

AGRIPLAST SPA INFORMATIONS AND GENERAL SALES CONDITIONS

1. QUALITY AND DURABILITY

The physical-mechanical characteristics and the durability of the films produced by Agriplast S.p.a. are in compliance with the following standards: EN 13206 for the covering films; EN 13207 for silage films; EN 13655 for mulching films; EN 17098-1 for the T.I.F. The characteristics of Agriplast Spa products shown on the internet or in brochures and other information material are not binding for Agriplast Spa which reserves the right to vary without notice to customers.

2. TEST METHOD

Any assessment of the quality of the films produced by Agriplast Spa must be carried out in compliance with the specific provisions contained in the higher legislation and those referred to therein. To this end, it should be noted that the tests required by the said standards must be carried out on virgin film, ie not yet used. It is therefore essential that the user keeps for each reel purchased at least one square meter of film bearing the mark, type, durability class and Agriplast Spa identification code until the expiry of the guaranteed duration period. This sample must be protected against UV radiation and chemical contaminants which, as is known, alter the initial characteristics of the film.

3. DURABILITY GUARANTEE

The guaranteed durability for the covering films is that indicated in relation to the "Duration Class" in Table A 1 of the European Standard EN 13206 called: "Correlation between natural and artificial accelerated aging - Wom". In all cases where it is ascertained that the film does not comply with the above regulations following analysis carried out in laboratories equipped for this purpose on samples not used and properly stored, Agriplast Spa undertakes to pay to its customer a compensation to be calculated on the basis of the selling price of the films shown in the relevant Agriplast Spa sales invoice divided by the number of months guaranteed and multiplied by the number of months elapsing from the date the event occurred until the guaranteed duration as indicated for each class of duration in the European Standard EN 13206. The warranty on the duration starts thirty days after the delivery of the product by Agriplast Spa to the first purchaser (the subsequent disposals take effect at nothing). In no case shall Agriplast Spa be liable for: a) further direct damage, that is, damage greater than the residual value of the film as determined above; b) consequential damage for loss of earnings; c) indirect damage that the purchaser and the end user claim to have suffered.

4. EXCLUSION OF THE DURABILITY GUARANTEE

The warranty on the duration does not operate in case of failure by the user of the "Warnings for a correct use in agriculture of EVA - LDPE - LLDPE - POLYAMIDE - EVOH films Agriplast Spa". In addition, the guarantee does not operate if, as a result of chemical analyses carried out on the film samples used, only one of the chemical substances listed below is detected to a greater extent than the maximum permitted, as shown in the table below.

	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E	CLASS F
SULFUR	PPM 500	PPM 750	PPM 1000	PPM 1250	PPM 1500	PPM 2000
CHLORINE	PPM 50	PPM 50	PPM 100	PPM 150	PPM 200	PPM 200
IRON	PPM 50	PPM 50	PPM 50	PPM 50	PPM 50	PPM 50

5. "ANTI-D RIP" AND "ANTI-FOG" TREATMENT- GUARANTEE EXCLUSION

The "anti-drip" and "anti-fog" treatment are options provided by Agriplast Spa at the request of the customer. These options have nothing to do with the intrinsic characteristics of the film and as such are not covered by any of the quality regulations in force. **No guarantee is given by Agriplast Spa in the event of failure to operate the anti-drip and/or anti-fog treatment in full or in part.**

6. INDEMNIFICATION

The purchaser who resells the Agriplast Spa product to third parties is obliged to make known and subscribe to the final user of the film the "Information and General Conditions of Sale" shown here. Failure to comply with this requirement means the obligation to indemnify Agriplast Spa from the consequent prejudice suffered as a result of the non-acceptance of the clauses set out in these "Information and General Conditions of Sale" by the end user.

7. ORDERS

Orders that reach Agriplast Spa are not binding until their express acceptance. According to art. 1329 Cod. Civ. the order is deemed irrevocable for the customer until the express refusal or acceptance by Agriplast Spa has taken place and in any case no later than the tenth day after receipt of the same by Agriplast Spa. In case of orders containing requests for distributed deliveries of the ordered product, acceptance of a single delivery will not imply implicit acceptance by Agriplast Spa of all subsequent deliveries under the same

conditions. The purchaser may not transfer the accepted order to third parties, in whole or in part, without the written consent of Agriplast Spa.

