

GENERAL SALES CONDITIONS
SIS SOCIETÀ ITALIANA SCATOLE S.P.A.

1) Acceptance of the general sales conditions (GSC). The buyer undertakes, as a mandatory condition, to observe and respect these general sales conditions (GSC), which form an integral part of and regulate all relations between the parties, stating that he/she is fully aware of and entirely accepts them, without exception.

2) Conclusion of the contract. The "Purchase Order" (PO) drawn up by the buyer is irrevocable until receipt of the notification of acceptance or the "order confirmation" (OC) by SIS. The contract shall be understood to be concluded when the buyer receives the acceptance and the OC from SIS or at the time when SIS, even in the absence of express communication, initiates the performance of the service, supplying what has been requested by the buyer in the PO.

3) Compliance of the materials and the products. The buyer states that he/she has been fully informed and made aware by SIS of the quality and specifications of the materials and products supplied, of which the buyer states that he/she acknowledges the full compliance, suitability and adequacy.

4) Prices. The prices agreed between the parties are always net of VAT and other ancillary charges. The price is expressly indicated in the acceptance or the PO sent by SIS to the buyer or the price indicated by SIS on the invoice.

5) Delivery times. Unless otherwise indicated in the PO, the products are delivered Ex Works. The delivery times indicated in the PO by SIS are always and solely indicative and not peremptory. In the event SIS is obliged to postpone the delivery of the products with regard to the period indicated on the PO, at the request of the buyer or due to a cause even indirectly attributable to the latter, all and any additional and further costs, including, by way of example, storage, handling and transport, shall be the exclusive responsibility of the buyer.

6) Force Majeure. The Buyer expressly acknowledges the option for SIS to unilaterally annul and/or suspend and/or defer the supply and the execution of the purchase order on the occurrence of events that are unforeseeable and/or fortuitous and/or due to force majeure and/or attributable to third parties, without this leading to any right of recourse or refund or compensation for the Buyer. The parties agree that these events, by way of example, include the failure to deliver or delayed delivery by the manufacturer (paper mill) of the raw material. In cases under this clause, the Buyer states that he/she shall have no claim against SIS under any circumstances, not even for compensation for any damage (direct and/or indirect).

7) Payment and waiver to the exception under article 1460 of the Civil Code. Payment must be made within the periods and by the methods indicated in the acceptance or in the PO or in the sales invoice. Payment shall not be regarded as settlement if made with methods other than those laid down in the acceptance or in the PO or on the invoice, unless with the express acceptance of SIS. Any delay in the payment on the part of the buyer shall lead to the charging of the costs and interests laid down by the Legislative Decree of 9 October 2002 no. 231. Should payment by instalments be agreed, delay in the payment of even a single instalment by the buyer shall unquestionably lead to the expiry of the benefit of the arrangement and therefore SIS will be authorised to immediately demand the entire sum owed, without further notification. Should the buyer be subject to a bankruptcy procedure or is known to be in a situation of financial difficulty or does not fulfil any of his/her obligations, the entire payment of the amount owing by the buyer shall be immediately collectable at the simple request of SIS. In such cases, SIS shall be authorised to suspend the execution of the contract and/or the execution of additional POs until the settlement of the amount due. Suspension of the services shall not in any way lead to the expiry of

the contractual obligations assumed by the buyer. In any event, the buyer may never suspend the payments for any motive or reason and states that he/she expressly waives in advance the right to take advantage of the non-compliance exception referred to in article 1460 of the Civil Code. The buyer may also never and for any reason offset any sums owed to SIS for any reason claimed by the buyer.

8) Product quantities. SIS expressly reserves a tolerance, more or less, of 10% (ten per cent) on the quantities ordered.

9) Product defects. For the technological specifications, suitability of functionality and/or methods of use of the product, reference should be made to the statements of compliance provided and/or communicated by SIS, which the buyer states that he/she has received and knows well. The buyer must confirm the technological suitability of the product for the purpose for which it is intended and check its compliance with the relevant current regulations, with the complete and widest exoneration of liability on the part of SIS. The buyer, in this regard, acknowledges that, before proceeding to the PO, he/she has performed technological verifications of the product and deems them suitable for his/her activity. SIS, with regard to the products delivered, shall not answer in any case for any defects of functional suitability arising from poor safekeeping by the buyer, nor from use in a way other than what is reported in any statements of compliance released.

10) Labelling. In any case, it is the responsibility of the buyer to check the correctness of the information regarding the labelling that SIS may print on the product, as notified by the buyer, including regarding the content and the intended use of the final product.

11) Liability. In any case, the buyer has exclusive and sole liability for any defect and/or problems of any kind that may emerge after the delivery of the materials and products by SIS or following the handling, processing and/or use in any way of the materials and products by the buyer.

12) Claims. The buyer must report, on pain of expiry, any inconsistencies and defects of the materials and products within 8 (eight) days from their delivery, indicating the specific data of the supply and the label shown on each package, required for the accurate identification of the disputed consignment. SIS, in any case, reserves the right to implement additional tests on samples indicated by the buyer.

13) Damage. In no case shall SIS be liable for indirect damage and/or consequences arising from any faults or inconsistencies of the materials and products. With reference to compensation solely for direct damage and only in the case that the liability of SIS has been proved, it is agreed that this shall be limited in any case to the sole replacement of any defective product, with the exclusion of any other form of compensation, for example, for lost earnings, loss of clients etc.

13) Resolution of disputes – Italian jurisdiction and competent Court. Should disputes arise with regard to relations between the parties or concerning these GSC, the parties, before undertaking legal action, are obliged in the first instance to seek an amicable solution by undertaking an attempt at reconciliation. In the event of legal action, the dispute shall unquestionably come under Italian jurisdiction and the exclusive competence of the Court of Verona.

15) Applicable law. The supply contract and any relations between the parties is, in any case, governed by these GSC and Italian law.

16) Information briefing under article 13 of the Legislative Decree 196/03. The parties reciprocally acknowledge they have received the information briefing referred to in article 13 of the Legislative Decree 196 of 30.06.2003 (Code on matters of the protection of the personal data) and are aware of the rights referred to in article 7 of that Legislative Decree and express consent for their personal data to be processed in compliance with the aforementioned regulations, for the matters indicated and notified to the subjects and for the stated purposes.

Stamp and Signature of the Buyer in Acceptance

The undersigned Legal Representative of the contracting firm, or a person with the power of signature, states that he/she specifically approves, pursuant to and in accordance with article 1341, paragraph 2 of the Civil Code, the following clauses, to which his/her attention has been drawn, and the content of which he/she states that he/she is well aware and accepts: 1. Acceptance of the general sales conditions (GSC); 2. Conclusion of the contract; 3. Compliance of the materials and products; 4. Prices; 5. Delivery times; 6. Force Majeure; 7. Payment and waiver to the exception referred to in article 1460 of the Civil Code; 8. Product quantities; Product defects; 10. Labelling. 11. Liability; 12. Claims; 13. Damage; 14. Resolution of disputes – Italian jurisdiction and competent Court; 15. Applicable law; 16. Information briefing under article 13 of the Legislative Decree: 196/03.

Stamp and Signature of the Buyer in Acceptance