specific Conditions of Contract.

7. Delivery, tolerances and order fulfilment

7.1. The Products will be delivered to the Customer ex works Italgraf (EXW "Incoterms 2017 ICC") on suitable pallets, unless otherwise agreed and expressly specified in the Specific Conditions of Contract.

7.2. Unless different percentages are specified in the aforementioned Specific Conditions of Contract, the contract is also fulfilled with the delivery to the Customer of a greater or lesser quantity of products than agreed, provided that it is within a maximum tolerance of 5%.

7.3. If, in the aforementioned Specific Contractual Conditions, activities by the customer are agreed (including but not limited to: supply of materials to be processed, sending of files, approval of printing proofs) delivery times of the products to the Customer will be subordinated to compliance by the Customer with the times for the performance of these activities.



8. Materials supplied by the Customer and related quantities

8.1. If in the aforementioned Special Conditions of Contract it is agreed that the Customer must provide Italgraf with semi-finished materials to be processed, the Customer undertakes to send in advance to Italgraf an exact sampling of these materials to allow Italgraf to verify the costs and feasibility of the project and to accept in writing the project itself.

8.2. If the Customer does not send said sampling or it is different from the materials then actually supplied for production, Italgraf reserves the right to verify the costs and the feasibility of the project before starting each production and, if appropriate, to reject it. It is expressly agreed between the Parties that in no case the receipt of semi-finished materials and / or samples of such materials for processing will constitute and/or be construed as Italgraf's tacit acceptance to carry out the project.

8.3. All costs incurred for the verification activities indicated in articles 8.1. and 8.2. shall, in any case, be borne by the Customer who accepts as of now the debit and the relative invoicing according to the terms and conditions indicated in the Specific Conditions of Contract.

8.4. In the case provided for in art. 8.1. the Customer undertakes - due to unavoidable production waste - to supply Italgraf with a surplus quantity of materials according to the percentages indicated in the specific Contractual Conditions.

8.5. If such excess supply does not occur, the Customer acknowledges and agrees that Italgraf will not be able to guarantee delivery of Products in the required quantity and that the order will be deemed as fulfilled, expressly exonerating Italgraf from any responsibility in this regard.

8.6. In any case, the materials supplied by the Customer must show on the packaging (for example, but not limited to, pallets, cartons, boxes, etc.) specification, among other things, of the exact quantity contained. Otherwise, the Customer acknowledges and agrees that Italgraf will not be able to guarantee delivery of Products in the required quantity and that the order will be deemed as fulfilled, expressly exonerating Italgraf from any responsibility in this regard.

9. Retention of title

In compliance with the provisions of Legislative Decree no. 231/2002 as well as by art. 1523 of the Italian Civil Code, Italgraf will retain ownership of the Products delivered until they are fully paid and payment of any possible related additional costs has been made by the Customer.



10. Delays

10.1. Italgraf's delays in the delivery of the Products due to force majeure (including but not limited to, strikes, wars, natural disasters, etc ...) and / or events not attributable to Italgraf (including but not limited to, delays or non-deliveries by suppliers, of any kind, and for any reason) shall not allow the Customer in any case to request the termination of this contract and / or compensation for direct or indirect damages due to delayed delivery .

11. Transport at the Customer's own risk

11.1 Unless otherwise expressly agreed in the aforementioned Specific Conditions of Contract, the Products are always carried at Customer's own risk and peril, even if transported by means provided by Italgraf.

12. Complaints

12.1. Any complaints of non-conformity of Products delivered to the Customer - accompanied by reasons for the nature of such non-compliance and a copy of the transport documents relating to said Products - must be raised by the Customer and sent to Italgraf by registered letter with return receipt and /or by e-mail PEC, in writing and under penalty of forfeiture, within 8 (eight) days from the date of delivery of the Products. After this time has elapsed without Italgraf having received any claim, the Customer loses the right to raise claims of non-compliance of the Products and the entire supply will be deemed accepted by the Customer in an unconditional and irrevocable way.

12.2. The Products for which a claim of non-conformity has been raised must be returned to Italgraf within 15 (fifteen) days from the date of delivery of such Products to the Customer, for verification as appropriate, it being understood that the supply for the remaining part of uncontested Products shall be deemed accepted. In default, the Products not returned on time will be deemed accepted by the Customer unconditionally and irrevocably.

