

## General terms and conditions of sale

### Art. 1 - General provisions

**1.1** In these general terms and conditions of sale, the term "Vendor" refers to Carcano Antonio S.p.A. and the term "Buyer" refers to the client (physical or legal person) intending to buy any type of goods produced and/or sold by Carcano Antonio S.p.A.

**1.2** The appendices and documents mentioned herein constitute an integral and essential part of these general terms and conditions of sale.

**1.3** These general terms and conditions of sale - undersigned by a legally entitled person - are filed by the Notary dott. Ottaviano Anselmo Nuzzo, with registered office at Colico (LC), Via Nazionale 122, ref n. 72719, folder n. 23953 and are also published on the company website [www.carcano.com](http://www.carcano.com).

**1.4** The present general terms and conditions of sale are valid for any offer of sale transmitted by the Vendor to the Buyer, even if not expressly accepted by the latter, and constitute an integral and essential part thereof. Therefore, the present general terms and conditions of sale shall apply both if the Buyer has accepted the offer of sale transmitted to him by the Vendor and for the possible purchase orders issued on the basis of the same, and if the Buyer, even if not expressly accepting the offer of sale, has nevertheless transmitted to the Vendor a purchase order concerning the goods referred to in the same offer of sale.

**1.5** The Vendor reserves the right to add, modify or remove any provision from these general terms and conditions of sale, ensuring that such a change is communicated upon their publication and that they are updated on the company website. Such additions, modifications or deletions will apply automatically and directly to all offer of sale which will be transmitted by the Vendor to the Buyer following the date on which these changes are published.

**1.6** The present general terms and conditions of sale are standard and as such always applied and enforceable in the relationship between the Vendor and the Buyer: any amendments or any special conditions shall be expressly agreed upon in writing by the parties from time to time.

### Art. 2 - Offer of sale - Acceptance - Conclusion of the contract

**2.1** Upon receipt of the offer of sale from the Vendor, the Buyer shall transmit to the Vendor its written acceptance by certified and non-certified e-mail or by any other means capable of proving the origin of the acceptance from the Buyer.

**2.2** Any requests for modification of acceptances already sent to the Vendor may be made in the same manner.

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**2.3** The contract of sale is deemed to be executed when the Buyer transmits to the Vendor its written acceptance of the offer of sale, or when, even if the Buyer has not expressly accepted the offer of sale, it transmits to the Vendor a purchase order concerning the goods referred to in the same offer of sale. In such a case, the transmission of the purchase order shall be deemed to constitute express acceptance.

**2.4** Without prejudice to the effectiveness as acceptance of the purchase order referred to in clause 2.3, such document shall have no other effect, effectiveness and/or value in the relationship between the Parties, not even in terms of derogation and/or modification of the provisions of the offer of sale which, therefore, shall constitute - together with these general terms and conditions of sale - the entire and exclusive set of agreements governing the relationship between the Vendor and the Buyer.

**2.5** Any revocation, cancellation and/or request of modification of acceptances already sent by the Buyer to the Vendor shall be taken into consideration by the latter only and exclusively on condition that they have the characteristics as per clause 2.1. Such revocations, cancellations and/or requests shall not have in any case any value or binding effect for the Vendor. The Vendor shall therefore be free to make its own decisions in this regard, with the sole obligation to act fairly and in good faith, it being understood that such revocations, cancellations and/or requests cannot be accepted if they entail (in whole or in part) obstacles and/or greater difficulties for the Vendor's production process, or greater burdens or costs for the Vendor.

### **Art. 3 - Technical characteristics and specifications of the goods - Intended use of the goods**

**3.1** The Buyer is required to specify in the acceptance the specific technical characteristics and/or specifications which the goods in the offer of sale must fulfil, if different from what is indicated therein.

**3.2** If no such specifications are provided in the offer of sale and/or in the acceptance, it shall be understood that the goods must be produced in accordance with the technical characteristics and specifications in use on the market and in compliance with the Vendor's normal production process.

