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General conditions of sale.

Flessofab



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1. GENERAL CONDITIONS OF SALE.

- 1.1 The sales of packaging made by Flessofab Srl in favour of any Buyer are regulated according to the specific conditions indicated in the "sale proposal", and, should they not be provided, according to these general conditions of sale.
- 1.2 An integral part of each sales contract are the technical specifications drawn up by Flessofab, as well as the cromalin (printing tests) and the graphic works that are provided in pdf or equivalent electronic format.

2. ORDERS.

- 2.1 Flessofab srl makes the sales of its packaging in the following ways:

a. (PURCHASE ORDER) the Buyer sends to Flessofab by certified e-mail to the address ordini@pec.flessofab.com, or through the use of the dedicated web portal accessible at the address www.flessofab.it, the **purchase order** with the indication of the product, quantity, and delivery date requested.

b. (SALES PROPOSAL) Flessofab, having received the purchase order, prepares and transmits to the Buyer the relative **sales proposal** with the exact indication of the product with the relative technical specifications, the price, the delivery date, and the deadline for accepting the sales proposal.

c. (ORDER CONFIRMATION) the Buyer, having received the sale proposal, must accept it

and return it countersigned to Flessofab as **order confirmation** in the same ways as the order, also:

- i. Flessofab reserves the right not to take into account the order confirmations sent in ways other than certified e-mail or the Flessofab web portal, in accordance with the provisions of art. 1326, c. 4, of the Civil Code;
- ii. the order confirmation different from the sale proposal never corresponds to a counter-proposal but rather to a new order as regulated in the previous number 1.
- iii. Flessofab reserves the right to consider as tacit confirmation the non-receipt of the countersigned order confirmation within 2 working days of the receipt of the order proposal by the Buyer.

3. PREPARATORY WORK AND PRODUCTION.

3.1 Barring prior written request of the Buyer to be made in the purchase order, Flessofab has the unquestionable right to choose the materials and manufacturing processes to be used in the production of the packaging ordered, and any requests for modification after the start of production will entail the charge to the Buyer of the related costs, including costs for raw materials no longer reusable as a result of the requested changes.

3.2 The packaging sold by Flessofab is produced through the printing systems provided by

the Buyer, or, failing that, through the printing systems provided by Flessofab itself according to the buyer's instructions. The printing systems provided by Flessofab are owned by the latter unless the relative cost has been charged to the Buyer. Flessofab reserves the right to communicate to the Buyer the defects and/or deterioration of the printing systems likely to make the realization of the ordered packaging impossible and/or excessively burdensome. In this case, Flessofab will not be responsible for the failure or delayed delivery of the packaging ordered by the Buyer. The printing systems are kept by and at the expense of Flessofab from the date of their last use (i.e. the date of receipt of the order confirmation of the last supply made in chronological order) for a period not exceeding 24 months for flexography, and 18 months for gravure. Following these deadlines, barring written communication otherwise sent by the Buyer within 7 days of the deadline, Flessofab will arrange their destruction.

3.3 The prepress costs are always borne by the Buyer even if the order does not go, for any reason, into production. Prepress means the preparatory production phase that precedes the production of the packaging, and anticipates the delivery of the printing systems by the Buyer, or their creation for a fee, as well as the realization of the graphic works (in pdf or equivalent electronic format) of the packaging ordered, such as mock-ups, printing tests and cromalin. Any cromalin, mock-up and graphic processing requested by the Buyer in addition to those produced by Flessofab in the prepress

phase will be charged to them as an additional cost.

3.4 The Buyer has the responsibility of approving in advance in writing the mock-ups, the printing tests and the cromalin according to the terms and methods indicated by Flessofab when they are sent. Flessofab creates the cromalin and the printing/mock-up tests according to the written instructions of the Buyer. Any modification of the instructions given initially will result in the charge of the additional costs incurred by Flessofab. The Buyer, if he has expressly renounced in writing, or has not approved by the deadlines indicated by Flessofab, the cromalin and the print/mock-up tests, relieves Flessofab in advance of any liability for the non-compliance between the packaging ordered and those produced. Flessofab reserves the right, and the Buyer authorizes in advance, to affix on the packages its own anonymous reference code in order to guarantee their traceability.

3.5 The Buyer guarantees Flessofab that it is the owner of the right to benefit economically from the trademarks printed on the ordered packaging, as well as that they comply with and are not contrary to the laws, regulations, and customs of the countries where they will be disseminated. The drawings, negatives, films, printing cylinders, photopolymers, cromalin, pdfs, graphic projects/presentations and any analogue/digital information prepared by Flessofab, or by the third party appointed by it, remain the exclusive property of Flessofab even if the Buyer has contributed financially to their realization. The projects, sketches, scale model,



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press evidence, etc. owned by the Buyer are kept free of charge at Flessofab for the entire time necessary for their use.

