



**GENERAL CONDITIONS  
PACKAGING SALES**

**- Rev. 3/2022 -**

## **1. CONTRACT**

The following terms and conditions ("General Conditions") regulate the sales of finished or semi-processed packaging, valves and bulk products ("Products") between the GOGLIO S.p.A. seller ("Seller") and any Purchaser. Any agreements conflicting with these General Conditions will only apply if expressly accepted in writing by the Seller.

Every Order/Job Order issued by the Purchaser is subject to written acceptance ("Confirmation") by the Seller and the sales contract ("Contract") is intended completed, binding the parties, when the Purchaser receives Confirmation.

Confirmation sent by the Seller defines and lists all Contract conditions and final and binding content, fully replacing the Order/Job Order. Should the Confirmation contain supplements, restrictions or changes to the original Order/Job Order, the Purchaser's consent to these variations is intended tacitly given, unless disputed in writing received by the Seller within 48 business hours from Confirmation receipt. Failure to dispute the Confirmation is intended as the Purchaser's full acceptance of the General Conditions which exclusively regulate the Contracts and which, in any case, shall take precedence over any purchase conditions proposed by the Purchaser.

Delivery of invoice against the Order/Job Order to the Purchaser, even prior to written confirmation receipt, shall, in any case, complete the Contract.

## **2. PAYMENT**

The Purchaser must pay the price of the Products to the bank account indicated by the Seller, case by case. The Purchaser hereto accepts that the Seller can nominate a third party as the sole individually authorized to receive payment to settle the relationship, whose information shall be promptly communicating in writing to the Purchaser.

Prices of Products quoted in the Order Confirmations issued by the Supplier are based on the costs as applicable at the time the offer is accepted by the customer. The Supplier reserves the right to adjust the price referable to the lots to be delivered to the Customer as may be necessary taking into account of any increase in costs, direct or indirect (i.e. raw material, energy, transport) involved in the production of the goods where such costs are sustained by the Supplier at a later stage after the acceptance of the order.

## **3. FAILURE TO WITHDRAW GOODS**

Should prepared goods, even lots, not be physically shipped for reasons independent of the Seller, fifteen days from "goods ready and in stock" notice sent in writing to the Purchaser, the Seller has the right to charge the Purchaser late payment interest as of the date the "goods ready and in stock" notice is received, at 12 month Euribor 365 interest rate on that date, increased by 2%. For delays over sixty days from receipt of the "goods ready and in stock" notice, the Seller shall have the right to unilaterally terminate the contract and withhold, as indemnity, any amounts paid by the Purchaser, plus any indemnifiable additional damages.

The Seller shall have the right to all legal recourse regarding the Purchaser's default.

#### 4. WARRANTY

The Seller shall only provide the Purchaser with a warranty covering product conformity flaws and/or defects for **twelve months from the first date** of shipment. The warranty shall exclusively cover, the replacement or repair, at the Seller's discretion and expense, of the amount of goods with factory defects.

Goods to be replaced shall be shipped "ex-works" as per Incoterms 2000 conditions. The Seller shall replace or repair Products as soon as possible, evaluated case by case, and shall have the right to request the Purchaser to return the defect Products to be replaced. The warranty does not cover worn Products due to poor maintenance or for incorrect and/or improper handling or manoeuvres by the Purchaser's personnel, to contact with acuminated and/or abrasive or inadequate materials/objects or to storage, packaging and sealing negligence since not attributable to the Seller.

The warranty shall be null and void in the event devices or substances not approved in writing by the Seller are applied, even temporarily, to goods and when goods supplied by the Seller have been modified without the Seller's express consent.

The Seller shall not be liable, unless pursuant to law, for damages caused by any Product defects or, in any case, all additional damages including, for example, those derived from missed or reduced industrial production, indirect and consequential damages as well as those consequent to Contract termination.

The warranty is subject to written Product quality flaw/default claim, communicated to the Seller within **8 days** of discovery by the Purchaser as well as express warranty service request, or is null and void.

#### 5. CONTRACT TERMINATION OR SUSPENSION

The Seller shall have the right to suspend and/or terminate the Contract, effective immediately and at his discretion, upon simple written communication to the Purchaser in the following situations:

- a) in the event of Purchaser default on price payment and/or down payment; or
- b) should the Purchaser be subject to bankruptcy proceedings, or in the event his financial situation drastically changes, jeopardizing payments (i.e.: bounced checks, outstanding payments, overdrawn accounts, injunctions, seizures and similar).

#### 6. DISPUTES

Any disputes on the execution of this Contract and/or quality and quantity of goods supplied shall not give the Purchaser the right to suspend or delay payments due at

due dates. The Purchaser shall have the right to have the Contract suspended for suitable reasons directly attributable to the Seller, upon the Seller's consent.

## 7. TOLERANCES AND QUANTITY

In this respect, sales by weight, number and linear meters must be related to the surface produced and therefore to square meters.

a- For jobs of easy execution (simple subjects, limited number of working phases) it applies the following scaled tolerances for each single printing subject:

- for quantities over 40.000 sq. meters +/- 10%
- for quantities from 25.000 to 39.999 sq. meters +/- 15%
- for quantities from 15.000 to 24.999 sq. meters +/- 20%

b- For quantities lower than 15.000 sq./meters or for jobs with high complexity above tolerances will be agreed each time on the basis of higher percentages and in any case not lower than +/- 20%.

