



VERBANO FILM srl  
Via Mirabella, 6/8  
28040 Varallo Pombia (NO) - ITALY  
Tel. + 39 0321 921110 r.a.  
Fax: +39 0321 921095

P. IVA e C. F.: 01197360033  
Cod. SDI: A4707H7  
Cap. Soc. 260.000 euro I.V.  
R.E.A. 155933 Novara  
Reg. Imp. Novara 01197360033

info@verbanofilm.it  
sales@verbanofilm.it  
www.verbanofilm.it

## GENERAL TERMS AND CONDITIONS OF SALE

### VERBANO FILM S.R.L.

#### Version GR/03/2026

#### 1. CONTRACT

##### 1.1. Scope of application

The following general terms and conditions (the "General Terms and Conditions") govern the sale of finished packaging materials (the "Products") between VERBANO FILM S.r.l., with registered office at Via Mirabella 6/8, 28040 Varallo Pombia (NO), Italy, VAT Number IT01197360033, (the "Seller") and any purchaser (the "Purchaser").

These General Terms and Conditions apply to all sales contracts for the Products, unless expressly waived in writing by the Seller. These General Terms and Conditions prevail over any general terms and conditions of purchase of the Purchaser, even if attached to the Purchaser's order, unless expressly and specifically accepted in writing by the Seller. The performance of the contract by the Seller does not constitute acceptance of the Purchaser's general terms and conditions.

##### 1.2. Formation of the contract

Each order issued by the Purchaser is subject to written acceptance ("Order Confirmation") by the Seller. The sales contract (the "Contract") shall be deemed perfected and binding between the parties upon receipt of the Order Confirmation by the Purchaser.

The Order Confirmation expressly refers to these General Terms and Conditions, available on the Seller's website [www.verbanofilm.it](http://www.verbanofilm.it) and transmitted to the Purchaser together with the Order Confirmation. These General Terms and Conditions, including the onerous clauses referred to in Articles 2.2, 2.3, 3, 3b, 4, 5, 7.4, 8, 9, 13, 14 and 16.2, shall be deemed fully accepted by the Purchaser by:

- a) payment of the deposit or down payment, if provided for; or
- b) collection of the goods; or
- c) absence of written objections received by the Seller within forty-eight (48) hours of receipt of the Order Confirmation.

The Purchaser, by performing one of the acts referred to in letters a) or b), or by failing to submit objections within the terms referred to in letter c), fully accepts these General Terms and Conditions and acknowledges that the limitations and exclusions of liability contained therein have been the subject of specific negotiation and that the price of the Products reflects such contractual limitations.

The Order Confirmation sent by the Seller establishes and indicates all the final and binding terms and content of the Contract, entirely replacing the original Order. Should the Order Confirmation contain additions, limitations or other modifications compared to the original Order, the Purchaser's consent to such variations shall be deemed tacitly given, unless written objections are received by the Seller within forty-eight (48) hours of receipt by the Purchaser.

The issuance of an invoice relating to the Order, if made before receipt of the written Order Confirmation, shall in any case result in the conclusion of the Contract.

##### 1.3. Offers

At the Purchaser's request, the Seller may formulate an offer for the purchase of the Products, including by electronic communication. In such case, the prices and special conditions contained in the offer are valid for a period of fifteen (15) days from the date indicated in the offer. The Purchaser's order relating to the offer must be submitted within such period of validity.

##### 1.4. Order requirements

The order must be completed in full, with all necessary information, both technical and administrative, including any tax benefits.

##### 1.5. Contracts with deferred specification

In contracts with deferred specification, the Seller's commitment to deliver a determined quantity of Products is subject to the Purchaser's obligation to specify the details of the Products within the established deadline. After such deadline, should the Purchaser not have specified the entire lot, the Seller shall have the right to consider the entire Contract terminated, without prejudice to any damages it may claim.

#### 2. PAYMENTS

##### 2.1. Methods and terms

Payment for the Products must be made according to the methods and terms agreed in the Contract.

##### 2.2. Prohibition of deduction

All payments must be made without any deduction, set-off or counterclaim, unless expressly agreed in writing by the Seller.

##### 2.3. Waiver of set-off and retention

The Purchaser waives any right of set-off or retention in relation to amounts due under the Contract, except for undisputed, liquid and due credits.