**3.3** Equally, the Buyer is required to specify in the purchase order the intended use of the goods and, in particular, whether the intended use of the goods is food-related and/or pharmaceutical, and in all cases, with which products and/or materials it is intended to be in direct contact.

**3.4** If no such specifications are provided, it shall be understood that the intended use of the goods is not food-related and/or pharmaceutical and that they are not intended to be used with products and/or materials which are subject to alterations if they are in contact with the goods.

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## Art. 4 - Quantity of goods - Minimum lots and tolerances

**4.1** The quantities (in weight and/or in numbers) of goods covered by the contracts of sale may not be less than the minimum quantities set out in Annex n. 1 to these general terms and conditions of sale.

**4.2** The quantities (in weight and/or in number) of goods indicated in the offer of sale, in the acceptance or in the eventual purchaser order are understood as being approximate. Therefore, the Buyer henceforth agrees to and accepts (removed - and in any event waived - all exceptions) the goods produced by the Vendor which fall within the limits of tolerance set out in Annex n.1 of these general terms and conditions of sale.

**4.3** Goods within these tolerances shall not constitute a breach of contract by the Vendor.

## Art. 5 - Colour

**5.1** The colours used by the Vendor must comply with the current standard colour samples and, alternatively, with laboratory samples, both of which are given prior approval by the Buyer. However, the Vendor does not guarantee the absolute correspondence between the colour tones of the scale and those of the goods sold, nor the identity of the colour tones within the same supply of goods, nor the identity of the colour tones of goods manufactured in accordance with the different offers of sale, variations in colour tones being normal. Consequently, any variation in shade does not constitute a fault and/or a defect of the goods, nor does it constitute a breach of contract by the Vendor, or direct damages to the Buyer enabling them to claim and/or obtain the replacement of the goods and/or terminate and/or withdraw from the agreement and/or receive compensation and/or damages of any kind (even in the form of a reduced price).

## Art. 6 - Brands and distinctive symbols to be applied to the goods - Intellectual property

**6.1** If the Buyer wishes the Vendor to affix specific trademarks, coats of arms, logos and, in general, distinctive signs of its own or of others to the goods, it shall communicate this in the acceptance, in the requests for graphic sketches, in the realisation of new printing equipment and in any other document concerning trademarks, distinctive signs and intellectual property. By making such a request, the Buyer:

a) guarantees to the Vendor that he has and can dispose of a valid title proving that he has the ownership, possession, holding and/or faculty and power of use, enjoyment and/or diffusion of said specific trademarks, coats of arms, logos and, in general, distinctive signs;

b) undertakes to make immediately available to the Vendor - upon its simple (and also unreasonable) request - the documentation proving the above point a);

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- c) guarantees the Vendor against and in relation to any exception, dispute, claim, demand and/or request that may be made by third parties in relation to the use of said trademarks, coats of arms, logos and, in general, distinctive signs;
- d) indemnifies the Vendor from any and all liability resulting from such use;
- e) undertakes to compensate and indemnify the Vendor for any damage, prejudice, burden, cost, expense and/or outlay it may suffer as a result (even indirectly) of the aforementioned exceptions, disputes, claims, demands and/or requests made against it - both in and out of court - by any third party.

**6.2** For the purposes and effects of this contract, the following constitute and are defined as "intellectual works": the moulds, clichés, artistic creations, labels, models (including utility models), designs, drawings, ideas, executive solutions, ornamental designs, technologies, analyses, tests, inventions, researches and relative results, technical and scientific specifications, formulas, recipes (also of lacquers and varnishes), design, know-how, patents, and/or production processes and whatever else is necessary for the production of the goods object of the offer of sale and, in any case, whatever else is necessary to satisfy the Buyer's requests in relation to the characteristics that the goods ordered must have.