- 3.6 The Buyer undertakes to guarantee and hold Flessofab harmless for any damage, burden or harmful consequence that it may incur in the production of the packages commissioned as a result of the violation of the intellectual and/or industrial property rights of third parties.
 - 3.7 Flessofab will be responsible exclusively for the correspondence of the packaging sold to the mock-ups, printing tests and cromalin produced and approved in the prepress phase. Flessofab is not required in any way to verify, nor will it verify, the information printed on the packaging made on behalf of the Buyer, such as, for example, the name of the food, the list of ingredients, the durability of the product PAO (Period After Opening), the storage and use conditions, the country of origin and place of provenance, the nutrition statement, the name or company name, the quantity included, the nutrition information, the size of the texts and their placement on the packaging, the batch number or the area intended for online printing, the special precautions for use, the function of the cosmetic product and the INCI codes. Furthermore, Flessofab will not be responsible in any way for the correctness of the EAN/UPC code or any other identification code/symbol that it is asked to print. The indication of the codes/symbols identified must be made by the Buyer in accordance with the relevant technical discipline/state of the art. The Buyer releases Flessofab from any liability resulting from any claim relating to the use of identification codes/symbols, undertaking to hold it harmless against third parties.
 - 3.8 Flessofab guarantees that the packaging sold is indelible according to the normal conditions of use, as well as technically compliant, in terms of size, conformation, and graphics to what was approved by the Buyer during the prepress phase, and is not, in any way, responsible for the visibility and readability of the information on the packaged products that appear therein.
 - 3.9 The costs of starting the printing are included in the sale price of the packaging. However, the machine shutdown for the start of printing of each individual order of the Buyer may not exceed 45 minutes. Once this time limit has been exceeded, Flessofab reserves the right to charge the costs of starting the printing to the Buyer.
- #### 4. PAYMENTS.
- 4.1 The terms and methods of payment are those indicated in the sale proposal. In the absence of instructions the Buyer must make the payment by bank transfer no later than the date of receipt of the invoice, or the different date indicated in the invoice as payment deadline. The Buyer will not be able to lodge exceptions in order to avoid or delay their payments.
 - 4.2 In case of late payment, the Buyer is required to pay Flessofab the default interest in accordance with the provisions of Legislative Decree 231/02, in addition the Buyer will automatically forfeit the benefit of the deadline for payments not

yet expired, while Flessofab reserves the right to unilaterally suspend, and without notice, the orders in progress.

5. DELIVERY.

- 5.1 The delivery times and methods are those indicated in the sale proposal and, unless otherwise agreed in writing, are to be understood as merely indicative terms, therefore never peremptory and/or essential. In the event of guaranteed delivery, the Buyer may be awarded a maximum compensation equal to 3% of the value of the goods not delivered on time.
- 5.2 Flessofab frees itself from the obligation of delivery by handing the packages to the carrier or shipper. Therefore, the packages always travel at the Buyer's risk, even when the transport costs are, in all or in part, borne by Flessofab.
- 5.3 Flessofab will send the Buyer a notice of goods in stock and ready for delivery if the delivery – to be done also in batches – cannot be made for reasons dependent on the Buyer. In case of non-collection of the goods within 6 months of receipt of the aforementioned notice, the sales contract will be considered terminated by right, according to the provisions of art. 1456 of the Civil Code, by simple communication of Flessofab to the Buyer that it wants to avail itself of this contractual clause. In case of termination, except for compensation for the greater damage, Flessofab will charge the Buyer a penalty equal to the price of the goods not collected, increased by interest in the amount referred to in art. 5 of Legislative Decree no.

231/2002 from the date of receipt of the notice of goods in stock until the successive sixth month, as well as the costs incurred for storage and to be incurred for the disposal of the goods in stock.

6. CONFORMITY AND WARRANTY.

- 6.1 The Buyer, before using the packages purchased, regardless of Flessofab's statement of their compliance with current regulations and agreed specifications, must independently verify compliance with any regulations provided for the specific technological use for which they are intended.
- 6.2 The packages sold by Flessofab are guaranteed for 12 months from the date of delivery, or from the receipt by the Buyer of the communication that the goods are in stock and ready for delivery, in the event that they are not immediately delivered/collected. The Buyer, even in the case of goods that are not immediately used, is obliged, under penalty of forfeiture of the right of guarantee, to verify the conformity of the packaging purchased no later than 8 days following their delivery.
- 6.3 Unless otherwise prescribed in the technical supply specifications approved by Flessofab, the Buyer must store the purchased packaging as follows:
- a. The coils must be stored in their original packaging, in warehouses at a temperature between 18° and 25° C, and with a relative humidity between 50% and 70%.



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- b. Direct exposure to sunlight and heat sources should be avoided.
- c. Before being used, the packages must remain in the packaging department at least 12 hours before their use.