#### 3. FAILURE TO COLLECT THE GOODS

##### 3.1. Default interest

Should it not be possible to physically ship the Products prepared for delivery, even in batches, for reasons independent of the Seller, after fifteen (15) days from the notice of "goods ready and waiting" sent in writing to the Purchaser, the Seller shall have the right to charge the Purchaser default interest from the date of receipt of the notice of "goods ready and waiting", calculated on the basis of the 12-month Euribor 365 rate at the date of the notice, increased by two percent (2%).

##### 3.2. Termination for prolonged delay

For delays exceeding sixty (60) days from receipt of the notice of "goods ready and waiting", the Seller shall have the right to unilaterally terminate the Contract and retain, as compensation, any amounts paid by the Purchaser, in addition to any further compensable damages.

##### 3.3. Legal actions

The Seller shall have the right to any action provided for by law in relation to the Purchaser's breach.

#### 3b. SHIPMENT / TRANSPORT INSURANCE

Unless otherwise indicated in the Contract, the Products are delivered Ex-Works, according to Incoterms 2020. Collection of the Products is at the Purchaser's expense and cost.

The risk of loss or damage to the Products passes to the Purchaser at the time of Ex-Works delivery at the Seller's plant.

The Purchaser must insure the transport against all forms of damage to the Products, should these not yet have been fully paid to the Seller.

The Purchaser must immediately inspect the Products upon receipt and inform the Seller of any damage or loss. In case of detected damage or loss, the Purchaser must immediately notify the carrier and the Seller. Detailed notification of any damage or loss found in the Products must be sent by the Purchaser to the carrier within and no later than five (5) days from the date of receipt of the Products.

#### 4. WARRANTY



**VERBANO FILM srl**  
Via Mirabella, 6/8  
28040 Varallo Pombia (NO) - ITALY  
Tel. + 39 0321 921110 r.a.  
Fax: +39 0321 921095

P. IVA e C. F.: 01197360033  
Cod. SDI: A4707H7  
Cap. Soc. 260.000 euro I.V.  
R.E.A. 155933 Novara  
Reg. Imp. Novara 01197360033

info@verbanofilm.it  
sales@verbanofilm.it  
www.verbanofilm.it

#### 4.1. Scope of warranty

The Seller warrants that the Products are free from material defects in workmanship and materials for the period indicated in the Product Technical Data Sheets (DS) specific to each type of Product, which form an integral part of the Contract ("Warranty Period"). In the absence of specific indication in the Technical Data Sheets, the Warranty Period is six (6) months from the date of delivery.

For certain properties or characteristics of the Products, such as by way of example surface treatment, the Technical Data Sheets may provide for reduced warranty periods or specific conditions, which prevail over the general warranty. Such reduced periods and specific conditions are expressly accepted by the Purchaser by signing the Acceptance Form or by accepting the order.

#### 4.2. Conditions for warranty

The warranty is subject to the following conditions:

- written notification of the defect to the Seller within eight (8) days of its discovery by the Purchaser and in any case within the Warranty Period;
- provision by the Purchaser to the Seller of all information and documentation reasonably required to verify the defect;
- granting by the Purchaser to the Seller of reasonable access to inspect the allegedly defective Products;
- storage, handling, transport, processing and use of the Products in accordance with the Seller's technical specifications and industry standards.

#### 4.3. Seller's obligations

The Seller's sole obligation under this warranty consists, at its sole discretion, in replacing the defective Products or refunding the purchase price paid for such Products. Replaced Products must be returned to the Seller ex-works in accordance with Incoterms 2020. The Seller will replace the Products as soon as possible, to be determined on a case-by-case basis.

#### 4.4. Warranty exclusions

The warranty does not apply to:

- defects caused by normal wear and tear, improper storage, negligent handling, accident, misuse or use of the Products for purposes other than those specified in the Seller's technical specifications;
- defects arising from the Purchaser's failure to observe the Seller's instructions or recommendations;
- defects caused by modifications, alterations or repairs made by persons other than the Seller or its authorized representatives;
- defects arising from the use of the Products in combination with materials, equipment or processes not approved by the Seller;
- Products that have been processed, transformed or incorporated into other products by the Purchaser;
- defects arising from contact with sharp and/or abrasive or inadequate materials/objects, negligence in storage, packaging or sealing operations.

#### 4.5. Exclusion of other warranties

Except as expressly provided in this Article 4, the Seller makes no warranty, express or implied, including, by way of example, any implied warranties of merchantability or fitness for a particular purpose.

