

GENERAL CONDITIONS OF SALE TANKS INTERNATIONAL SRL

1. GENERAL

- 1.1 The general conditions of sale apply to all quotations and sales contracts of Tanks International. Other conditions are only applicable if explicitly agreed in writing between the parties.
- 1.2 Purchase orders communicated by email, fax, telephone, postal correspondence and any other means imply acceptance of these general conditions of sale, which are intended to be made known, known and therefore accepted by the buyer.

2. QUOTATIONS AND ACCEPTANCE OF ORDERS

- 2.1 Tanks International's price lists and conditions of sale do not constitute an offer. The order placed by the buyer will bind Tanks International only after the issuance of its written confirmation to do so. Prices may be revised on the basis of the variation formulae used in the sector and taking into account the legislation in force at the time of invoicing.
- 2.2 Any undertaking made on behalf of Tanks International by agents or representatives shall become binding on Tanks International only after the issuance of its written order confirmation.
- 2.3 Tanks International reserves the right to unilaterally change, without notice and with immediate effect, the prices shown in the price lists and the conditions of sale in the event that the adjustment is due to circumstances beyond the control of Tanks International. By way of example and not exhaustive: increase in the price of raw materials and / or increase in labor costs and / or alteration of exchange rates and / or transport costs. In all other cases, changes and timing of their entry into force will be communicated by Tanks International to the buyer in writing.

3. CANCELLATION OF THE ORDER

- 3.1 Orders duly confirmed by Tanks International may not be suspended or cancelled, unless agreed in writing between the parties.

4. DELIVERY COMMITMENTS

- 4.1 The delivery terms stated in the order confirmations are indicative and not binding for Tanks International. Tanks International is not responsible for any delays in delivery or for any damage resulting therefrom.
- 4.2 The buyer, upon receipt of the material, will have the burden of checking the material, verifying its compliance in quality and quantity with what was ordered and exposing any complaint under penalty of forfeiture within 8 days of receipt of the material.

5. LIMITATION OF LIABILITY

- 5.1 In the event of fortuitous cases or force majeure such as, for example (but not limited to) scarce availability of raw materials or energy, machinery breakdowns, strikes, lockouts, accidents, work stoppages, railway interruptions, which hinder or limit in any way the work in the Tanks International plants and / or the arrival from abroad of the ordered material or material necessary for the fulfillment of the order, Tanks International shall not be liable to the customer for loss of production, profit, use, contracts or any other type of direct or indirect damage. Notwithstanding the foregoing, and except in cases of intent and gross negligence, Tanks International's warranty is limited to the amount indicated in the order confirmation.
- 5.2 The warranty does not apply when the defects are due to damage caused during carriage not carried out by Tanks International or its representative, negligent use and/or misuse of the products, failure to comply with Tanks International's instructions on the operation and/or maintenance and/or storage of the products, repairs and/or modifications made by the customer or third parties without the prior written consent of Tanks International.

6. INDUSTRIAL PROPERTY RIGHTS

- 6.1 All trademarks, patents, know-how relating to the products supplied by Tanks International remain the property of the manufacturer, even if changes are made to the products requested by the buyer.

7. TERMS AND METHODS OF DELIVERY

- 7.1 The delivery terms of Tanks International are set out in the written order confirmation. Buyer's instructions of carriage become binding on Tanks International only when they are explicitly included in Tanks International's order confirmation or are governed by a specific commercial agreement signed by Tanks International. In case of lack of instructions from the buyer, Tanks International will deliver the goods by the means of transport it deems most suitable. In case of delivery ex works of the buyer, Tanks International will not be liable for loss or damage to the goods occurred during transport, unless notified in writing to it within 3 days of receipt of the goods and, in any case, upon written annotation on the transport document. It is the buyer's responsibility to notify Tanks International when ordering any regulations issued by governmental or local authorities that must be complied with by Tanks International in relation to the performance of the supply of any goods to the buyer.
- 7.2 Upon delivery, the quantities actually sent may vary by about 10% compared to the quantities ordered.

8. SUSPENSION OF ORDERS AND COMMITMENTS, CANCELLATION OF ORDERS

- 8.1 In the event of failure to comply even partially with any of the established supply conditions, in the event of irregularities in the payments of supplies, or in the event of changes of any kind in the buyer's activity (eg name, structure or commercial capacity, etc.), as well as in the event of ascertained difficulties of the buyer in payments also of third parties, Tanks International will have the right to interrupt any further delivery. Regardless of the circumstances mentioned above, Tanks International shall have the power to reduce its exposure limits to the buyer, if the general market conditions change or if events also occur pursuant to Article 1461 of the Italian Civil Code or circumstances of a nature that affect the normal course of business of Tanks International.

