

General Terms and Conditions

1. Object

1.1 Unless otherwise agreed to in writing, these general terms and conditions ("General Conditions") apply, excluding other general terms and conditions, to all contracts relating to the sale of products ("Products") and related services by Cartiere Ermolli SpA ("Seller") to a purchaser of such Products ("Client").

1.2 Any general terms and conditions of the Client shall not apply, unless expressly accepted in writing by the Seller; in any case, they will not exclude the effectiveness of these General Conditions with which they must be coordinated.

2. Order proposal

2.1 The Client must submit a specific and complete order proposal to the Seller.

2.2 The Client's order proposal received by the Seller is considered accepted, and by that the contract concluded, only if confirmed in writing by the Seller through a specific order confirmation that complies fully with it.

2.3 For anything not indicated in the Client's order and in the order confirmation, the Seller's technical/quality standards, which the Client declares to be aware of and considers suitable for their needs, shall in any case apply.

2.4 The contract is deemed to be concluded in the place where the Seller has its registered office.

3. Delivery terms

3.1 The delivery terms of the Products are those expressly indicated in the order confirmation and must be considered purely indicative and not binding for the Seller.

3.2 The Seller reserves the right to make partial shipments and to issue corresponding invoices with the agreed to payment terms.

3.3 The Client's right to request and obtain any compensation and/or damages for a delay in delivery of the Products not exceeding 30 days in derogation of the provisions of the Vienna Convention of 1980 on the international sale of goods.

3.4 Unless otherwise stated in writing by the Seller, the Products will be delivered ex-works and therefore delivery is deemed to have taken place at the Seller's factory, and all transport risks and costs shall be borne by the Client. Transport risks shall be borne by the Client even when it is agreed that the shipment or part of it will be carried out by the Seller and at their expense.

4. Retention of title

The Products remain the property of the Seller until full payment of the price is made.

5. Prices and payments

5.1 The price of the Products is that indicated in the Seller's order confirmation and means ex-works, including standard packaging.

5.2 Any special packaging requested by the Client, insurance, transport, or any other additional services or costs are not included in the price.

5.3 Prices are net of VAT, any taxes or duties, as well as any duties, fees and charges that may apply to the contract.

5.4 Payment must be made within the terms and in the currency indicated in the order confirmation to the Seller's address.

5.5 In the event of late payment, the Client shall be required to pay the Seller, without the need to give notice of default to the debtor, interest in arrears for commercial transactions pursuant to Article 5 of Legislative Decree 231/2022, at a rate equal to the current ECB rate plus 8 percentage points, starting from the day on which payment was due. Any delay in payment exceeding 15 days will give the Seller the right to terminate the contract with the right to demand the return of the Products supplied at the Client's expense without prejudice to compensation for damages. Furthermore, in the event of late payment, the Seller shall have the right to suspend the supply of ongoing Products or to request the advance payment for them.

5.6 The Buyer is not authorized to make any deductions from the agreed to price unless prior written agreement with the Seller.

6. Weights

For both pre-cut paper and rolled paper, the Buyer must pay the actual weight. Actual weight means the net weight of the paper, plus the weight of the wrapping material (paper, polyethylene, etc.), plus anime, caps, string, strapping, and any other material used by the Seller, at its discretion, to wrap the paper.

7. Quantity Tolerances

7.1 Regarding quantities, a tolerance of 10% more or less than the quantity ordered is permitted.

7.2 Any discrepancies within this limit cannot be the subject of complaints or result in changes to the agreed-upon price. Discrepancies exceeding the above-mentioned tolerance limit will only be recognized if verified by public weighing.

8. Quality Tolerances

8.1 The Seller warrants that the Products, as delivered, will conform to the Seller's standard specifications in effect at the time of production. The Client assumes all risks and responsibilities arising from the conversion of the Products, including, without limitation, the use of the Products in combination with other substances or materials.

8.2 Any information or data on the characteristics and/or technical specifications of the Products and their use, such as weights, dimensions, etc., and other data appearing in the Seller's catalogues, prospecta, circulars, advertisements, illustrations, price lists, or other illustrative documents, will be binding only to the extent that such data has been expressly mentioned in the Seller's order confirmation.

