

## GENERAL TERMS OF SALE

Rev. 1 – 28/3/2024

### Definitions

The following capitalized terms shall have herein the following meaning:

- **“Supplier”**: means the company RIALTI S.p.a., with its registered office in 21020 Taino (VA) 21020, Via Varese 133 (Italy) and n. 345315 registered at R.E.A. of Varese;
- **“Customer”** and / or **“Buyer”**: means any individual, company or other legal entity that purchase Goods from Rialti S.p.A.;
- **“Order”**: means the supply request by the Customer or Buyer which finds confirmation in the **“Order Confirmation”** issued by the Supplier setting terms and commercial and contractual conditions of each individual supply;
- **“Sale”** and/or **“Contract”**: means any Contract or Agreement between the Supplier and the Customer and/or the Buyer concerning the Goods manufactured and/or marketed from Rialti S.p.A.;
- **“Goods”** e/o **“Products”**: means the object of the supply of the Contract or Sale;
- **“Parties”**: means the Supplier and the Customer and/or the Buyer jointly.

### Art.1 - General provisions

1. The general Conditions of Sale herein shall be applied to each Products Sale. In the event of a conflict between the conditions and terms referred to these Sales Conditions and the conditions and terms agreed in the individual Sale, these latter shall prevail.
2. The Supplier shall not be bound by General Conditions of Purchase of the Customer (hereafter “GPC”), even in the event that they are referred to or are included in the orders or in any other documentation from the Customer, without the written approval of the Supplier. The GPC shall not be bound for the Supplier neither as a result of tacit approval.
3. The Supplier shall reserve the right to add, amend or eliminate any clause of these Sales Conditions, in any moment and without any notice. It is therefore recommended to regularly view these GSC, available at [www.rialtispa.com](http://www.rialtispa.com)
4. Any reference to the commercial terms (such as EXW, FCA, DAP, DDP, CIF etc.) is meant to be considered as reference to INCOTERMS® 2020 of the International Chamber of Commerce, in the text in force on the date of the application of the specific Contract.

### Art.2 – Product features - Changes

1. Any information or data on the characteristics and / or technical specifications of the Products contained in brochures, price list, catalogues or similar documents shall be binding in as much as these data have been specifically referred to the Contract.

2. The Supplier shall reserve to apply to the Products the modifications that, without changing the basic characteristics of the Products, should be necessary or appropriate, unless otherwise agreed with the Customer.

### Art.3 – Orders and Order confirmations

1. The Orders of the Customer and any related changes of the Order shall be binding for the Supplier only after having received the related written Order Confirmation from the Supplier.
2. Any changes of the Order, in all its terms, shall be communicated to the Supplier at least 30 (thirty) days in advance of the delivery / collection date initially agreed. The compliance with this notice is not, however, to be considered as a guarantee of the possibility to change the Order as requested by the Customer.
3. The Customer shall, however, carefully check the correspondence between the forwarded Order and the Order Confirmation received and notify in writing to the Supplier of any error within 5 (five) days from the reception of the Order Confirmation.

### Art.4 – Terms of delivery

1. The date of delivery/ collection of Goods shall be exclusively the date specified in the Order Confirmation. The date of delivery/ collection pointed out in the Order is purely approximate and it is not binding for the Supplier, unless otherwise agreed between the parties. The Supplier shall do all that he can in order to punctually execute the Contract and deliver the Products in line with the requested quantities, except in the event of unpredictable events and, however, not attributable to the Supplier.
2. The terms and the delivery/collection conditions between the Supplier and the Customer shall be interpreted in line with the INCOTERMS® 2020, unless these latter conflict with these general conditions; in this case, these latter shall be considered prevalent.
3. In the event the Supplier expects not to be able to deliver/prepare the Products on the agreed delivery/ collection date, he shall promptly notify it in writing, pointing out, where possible, the new and following date of expected delivery/readiness. It is to be understood that, if the delay attributable to the Supplier exceeds 6 (six) weeks, the Customer may dissolve the Contract regarding the Products which delivery/ collection is delayed, with a prior notice of 20 (twenty) days, to communicate in writing to the Supplier.
4. Any delay due to Force Majeure events is not attributable to the Supplier (as defined in Art. 11) or due to acts or omission of the Customer (such as missing communication of the necessary directions for the supply of the Products).