#### 4.6. Limitation of liability under warranty

The Seller's total liability under this warranty, whether contractual or non-contractual (including negligence) or otherwise, may not exceed the purchase price paid by the Purchaser for the defective Products.

#### 4.7. Exclusion of consequential damages

The Seller is in no event liable for:

- loss of production, loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill;
- indirect, consequential, incidental or special damages;
- damages arising from claims by the Purchaser's customers or third parties;
- damages exceeding the limitations set forth in Article 8.

#### 4.8. Relationship with legal warranty

The provisions of this Article 4 constitute a substantial modification of the legal warranty regime provided for by Articles 1490-1495 of the Italian Civil Code and have been specifically negotiated between the parties. The Purchaser acknowledges that the price of the Products reflects such warranty limitations.

The warranty is null and void if the processes to which the Products are subjected are not included in the Seller's technical specifications or if they are performed with devices or substances not normally used for such processes.

#### 4.9. Non-excludable liability

Nothing in this Article 4 excludes or limits the Seller's liability for:

- death or personal injury caused by the Seller's negligence;
- fraud or willful misconduct;
- willful misconduct or gross negligence;
- any other liability that cannot be excluded or limited under applicable mandatory law.

### 5. TERMINATION OR SUSPENSION OF THE CONTRACT

#### 5.1. Seller's rights

The Seller has the right, at its sole discretion, to suspend and/or terminate the Contract, with immediate effect, by simple written notice to the Purchaser in the following situations:

- should the Purchaser fail to make regular payment of the price and/or deposit/down payment; or
- should the Purchaser be subject to insolvency proceedings, or should its financial conditions change substantially, compromising payments (for example protested checks or bills of exchange, unpaid payments, insufficient funds in the bank account, injunctions, attachments and the like).

#### 5.2. Compensation for damages

Termination or suspension pursuant to this Article 5 does not prejudice the Seller's right to claim damages.

### 6. DISPUTES

#### 6.1. Prohibition of suspension of payments

Any disputes relating to the performance of the Contract and/or the quality and quantity of the Products supplied do not give the Purchaser the right to suspend or delay payments beyond their respective due dates.

#### 6.2. Agreed suspension

The Purchaser however has the right to obtain a suspension of the Contract for appropriate reasons directly attributable to the Seller, subject to agreement with the Seller.

### 7. TOLERANCES

#### 7.1. Dimensional tolerances

The dimensional tolerances of the Products are indicated in the Product Technical Data Sheets (DS), which form an integral part of the Contract.



VERBANO FILM srl  
Via Mirabella, 6/8  
28040 Varallo Pombia (NO) - ITALY  
Tel. + 39 0321 921110 r.a.  
Fax: +39 0321 921095

P. IVA e C. F.: 01197360033  
Cod. SDI: A4707H7  
Cap. Soc. 260.000 euro I.V.  
R.E.A. 155933 Novara  
Reg. Imp. Novara 01197360033

info@verbanofilm.it  
sales@verbanofilm.it  
www.verbanofilm.it

## 7.2. Weight and quantity tolerances

For the purposes of order execution, a weight and quantity tolerance (as specified in detail below) is permitted with respect to the quantities confirmed in the Order Confirmation issued by the Seller.

The tolerances referred to in this article relate exclusively to the quantities confirmed by the Seller in the Order Confirmation and not to the quantities requested by the Purchaser in the original purchase order.

Should the Purchaser require specific tolerances with respect to the quantities requested in the purchase order (and not with respect to the quantities confirmed by the Seller), such tolerances must be previously discussed, agreed and formalized in writing between the parties by means of a specific supply specification, which shall form an integral part of the Contract.

The total weight (mass) of each load is the only one recognized. The recognized weight (mass) is that certified by the Seller using its own equipment.

A difference in weight or quantity compared to what is confirmed in the Order Confirmation does not give the right to submit claims for shortages if it falls within the following limits for the total confirmed quantity:

- < 1,000 kg ( $\pm 15\%$ )
- 1,000 kg < confirmed quantity < 3,000 kg ( $\pm 10\%$ )
- 3,000 kg < confirmed quantity < 5,000 kg ( $\pm 7.5\%$ )
- 5,000 kg < confirmed quantity < 10,000 kg ( $\pm 5\%$ )
- $\geq 10,000$  kg ( $\pm 3\%$ )

Verification must be carried out on public or equivalent scales and the costs are entirely borne by the Purchaser.