13. Uncollected products, storage and related costs

13.1. Products not collected by the Customer on the agreed delivery date will be charged and invoiced anyway and will remain available to him for a period of 30 (thirty) days.

13.2. The storage of said Products will be free of charge for 10 (ten) days from the agreed delivery date. After this period, the "Customer" will be charged a daily cost of € 0.50 (Euro zero / fifty), VAT excluded, for each single pallet used for storage.

14. Customer's prior authorization to destroy the Products

14.1. In case of non-collection of the Products within 3 (three) months from the agreed delivery date, the Client hereby - any exception removed in this respect- authorizes "Italgraf" to destroy said Products, with consequent charging and invoicing for this activity.



15. Guarantees

15.1. Italgraf guarantees that the Products are free from faults and / or defects.

15.2. Italgraf Products are guaranteed for 18 months from the date of delivery and provided that:

(i) they are still intact and only tested (no more than 2% of the total area).

(ii) they have been stored at a temperature between + 5 ° / + 40 ° in a non-humid environment.

The Parties agree to proceed in a contradictory manner to ascertain the conditions set out in points (i) and (ii) above.

15.3. The warranty expires immediately upon use by the Customer, including sales intended for subsequent use.

16. Information and consent

16.1. The Customer expressly authorizes Italgraf to process any personal data that Italgraf may come into possession of in execution of this contract, pursuant to the Italian Privacy Law and undertakes to process them in accordance with EU Regulation 2016/679 of 27.4.2016 once it becomes applicable in all EU Countries.

17. Notifications

17.1. All communications between the Parties pursuant to this contract shall be made by registered letter with return receipt or by e-mail PEC to the following addresses:

(i) with regard to Italgraf:

ufficiocommerciale@italgrafsrl.it;

e-mail PEC: italgraf@itpec.it; is

(ii) as to the Customer:

[●];

PEC e-mail: [●].

17.2. Each Party may change the address to which notifications or other communications must be sent, by notifying the other Party of such change of address as provided for in this article.

18. Miscellaneous

18.1. Should any article of this contract be considered invalid or ineffective, such defect will not result in the invalidity of the remaining articles of this contract, which will continue to be in full force and effect.

18.2. Possible tolerances of even repeated breaches by each Party of obligations arising from or resulting from this contract can never constitute precedent, nor affect the validity of the other clauses of this contract or those infringed.

18.3. This contract cancels and replaces any other previous agreement or negotiation that



may have occurred between the Parties and constitutes the only existing agreement between the Parties.

19. Applicable law

19.1. With regard to the formation, existence, validity, execution, interpretation, amendment and termination of this contract or of any of its provisions, Italgraf and the Customer - pursuant to and for the purposes of art. 3, paragraph 1, of the Regulation (CE) n. 593/2008 - indicate Italian law as the only law applicable to this contract.

19.2. Pursuant to and for the effects of art. 6 of the United Nations Convention on the International Sale of Goods (Vienna Convention of 11 April 1980) Italgraf and the Customer exclude the application of this Convention to this contract.

20. Exclusive jurisdiction

20.1. In order to resolve any dispute that may arise in relation to the formation, existence, validity, execution, interpretation, amendment and termination of this contract or of any of its provisions, Italgraf and the Customer expressly indicate the Court of Milan (Italy) as the exclusive court of jurisdiction.

Done, read and signed.

Italgraf S.r.l.

Customer

Pursuant to and for the purposes of Articles 1341 and 1342 of the Civil Code, the Customer expressly declares to have carefully read and to approve specifically the provisions contained in the following articles: Art. 1 (Terminable irrevocability of the proposal), Art. 2 (Prices and additional costs), Art. 3 (Terms and conditions of payment), Art. 4 (Limitations to the right to raise objections), Art. 5 (The loss of the favourable term and suspension of deliveries), Art. 6 (Default interests and monetary revaluation in case of delayed or non-payment), Art. 9 (Retention of title), Art. 10 (Delays), Art. 11 (Transport at risk of the Customer), Art. 12 (Complaints), Art. 13 (Products not collected), Art. 14 (Authorization to destruction), Art. 16 (Information and consent), Art. 19 (Applicable law) and Art. 20 (Jurisdiction).

Italgraf S.r.l.

Customer