GENERAL SALES CONDITIONS

C.a.p.p. Plast S.r.l.

1. GENERAL PROVISIONS

1.1. The terms and conditions set forth below (the "General Conditions of Sale") govern the methods and conditions of sale of the goods ("Products") marketed by C.A.P.P. Plast S.r.l. ("Supplier") . All contracts for the sale and delivery of Products by the Supplier to the buyers ("Customers") are governed by these General Conditions of Sale, which form an integral and essential part of every proposal, order, and order confirmation for the purchase of the Products themselves, even without express reference to them or a specific

agreement to that effect. This is because these General Conditions of Sale are considered fully accepted by the Customer from the moment of the order and, in any case, upon the conclusion of the Contract referred to in Article 2.3.

1.2. It is the Customer's responsibility, using ordinary diligence, to take note of these General Conditions of Sale and their future updates.

1.3. The Customer cannot invoke or raise objections based on conditions other than those contained in these General Conditions of Sale. Therefore, any general and/or specific conditions of the Customer, specified on the purchase order by the Customer or otherwise indicated on their brochures, catalogs, websites, publications, drawings, or any other document, shall not apply, not even partially.

1.4. Any condition or term different from these General Conditions of Sale shall apply only if expressly agreed upon by the Parties in writing. Even in this case, these General Conditions of Sale shall continue to apply to the parts not derogated from.

1.5. In case of conflict between these General Conditions of Sale and the special provisions contained in the Contract, the latter shall prevail.

2. FORMATION AND CONCLUSION OF THE CONTRACT

2.1. The Supplier's offers do not constitute contract proposals pursuant to art. 1326 of the Italian Civil Code and are therefore not to be considered binding, but are purely indicative and may be revoked at any time.

2.2. Any order from the Customer—even if it conforms to the offer and even if obtained through the Supplier's collaborators and/or agents—is not binding on the Supplier unless the Supplier has accepted it in writing.

2.3. The Contract ("Contract") between the Supplier and the Customer is considered concluded only when the Customer's order has been accepted by the Supplier by means of a written order confirmation (including via email) or when the Supplier has started executing the order.

3. INFORMATION OBLIGATIONS

3.1. The Customer shall always provide all useful and necessary information to enable the Supplier to execute the Contract. The Customer shall guarantee that such information is accurate and complete, assuming exclusive responsibility for any inaccuracy and/or incompleteness.

3.2. Should the Customer fail to make the information referred to in Article 3.1 available to the Supplier, or fail to provide it in time for the execution of the Contract or, in any case, in a manner compliant with the terms provided for in the Contract, the Supplier may, pursuant to Article 1460 of the Italian Civil Code , not execute the Contract, without any delay or breach being attributed to it as a result.

4. PRICES AND TERMS OF PAYMENT

4.1. The prices of the Products are expressed in Euros and are to be understood as net of VAT, taxes, duties, customs expenses, and other fiscal charges, as well as packaging costs.

4.2. Payment of the price by the Customer must be made at the Supplier's domicile within thirty (30) days from the date of issue of the invoice, without the possibility of any set-off.

4.3. In the event of non-compliance with the payment terms indicated in Article 4.2 of these General Conditions, the Customer shall be considered in default for all legal purposes, without the need for formal notice. In this case, the Supplier shall have the right to demand immediate payment of the entire credit, with the consequent revocation of the discounts granted, and shall have the right to demand default interest at the rate provided for by Legislative Decree 231/2002 and subsequent amendments and integrations. Fractions of a month shall be considered a full month.

4.4. In the event of payment delay exceeding 30 days compared to the agreed deadline, or, even earlier, when it is objectively probable that the Customer does not wish to or cannot fulfil its obligations, the Supplier has the right to: (i) request advance payment of the entire Price or part of it; (ii) request suitable security to protect its credit under the conditions indicated by the Supplier; (iii) suspend, in whole or in part, the fulfillment of its obligations, until the Customer fulfills its obligations.

4.5. In the event of the Customer's default, the Supplier may also terminate the contract, by communication to be sent with a simple registered letter, and retain all sums paid by the Customer up to that time as a penalty, in addition to any greater damages.

4.6. All judicial and extrajudicial expenses incurred by the Supplier as a result of the violation of any obligation by the Customer shall be borne by the Customer.

4.7. Subsequent to the conclusion of the Contract and until the delivery of the Products to the Customer has been completed, the Supplier has the right to charge the Customer for any increases in the sale prices of the Products, based on and proportional to objective variations in production costs (resulting, by way of example but not limited to, increases in the costs of raw materials, energy, and labor), following written communication, including via email.