8. WEIGHT AND QUANTITY

The weight of the product supplied by Agriplast Spa to each buyer is certified by the scales placed inside and by the road balance placed at the exit of the production plant. The weight is shown on the labels on each individual reel. The quantity of product supplied by Agriplast Spa to each buyer is verified at the factory upon delivery by the buyer himself or by the carrier, even if instructed by the seller.

9. DELIVERY - ESSENTIALITY OF DELIVERY TIME

The delivery of the product is carried out by Agriplast Spa to customers in accordance with the Incoterms conditions, edition 1990 and subsequent changes. The transfer of risks and the mode of transport will be agreed from time to time. Agriplast Spa will not be responsible for any delivery delays except in cases where, by written agreement between the parties, the delivery time has been explicitly indicated as "essential".

10. PAYMENT AND DEFAULT

Payment must be made to Agriplast Spa in the manner and within the terms indicated on the invoice. For the delayed payment of the price, please refer to the provisions contained in Legislative Decree no. 231/2002, published in the G.U. No. 249/2002.

11. FORCE MAJEURE

If a case of force majeure occurs after the acceptance of the order, Agriplast Spa has the right to cancel, in whole or in part, the order itself as well as to suspend or postpone the execution. Force majeure is to be understood, among other things, as a substantial difficulty in producing and delivering due to contingent business difficulties, as well as the cessation of activity due to any cause (as an example: provisions of the Public Authority; fires and explosions; stoppages of production plants not due to commercial reasons; lack of raw materials), including strikes, including national, local and corporate transport strikes.

12. NON ENFORCEABILITY OF THE CONTRACT

Failure to pay the price at one of the established deadlines entitles Agriplast Spa to suspend deliveries, to consider cancelled for the part not executed current orders, even if confirmed and accepted by Agriplast Spa and to demand in addition to the price of the product already delivered, compensation for the damage suffered.

13. APPLICABLE LAW AND REFERRAL

These General Terms and Conditions of Sale are governed by Italian Law and are applicable to all relationships between the buyer and Agriplast Spa unless otherwise agreed in writing. For everything not provided here, please refer to the provisions of the Civil Code.

14. SOLVE ET REPETE

The payment of the price of the supply can in no case be paralyzed by exceptions of any nature.

15. PERSONAL DATA TREATMENT

Agriplast Spa is authorized to enter in its computer system and to process the personal data of its customers for the sole purpose of protecting its legitimate interests, including marketing and credit control. In the event of breach of contract, Agriplast Spa may disclose or transmit to third parties the personal data of its customers only in order to recover its credit.

16. JURISDICTION AND COMPETENT COURT

Any dispute between Agriplast Spa and its customers will be submitted to the jurisdiction of the Italian Republic and will be referred to the exclusive jurisdiction of the Court of Ragusa.

Agriplast Spa recommends its customers to carefully read the "Warnings for the correct use in agriculture of LDPE - EVA - LLDPE - POLIAMMIDE, EVOH films placed inside each reel and or available at Agriplast Spa offices and/or published on the company's website www.agriplast.com.

Signature for acceptance

Pursuant to art. 1.340, 1.341 and 1342 Cod. Civ. The clauses referred to in the following paragraphs shall be approved by means of a signature at the end of the procedure: 1. Quality and durability; 2. Test method; 3. Warranty on durability; 4. Exclusion of warranty on durability; 5. Anti-drip and anti-fog treatment; 6. Malleability; 7. Orders; 8 Weight and Quantity; 9 Delivery - Essentiality of term, 10 Payment and Delay, 11, Force majeure; 12. Suspension of enforcement; 14. Solve et repete; 16. Jurisdiction and competent court.



Agriplast S.p.a.

Via F. Bonetta, 35 - 97019 Vittoria (RG)
Codice Fiscale e Numero di Iscrizione
al Registro delle Imprese del Sud Est Sicilia 00140850884
Partita IVA 00140850884
REA n. RG-47432

Capitale Sociale Euro 12.000.000,00 interamente sottoscritto e versato.

Tel 0039 0932 997211
www.agriplast.com
commerciale@agriplast.com

Signature for acceptance



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