## 7.3. Relationship with warranty

The tolerances established in this Article 7 do not prejudice the Purchaser's rights under Article 4 (Warranty) in case of material defects in the Products. However, deviations falling within the indicated tolerances do not constitute a defect or non-conformity for warranty purposes.

## 7.4. Waiver of refusal of delivery

The Purchaser waives any right to refuse delivery or to claim damages solely on the basis of weight or quantity deviations falling within the tolerances specified in this Article 7 with respect to the quantities confirmed in the Order Confirmation.

## 8. LIMITATION OF LIABILITY

### 8.1. General limitation

Subject to the provisions of Article 8.6, the Seller's total aggregate liability to the Purchaser for any and all claims arising from or in connection with the Contract, whether contractual or non-contractual (including negligence), for breach of statutory obligations, for misrepresentation or otherwise, may not exceed three percent (3%) of the total price invoiced for the specific delivery affected by the breach.

### 8.2. Application per single delivery

The limitation referred to in Article 8.1 applies separately to each single delivery under the Contract.

### 8.3. Exclusion of indirect damages

Subject to the provisions of Article 8.6, the Seller is not liable for:

- a) loss of profits, loss of revenue, loss of business, loss of anticipated savings, loss of goodwill, loss of reputation, loss of use, loss of production or loss of contracts;

- b) indirect, consequential, incidental or special damages or losses;

- c) damages or losses arising from claims by the Purchaser's customers, end users or other third parties;

- d) damages or losses arising from the Purchaser's failure to mitigate losses;

- e) damages or losses occurring more than twelve (12) months after delivery of the Products.

## 8.4. Penalty for delay

In case of delay in delivery attributable to the Seller, the Purchaser may claim, as sole and exclusive remedy, a penalty equal to 0.5% of the price of the delayed Products for each complete week of delay, provided that:

- a) a grace period of thirty (30) days has elapsed from the agreed delivery date;

- b) the Purchaser has given written notice to the Seller of the delay and its intention to claim the penalty;

- c) the Purchaser proves that it has suffered actual damage due to the delay.

The total amount of the penalty pursuant to this Article 8.4 may not exceed three percent (3%) of the price of the delayed Products. Upon payment of such penalty, the Seller has no further liability for the delay.

## 8.5. Acknowledgment

The Purchaser acknowledges that the limitations and exclusions of liability set forth in this Article 8 are reasonable and have been taken into account in determining the price of the Products. The Purchaser further acknowledges that the Seller would not have entered into the Contract without such limitations.

## 8.6. Non-excludable liability

Nothing in this Article 8 excludes or limits the Seller's liability for:

- a) death or personal injury caused by the Seller's negligence;

- b) fraud or willful misconduct;

- c) willful misconduct or gross negligence;

- d) any other liability that cannot be excluded or limited under applicable mandatory law.

## 8.7. Purchaser's indemnity

The Purchaser indemnifies and holds harmless the Seller from all claims, damages, costs and expenses (including reasonable legal fees) arising from:

- a) use of the Products by the Purchaser in violation of the Seller's instructions or technical specifications;

- b) modification, alteration or processing of the Products by the Purchaser;

- c) third party claims arising from the use, resale or distribution of the Products by the Purchaser;

- d) violation by the Purchaser of applicable laws, regulations or industry standards.

## 9. DISPUTES – APPLICABLE LAW

### 9.1. Applicable law

The Contract is governed by Italian law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

### 9.2. Jurisdiction

Any dispute arising from or in connection with the Contract, including disputes relating to its validity, interpretation, performance or termination, is subject to the exclusive jurisdiction of the Court of Novara, Italy.



VERBANO FILM srl  
Via Mirabella, 6/8  
28040 Varallo Pombia (NO) - ITALY  
Tel. + 39 0321 921110 r.a.  
Fax: +39 0321 921095

P. IVA e C. F.: 01197360033  
Cod. SDI: A4707H7  
Cap. Soc. 260.000 euro I.V.  
R.E.A. 155933 Novara  
Reg. Imp. Novara 01197360033

info@verbanofilm.it  
sales@verbanofilm.it  
www.verbanofilm.it

### 9.3. Waiver of objections

The Purchaser irrevocably waives any objection to the jurisdiction of the Court of Novara and agrees not to argue that the proceedings have been initiated in an inconvenient forum or that the Court lacks jurisdiction.