9. WARRANTIES AND OBJECTIONS

- 9.1 The products supplied by Tanks International are commercial quality products and are manufactured in accordance with the uses and processes commonly applied in the industrial packaging industry. Unless expressly agreed in writing, Tanks International's warranty on its products and/or parts thereof does not cover their use by the purchaser, nor any other particular use, nor is any guarantee given on the life expectancy of Tanks International products. The customer therefore declares that the product is suitable for its intended use, exempting Tanks International from any liability.
- 9.2 The capacity, weight, dimensions, thickness and colours of Tanks International products, as described in the order confirmations, are indicative and therefore subject to normal tolerances for the use of raw materials and production processes.
- 9.3 The buyer is obliged to check the quality of the goods upon receipt. Any complaints regarding the quality and type of goods supplied must be notified to Tanks International within 8 days of receipt of the goods by the buyer. Goods found to be defective by buyers, after such notification, must be returned to Tanks International in the manner agreed between the parties, accompanied by a full customer report on the defects complained of. Tanks International's liability shall be limited to the repair or, at Tanks International's option, replacement of goods deemed defective by Tanks International as a result of defects in materials and/or the manufacturing process. Other and additional liabilities are excluded by Tanks International. Therefore, Tanks International is not liable for any compensation for loss or damage suffered by buyers and/or third parties that are directly or indirectly caused or result of or occurred as a result of the sale, delivery or use of Tanks International's assets. Claims arising from this article will not be indemnified until the buyer has fulfilled any commitment, contractual or otherwise, previously entered into against Tanks International. In any case, the buyer will not be able to assert warranty rights against Tanks International if the price of the disputed products has not been paid within the agreed terms and / or is not in order with the payments of the other supplies.

10. RETENTION OF PROPERTY

- 10.1 The products remain the property of Tanks International, even if they have been made available to the buyer, until full receipt by Tanks International of the payment due by the buyer. In the event that products supplied by Tanks International are resold by the buyer before they have been paid, Tanks International believes that it has the right to such resale or to claim the collection of such proceeds.

11. PAYMENT

- 11.1 The methods of payment for the supply are indicated in the order confirmation. Payments are due under the agreed conditions even in the event of delay in the arrival of the goods or damage during transport and also in the event that the goods made available to the buyer by Tanks International are not collected by the buyer.
- 11.2 Late payment entitles Tanks International to suspend current supplies with immediate effect. In case of late payment referred to in supplies and invoices, default interest provided for by Legislative Decree 9.10.2002 n. 231 (implementation dir. EC 2000/35) will be due from the due date of the invoices.

12. ASSIGNMENT OF RECEIVABLES

- 12.1 Tanks International is entitled to assign the receivables deriving from such supply to factoring companies and/or banking institutions in general. Tanks International will in any case remain responsible for the invoicing, management and collection of the credit, unless otherwise communicated in writing.

13. FORCE MAJEURE

- 13.1 In any case of force majeure preventing Tanks International or the buyer from complying with the contractual conditions, Tanks International shall be entitled to cancel the contract or request its performance within a period to be determined. Of course, in this case the delivery periods stipulated in the original contract are extended for a period corresponding to the postponement.

14. MISCELLANEOUS

- 14.1 All trademarks, designs or other industrial property rights covering the products supplied by Tanks International remain the property of their manufacturers and such products may not be copied or reproduced in any way without the prior written consent of Tanks International.
- 14.2 All offers and contracts will be drawn up and governed by the legislation in force in Italy.
- 14.3 By accepting these general conditions, the buyer waives any of his own Conditions of Purchase, considered individually or as a whole. Tanks International provides for the derogation at this point only against the signing of specific different commercial agreements.

15. PURPOSE

- 15.1 The General Conditions of Sale shall apply to all sales of Tanks International products and the latter shall prevail over any Buyer's Conditions of Purchase. Tanks International provides for the derogation at this point only against the signing of specific commercial agreements.

16. JURISDICTION

- 16.1 For any action or litigation, the Court of Bergamo will have exclusive jurisdiction.

17. PROCESSING OF PERSONAL DATA

- 17.1 The personal data transmitted to Tanks International will be processed exclusively in the manner and procedures necessary for the management and delivery of the requested supply. The data controller is the company Tanks International srl. The data will be processed mainly electronically, always in full compliance with the security measures to protect confidentiality in accordance with Legislative Decree 196/2003. The data may be communicated by Tanks International to third-party companies that carry out an essential activity for the performance of the requested supply.

18. CUSTOMER DECLARATION

- 18.1 The buyer declares to be aware of these General Conditions of Sale and accepts them with the order confirmation. In any case, these General Conditions of Sale will be considered accepted by the buyer with the collection (or delivery) of the goods. The buyer expressly declares to accept, pursuant to Article 1341 of the Civil Code, the following clauses of the General Conditions of Sale: Article 2 (Quotations and acceptance of orders), Article 3 (Cancellation of the order), Article 4 (Delivery commitments), Article 5 (Limitation of liability), Article 6 (Industrial property rights), Article 7 (Terms and methods of delivery), Article 8 (Suspension of orders and commitments, cancellation of orders), Article 9 (Guarantees and objections), Article 10 (Retention of property), Article 11 (Payment), Article 12 (Assignment of claims), Article 13 (Force majeure), Article 14 (Miscellaneous), Article 15 (Purpose), Article 16 (Jurisdiction), Article 17 (Protection of personal data).