**6.3** The Buyer:

- a) Acknowledges and declares that the intellectual works conceived and/or realized by the Vendor are and remain the property of the Vendor itself, even if the Buyer has contributed to their conception, design and realization both from a technical-artistic point of view and from the point of view of the costs necessary for their concrete realization. Such intellectual and industrial property, in fact, is not assigned by the Vendor to the Buyer and shall not be considered as assigned against payment of the price of the goods or of the contribution for printing equipment mentioned in art. 8 below. Moreover, the Vendor shall be obliged to keep the above mentioned intellectual works for not more than 18 (eighteen) months from the date of their last use;
- b) With respect to the intellectual works conceived and/or realized by him, but which do not fall within the hypothesis under point a) above, the Buyer shall grant the Vendor a license or authorization, irrevocable, permanent, transferable, non-exclusive and free of charge, for their use, enjoyment and exploitation, to the extent necessary to allow the Vendor to produce the goods ordered;
- c) With respect to the intellectual works conceived and/or realized by third parties and that the same Buyer places at the Vendor's disposal, the Buyer guarantees to the Vendor that the above mentioned availability and the consequent use within the production process of the goods takes place in full respect of the rights of third parties (and with their consent) who are the owners, either originally or not, or who are the owners of rights of use,

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enjoyment, license and/or exploitation, also economic, with respect to them, or who have the availability of such rights for any other reason.

The Buyer therefore, undertakes to immediately make available to the Vendor - upon simple (and even unjustified) request - the documentation proving the above.

Furthermore, the Buyer is obliged to refund, keep indemnified and hold harmless the Vendor from any damage, prejudice, burden, cost, expense and/or disbursement he may suffer as a consequence (even indirectly) of exceptions, disputes, claims, demands and/or requests made against it - both out of court and in court - by any third party claiming to have industrial or intellectual property rights on the intellectual works and/or their injury by the Vendor.

In the event that a third party raises exceptions, disputes, claims, demands and/or requests for the violation of its industrial or intellectual property rights in relation to the intellectual works, even regardless of whether or not there is a court order that ascertains - even as a precautionary and urgent measure - the violation of such rights, the Vendor may, at its sole discretion, declare the termination, for fact and fault of the Buyer:

- a) of the contract and/or of the offer of sale in relation to which the third party has raised its claims (including the one in progress where deliveries of the goods have been agreed to be divided into two or more tranches);
- b) of any other contracts and/or of the offers of sale which are in progress with the same Buyer. The exercise of such right of termination by the Vendor shall never and in no case imply the Buyer's right to receive any compensation and/or indemnity whatsoever.

## Art. 7 - Confidential information

**7.1** Confidential information means all technical, industrial or commercial information and secrets, patented or patentable inventions concerning formulas, recipes (also of lacquers and paints), products and/or production processes, tests, ideas, executive solutions, analyses, researches and results of the researches conducted, the current and/or potential developments of formulas, recipes (also of lacquers and paints), products and/or production processes, the know-how and, more generally, all the data, the news, the specifications, drawings, projects and the information of the Vendor of which the Buyer has become aware (or even only in possession of) in any moment or of which, in any case and for whatever reason, it acquires availability as a consequence of or on the occasion of the performance of its activity.

**7.2** The Buyer acknowledges that all confidential information has a nature of secrecy, also pursuant to articles 98 and 99 of the Italian Legislative Decree n. 30 issued on the 10 February 2005, and, therefore, it undertake, for the entire duration of the contract as well as after its termination

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for any cause, to keep them as strictly confidential and secret, using all the due diligence and adopting all the precautions necessary to avoid any disclosure or communication to any third party.

**7.3** It does not constitute confidential information that information that the Buyer can prove, in the manner provided by the law:

- a) that it was in the public domain or in any case easily accessible prior to its communication;
- b) that it was already known to it prior to its communication by the Vendor;
- c) that it was received by a third party (to which it was already known) in a lawful manner;
- d) that its use or disclosure was authorized in writing by the Vendor.

**7.4** The Buyer:

- a) shall restrict the collaborators which will have access to the confidential information of the Vendor to those who are required in function of their work tasks, and who have likewise personally subscribed the commitment to keep as confidential said confidential information;
- b) shall be directly liable to the Vendor for the work of its collaborators who will have access to the confidential information of the Vendor and, in particular, for any breach by the above mentioned collaborators of the obligation of confidentiality provided herein.