4.8. In addition to the provisions of Article 4.7, in the event of extraordinary events that lead to a significant increase in production costs (such as, by way of example but not limited to, exceptional increases in the cost of raw materials exceeding [10%] or sudden changes in exchange rates), the Parties undertake to renegotiate the prices of the Products in good faith. In case of failure to reach an agreement on the price revision within 30 days from the start of negotiations, each Party shall have the right to withdraw from the Contract limited to the part not yet executed, without liability towards the other Party.

4.9. The Supplier reserves the right to execute the contract through partial deliveries of the Products, issuing the corresponding invoices.

4.10. In the case of sales outside the territory of the Italian Republic and/or the Euro area, all risks arising from currency fluctuations shall be borne by the Customer. Payments must be made in the currency indicated on the invoice. The Customer is responsible for compliance with all applicable currency regulations and international sanctions.

5. DELIVERY TERMS

5.1. All agreed delivery terms are purely indicative and never essential.

5.2. Unless otherwise agreed between the parties and except in cases of willful misconduct and gross negligence, any delay in delivery compared to the agreed terms does not constitute a breach by the Supplier and does not entitle the Customer to request the termination of the Contract or to claim compensation for damages of any nature.

5.3. In the event of a delay exceeding sixty (60) days, the Customer, after sending a written declaration to the counterparty, shall have the right to withdraw from the Contract and to obtain exclusively the reimbursement of the price, in whole or in part, eventually paid.

5.4. The delivery of the Products is understood as "Ex Works" at the production facility indicated in the order confirmation (“EX WORKS” Incoterms® ICC 2010), unless otherwise agreed.

5.5. The Customer fully assumes all charges and risks relating to the Products from the moment of delivery. All transport and insurance operations are the responsibility, expense, and risk of the Customer. Any damages resulting from transport must be disputed with the Carrier pursuant to art. 1693 of the Italian Civil Code.

5.6. The Customer is obliged to collect the Products at the agreed place and time. Should the Customer fail to collect the Products within fifteen (15) days from the time they are made available by the Supplier, the latter reserves the right to store the Products at the Customer's expense and risk, promptly notifying the Customer of the executed deposit. In this case, the risks shall pass to the Customer at the moment the goods are deposited.

5.7. The Seller shall not arrange for the collection of packaging material, which shall be disposed of by the Customer at their own care and expense in accordance with all applicable environmental regulations, including European directives on packaging waste.

5.8. In the case of call-off sales and, in any case, in the case of sales with staggered deliveries, the Customer must in any case take delivery of all the Products covered by the Contract within twelve (12) months following the stipulation of the Contract itself. Upon expiry of the twelve (12) months, the Products will be fully invoiced by the Seller and the clause referred to in Article 5.6 shall apply.

6. RETENTION OF TITLE

6.1. The title to the Products remains reserved to the Supplier until the full payment of the Price and accessory items, pursuant to art. 1523 of the Italian Civil Code. For this purpose—excluding any need to mention the retention of title agreement in the order and/or order confirmation for each single supply of Products—pursuant to and for the purposes of Article 11, paragraph II, Legislative Decree No. 231 of 9 October 2002, it is agreed that the simple confirmation of the same agreement in the individual supply invoices shall in any case be sufficient.

6.2. Until ownership is acquired by the Customer with the full payment of the price pursuant to art. 1523 of the Italian Civil Code , the Customer undertakes to store the Products adequately inventoried, protected, and insured against the risk of total or partial damage resulting from theft and robbery, fire, explosions, piped water, accidental events, socio-political events, and natural events. The Customer also undertakes to store the Products keeping them separate from others owned by him or by third parties, so that any form of confusion is prevented. The Customer is obliged to allow the Supplier, upon simple request, to verify whether these obligations have been respected.

6.3. Until ownership is acquired by the Customer with the full payment of the price pursuant to art. 1523 of the Italian Civil Code , the Customer also undertakes to use the Products exclusively within the context of their production cycle and not to sell them without the written consent of the Supplier. In this latter hypothesis, if the Customer fails to provide for the full payment of the price, the Supplier shall be entitled to all proceeds from the sale of the Products up to the amount of the Price, without prejudice to the right to an adjustment if the proceeds of the sale are less than the agreed Price.

