

# ITALIANA CORRUGATI

TUBI PE PER CAVIDOTTI - DRENAGGI - FOGNATURE



## GENERAL SALE CONDITIONS

### 1 - GENERAL PROVISIONS

These general sales conditions apply to all sales of Products marketed by Italiana Corrugati and apply to any and all sales between Italiana Corrugati and the Client. General conditions of purchase of the Client do not apply, unless otherwise agreed in writing. Following the conclusion of the first sales contract with the Client, these general sales conditions shall apply to all subsequent sales even if not expressly referred to in the quotation, order or order confirmation.

Payment, partial payment or takeover of the Products always implies the Client's unreserved acceptance of these general sales conditions, including for future sales.

These general sales conditions shall remain valid until substituted or amended by new written general sales conditions, and Italiana Corrugati reserves the right to amend and/or vary these general sales conditions at any time.

In the event of any inconsistency between these general sales conditions and the terms contained in the individual sales contracts, the latter shall prevail.

### 2 – CONCLUSION OF THE SALES CONTRACT

A sale contract is concluded once the offer is accepted by the Client (including by signing the proforma invoice or making even partial payment thereof) or the order is confirmed by Italiana Corrugati in writing. Lack of confirmation of the order from Italiana Corrugati entails rejection of the same.

The offer is binding for Italiana Corrugati only for the period of time expressed in the same, the accompanying communication or the documentation attached thereto, however Italiana Corrugati reserves the right to withdraw an offer not yet accepted by the Client even before the deadline specified therein in the event of significant and unforeseeable changes in the prices of raw materials, energy costs or transport costs, and/or circumstances beyond its control, or in the event of force majeure rendering the performance of the offer impossible.

The accepted offer and the confirmed order may not be cancelled or amended except by express written agreement, subject to the provisions of Article 3 below.

### 3 - PRICE

Unless otherwise agreed in writing, the price of the supply is exclusive of VAT, transport costs, taxes and duties and is fixed for collection/deliveries effected within 30 days of conclusion of the sales contract. In case of collection/deliveries exceeding said term, Italiana Corrugati shall have the right to revise the price according to market changes (e.g. price of raw materials, energy, transport costs, etc.).

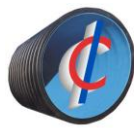
Italiana Corrugati reserves the right to revise the prices of the sales contract also before the term of 30 days of collection/delivery in case significant changes in the costs of raw materials, energy, or transportation occur, or, in any case, if market conditions change to such an extent that fulfilling the order would become excessively burdensome for Italiana Corrugati. In such a case, the Client shall have the right to cancel the order if it deems it unacceptable to accept the price change.

### 4 - TERMS OF DELIVERY

Delivery of the Products shall be made according to the INCOTERMS® 2020 agreed within the sales contract.

Italiana Corrugati reserves the right to make partial deliveries.

The delivery times stated in the order confirmations are purely indicative. Italiana Corrugati will promptly notify the Client of any delays in delivery times and propose a new date of delivery. In case the delay exceeds 15 days of the delivery date originally set, the Client will have the right to terminate the sales contract and receive reimbursement of any sums paid. Unless otherwise agreed, and except in cases of wilful misconduct or gross negligence, any delays in delivery do not entitle the Client to claim compensation or penalties.



# ITALIANA CORRUGATI

TUBI PE PER CAVIDOTTI - DRENAGGI - FOGNATURE



Regardless of the Incoterm chosen, Italiana Corrugati is never responsible for delays attributable to the carrier. Any damage to the Products occurring during transport must be reported directly to the carrier at the time of delivery and noted on the transport documents.

In case collection of the Products is on the Client, failure to collect the goods within the agreed time frame will entitle Italiana Corrugati, following 15 days from the date of non-collection, to claim storage costs from the Client until the date of actual collection or to sell the Products to third parties, without prejudice to the right to retain, by way of offset, any sums received from the Client as payment, including any advance payments, as compensation for any loss of profit.

Regardless of the Incoterm chosen, the risk passes to the Client as soon as the Products leave Italiana Corrugati's premises.

The Client undertakes to comply with the prohibitions and restrictions imposed by current European Union legislation on transport as a consequence of the Russian-Ukrainian conflict.

## 5 - INVOICING

Invoices will be issued by Italiana Corrugati in compliance with the applicable legislation. The Client shall promptly inform Italiana Corrugati of any changes in the invoicing data. Changes communicated following issuance of the invoice will not be accepted and will eventually be applied starting from the following invoice.