**7.5** Neither the Buyer nor its collaborators shall use for any reason whatsoever, whether directly or indirectly via third parties, in their own interest or in the interest of any third party, without the prior written consent of the Vendor, the confidential information of the latter.

**7.6** In no event shall the disclosure or delivery of confidential information be construed as granting by the Vendor to the Buyer any rights or licenses to it and in any case to present or future inventions, trade secrets, trademarks, copyrights, patents or know-how held or controlled by the Vendor itself, now or in the future.

**7.7** The Buyer acknowledges that the confidential information that has already been communicated to it or will be communicated to it in the future is and will remain the property of the Vendor and undertakes to promptly return it to the Vendor upon its simple request, as well as to return all material relating to it, without withholding any copy and, in any case, absolutely refraining from any use of the confidential information itself and/or the aforesaid material. The return of the confidential information and/or related material shall not relieve the Buyer from the obligation of confidentiality provided for in the agreement. In any case, neither the failure to return the confidential information and/or related material, nor the failure to request the return or destruction of the confidential information and/or related material, shall release the Buyer from the obligation of confidentiality provided for in this general terms and conditions of sale.

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## Art. 8 - Price - Calculation of fee

**8.1** The price indicated by the Vendor in the offer of sale (unless indicated otherwise and/or agreed in writing between the parties) is intended:

- a) expressly in euros;
- b) a fixed unit price (a lump sum);
- c) net of any tax, levy, duty and/or cost which may be applied to the sale in compliance with the regulations in force;
- d) net of any freight and any shipping and/or transport costs and charges;
- e) net of packaging costs.

**8.2** The total price shall be established by applying to the quantity of goods actually produced by the Vendor (the quantities of goods falling within the tolerances provided for in the company procedures of the quality system as set out in Attachment n. 1 to these general terms and conditions of sale shall also be taken into consideration) the aforementioned price with the increases referred to in the previous clause applicable from time to time. In any case, the amount due by the Buyer shall be the amount indicated on the invoice issued by the Vendor.

**8.3** Should the cost of raw materials, energy, labour and/or in general of the production factors necessary for the manufacture of the goods increase between 7% (seven %) and 10% (ten %) in the time elapsing between the acceptance of the offer of sale and the delivery of the goods, the Vendor shall inform the Buyer and shall increase proportionally the agreed price for the goods, any objection of the Buyer being hereby removed and denied.

**8.4** Should the above mentioned increase be higher than 10% (ten %), the Vendor may ask the Buyer for a revision of the consideration and, in the absence of agreement on this point, declare the contract terminated.

**8.5** In case of special equipment necessary for the production of the goods, the Vendor shall charge the Buyer, in addition to the price of the goods, a sum as contribution for the expenses incurred for such equipment.

## Art. 9. - Deadlines, terms and methods of payment of fee

**9.1** The payment of the fee:

- a) must be made in compliance with the deadlines, terms and methods set out in the invoice issued by the Vendor and, failing this, in the offer of sale;

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b) must not in any event be omitted and/or delayed by the Buyer, even if the Buyer refuses, delays or fails to take the goods and/or raises exceptions and/or objections to the Vendor (even in the event of faults, defects and/or non-compliance of the goods) and/or in the event of general disputes, since the agreement concluded is expressly subject to the "solve et repete" clause.

**9.2** If the parties have agreed a reduction to the total fee, the absence of the reduction on the invoice does not give the Buyer the right to refuse to make the payment, but simply to request the issuing of a credit note partially repaying the invoice.

**9.3** Hereby renouncing and waiving any exception and/or objection from the Buyer, an absent and/or delayed payment of the fee within the aforementioned deadlines gives the Vendor the right:

a) if payment by instalments has been foreseen, to declare the Buyer to have forfeited the benefit of the term and, therefore, to demand immediate payment of the entire amount of the unpaid price;

b) to obtain from the Buyer the payment of interests for delayed payment in the measure provided for by Italian Legislative Decree n. 231 issued on the 9 October 2002, as amended and supplemented;

c) to declare the contract terminated due to the fact and fault - and, therefore, due to non-fulfilment - of the Buyer, exercising also all rights of compensation and indemnity deriving therefrom;