### 10. TECHNICAL IMPROVEMENTS

The Seller reserves the right to make technical, aesthetic or functional modifications to the Products should such modifications be necessary for better use of the Products ordered by the Purchaser, provided that such modifications do not substantially alter the characteristics or performance of the Products.

### 11. FORCE MAJEURE

#### 11.1. Definition

"Force Majeure" means any unforeseeable action and/or event independent of the direct will of the parties and which is beyond their control and for which adequate solutions cannot be rapidly implemented, including, by way of example: war, acts of terrorism, insurrections and riots, transport and/or customs strikes, embargoes, fires, sabotage, natural disasters or adverse natural events such as snowstorms, landslides or floods, gas leaks, prohibitive measures by governmental, tax or customs authorities, suspensions in the supply of raw materials, equipment, motive power, electricity or fuel, or labor, epidemics, pandemics, or any other event beyond the reasonable control of the affected party.

#### 11.2. Suspension of obligations

In case of Force Majeure, the obligations of the parties that cannot be fulfilled due to such event shall be automatically suspended, without penalty, for the duration of the Force Majeure.

#### 11.3. Mitigation obligation

The parties however undertake to adopt the measures in their power to attempt to ensure the normal fulfillment of their obligations, as soon as possible.

#### 11.4. Prolonged Force Majeure

Should the parties be unable to provide the performances for a period exceeding six (6) months due to the persistence of the Force Majeure event, each party has the right to terminate the Contract by written notice to the other party, without liability for damages.

### 12. CONFIDENTIALITY – INDUSTRIAL PROPERTY RIGHTS

#### 12.1. Confidentiality

The Purchaser is obliged to keep confidential all information of a technical nature (including, by way of example, technical information, documentation, formulas, specifications, know-how and correspondence in general) received from the Seller or otherwise acquired during the performance of the Contract.

#### 12.2. Duration of obligation

The Purchaser is subject to such obligation for a period of three (3) years from the date of delivery to the Purchaser of the last batch of Products sold.

#### 12.3. Industrial property rights

All industrial or intellectual property rights relating to the Products sold remain the exclusive property of the Seller or its licensors.

### 13. PAYMENT DELAYS

#### 13.1. Automatic default and interest

In case of delay in payment beyond the terms established in the invoice, the Purchaser is automatically in default without the need for formal notice of default (mora ex re) and the Seller has the right to:

a) interest on delayed payments at the rate established by Article 5 of Legislative Decree No. 231/2002, as amended, calculated from the due date until the date of actual payment;

b) a fixed compensation of EUR 40.00 for recovery costs, pursuant to Article 6 of Legislative Decree No. 231/2002, as amended;

c) compensation for any recovery costs exceeding EUR 40.00, upon proof of costs actually incurred.

### 13.2. Suspension and termination rights

Should the payment delay exceed thirty (30) days from the agreed due date, the Seller also has the right to:

a) suspend the execution of any orders in progress;

b) require advance payment or adequate guarantees for future deliveries;

c) modify the payment terms for further supplies;

d) terminate any contracts in progress with the Purchaser pursuant to Article 5;

e) without prejudice to the Seller's rights to claim damages.

### 13.3. Forfeiture of discounts

The granting of discounts, rebates and bonuses of any kind or nature is strictly subject to regular and timely payment of all supplies within the terms indicated in the Contract. In case of total or partial non-payment within the aforementioned terms, any bonuses or discounts granted shall automatically lapse and the Seller will issue a supplementary invoice for the balance of amounts due.

### 14. RETENTION OF TITLE

#### 14.1. Retention of ownership

All Products delivered to the Purchaser remain the exclusive property of the Seller, as legal and equitable owner, until full payment of all sums due from the Purchaser to the Seller (including principal, interest, costs and expenses) for any reason and under any contract ("Retention Period").

#### 14.2. Separate custody and identification

During the Retention Period, the Purchaser must:

a) store the Products separately from its own goods and the goods of third parties, in such a way that they remain readily identifiable as the Seller's property;

b) mark the Products or their packaging with a clear indication that they are the Seller's property;

c) maintain the Products in satisfactory condition and keep them insured against all risks for their full replacement value, with the Seller's interest noted on the insurance policy;

d) not remove, cancel or obscure any identifying mark or packaging on or relating to the Products;

e) act as bailee of the Products and hold them in trust for the Seller.