8.3 The Seller's MOCA declarations are based on the Seller's current knowledge regarding paper and its components. This knowledge is derived from information provided by raw material suppliers and from periodic analyses performed by an accredited third-party laboratory, conducted on the paper itself or on a representative type of paper from the same family characterized by a more complex composition. Upon specific request from the Client, analyses on individual production batches can be arranged in advance. The cost of these analyses will be determined on a case-by-case basis.

8.4 Any qualitative differences within the tolerance margins usual in the sector and/or normally accepted in relations between the parties will be considered compliant with the contract.

9. Complaints

9.1 Any complaints identifiable through a diligent check upon receipt, for example those relating to the condition of the packaging, quantity or external characteristics of the Products (apparent defects), must be communicated to the Seller, in writing, under penalty of forfeiture, within eight (8) days of receipt of the Products.

9.2 Any complaints relating to defects that cannot be identified through a diligent inspection upon receipt (hidden defects) must be communicated to the Seller, in writing, under penalty of forfeiture, within eight (8) days of the date of discovery of the defect and in any case no later than: i) Eight (8) weeks from receipt of the Products if the products are formats; ii) Three (3) months from receipt of the Products if the products are rolls.

9.3 The complaint must specify precisely the defect found and the Product to which it refers.

9.4 Any complaints or disputes do not entitle the Client to return the Products without the prior approval of the Seller, nor to suspend or in any case delay payments for the disputed Products, nor for other supplies.

10. Obligation to make available

In order to allow the Seller to carry out the necessary checks and interventions, the Products subject to the complaint, upon request of the Seller, must be immediately delivered to the Seller's premises or to another place indicated by the latter or kept available and stored by the Client for the performance of the necessary checks and interventions for as long as necessary.

11. Warranty for defects

11.1 The Seller undertakes to remedy any defect or lack of conformity of the Products attributable to him, which occurs within the terms set out in Article 9, provided that the same has been communicated to him promptly in accordance with the terms set out in Article 9.

11.2 The Seller's liability for Products deemed defective or non-compliant - in derogation of the provisions of the 1980 Vienna Convention on the International Sale of Goods - will be limited to at the Seller's sole discretion: i) refunding the purchase price of the Products; ii) replacing the Products; or iii) repairing the Products if deemed possible at the Seller's sole discretion.

11.3 It is understood that this guarantee is inclusive and replaces any guarantees or liabilities provided by law and excludes any other liability of the Seller (whether contractual or non-contractual) in any way arising from the Products supplied (e.g., compensation for damages, loss of profits, etc.).

11.4 The warranty does not apply in any case to Products whose defects are due to: i) damage caused during transport; ii) improper and/or negligent use or storage; iii) repairs, alterations, or modifications made by the Client and/or third parties.

12. Limitation of liability

Except in cases of willful misconduct or gross negligence, the Seller's liability in the event of non-fulfilment will in any case be limited to the amount of the contract value, in derogation of the provisions of the 1980 Vienna Convention on the International Sale of Goods.

13. Force majeure

The Seller shall not be liable to the Client for any breach of its obligations, including failure to deliver the Products or delays in delivery of the Products exceeding 30 days, if such breach is due to force majeure, such as, by way of example only: pandemic, fire, flood, strike, labor dispute or any other industrial accident, unavoidable impediments, war, embargoes, and/or insurrections.

14. Applicable law and competent court

14.1 These General Conditions and/or any contract connected to them are governed by Italian law.

14.2 For any dispute relating to the validity, interpretation and execution of these General Conditions and/or any contract connected to them, and in any case connected to these General Conditions and/or any contract connected to them, the Parties accept the Court of Udine as the sole competent court.

15. General Rules

15.1 Any modification or addition to these General Conditions, under penalty of invalidity, must be made in writing and duly signed by the Parties.

15.2 The invalidity of one or more clauses of these General Conditions does not imply to the invalidity of the General Conditions as a whole. The Parties undertake in good faith to replace the invalid provisions with valid provisions of equivalent or similar content.

The Client

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Client declares that it specifically approves the clauses set forth in the following articles: 3.2 Partial Shipments; 3.3 Limitations of Liability for Delayed Delivery; 4. Retention of Title; 5.5 Late Payment and Interest; 9. Complaints; 11. Warranty for Defects; 12. Limitation of Liability; 14. Applicable Law and Jurisdiction.

The Client