d) to suspend the performance of any other contracts and/or offers of sale accepted by the Buyer which are in progress (including the one in relation to which payment has been omitted or delayed, if deliveries of the goods have been agreed to be divided into two or more tranches), or - at the Vendor's sole discretion - to terminate said contracts and/or offers of sale already accepted due to the Buyer's fault and, therefore, without any right of the Buyer to receive any compensation and/or indemnity. All this while legitimately claiming payment for the activity carried out;

e) to make any other invoices issued, even if in respect of other contracts entered into with the Buyer and/or other offers of sale accepted by the Buyer already fully or partially executed (including the invoice in respect of which payment has been omitted or delayed, if delivery of the goods has been agreed to be divided into two or more tranches), immediately payable, with the right to request immediate payment.

**9.4** No set-off is allowed between the amount of the invoices issued by the Vendor and any invoice to be issued by the Buyer for any reason or cause whatsoever even if they originate from, or are justified by, the contract concluded between the same parties.

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## Art. 10 - Transport - Terms and methods for delivery of goods

**10.1** The risk, expenses and costs relating to the delivery of goods shall be calculated in accordance with and on the basis of Incoterms 2020 published by the International Chamber of Commerce, and in particular on the basis of the specific Incoterms set out in the offer of sale. If the Incoterm to be applied for a specific sale is not indicated, it shall be carried out in compliance with the Incoterm "EXW" (ex works).

**10.2** In case of delivery by carrier, the Vendor, as well as the Buyer, each for its own competence, undertake to use only carriers suitable to perform the type of transport to be carried out.

**10.3** The delivery terms of the goods indicated in the offer of sale shall run from the date of the Buyer's acceptance. The above delivery terms are, however, indicative and may be subject to variations depending on the load of the production lines and market situations. In the event of no indication of the delivery terms, it is understood that the Vendor shall deliver the goods within the terms compatible with its own production load and its own company organization.

**10.4** In no event can the Buyer hold the Vendor responsible for damages incurred or which may be incurred due to a missed, early or late (total or partial) delivery. Therefore, the Buyer has no right to receive compensation and/or damages of any kind from the Vendor for this type of occurrence.

**10.5** In any event, the Buyer is required to receive and take delivery of the goods even if the delivery is partial, delayed and/or early.

**10.6** If the Buyer refuses, delays or, in general, fails to take delivery of the goods, regardless of the reason for such a refusal, delay or failure, it must bear the full storage costs and expenses incurred by the Vendor by way of compensation.

**10.7** If - irrespective of the conditions set forth in the Incoterm applicable to the specific sale - the goods are to be delivered to the Vendor's factory, plant, site and in general to any warehouse or facility at the Vendor's disposal (even if owned by third parties) and the Buyer refuses, delays or omits to collect the goods, the Vendor shall keep the goods at the Buyer's disposal for not more than 12 (twelve) months from the date on which the Vendor has notified the Buyer in writing that the goods have been made available. After 90 (ninety) days from such notification, the Vendor shall charge the Buyer the sum of 10,00 (ten) euro per week (or fraction of a week) for each pallet or crate of goods stored, until the goods are collected. After 12 (twelve) months from the aforementioned communication, the Vendor shall destroy and/or dispose of the goods not collected at the full cost and expense of the Buyer. Independently from the destruction and/or disposal of the not collected goods, the Buyer shall pay the relevant price.

**10.8** The right of the Vendor to be refunded for the higher damages, costs and charges incurred by the Vendor as a consequence of the refusal, delay and/or failure to collect the goods (and this, therefore, also in excess of the amounts that the Vendor shall charge to the Buyer according to the previous clauses 10.6 and 10.7) shall remain unaffected.

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## Art. 11 Inspection of goods - Complaints - Manufacturer's warranty - Buyer's warranty in favour of the Vendor

**11.1** It is the Buyer's obligation to check the goods at the time of delivery. In particular, upon delivery of the goods, the Buyer shall check the condition and integrity of all pallets, crates and, in general, of all packaging in which the goods are stored. At the same time and on a sample consistent with the quantity delivered, the Buyer shall unpack the goods to check their condition and integrity. The costs, expenses and charges of such checks shall be borne exclusively by the Buyer.

