

## GENERAL SALES CONDITIONS NOVEMBER 2022 edition

1. Any order placed, and/or the reception of our goods, implies the acceptance of our general and particular sales conditions, which prevail in case of inconsistencies with Customer conditions.
2. Particular sales conditions agreed with each Customer prevail, in case of inconsistency, on general sales conditions.
3. Any sale condition or proposal can be considered valid only upon our written confirmation.
4. Our order confirmations indicate the date when the goods are ready at our warehouse. Due to the type of manufacturing techniques used, this date is given as an indication only; possible delays do not give the right to terminate the contract or charge penalties.  
Delivery may be delayed for the following reasons:
  - If the Customer does not provide all the necessary data in time
  - If the Customer requests changes during the preparation of the material
  - If the Customer does not supply the material to be processed in time
  - In case of events not depending on us, including sub-suppliers delays
  - By reason of force majeure (e.g., strikes, industrial accidents, wars, fires, electric or mechanical breakdowns, insufficient availability of raw materials).Changes to the orders will be accepted at our discretion, based on production plans, and may cause delivery delays.  
Partial deliveries are allowed, upon our prior notice.
5. Any commercial contract is subject not only to the acceptance of a commercial offer, but also to the acceptance of our general and particular conditions of sale. We also reserve the right to check the financial situation of our Customers.
6. Unless special agreements, our prices shall be intended with our standard packaging, Ex Works epsotech warehouse, tax free. Any additional cost will be added in the invoice.
7. Our sale prices may be modified due to relevant increases of raw materials and due to other factors beyond epsotech control. Prices can be changed even after sending order confirmations or after shipment.
8. Due to the peculiarities of our extrusion process (in particular: compression and drawing of the material, sublimation, etc.), as well as for reasons of simplicity for us and for our Customers, our prices per kg are based on a theoretical density. We use the general tolerances used in the market: maximum dimension difference is  $\pm 5.0$  mm compared to the nominal value, while maximum thickness is  $\pm 5\%$  up to 6.0 mm and  $\pm 3\%$  over 6.0 mm.
9. Considering the variety of possible compositions or additives and the considerable influence of the conditions of transformation and the use of our products, our company is expressly relieved from any liability and warranty regarding the choice, the use and the manufacture of the products. For the same reasons, the information provided in our datasheets, as well as our opinions, research or suggestions, are provided to the Customer based on our experience but they do not bind our liability. Customers are required to carry out preliminary tests, in order to verify that our products are perfectly suitable for their specific applications and conditions of use and that they are compliant with any regulation or minimum industry requirement (e.g., fire classification regulation).

10. Customers that supply their own scraps for re-extrusion are required to check its cleanliness and origin, as bad quality materials can cause serious damages to people and machines. Any possible damage will be charged to the Customer that has supplied the scraps.
11. Please note that surface defects (gloss grade variations, inclusions and similar) as well as colour variations would be considered as within tolerance for regrind products and would not be considered as valid reasons for complaint.

### **SHIPMENT**

1. Goods are shipped at consignee risk. In case of missing or damaged goods, as well as delivery delays, the recipient shall make written reservations to the shipping agent at the time of delivery and shall confirm these reservations within TWO days from the delivery.
2. In case of international shipments, the customer is fully responsible for compliance with all the legal provisions related to the import of goods into the destination country, as well as for the payment of all the related customs and taxes.

### **CLAIMS**

1. In case of quality defects, our possible liability is strictly limited to the replacement of the goods or the issuance of a credit note equal to the invoiced value. No further charges for commercial damage will be accepted.
2. The Customer is required to read up on the conditions of use and storage of our products, taking into particular consideration the flammability risks of some materials and the damage they may suffer if exposed to humidity. We recommend systematically carrying out preliminary tests to verify the compatibility of our materials with any additional product used, such as inks, glues, paints, detergents, etc.
3. Claimed goods may only be returned upon our written approval.

### **CANCELLATION**

1. In case of cancellation of an order already confirmed by us, Customer will be charged the costs already incurred (purchase of raw materials, manufacturing costs, etc.).

### **SETTLEMENT**

1. Our prices are expressed in EURO. Payment terms shall be agreed with our sales representatives and cannot in any case be extended beyond 60 days, upon approval of our financial services. Advance payment can guarantee favourable conditions, to be agreed with our sales representatives.
2. In case of insolvencies or payment delays with respect to the agreed terms, we are authorized to suspend deliveries, as well as to terminate or change contract conditions.
3. We reserve the right, even during the execution of a contract or an order, to check the financial situation of customers and, based on the results, to change the particular sales conditions previously agreed.

### **CONFIDENTIALITY**

1. Except for legal obligations, the customer shall treat with the maximum confidentiality all the information provided by epsotech and its representatives concerning technical and commercial know-how, specs, inventions or other entrepreneurial initiatives, as well as the other reserved information related to commercial activities or epsotech products.

## **epsotech Italy s.r.l.**

### TERMINATION

1. We reserve the right to terminate any commercial contract if the customer is in one of the following situations:
  - non fulfilment, even in part, of one or more obligations;
  - bankruptcy or bankruptcy proceedings.

### FINAL PROVISIONS

1. The contract is only valid for epsotech and the customer, which is not authorized to assign or transfer its contract right and obligation to third parties.
2. In case any provision of these general conditions of sale is wholly or partially declared ineffective or not applicable, it will be replaced by another effective and valid provision, which has, as far as possible, the same economic effect. The same applies to cases of omissions. The other effective contractual provisions are not affected by the ineffectiveness or inapplicability of a single provision.
3. An agreement between epsotech and the Customer cannot be considered a partnership, a joint venture, a company, an agency, or an attribution of any kind of power.
4. This contract is exclusively governed by Italian law, except for the provisions related to international private law and to the UN Convention on Contracts for the International Sale of Goods. The Court of Milan is competent for any dispute or objection.

This translation of our general sales conditions is for information only; in case of discrepancies, the original Italian version will always prevail.