6.4. The Customer shall recognize the Seller's rights to the delivered and held Products on every occasion, undertaking in particular to notify the foreign ownership in case of seizure and/or enforcement proceedings by their creditors, as well as to carry out any other activity necessary to withdraw the Products themselves from such judicial proceedings. The Customer also undertakes to notify the Supplier of the event, within twelve (12) hours of the event and in writing.

6.5. In the event of partial or omitted payment, the Seller reserves the right to demand, upon first request and without further formality, the return of the delivered goods, wherever they may be located, at the Customer's expense and risk. The Customer is obliged to return the Products to the Supplier as soon as the latter requests it.

7. COMPLAINTS – WARRANTY FOR DEFECTS

7.1. The Customer is obliged to check at the time of delivery that the products comply with the Contract. Any complaints relating to apparent defects of the Products (i.e., defects recognizable with the use of ordinary diligence) must be reported in writing no later than eight (8) days from delivery, under penalty of forfeiture.

7.2. Any non-apparent defects (i.e., "hidden" defects) must be reported to the Supplier in writing, under penalty of forfeiture, within eight (8) days of their discovery and in any case no later than twelve (12) months from delivery, pursuant to art. 1495 of the Italian Civil Code.

7.3. The communication referred to in points 7.1 and 7.2 must contain a detailed description of the reported defect. If the complaint is not communicated in the manner and within the terms referred to in these Conditions, the delivered Products shall be deemed compliant with the contractual agreements and thereby accepted.

7.4. The Customer consents to the Supplier examining the merits of the defect complaint through the inspection of the Products. The Customer is obliged to demonstrate that the reported defects already existed at the time of delivery of the Products. It remains understood that the Customer shall lose every right to dispute the existence of defects in the event that the Products have been improperly used or stored by or on behalf of the Customer.

7.5. Should the complaint be deemed well-founded, the Supplier shall, at its discretion and unless otherwise agreed, proceed to:

7.5.1. repair the Products, thereby remedying the defects; 7.5.2. provide replacement Products in exchange for the return of the defective Products; 7.5.3. terminate the contract and, against the return of the Products, refund the amounts already paid.

7.6. Rejected goods may only be returned with the Supplier's written consent. The return will be made "Delivery Duty Paid" (“DELIVERY DUTY PAID” Incoterms® ICC 2010).

7.7. It is in any case understood that the Supplier's warranty shall be limited to an amount equal to the price paid by the Customer for the Products found to be non-conforming, defective, or flawed, excluding any compensation for any further damages and expenses of any kind.

7.8. Any complaints or disputes shall not entitle the Customer to suspend or otherwise delay payments for the Products subject to dispute, nor, much less, for other supplies.

7.9. If the Parties use samples or models, the sale shall be understood as "sale by sample type," pursuant to art. 1522, paragraph II, of the Italian Civil Code. Minimal variations in color, weight, dimensions, or composition of the Products compared to the models, samples provided, or specifications indicated in the offer or order are allowed ; in such hypotheses, the Products in question shall in any case be considered compliant with the Contract. In any case, a tolerance of 1% in dimensions and 3% in weight is permitted with respect to the agreed specifications. This value will be calculated by examining a random sample representative of the overall supply.

7.10. The Supplier has the right to inspect the Products at the Customer's premises in case of quality disputes, upon reasonable notice. The Customer undertakes to facilitate such inspections and to provide the Supplier with access to the disputed Products.
7.11. Where applicable, the Supplier guarantees that the Products intended for contact with food comply with European and national regulations on materials and objects intended to come into contact with food products.

8. LIABILITY

8.1. Except in the case of willful misconduct or gross negligence of the Supplier and its employed personnel, the guarantees referred to in the preceding Article 7 are all-encompassing and substitute all guarantees or liabilities provided for by any applicable legislative or regulatory provision, and exclude any other possible liability (both contractual and extra-contractual) of the Supplier in any way deriving from the execution of the Contract.
8.2. The Supplier shall in no case be liable for damages or losses (i) resulting from defects in the products in relation to which the Customer has not submitted a complaint within the terms referred to in Article 7, or (ii) if the Customer has resold or used the Products subject to a complaint of defects without the prior written authorization of the Supplier.
8.3. In any case, the Customer exclusively assumes all liability resulting from the resale, commercialization, or, in any case, the use of the Products, undertaking to indemnify and hold the Supplier harmless from any compensation request advanced by third parties for damages of any nature arising from the Products.