**11.2** If, upon completion of the checks referred to in the preceding clause, the Buyer discovers any damage, flaws and/or defects and/or non-conformity of the goods, he shall immediately enter his reservations on the transport document (in the case of national transport), or on the CMR (in the case of international transport) - or other similar documents - and shall immediately notify the Vendor (by sending him a specific complaint) in the case of national transport, or within a maximum of 7 (seven) days in the case of international transport.

**11.3** If hidden defects and/or flaws are found, the Buyer shall send its claim to the Vendor not later than 8 (eight) days after their discovery and - however - not later than:

- a) the term of 6 (six) months from the date of delivery of the goods, if the goods are in the converting sector;
- b) the term of 6 (six) months from the date of manufacture of the goods, as indicated on the label, if the goods are in the rolling sector and have shown oxidation defects;
- c) the term of 12 (twelve) months from the date of production of the goods, as indicated on the label, if the goods belong to the rolling sector and have shown defects other than oxidation.

**11.4** The presence of goods damaged, flawed, defective and/or not complying with the offer of sale does not constitute a Vendor's breach of contract, or cause of withdrawal or termination of the contract by the Buyer. The Buyer, however, has the right to ask to the Vendor the replacement of the goods. This right must be exercised - on pain of forfeiture - within and no later than the reporting deadline referred to in clauses 11.2 and 11.3, depending on the type of defect.

**11.5** The Vendor has the right to accept the request for replacement of the goods referred to in the precedent clause 11.4 or to compensate the Buyer for damages, in any case never exceeding the value of the same goods. Both in case the Vendor opts for the replacement of the goods and in case the Vendor opts for compensation for damages within the above mentioned limit, the Buyer shall not be entitled to claim any further claim or right against the Vendor for higher, further or

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different compensation, indemnification or refund, neither for direct damages, nor for indirect damages, which it claim to have suffered.

**11.6** The Vendor warrants to the Buyer that the goods will not undergo any alteration and/or deterioration as a result of the passage of time such as to impair their quality and usability by the Buyer for the use mentioned in art. 3 above and this for a maximum period of 18 (eighteen) months from the date of production as indicated on the label affixed to it. This guarantee is moreover given and operative on condition that the goods are stored and kept according to the best science and experience of the moment and of the sector for which they are destined and, therefore, in a suitable and appropriate way to preserve their characteristics and properties unaltered according to their intended use. Therefore, this warranty does not apply and, therefore, the Buyer has no possibility to claim or contest the goods and, therefore, to replace them, or to receive compensation for damages, if the obligations and duties of adequate and/or appropriate storage and custody of the goods are not respected and for this reason the goods shows a lack or reduction of their characteristics and properties.

**11.7** It is also excluded for the Buyer any possibility of claiming or contesting the goods and, therefore, of claiming their replacement, or of compensation for damages, in the event that they have been subjected to processing also partial by third parties, decaying the Buyer from any warranty.

**11.8** The Buyer undertakes and expressly obliges to use and utilize the goods in accordance with the intended use which is their own and, in particular, to that in function of which they are made, as provided for in art. 3 of this general terms and conditions of sale. The use of the goods, however, shall be in accordance with the principles and discoveries of the best science and experience of the moment of its use.

**11.9** The Vendor disclaims any liability to the Buyer for damages - direct, indirect, immediate or future - which it has to undergo as a result of the manner in which the goods have been used, stored, circulated by the Buyer, especially where such modalities are differing from those referred to in the preceding clauses 11.6, 11.7 and 11.8.

**11.10** The Vendor also disclaims any liability in relation to the alterations suffered by the goods as a consequence and/or effect of the substances and/or products with which they are placed in contact with by the Buyer, as well as in relationship to the alterations suffered by the substances and the products that have been placed in contact with the goods by the Buyer.