#### 14.3. Seller's rights

During the Retention Period, the Seller has the right at any time and without notice to:

a) inspect the Products and verify their condition and storage;

b) require the Purchaser to provide information and documentation relating to the Products;

c) in case of breach of the Contract or insolvency proceedings affecting the Purchaser, access the Purchaser's premises and retake possession of the Products, and the Purchaser hereby grants the Seller an irrevocable license to access its premises for such purpose.

#### 14.4. Resale and processing

The Purchaser has the right to resell or use the Products in the normal course of its business, provided that all amounts due to the Seller are paid when due.



VERBANO FILM srl  
Via Mirabella, 6/8  
28040 Varallo Pombia (NO) - ITALY  
Tel. + 39 0321 921110 r.a.  
Fax: +39 0321 921095

P. IVA e C. F.: 01197360033  
Cod. SDI: A4707H7  
Cap. Soc. 260.000 euro I.V.  
R.E.A. 155933 Novara  
Reg. Imp. Novara 01197360033

info@verbanofilm.it  
sales@verbanofilm.it  
www.verbanofilm.it

Should the Purchaser resell the Products before full payment to the Seller, the Purchaser hereby assigns to the Seller, by way of security, all payment credits arising from such resale to third party purchasers, up to the amount of all sums due to the Seller.

The Purchaser undertakes to:

- a) record the assignment in its accounting books;
- b) inform third party purchasers of the assignment;
- c) collect payments from third party purchasers in a separate bank account held in trust for the Seller;
- d) immediately transfer to the Seller all payments received from third party purchasers, up to the amount due to the Seller;
- e) provide the Seller with copies of invoices issued to third party purchasers and proof of payments received.

Should the Products be processed, transformed or incorporated into other products by the Purchaser before full payment, the Seller acquires co-ownership of the resulting products in proportion to the value of the Products compared to the value of the resulting products. The Purchaser holds such co-ownership share in trust for the Seller.

#### 14.5. Termination of retention

The retention of title ceases upon full payment of all sums due from the Purchaser to the Seller. At the time of such payment, ownership of the Products automatically transfers to the Purchaser.

#### 14.6. Insolvency

In case of insolvency proceedings, bankruptcy, composition with creditors or similar proceedings affecting the Purchaser, the Seller has the right to immediate repossession of all Products for which payment has not been made in full, and the Purchaser hereby waives any right to retain such Products.

#### 14.7. Enforceability against third parties

The retention of title is enforceable against third party creditors of the Purchaser, provided that:

- a) this Contract has a certain date prior to any enforcement action by third parties;
- b) the retention of title is recorded in the Purchaser's accounting books;
- c) the requirements of Article 1341 of the Italian Civil Code and any other applicable law are satisfied.

#### 14.8. Purchaser's acknowledgment

The Purchaser acknowledges and accepts that:

- a) the retention of title is an essential condition of the Contract;
- b) the price of the Products reflects the credit risk assumed by the Seller through deferred payment;
- c) the Purchaser has no right to create a pledge, encumbrance or otherwise encumber the Products during the Retention Period;
- d) any violation of this Article 14 gives the Seller the right to terminate the Contract and claim damages.

### 15. MISCELLANEOUS PROVISIONS

#### 15.1. Severability clause

Should a clause of these General Terms and Conditions become totally or partially unenforceable, this does not affect the validity of the other clauses.

#### 15.2. Reference to the Civil Code

Matters not expressly governed by these General Terms and Conditions are regulated by the provisions on sale referred to in Articles 1470 et seq. of the Italian Civil Code.

#### 15.3. Indicative nature of catalogs and advertising

The data indicated in offers, catalogs, circulars and advertising, such as weights, prices, delivery terms, etc., are purely indicative and do not bind the Seller in any way, unless expressly confirmed in the Order Confirmation.

### 16. ASSIGNMENT

#### 16.1. Assignment by the Seller

The Seller may unilaterally assign some or all of its rights and obligations under the Contract, giving notice to the Purchaser.

#### 16.2. Assignment by the Purchaser

Any assignment by the Purchaser must however be made with the prior written consent of the Seller.