9. CONFIDENTIALITY OBLIGATIONS – PERSONAL DATA PROTECTION

9.1. The Customer undertakes, without any time limit and even after the termination of the Contract, for whatever reason, to maintain strictly confidential, to adopt all necessary measures to ensure they remain strictly confidential, and in any case not to disclose to third parties the information, experiences, and data of the Supplier acquired and/or processed in function and/or during the execution of the Contract, all of which are considered unconditionally confidential from now on, unless with the express written consent of the Supplier, fulfillment of a legal obligation and/or an order of the Judicial Authority.
9.2. The Customer and the Supplier mutually acknowledge that the information that will be provided by one party to the other in function and/or during the execution of the Contract could concern and/or contain personal data, including that of third parties (the "Personal Data") subject to the discipline of the Regulation of the European Parliament No. 2016/679/EU (hereinafter "GDPR") and further applicable rules, codes, regulations, and/or measures (the "Privacy Legislation"). In case of processing of Personal Data, the party carrying out such processing undertakes to comply with the GDPR and the Privacy Legislation, in any case processing the aforementioned Personal Data exclusively for the purposes strictly connected to the execution of the Contract, in order to guarantee its security and confidentiality and keeping it for the time strictly necessary to achieve the purposes for which it is processed or for the longer time necessary to ensure compliance with any legal obligations.
9.3. The Customer may not in any way exploit the relationship with the Supplier for promotional and/or commercial purposes without the prior written authorization of the Supplier itself.
9.4. In the event of a Personal Data breach, the party who becomes aware of it undertakes to inform the other party without undue delay.

10. INTELLECTUAL PROPERTY

10.1. The copyrights, patents, trademarks, and any other intellectual and/or industrial property rights in any way attributable to the Products and/or the Supplier shall, in any case, remain the full and exclusive property of the Supplier. The sale of the Products does not in any case entail the transfer, even if partial or temporary, of said rights.
10.2. The Customer is not authorized to reproduce the Products or parts thereof, including—by way of example but not limited to—software (including source code), drawings, printing plates, matrices, and tools, even if in modified form and even if the Products were created in agreement with the Customer, at their indication and/or on their behalf.
10.3. The Customer may not use and/or avail themselves of the Products in ways and/or for purposes other than those foreseen by the Contract.
10.4. The Customer acknowledges and accepts that the Supplier will acquire without fail all proprietary industrial and intellectual property rights (including, by way of example and not exhaustive, those relating to patents, models, trademarks, know-how, and all copyrights) relating to the Products. The Customer also undertakes to collaborate with the Supplier, including by compiling and/or signing all necessary documentation—including all appropriate acts of deposit, assignment, registration, and/or transfer—to ensure the Supplier the full and exclusive ownership of all the aforementioned proprietary industrial and intellectual property rights, without any charge and/or amount, for any reason, to be borne by the Supplier itself.
10.5. The Customer undertakes to inform the Seller as quickly as possible of any violation of the intellectual property rights belonging to the latter, of which they have become aware, and will provide the Seller, upon request, with all the assistance that the latter may require to defend its rights.
10.6. The Customer guarantees that the Products manufactured by the Supplier in accordance with the technical specifications provided by the Customer do not infringe copyrights, patents, trademarks, or any other intellectual or industrial property right of third parties. The Customer undertakes to indemnify and hold the Supplier harmless against any claim, including for compensation, from third parties for the use of such data.
10.7. The confidentiality obligations extend to the Customer's employees, collaborators, consultants, and auxiliary staff who may become aware of the confidential information. The Customer undertakes to enforce these obligations on its employees, collaborators, consultants, and auxiliary staff.
10.8. The confidentiality obligations shall survive the termination of the Contract for a period of five (5) years.
10.9 The Customer acknowledges and accepts that the Supplier is not obliged, under any circumstances and for any reason, to transfer to the Customer technologies, know-how, patents, production processes, software, formulas, drawings, technical specifications, or any other information or knowledge of a proprietary nature (collectively "Proprietary Technologies"), unless otherwise specifically agreed upon in writing between the Parties.
10.10 Should the Customer be subject to national or local regulations that impose or may impose obligations of technological transfer, sharing of intellectual property, or disclosure of the Supplier's Proprietary Technologies as a condition for the import, distribution, sale, or use of the Products ("Mandatory Technology Transfer Requirements"), the Customer is required to immediately inform the Supplier in writing before the conclusion of the Contract.
10.11 In the event of existing or subsequent Mandatory Technology Transfer Requirements, the Supplier shall have the right, at its sole discretion, to: (i) modify the commercial terms of the Contract; (ii) request additional guarantees; (iii) suspend the execution of the Contract ; or (iv) withdraw from the Contract with immediate effect, without any liability towards the Customer.
10.12 The Customer undertakes not to use, directly or indirectly, the Products or any information provided by the Supplier in ways that could lead to the forced disclosure or transfer of the Supplier's Proprietary Technologies to third parties, including government authorities.
10.13 The Customer undertakes to indemnify and hold the Supplier harmless from any loss, damage, cost, or expense (including legal fees) arising from the violation of the obligations provided for in this article or from the application of Mandatory Technology Transfer Requirements not communicated to the Supplier before the conclusion of the Contract.+