### Art.5 – Retention of property

1. The Products supplied shall remain property of the Supplier until the full payment of the price pursuant to the Art. 1523 et seqq. of the Civil Code. The Customer, until the transfer of the ownership of the goods, shall not alienate or have them available without the consent of the Supplier.



2. The Customer commits to maintain the goods in perfect conditions; the Supplier shall inspect in any time the goods in order to verify the state of servicing and/or conservation.
3. The Customer commits, finally, to keep the goods bound to the retention of property in a separated way in its warehouse, in order to allow to be correctly identified.
4. In case the sold goods are transformed and/or processed by the Customer, the retention of property shall extend to the finished Products.

### Art.6 - Prices

1. Unless otherwise agreed, the prices are to be understood for Products packed in Big Bag, delivered in line with the INCOTERMS® 2020 FCA/EXW – 21020 Taino-Italy, being understood that any other expense or cost shall be charged on the Customer.
2. If, as a consequence of extraordinary and external factors, the execution of the Contract becomes particularly onerous, such to entail an excessive economic shortage for the Supplier, this latter has the authority to renegotiate the conditions and, in the event of failure to achieve the agreement, both parties shall have the right to rescind the Contract giving written notification to the other party with a prior notice of 20 (twenty) days from the requested date of goods readiness.

### Art.7 – Terms of payment

1. If the parties have not specified the conditions of payment, the payment shall be arranged as indicated in the following Art. 7.2
2. If the parties have agreed the post-dated payment, this latter shall be arranged, unless otherwise agreed, within 10 (ten) days from the invoice date by bank transfer. The payment is meant to be arranged when the full amount is available to the Supplier or to the factoring company designated for the collection.
3. If the parties have agreed the advance payment without any other details, it is meant that the advance payment refers to the entire amount. Unless otherwise agreed, the advance payment shall be accredited on the bank account of the Supplier at least 30 (thirty) days before the agreed delivery/collection date.
4. If the parties have agreed the payment against documents, the payment shall be arranged, unless otherwise agreed, Documents Against Payment.
5. Unless otherwise agreed, any expenses or bank commissions due to the payment shall be charged on the Customer.
6. In the event of a missed payment, the interests for late payment at the legal rate shall be charged on the Customer, calculated in line with the provisions of the Legislation CE 2000/35 and Legislation 2011/7/ UE and D.LGS 231/2002 and D.LGS 192/2012.



### **Art.8 - Irregularity, delay or suspension**

1. Any delays in payments by the Customer shall legitimize the Supplier to immediately suspend the delivery/collection of the Products by the Customer, even if it concerns the orders or batches different from the one which refers to the irregular or delayed payment.
2. Any complaints relating to the Products and/or the delivery/readiness of the same shall not in any case justify the suspension or the delay in payment.

### **Art.9 - Termination of the Contract or suspension of delivery**

The Supplier shall cancel each Order already confirmed and/or terminate any Contract of Sale and/or suspend the delivery/collection of the Goods with immediate effect if at least one of the following conditions are met:

- a) The Customer is in a state of insolvency or in arrears or in liquidity crisis or insolvent or is admitted to any insolvency procedure or similar procedure;
- b) The assets of the Customer are placed totally or partially under judicial requisition or a liquidator official receiver of the Customer 'assets is appointed;
- c) The financial or patrimonial situation of the Customer is subjected to a worsening such as to cause a reduction or an annulment of credit by the credit Insurance or the annulment of a renewable letter of credit and does not provide suitable additional guarantee to the Supplier;
- d) The Customer fails to fulfil a fundamental obligation of the general conditions herein or of a Contract of trade of Products towards the Supplier.