### 17. PRIVACY NOTICE

#### 17.1. Legal basis

The Seller processes personal data provided by the Purchaser or otherwise acquired from third parties, in accordance with Regulation (EU) 2016/679 (GDPR) and Legislative Decree No. 196/2003 as amended by Legislative Decree No. 101/2018, using electronic and/or manual means. The procedures and mechanisms are decided based on the purpose of the processing.

#### 17.2. Purpose of processing

The data are processed in order to execute/complete the Contract, assert or defend a right and comply with the law. The data provided for the completion of the Contract are necessary and mandatory to comply with the law; failure to provide such data makes it impossible to complete the Contract.

#### 17.3. Access to data

The Seller's designated personnel and the Data Processor, if appointed, have access to the data. The Purchaser may request an updated list of data processors and persons to whom the data have been communicated, including: authorities, public institutions, banks, employees, third parties for technical and organizational services used for the aforementioned purposes, other group companies, legitimate recipients as defined by law, who process the data as data controllers, data processors or designated personnel, as the case may be, for the aforementioned purposes.

#### 17.4. Data subject's rights

The Purchaser may exercise at any time the rights indicated in Articles 15-22 of the GDPR by contacting the Data Controller, for example to obtain confirmation of the existence or otherwise of such data, to verify their content, origin or accuracy, to request their integration, updating, rectification, deletion, transformation into anonymous form, blocking following violation of the law, or to object to their processing for legitimate reasons.

#### 17.5. Data Controller

The Data Controller is VERBANO FILM S.r.l., Via Mirabella 6/8, 28040, Varallo Pombia (NO), Italy.

#### 17.6. Legal basis of processing

Consent is not necessary for processing required for the fulfillment of legal obligations, to assert a right and to execute the Contract (Article 6 GDPR).

### 18. INTELLECTUAL PROPERTY

#### 18.1. Ownership

All intellectual property rights on and relating to the Products, including, by way of example, patents, trademarks, trade names, designs, copyrights, trade secrets, know-how and technical specifications, remain the exclusive property of the Seller or its licensors.



VERBANO FILM srl  
Via Mirabella, 6/8  
28040 Varallo Pombia (NO) - ITALY  
Tel. + 39 0321 921110 r.a.  
Fax: +39 0321 921095

P. IVA e C. F.: 01197360033  
Cod. SDI: A4707H7  
Cap. Soc. 260.000 euro I.V.  
R.E.A. 155933 Novara  
Reg. Imp. Novara 01197360033

info@verbanofilm.it  
sales@verbanofilm.it  
www.verbanofilm.it

#### 18.2. Limited license

Nothing in the Contract may be interpreted as granting the Purchaser any license or right to use the Seller's intellectual property, except the limited right to use, resell or process the Products in accordance with the Contract.

#### 18.3. Prohibited acts

The Purchaser must not:

- a) reverse engineer, disassemble or attempt to derive the composition or manufacturing process of the Products;
- b) remove, alter or obscure any trademark, trade name, logo or other proprietary indication on the Products or their packaging;
- c) use the Seller's trademarks, trade names or logos without the prior written consent of the Seller;
- d) register or attempt to register intellectual property rights identical or confusingly similar to the Seller's intellectual property.

#### 18.4. Notification of infringement

The Purchaser must promptly notify the Seller of any actual or suspected infringement of the Seller's intellectual property rights of which it becomes aware.

#### 18.5. Indemnity

The Purchaser indemnifies and holds harmless the Seller from all claims, damages, costs and expenses arising from the Purchaser's violation of this Article 18.

### 19. COMPLIANCE AND ETHICS

#### 19.1. Compliance obligations

The Purchaser represents and warrants that it will comply with all applicable laws, regulations and industry standards in relation to the purchase, use, resale and disposal of the Products, including, by way of example:

- a) environmental laws and regulations;
- b) health and safety regulations;
- c) anti-corruption and anti-bribery laws;
- d) export control and sanctions regulations;
- e) data protection and privacy laws.

#### 19.2. Anti-corruption

The Purchaser must not, directly or indirectly, offer, promise, give or authorize the giving of money or anything of value to public officials or any other person for the purpose of obtaining or maintaining business or securing any improper advantage in relation to the Contract.

#### 19.3. Record keeping

The Purchaser must maintain adequate records and documentation to demonstrate compliance with this Article 19 and must make such records available to the Seller upon reasonable request.