## 6 - TERMS OF PAYMENT

Payments must be made in accordance with the terms specified in the invoice and the sales contract. Should the payment method not have been agreed within the sales contract, payment is due immediately at its conclusion.

In the event of late or non-payment of any invoice due to Italiana Corrugati or any of the affiliate companies of System Group, a deterioration in the Client's creditworthiness or financial reliability, the Client being subject to enforcement or insolvency proceedings, or the failure to grant or renew the Client's credit insurance or the guarantees provided by the Client, Italiana Corrugati reserves the right to:

- suspend deliveries of orders in progress
- cancel orders not yet fulfilled
- require advance payment for current orders

In any case, late payments shall automatically incur delay interest as provided for by Legislative Decree 231/2002, increased by 8 percentage points.

## 7 - RESERVATION OF TITLE

Pursuant to Article 1523 of the Italian Civil Code, the Products supplied remain the property of Italiana Corrugati until full payment of the price has been made. The loss of the Products during transport does not exempt the Client from their obligation to pay.

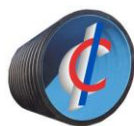
Failure to pay the price entitles Italiana Corrugati to recover its debt even if the goods have been incorporated or installed within more complex structures and separation is impossible or have been sold to third parties. In this case, Italiana Corrugati's right to satisfaction extends to the value of the goods resulting from the incorporation or installation in proportion to the quantity of the Products incorporated or installed, as well as to the proceeds from the sale of the Products to third parties.

## 8 - LINE OF CREDIT AND CREDIT INSURANCE

When payment is not effected in advance or prior to delivery of the Products, the conclusion of the sale contract may be subject to the granting of a line of credit by Italiana Corrugati's credit insurance company or following an internal assessment by Italiana Corrugati.

Italiana Corrugati reserves the right to reduce or revoke such line of credit at any time.

That be the case, Italiana Corrugati may derogate to the payment terms agreed in the sales contract and require the Client to pay for the Products immediately or to provide adequate bank guarantees, failing which



# ITALIANA CORRUGATI

TUBI PE PER CAVIDOTTI - DRENAGGI - FOGNATURE



the order will be suspended until payment has been made or the guarantee provided, and eventually cancelled if the Client fails to comply with the request.

## 9 – NO ASSIGNMENT

The Client may not assign or transfer the sales contract to third parties unless they prove to Italiana Corrugati that the assignor or transferee is fully creditworthy and the transfer or assignment has been expressly agreed in writing by Italiana Corrugati.

## 10 - WARRANTY

Italiana Corrugati warrants that its Products comply with the technical specifications set out in the accompanying product documentation. Warranty terms for each Product run from delivery.

Any claims must be communicated to Italiana Corrugati in writing, providing an accurate description of the defect or non-conformity raised by the Client, including photographic or video evidence whenever possible. Italiana Corrugati reserves the right not to accept complaints that do not include the information specified above.

Claims must be received:

- within 8 days of delivery for apparent defects or non-conformities (e.g. quantity, type, size, colour)
- within 8 days of discovery for defects not immediately detectable.

Any claim received after the above deadlines will result in the forfeiture of the warranty.

Italiana Corrugati will examine the claim received and, in the event of non-conformity attributable to manufacturing defects, will, at its discretion, arrange for the total or partial replacement of the Products or a total or partial refund of the price. Costs of removal or disposal of the defective Products is not covered by this warranty. Substitution of the Product does not entail extension of renewal of the warranty.

The warranty does not apply in case of issues due to wear and tear, wrong installation, improper use, maintenance or storage of the Products.

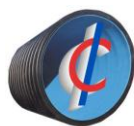
The warranty contained in this article supersedes and excludes the applicability of any other statutory or legal warranty, and the remedies provided herein are the only applicable ones and supersede any other remedy.

## 11 – FORCE MAJEURE

Italiana Corrugati shall not be liable for delays or for partial or total failure to fulfill its obligations, or for the failure of its suppliers, carriers, or freight forwarders, in the event of circumstances beyond its control, including natural disasters (earthquakes, floods, hurricanes, tornadoes, landslides, avalanches, etc.), epidemics, pandemics, strikes, lockouts, riots, wars (whether declared or not), market crises, unavailability of raw materials, energy crises, suspensions or interruptions in energy supplies, logistical or transportation difficulties not attributable to Italiana Corrugati, decisions by authorities at any level affecting plant productivity, and any other unforeseeable event beyond Italiana Corrugati's control. For the purposes of this clause, wars or riots ongoing at the moment the contract of sale is concluded shall be considered a force majeure event and shall in any case exclude the responsibility of Italiana Corrugati for delayed or failed performance of its obligations and well as allow Italiana Corrugati to adjust the prices as per the paragraph below.