**11.11** As a result of all the foregoing, the Buyer guarantee the Vendor for any damage, disbursement, expense and cost has suffer to and/or support by the Vendor as a result of claims - of any entity, nature and typology - that third parties have advanced to him as a "producer" of the goods used and diffused by the Buyer.

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**11.12** Save for wilful or gross negligence of the Vendor, the guarantee referred to in this article replaces the guarantees of law for defects and conformity and excludes in any case any other possible liability of the Vendor for alleged damages originating from the goods sold; the Buyer, therefore, may not advance claims for damages, reduction of the price or termination of the contract, and in no event shall the Vendor be liable for direct, indirect or consequential damages, loss of production, downtime and/or missed profits suffered by the Buyer and/or by third parties because of the goods.

**11.13** In particular, in the case of sales of food packaging the Buyer shall take indemnify the Vendor from any responsibility in terms of information on the food referred to in regulation EU n. 1169/2011 which entered into force on 13/12/2014 and subsequent modifications and additions.

## Art. 12 - Packaging

**12.1** Unless a different written agreement, the costs, expenses, obligations and all requirements set out in the applicable regulations in force at the time (on a national and/or EU and/or international level) for the disposal of packaging material and elements of protection, security and attachments used in transporting the goods shall be borne exclusively by the Buyer.

**12.2** If the Buyer fails to comply with the above and the Vendor becomes legally responsible, the Buyer is obliged, without exception, to hold harmless and indemnify the Vendor from any responsibility and any detrimental consequence which it may incur.

**12.3** If the offer of sale states that the delivery of the goods shall be made using packaging materials and elements of protection, security and attachments which are to be returned to the Vendor ("Packaging to be returned"), it is expressly agreed that the Vendor retains the ownership of the packaging to be returned. Furthermore, the Buyer is obliged - at its full costs and expenses - to:

- a) return the packaging to be returned to the Vendor site which sent the goods within 6 (six) months of the goods shipment date;
- b) manage, store, handle and transfer the packaging to be returned with due care and attention, preserving its state and keeping it in its original conditions;
- c) handle the registration and communicate to the Vendor the movement and transfer which the returning packaging will undergo.

**12.4** Always with regard to the packaging to be returned, the Vendor shall charge the Buyer, without prejudice to any greater damages, the relevant cost if:

- a) the Buyer fails to return part or all of the packaging;
- b) the Buyer returns part or all of the packaging in a damaged state;

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c) more generally, there is a discrepancy between the quantity of packaging to be returned as calculated by the Vendor's stocktaking as used for the delivery of the goods to the Buyer and the amount of packaging actually returned.

## Art. 13 - Force majeure

**13.1** Events of force majeure are understood as being, for instance, events such as: fires, floods, earthquakes, epidemics, pandemics, wars, building collapse, riots, terrorist acts; lockouts, strikes, industrial disputes in general, breakdown of machinery and/or equipment, stoppage of production to carry out maintenance, repairs or refurbishment of facilities, furnaces or buildings, interruption of provisions or shortages in the supply of raw materials, fuels, and electrical energy, transport interruptions or problems, interventions of the administrative or public authorities. More generally, an event of force majeure is any situation which is independent of the will of the Vendor and is out of its control, presenting obstacles or limits to the normal functioning of its production, sale and, in general, its economic and productive activity.

**13.2** If any event of force majeure occurs, the Vendor has the right to reduce the quantity of goods sold, to delay delivery or shipping deadlines, or withdraw from the agreement - regardless of the state of progress - without the exercise of any of those rights being accompanied by a right of compensation and/or indemnity for the Buyer. The Buyer is obliged to pay for the services carried out up to that point - even if incomplete - by the Vendor before verifying the event of force majeure.

**13.3** If the event of force majeure (or its effects) last(s) for over 2 (two) months from its initial occurrence, the Buyer may withdraw from the agreement, waiving the right to any compensation and/or damages and, in any case, ensuring the payment of the fee for the services carried out up to that point - even if incomplete - by the Vendor before verifying the event of force majeure.