11. FORCE MAJEURE

11.1. The Supplier shall have the right to suspend the performance of the Contract, without this entailing any liability on its part, if a force majeure event prevents or hinders the performance itself. The Supplier shall communicate the occurrence and cessation of the force majeure events in writing to the Customer as soon as possible.
11.2. For the purposes of this article, force majeure events are considered to be those events that the Supplier is unable to prevent and avoid and that prevent delivery, such as, by way of example and not limited to: warlike and similar events, acts of terrorism or sabotage, epidemics, natural disasters, explosions, fires, destruction of machinery, prolonged suspension of transport, lack of raw materials or fuels, machine failure, strikes, lockouts, occupation of factories and buildings, cyberattacks and IT incidents, energy crises, supply chain disruptions, provisions of any governmental authority, regardless of whether such events occur within the scope of the Supplier's activities or those of its suppliers.
11.3. If the Supplier is unable to fulfill its obligations towards the Customer for an uninterrupted period of more than twenty-five (25) days due to force majeure, each Party shall have the right to withdraw pursuant to art. 1373 of the Italian Civil Code from the unexecuted part of the contract, subject to ten days' prior notice to be communicated in writing, without being able to claim any compensation for the withdrawal.
11.4. In the event of exceptional, extraordinary, and unforeseeable events at the time of the conclusion of the Contract that make the execution of the Contract excessively onerous for the Supplier, the latter shall have the right to terminate the Contract, in whole or in part, without being obliged to pay any compensation, unless the Customer offers to modify the Contract by bringing it back to equity, fully bearing the increased costs.

12. AUTOMATIC TERMINATION

12.1. The Contract shall cease to be effective immediately, also pursuant to art. 1353 of the Italian Civil Code , without any compensation or indemnity being due, in the following cases: (a) if one of the parties is subjected to bankruptcy, composition with creditors, or any insolvency or liquidation procedure; (b) if a party suspends its activity for a period exceeding three (3) consecutive months.

13. APPLICABLE LAW AND EXCLUSIVE JURISDICTION

13.1. These General Conditions of Sale and the Contract are governed by Italian law. The application of the Vienna Convention on the International Sale of Goods is excluded.
13.2. Any dispute in any way occasioned by these General Conditions of Sale or the Contract, if not settled amicably during a prior attempt at conciliation, shall be conventionally devolved to the exclusive jurisdiction of the Court of Prato.

14. FINAL PROVISIONS

14.1. The Customer may not assign the Contract or any credit or obligation deriving from it to third parties, in any form, without the prior written consent of the Seller.
14.2. The Supplier shall have the right to assign or transfer the Contract to associated companies at any time, subject to written notification to the Customer.
14.3. The Customer declares to accept from now on, pursuant to and for the effects of art. 1264 of the Italian Civil Code , the eventual assignment of the credits held by the Supplier towards them to factoring companies or equivalents, expressly relieving the Supplier of any other notification burden, with the exception of the confirmation of the occurred assignment affixed to the invoice sent to the Customer.
14.4. The eventual invalidity or ineffectiveness of any of the provisions of these General Conditions of Sale or the Contract does not affect the validity and effectiveness of the remaining legally and functionally independent clauses, except as provided for by art. 1419, paragraph I, of the Italian Civil Code. The parties will replace the invalid or ineffective clause with a new clause that corresponds—as far as possible—to the intentions and economic purposes pursued by the substituted clause.
14.5. The eventual omission to assert one or more of the rights provided for by these General Conditions of Sale cannot in any case be understood as a definitive waiver of such rights and will not prevent demanding their precise and rigorous fulfillment at any other time.
14.6. These General Conditions of Sale are drawn up in Italian, which shall be considered prevalent in case of translations into other languages.
14.7. Any translations of these General Conditions of Sale into other languages are made available to Customers exclusively for informational purposes. In case of discrepancies between the Italian version and the version translated into another language, the Italian version shall in any case prevail.