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### **Art.10 - Warranty for defects /Limitation of Liability**

1. The Supplier shall not guarantee the compliance of the products to particular specifications or technical characteristics or their suitability for particular uses except in so far as these characteristics are specifically agreed in the Contract or into the documents mentioned into the Contract.
2. After 6 (six) months from the goods reception, object of the supply, the same shall be considered accepted, in any case, without reserves. The Customer shall denounce any faults and/or defects of the same within 8 (eight) days from the goods reception, under penalty of forfeiture. The notification shall be made exclusively in writing and shall contain the detailed specification of the faults and/or defects denounced. Corresponding reserves will have to be explicitly and clearly written also on the CMR and delivery documents.
3. After the notification of the communication concerning the found defects, the Supplier reserves the right to examine the Goods. Until that moment, the Customer shall guarantee the access to the Supplier, a suitable storage of the Products and the separation from other goods/ materials. Failure to comply with this prevision shall make impossible to accept the complaint.
4. The Customer shall not make returns of Goods without the prior written authorization of the Supplier and only after having arranged for the necessary checks. In the event of unauthorized returns, the costs of returning and/or storing of the Goods shall be charged to the Customer.

5. In any case the Customer renounce as of now to make exceptions of any kind, based on defects and/or faults of the supplied Goods, intended to refuse and/or delay the payment of the same. In the event of a complaint on the quality of the Product and/or time of delivery, the Customer may assume legal initiatives against the Supplier only after having paid the purchasing price.
6. The Supplier is not responsible in the event that the Customer or the final customer have not stored or have taken care of the Products in a suitable way.
7. The Supplier shall not be in any way responsible for any indirect damage, or loss of profit or commercial image that may be suffered by the Customer as a consequence of the characteristics or possible defects of the Products.
8. Except otherwise agreed in writing, no guarantee shall be released by the Supplier regarding the compliance of the Products with the legislations and regulations of any nature, hereby explicitly including safety and accident prevention regulations.
9. The liability of the Supplier for whatever reason, including but not limited to shortfall or lack of conformity, shall be limited, alternatively, to the replacement with another amount of Goods conforming in terms of technical characteristics or to the cancellation of the Contract and return or reduction of the price already paid.

#### Art.11 - Force majeure

1. In the event of Force Majeure – such as, but not limited to: war, deployment, insurrection, fire, electricity blackouts, lockouts, pandemics, strikes (including those in the transport/logistic sector), pandemics, illness or injuries of the Supplier' employees – the Supplier in any moment may suspend its own obligations until when the cause indicated as Force Majeure no longer exists.
2. The causes of Force Majeure also include the interruptions linked to the missing performance to which third-parties are required, such as but not limited to: failure or delayed delivery on the hand of suppliers, raw materials or lack of energy.
3. In the event that the Force Majeure lasts for a period exceeding 30 days, the Supplier shall, under the applicable law, terminate the Sales Contract, without any obligation of compensation.

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#### Art.12 - Intellectual property

The Customer is required to comply with the laws and customs that regulate the intellectual property.

#### Art 13 - Confidentiality

Each party commits to treat as confidential all technical and commercial information mutually exchanged and however not to divulge to third parties any received information having confidential nature, unless otherwise agreed in written with the counterpart or due to legal obligation.



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**Art.14 –Applicable Law/ Court of jurisdiction**

This Agreement shall be governed by the laws of Austria without recourse to the conflict of law principles or the UN Convention on contracts for the International Sale of Goods. Any dispute arising in connection with the Contract shall be exclusively submitted to the jurisdiction of the competent court in Vienna, Austria or, at the choice of Supplier, to the competent court of where the Buyer has its principal place of business.

**Art.15 - Nullity**

If a clause contained in these general conditions of Sale is considered invalid, illegal or not applicable, the validity and the applicability of the other clauses shall remain preserved.

**Art 16 – Applicable language**

- 1. Copies of the official version in English are published on the website [www.rialtispa.com](http://www.rialtispa.com) and may be requested by the customer.

**Art.17 – Information of the processing of personal data - GDPR**

- 1. RIALTI S.p.A. complies with GDPR. RIALTI S.p.A. informs you that your personal data will be treated in full compliance with the obligations and principles of law, ensuring the full protection of the rights and the fundamental freedoms that are recognized. (Information of the processing of personal data – customers).
- 2. Purposes: Customer administration, fulfilment accounting system, fulfilment of quality management based on our contractual relationship and/or why you use our Products and/or services.

**RIALTI S.p.A.**

**Customer:**

**Name:**

**Name:**

**Date:**

**Date:**

**Signature:**

**Signature:**