In case a force majeure event occurs making performance of the contractual obligations impossible or extremely burdensome for Italiana Corrugati., Italiana Corrugati will promptly inform the Client and any terms for performance of Italiana Corrugati's obligations shall be extended for a period of time equal to the time the force majeure event lasts. Should the force majeure event last for an excessive period of time the Italiana Corrugati may terminate the order or revise the price to adjust the imbalance that made it excessively burdensome provided that Client shall have the right to refuse such adjustment and terminate the order. In any case, no compensation for any direct or indirect damages shall be due to Client due to termination for force majeure.

## 12 - LIMITATION OF LIABILITY



# ITALIANA CORRUGATI

TUBI PE PER CAVIDOTTI - DRENAGGI - FOGNATURE



Unless otherwise provided for by applicable law, and with the exception of cases of wilful misconduct or gross negligence, Italiana Corrugati's maximum liability in all other cases shall be limited to the amount payable under Italiana Corrugati's civil liability and product liability insurance policies, depending on the type of claim, or, in the event that insurance cover is not applicable, to the value of the goods supplied.

### 13 - APPLICABLE LAW AND JURISDICTION

These General Conditions and the specific supply contracts, are construed according to the Italian Law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Any dispute arising or concerning the existence, applicability and performance of these General Conditions or of the sales contracts disciplined by these conditions shall be resolved by a single arbitrator appointed according to the ICC Rules of Arbitration and deciding according to said Rules. The venue of the arbitration shall be Milan unless the parties agree to hold the arbitration hearing from remote to the extent this is permitted by said Rules. The language of the arbitration shall be English.

Italiana Corrugati shall however be entitled to initiate proceeding against Client at its unquestionable judgment in front of the Courts of the place where Italiana Corrugati has its legal seat or the place where Client has its legal seat.

### 14 - PRIVACY

Italiana Corrugati acts as Data Controller pursuant to EU General Data Protection Regulation no. UE 2016/679 (GDPR). The processing of personal data by the Data Controller is carried out for the following purposes: a) the management of pre-contractual, contractual and after-sales support activities; b) compliance with legal obligations in the areas of taxation and accounting, and the prevention of fraud, non-compliance and/or insolvency; c) the management of disputes; d) sending further communications following the purchase of a product and/or service; e) marketing and sharing the client's personal data with companies within the "System Group". Clients may freely give their consent, which may be withdrawn at any time. The Client may exercise the rights referred to in Articles 15 et seq. of the GDPR, within the limits set out in the Privacy Code, including the right to file a complaint. The data will be retained solely for the time necessary to fulfil the specified purposes. Further details are available in the full privacy policy published on Italiana Corrugati website <https://tubi.net/en>

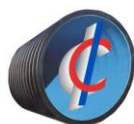
### 15 - COMPLIANCE AND 231 MODEL

Acceptance of these general conditions of sale entails acceptance of Italiana Corrugati's Ethic Code and Organizational Model pursuant to Legislative Decree 231/2001 as available at <https://tubi.net/en>. Acceptance of Italiana Corrugati's Ethic Code and Organizational Model is of essence and the Client undertakes to carefully read them and comply with any of the provisions contained therein. More in detail, by accepting these general conditions of sale the Client accepts and undertakes to a) comply with Italiana Corrugati's importance of the Organizational Model pursuant to Legislative Decree 231/2001 in promoting and implementing an ethical, safe and respectful workplace; c) report to Italiana Corrugati any violation of the Code of Ethics and the Organizational Model 231 they may become aware of. Italiana Corrugati reserves the right to take appropriate measures in case of violations of its Code of Ethics or Organizational Model including termination of any relationship or contract.

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### RESTRICTIVE CLAUSES

Pursuant to Articles 1341 and 1342 of the Civil Code, acceptance of the present General Terms and Conditions of Sale by Customer entails express acceptance of the terms set out in the following articles: 1) General provisions, 2) Conclusion of the sales contract, 3) Prices, 4) Terms of delivery, 6) Terms of payment, 7) Reservation of title, 8) Line of credit and credit insurance, 9) No assignment 10) Warranty, 11) Force Majeure, 12) Limitation of liability, 13) Applicable law and jurisdiction.



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