## Art. 14 - Excessive burden

**14.1** Without prejudice of the provisions of clauses 8.3 and 8.4, if for any unforeseen reason, the obligations of the Vendor exceeding and/or different from the mere production of the goods have become excessively onerous with regard to the consideration originally agreed, so as to modify the consideration by over 10% (ten %), the Vendor may request the Buyer that a review of the contractual conditions is carried out, and failing this, declare the agreement terminated.

## Art. 15 - Express termination clause

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**15.1** As well as in all the events set out by the legal provisions in force and the specific contractual clauses which result in such a consequence, the Vendor has the right to terminate the agreement if:

- a) the Buyer ceases its business or professional activity;
- b) the Buyer files a petition for liquidation, an agreement among creditors, bankruptcy or other insolvency procedures (or, if the Buyer is not Italian, the equivalent and/or corresponding procedures);
- c) the Buyer is subject to procedures of seizure and/or repossession and/or enforcement proceedings (or, if the Buyer is not Italian, the equivalent and/or corresponding procedures);
- d) the Buyer is declared insolvent or is registered on the insolvency register (or, if the Buyer is not Italian, the equivalent and/or corresponding acts);
- e) the Buyer's economic and/or financial and/or asset conditions change in such a way so as to jeopardise the payment of even a fraction of the agreed fee.

**15.2** In the above cases, the agreement may be terminated legitimately in accordance with art. 1456 of the Italian Civil Code as soon as the Vendor expressly communicates its wish in writing to enact the termination clause, without prejudice to the Vendor's right to compensation for damages for the failure to execute the agreement, including damages for any other occurrence arising from the Buyer's failure to fulfil the agreement.

**15.3** In any case, the Vendor may - at entirely its own discretion - as well as exercising its right to terminate the agreement, suspend - for a period of time decided at its own discretion - its own fulfilment of its contractual obligations in accordance and pursuant to art. 1461 of the Italian Civil Code, unless the Buyer provides a guarantee for the fulfilment of these obligations which is deemed appropriate and approved by the Vendor itself.

## Art. 16 - Ethical code and organizational and management model

**16.1** The Buyer declares that it has read and understood the contents and the obligations resulting from the ethical Code and from the Organization and Management Model of the Vendor, drafted according to the Italian Legislative Decree n. 231 issued on the 8 June 2001, as published on Vendor's web site, and undertakes to respect their contents - verifying from time to time that they are up-to-date as shown on the above-mentioned website - and not to take on, directly or by third parties, behaviors that constitute breach of these model and code. Furthermore, the Buyer undertakes and is obliged - compatibly with its internal organisation and structure - to adopt an organisational and management model and a code of ethics with the contents envisaged by the model and code adopted by the Vendor (as may be updated in the course of time) and to impose

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on its suppliers, collaborators, partners and, more in general, assignees, the same obligations envisaged by this article.

## Art. 17 - Applicable law - Exclusive jurisdiction

**17.1** These general terms and conditions of sales and any agreement arising out of these terms will be exclusively governed by Italian Law.

**17.2** Any dispute arising out of any future agreement governed by these general terms and conditions of sale i.e., relationship, action, omission or claim arising and/or resulting from it is exclusively subject to the Courts of the Italian Republic. The exclusive competence among these is allocated to the Court of Lecco.

These general terms and conditions are drawn up in Italian and in English. In the event of any conflict or doubt as to interpretation between the two texts, the Italian text shall prevail.

17/02/2022

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## Annex n. 1 – Tolerances of the quantities of the orders

### 1 - Tolerances of the quantities of the orders rolling

Order quantity	Tolerance
$\leq 1.000$ kg	$\pm 25\%$
$1.001 \div 5.000$ kg	$\pm 10\%$
$\geq 5.001$ kg	$\pm 5\%$

### 2 - Tolerances of the quantities of the orders converting

Order quantity	Tolerance
$\leq 300$ kg	$\pm 30\%$
$301 \div 1.000$ kg	$\pm 20\%$
$1.001 \div 2.500$ kg	$\pm 15\%$
$2.501 \div 5.000$ kg	$\pm 12\%$
$\geq 5.001$ kg	$\pm 8\%$

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