



## GENERAL CONDITIONS OF PURCHASE

### 1. SCOPE OF APPLICATION

These General Conditions of Purchase are an integral part of all orders/contracts concerning the supply of goods, services, products or processings commissioned by **Brianza Plastica S.p.A.** to any supplier.

The General Conditions of Purchase are fully accepted at the time of placing the order or, at the latest, at the time of acceptance of the supply.

Any modification or derogation to the order conditions and the general conditions of purchase shall be contractually valid only if confirmed in writing by a regular order modification issued by **Brianza Plastica S.p.A.**

### 2. ORDERS AND CONFIRMATION

The order shall still be understood as accepted even if not signed by the Supplier, failing disputes or different written counter-proposals sent by the Supplier and received by Brianza Plastica S.p.A. within 7 working days from the sending of the order by email. For this purpose, the sending of the order to the Supplier's address indicated at the time of setup qualification or in subsequent written communications shall be valid. Execution of the supply by the Supplier shall in any case be construed as tacit acceptance of these conditions and of the specific ones indicated in the order. Any counter-proposal shall only be valid if accepted pursuant to Article 1326 of the Italian Civil Code.

### 3. REFERENCES, DELIVERY DOCUMENTS

All communications and documents relating to the supply shall contain the following indications: unit of destination, number and date of the order/contract.

Shipped goods must be accompanied by a delivery note or regular invoice.

The delivery note or invoice must contain the following information: company name, name of goods, quantity, advance payment or balance of supply, date of shipment, number and date of the order/contract, number of packages and any other necessary information.

If expressly requested, the goods must be accompanied by the relevant technical documentation (e.g. certificate of analysis, declaration of conformity, EC declaration of conformity, user and maintenance manuals, etc.).

### 4. PRICES

Agreed prices are understood to be fixed and therefore not susceptible to increases or decreases, regardless of any variations in the prices of materials, labour costs, and fluctuations in foreign currency exchange rates against the Euro that may occur during the execution of the order/contract.

In the event that the information contained in the invoice and/or in the documentation accompanying the goods is incomplete or inaccurate, payment of the relative invoices shall be suspended until the Seller remedies the situation.

### 5. DELIVERY TERMS

Delivery terms are DDP (Incoterms 2010). Deliveries shall be made within the terms set out in the order. If delays occur that are not due to causes recognised as force majeure, **Brianza Plastica S.p.A.** shall be entitled to provide for the supply in another way, cancelling the order or the part of it affected by the delay, and reserving the right to claim for damages. This is without prejudice to the right to compensation for greater damages, as well as the right of Brianza Plastica S.p.A. to cancel the order/contract in the event of a delay of more than 15 days for reasons directly attributable to the supplier.

### 6. CAUSES OF FORCE MAJEURE

The occurrence of a force majeure event that could justify a delay in the confirmed delivery date must be reported by the supplier.

To this scope force majeure events shall be considered as unforeseeable events such as, but not limited to: earthquakes, cyclones, floods, fire and other natural disasters, or epidemics, wars, coups, riots, revolts and other warlike hostilities, acts of terrorism, expropriation, confiscation, embargo, state or governmental actions and bans, national strikes and lockouts. Under no circumstances shall delays by subcontractors be considered as a force majeure event.

If the delay, even if attributable to force majeure, lasts for more than three months, **Brianza Plastica S.p.A.** reserves the right to cancel the order, without anything being owed, with the right to reimbursement of any deposits paid in advance to the Supplier.

### 7. DELIVERY NOTES - PACKAGING



## GENERAL CONDITIONS OF PURCHASE

All goods must always be accompanied by the Transport Document as required by current legislation, this document will be considered essential for the completion of the order/contract. Each transport document shall refer to the goods of a single order and shall contain all the references required by article 2. In addition to the data required by law, the Delivery Notes must always indicate the P.O. numbers and/or other data required by the internal quality procedures of Brianza Plastica S.p.A. The document must indicate whether it is an initial delivery or a delivery of the balance, and in the case of a return after processing and the like, it must report the details of the original document issued by **Brianza Plastica S.p.A.**

The packaging must be appropriate to the material supplied and to the expected means of transport; therefore, the supplier shall be liable for all damage caused by packaging defects.

### 8. SAFETY REGULATIONS

The ordered material must be supplied complete with all the technical documentation for installation, assembly, use, operation and maintenance, including safety certifications validations, toxicological datasheets and/or waste classification required by current legislation or by the order/contract. This documentation shall be an integral part of the supply.

The packaging of toxic and/or hazardous goods must be marked as required by the applicable laws, indicating the kind of danger and/or toxicity of the contents. These markings must be affixed in a clear and indelible manner. The Supplier shall comply with the current safety regulations for the transport of such goods, and shall take all necessary measures to ensure proper handling and storage of the goods.

If the documentation sent is incomplete and/or does not comply with the order/contract or with the applicable regulations in force, including technical regulations, payment of the invoices, even for subsequent supplies, may be suspended until the complete, correct and appropriate documentation is received.

### 9. ACCEPTANCE AND TESTING

The Supplier declares that the delivered materials are free from flaws or defects, including hidden, design or manufacturing defects and that they conform to what is specified in the order. For all orders, Brianza Plastica S.p.A. has the right to verify this declaration with any means and test. Supply of orders that specifically ask for technical documentation travelling with the incoming supply or a test, shall be subject to such tests for acceptance.