Different storage methods, modifications and/or interventions on the packages, use in a way that differs from the technical data sheet, will result in the loss of the warranty.

6.4 Under penalty of forfeiture of the right of guarantee, complaints of non-compliance of the Buyer must necessarily be made in writing by certified e-mail to the address of Flessofab flessofab@pec.flessofab.com and it is mandatory that they include:

- a. Order number, invoice and ddt.
- b. Disputed kg or linear meters.
- c. The Flessofab label number affixed inside the cardboard core of the disputed packaging.
- d. Type of problem encountered as well as (by letter) a film sample in the case of structural non-conformities or graphic non-compliance with the print draft previously approved by the Buyer.

Moreover, by way of derogation from art. 1745, c. 1, of the Civil Code, complaints cannot under any circumstance be made against the commercial agents of Flessofab.

6.5 From the date of the complaint of non-conformity, the contested packages must be

kept at the disposal of Flessofab for investigations, and cannot be returned without prior authorization.

6.6 With the exception of cases of wilful misconduct or gross negligence, in the hypothesis of existence found by Flessofab, or ascertained judicially, of faults or defects in quality or in any case of discrepancy of the goods from that agreed, and in any other hypothesis of ascertained and/or recognized non-fulfillment of the seller, the liability of Flessofab is limited to the price of the product found to be flawed.

7. IMPROVEMENTS AND TOLERANCES.

7.1 Flessofab reserves the right to make all the technical improvements deemed necessary to the packaging according to the good production practices (GPP) of the sector.

7.2 The Buyer expressly approves and accepts the following production tolerances:

- a. For plastics used in the manufacture of flexible packaging, the following quantitative tolerances per batch shall be fixed in inverse proportion to the weight of the batch commissioned or number of pieces (in the case of bags)

up to 300 Kg = +/-30%;
from 300 to 500 Kg = +/-25%;
from 500 to 1,000 Kg = +/- 20%;
more than 1,000 Kg = +/- 15%;
up to 5,000 pieces = +/-25%;
from 5,000 to 10,000 pieces = +/-15%;
from 10,000 to 25,000 pieces = +/-10%

from 25,000 to 100,000 pieces = +/- 8%
 more than 100,000 pieces = +/- 5%
 up to 15,000 m² = +/- 25%;
 from 15,000 to 25,000 m² = +/-20%;
 from 25,000 to 40,000 m² = +/- 15%;
 more than 40,000 m² = +/- 10%;

- b. Tolerances per batch of non-conformity of packages are permitted up to the following limits:

up to 500 Kg = +/-5 %;
 from 500 to 1,000 Kg = +/-4%;
 from 1,000 to 3,000 kg = +/-3%;
 from 3,000 to 5,000 kg = +/-2%;
 more than 5,000 Kg +/-1%;
 up to 5,000 bags = +/-5%;
 from 5,000 to 10,000 bags = +/-4%;
 from 10,000 to 25,000 bags = +/-3%;
 from 25,000 to 100,000 bags = +/-2%;
 more than 100,000 Kg +/-1%.

8. SUDDEN IMPOSSIBILITY AND FORCE MAJEURE.

- 8.1 In the event that, after receipt of the order confirmation by Flessofab, the production of a specific raw material ceases, or the purchase of the same is too expensive, Flessofab reserves the right to unilaterally terminate the contract or, alternatively, to examine with the Buyer the possibility of delivering a similar product, the price of which, if a consensual determination is lacking, is established by a third party designated by the President of the National Association of Graphic, Paper and Processing Industries in Italy.

9. OTHER CONDITIONS.

- 9.1 With regard to the technical characteristics not covered in the previous articles, reference is made to the relevant Giflex Italia Technical Specifications.
- 9.2 The Buyer and Flessofab mutually undertake to keep confidential all technical and commercial information received and in any case learned in execution of this contract for 3 years from the last delivery of the goods purchased/sold.

10. STANDARD OF COMPLETENESS.

- 10.1 These general conditions of sale, as well as individual sales contracts are governed exclusively by Italian law. The general conditions are effective until they are revoked by Flessofab.
- 10.2 The Buyer declares to know the principles contained in the Code of Ethics and in the organizational model of L. 231/01 of Flessofab available on the website www.flessofab.it, and undertakes to accept them in full, committing, at the same time, to refraining from behaviour contrary to them.
- 10.3 The non-compliance by the Buyer with the commitment assumed in the previous paragraph determines a serious fulfilment of this contract and constitutes a valid reason for termination of this agreement pursuant to and for the purposes of art. 1456 Civil Code.
- 10.4 Flessofab acknowledges and confirms that any processing of personal data of the Buyer related to the sales made in execution of this



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contract will take place in compliance with the provisions of Legislative Decree 30 June 2003, n. 196 and EU Regulation no. 2016/679.

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