## 8. SELLER'S RESPONSIBILITIES

Should goods shipment be significantly delayed for reasons attributable to the Seller, the Purchaser who has demonstrated to have suffered damages may request, as full compensation and waiving any other rights and claims, indemnity equal to 0.5% for each week, with a 30-day deductible. In any case, the overall amount of the indemnity may never exceed 3% of the amount invoiced on the part of supply subject to production/delivery delay. This limit is the maximum liability limit and, therefore, compensation due by the Seller to the Purchaser against any Seller default on the Contract.

Any other settlement and reimbursement for additional damages are expressly excluded. The Seller shall not be liable for damages due to missed or reduced production or indirect and consequential damages.

## 9. DISPUTES-- APPLICABLE LAW

All disputes derived from this sales contract shall be submitted to a Board of Arbitration made up of three arbiters. Arbitration shall be held in Milan and regulated by the Regulations of the Arbitration Chamber of Milan. Arbitration shall be held in Italian. The Seller shall have the right to file legal proceedings at the Court of jurisdiction of its offices or factory, or in the one where the Purchaser's offices are located, for precautionary and/or urgent provisions.

The Contract is regulated by Italian Law.

## 10. TECHNICAL IMPROVEMENTS

The Seller reserves the right to make the technical/aesthetic/functional changes he deems necessary to improve the use of Products ordered by the Purchaser.

## 11. FORCE MAJEUR

Force majeure means any unexpected action and/event, independent of the contract parties' direct will, out of their control and without prompt adequate solution (i.e.: war, terrorist acts, revolt and rebellion, shipping and/or custom's strikes, communications breakdowns, embargo, fire, sabotage, calamity or adverse natural events such as snow storms, landslides, flooding, gas leaks, impedimental provisions by government or tax or customs authorities, suspension of raw material, equipment, electrical or fuel supply and labor.

When a force majeure event occurs, the parties' obligations that cannot be fulfilled due to these causes are considered automatically suspended, without penalties, for the duration of the force majeure situation. The parties agree to undertake initiatives in their power to attempt to ensure the routine fulfilment of their obligations as soon as possible.

Should the parties not be able to provide services for a period of time over six months due to the persistence of force majeure causes, they shall meet to adopt suitable decisions on the Contract.

## 12. CONFIDENTIALITY – INDUSTRIAL PROPERTY RIGHTS

The Purchaser must keep all information of technical nature (i.e.: drawings, technical diagrams, documents, formulas and correspondence in general) received from the Seller and, in any case, acquired during the execution of the Contract, confidential. The Purchaser is required to fulfil this obligation for three years from the date the Purchaser receives the last lot of sold Products.

Any industrial or intellectual property rights regarding the sold Products shall remain the exclusive property of the Seller.

## 13. PAYMENT DELAYS

In the event of payment delays from the dates set in invoices, the Purchaser shall be automatically in default and the Seller shall have the right to charge the Purchaser late payment interest at the rate set by the Legislative decree 192/2012 (BCE reference rate + 8% surplus).

## 14. MISCELLANEOUS

Any sudden total or partial inapplicability of any clause in these General Conditions does not jeopardize the validity of the other clauses.

Data listed in offers, catalogues, bulletins and advertisements such as weights, prices, timing, delivery schedules, etc. are purely indicative and do not bind the supplier/seller in any way.

## 15. DATA PROTECTION

In compliance with Article 13 of European Regulation 2016/679 (GDPR) GOGGIO S.p.A., as Data Controller, informs the Purchaser that the personal data acquired with reference to the commercial relations established will be processed in compliance with the abovementioned regulation.

The Information document required by the above mentioned art. 13 GDPR, is attached to the present contract: with the acceptance of the present General Conditions the Purchaser declares to have received and read the Information document issued by GOGGIO Spa, as provided by art. 13 GDPR.

The Data Controller is GOGGIO S.p.A. via Solari 10 Milano, 20144, telephone no. 0039 02 480431- [privacy@goglio.it](mailto:privacy@goglio.it)

For further details, the Goglio Group Privacy Policy is available at:  
<https://www.goglio.it/en/privacy-declarations/>

## 16. Legislative Decree 231/01 – CODE OF ETHICS

The Purchaser states that they have read and are aware of GOGGIO S.p.A. "Model 231" in accordance with Legislative Decree 231/01 on the administrative liability of the employer for offences committed by directors, employees and/or outsourcers, and the relative Code of Ethics.

The Code of Ethics is available to the Purchaser at: <https://www.goglio.it/go-cont/uploads/2022/01/code-of-ethics.pdf>

The Purchaser is also entitled to ask GOGGIO S.p.A. for a paper copy at any time.

Failure by the Purchaser to comply with this obligation shall constitute serious breach of contract and entitle GOGGIO S.p.A. to terminate the contract with immediate effect, in accordance with article 1456 in the Italian Civil Code, without prejudice to the right to claim further compensation.

The Purchaser \_\_\_\_\_  
(stamp and signature of the legal representative)

The Purchaser states to expressly accept, pursuant to Civil Code art. 1341 and subsequent, clauses 3 (Failure to withdraw goods), 4 (Warranty), 5 (Contract termination or suspension), 8 (Seller's responsibilities) and 9 (disputes and applicable law) in these General Conditions.

The Purchaser \_\_\_\_\_