Brianza Plastica S.p.A. has the right to carry out inspections on the Supplier's quality system and/or to request copies of the relative manuals and certifications, if expressly requested by the final customer.

The tests must be carried out by the Supplier, at its own expense, in compliance with the order/contract and in accordance with the legal provisions. In the event of joint tests, the plan shall be sent at last 7 days in advance.

The Supplier shall be responsible for all approval/testing procedures or authorisations required by law. The original and complete test certifications must be issued to Brianza Plastica S.p.A.

### 10. INVOICES AND PAYMENT

Invoices shall be headed and addressed as indicated in the order. Each invoice must refer to a single order, contain all the indications set at point 3, refer to the delivery documents and specify the materials indicated in the same sequence. The payment method and terms shall be those indicated in the order; deductions or interest charges not previously agreed upon shall not be accepted, even if provided for in the Supplier's terms of sale.

### 11. CREDIT ASSIGNMENTS

The Supplier is expressly forbidden to transfer or assign to third parties, in whole or in part, the orders/contracts or the relative rights/obligations without written authorisation of Brianza Plastica S.p.A.

It is expressly forbidden to transfer credit, in any form, special collection mandates or other forms of delegation of payment unless expressly authorised by Brianza Plastica S.p.A.

In the event of any violations, Brianza Plastica S.p.A. shall have the right to suspend payments pursuant to article 1460 of the Italian Civil Code.

This clause is presumed to be known to the assignee at the time of the transfer and can therefore be opposed by said assignee pursuant to article 1260/2 of the Italian Civil Code.

### 12. CONFIDENTIAL INFORMATION

The Supplier unconditionally undertakes to keep confidential and secret any kind of oral or written technical or commercial information provided, either directly or indirectly, by Brianza Plastica SpA in relation to the order. The Supplier shall not divulge to third parties or use for different purposes the confidential information and the business or trade secrets, nor copy or reproduce any documentation, unless explicitly authorised by Brianza Plastica S.p.A.

The obligation of confidentiality is binding for the Supplier and its assignees and successors and shall be valid for an indefinite period of time whatever changes occur in the company name or in the ownership structure.

**13. INDUSTRIAL PROPERTY OF THE SUPPLIER**

The Supplier guarantees that the manufacture, use and marketing of the goods/products supplied, their accessories and components, do not infringe any industrial or intellectual property rights of third parties.

To this purpose the Supplier releases Brianza Plastica S.p.A. and its customers from any liability, request or appeal by third parties resulting from violation of patents, industrial propriety rights, trademarks, copyright and other similar rights for the protection of know-how or industrial secrets, guaranteeing the lawfulness of use and trade of the contractual/ordered goods in Italy and abroad, and assuming all burdens (without exception) for the prompt resolution of the third parties' claims and to compensate Brianza Plastica S.p.A. for any suffered damage.

**14. PROTECTION OF TRADEMARKS**

The trademarks and distinctive signs used by Brianza Plastica are property of Brianza Plastica and the Supplier shall use them exclusively in compliance and conformity with the instructions of Brianza Plastica S.p.A. and exclusively for the purposes set forth in these general conditions of purchase.

Any different or unauthorised use of these trademarks is expressly prohibited and constitutes a violation of trademark, copyright or other intellectual property or unfair competition laws.

Should this occur, Brianza Plastica S.p.A. shall have the right to immediately terminate this order/contract and to claim compensation for damages.

In the event of termination or cancellation of this order/contract, the supplier undertakes to immediately cease using, in any form, the aforementioned logo and trademarks.

**15. EXPRESS TERMINATION CLAUSE**

Brianza Plastica Spa shall have the right to terminate, with immediate effect, pursuant to article 1456 of the Italian Civil Code, the order/contract by means of simple written communication (also via email), in the event of:

- violation by the Supplier of the confidentiality clause referred to in point 12;
- delay by the Supplier in the delivery of the goods exceeding 15 days for reasons attributable to said Supplier (point 5);
- violation by the Supplier of the protection of trademarks referred to in point 14;
- legal proceedings initiated against the Supplier likely to impair such as to compromise or damage its image and reputation or that of Brianza Plastica S.p.A.;
- liquidation, termination of business or state of insolvency of the Supplier, or submission to insolvency proceedings of any kind (including debt restructuring agreements or agreements with creditors).

Termination does not invalidate the Supplier's obligations referred to in point 12, which will remain in force after said termination.

Should Brianza Plastica Spa terminate the supply contract by reason of the aforementioned rights, the Supplier is required to compensate for the damages caused as a consequence.

**16. PERSONAL DATA PROCESSING**

Brianza Plastica S.p.A. informs that the data and information provided during the contractual relationships with the Supplier (referable to said Supplier and legitimately collected also from third party sources) shall be processed in compliance with the directives of EU Regulation 2016/679 (GDPR).

By accepting the order, the Supplier declares that it is aware of the information referred to in articles 13 and 14 of the GDPR and of the rights regarding the purposes pursued, the legal basis of the processing, the methods and tools used, as well as the rights and methods for exercising them in relation to the personal data provided during the performance of the contract. The privacy policy can be found at [www.brianzaplastica.it](http://www.brianzaplastica.it)

**17. COMPETENT COURT**

Any dispute arising between the parties shall be governed by the Italian Law and the Court of Monza shall have exclusive jurisdiction.