#### 19.4. Violation

Any violation of this Article 19 gives the Seller the right to terminate the Contract with immediate effect and to claim damages.

### 20. ENTIRE AGREEMENT

#### 20.1. Entirety of agreement

These General Terms and Conditions, together with the Order Confirmation and any technical specifications expressly incorporated by reference, constitute the entire

agreement between the parties and supersede all previous negotiations, representations, agreements and understandings, written or oral.

#### 20.2. Modifications

No modification or variation of the Contract is valid unless made in writing and signed by authorized representatives of both parties.

### 21. COMMUNICATIONS

#### 21.1. Form and methods

All communications under the Contract must be made in writing and shall be deemed duly sent:

- a) when delivered personally;
- b) when sent by registered mail with return receipt;
- c) when sent by fax or e-mail, provided that confirmation of receipt is obtained.

#### 21.2. Address and signing powers

Communications to the Seller must be sent to the address indicated in Article 1.1 or to such other address as the Seller may communicate to the Purchaser.

The General Terms and Conditions and sales contracts may be signed by the Seller's legal representative or by persons with specific powers of representation conferred pursuant to Article 2384 of the Italian Civil Code, upon presentation of the relevant power of attorney or resolution conferring powers.

### 22. SEVERABILITY CLAUSE

Should a provision of these General Terms and Conditions be deemed invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions are not affected.

### 23. WAIVER

No omission or delay by either party in exercising a right or remedy under the Contract constitutes a waiver of such right or remedy, nor does it prevent or limit the further exercise of such right or remedy or any other right or remedy.

### SPECIFIC APPROVAL OF ONEROUS CLAUSES

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code

The Purchaser accepts the clauses of the aforementioned General Terms and Conditions of Sale and in particular expressly and specifically approves the following articles containing onerous conditions:

**Article 1.2 (Formation of the contract)** – relating to tacit acceptance of modifications to the Order and prevalence of the Seller's General Terms and Conditions, as well as implicit acceptance of the General Terms and Conditions by payment of deposit, collection of goods or failure to submit objections within 48 hours;

**Articles 2.2 and 2.3 (Payments)** – relating to the prohibition of set-off and waiver of retention rights;

**Article 3 (Failure to collect the goods)** – relating to default interest and termination rights for failure to collect the Products;

**Article 3b (Shipment/Transport insurance)** – relating to Ex-Works delivery, transfer of risk and the Purchaser's insurance obligations;

**Article 4 (Warranty)** – relating to limitation of the warranty period according to the Technical Data Sheets (in the absence of indication, 6 months), exclusion of consequential damages, conditions for warranty claims, limitation of the Seller's obligations to replacement or refund only, and derogation from the legal warranty regime pursuant to Articles 1490-1495 of the Italian Civil Code;

**Article 5 (Termination or suspension of the contract)** – relating to the Seller's right to suspend or terminate for non-payment or deterioration of the Purchaser's financial conditions;



VERBANO FILM srl

Via Mirabella, 6/8

28040 Varallo Pombia (NO) - ITALY

Tel. + 39 0321 921110 r.a.

Fax: +39 0321 921095

P. IVA e C. F.: 01197360033

Cod. SDI: A4707H7

Cap. Soc. 260.000 euro I.V.

R.E.A. 155933 Novara

Reg. Imp. Novara 01197360033

info@verbanofilm.it

sales@verbanofilm.it

www.verbanofilm.it

**Article 7.4 (Tolerances)** – relating to weight and quantity tolerances with respect to quantities confirmed in the Order Confirmation and waiver of refusal rights for deviations falling within the indicated tolerances;

**Article 8 (Limitation of liability)** – relating to limitation of the Seller's liability to 3% of the invoiced price, exclusion of indirect and consequential damages and penalty for delay;

**Article 9 (Disputes – Applicable law)** – relating to exclusive jurisdiction of the Court of Novara and waiver of objections to jurisdiction;

**Article 13 (Payment delays)** – relating to automatic default without formal notice, interest on delayed payments, forfeiture of discounts and the Seller's rights to suspend or terminate;

**Article 14 (Retention of title)** – relating to retention of ownership until full payment, the Purchaser's obligations as bailee, assignment of credits from resale and the Seller's repossession rights;

**Article 16 (Assignment)** – relating to the Seller's right to unilaterally assign the Contract and the requirement of the Seller's consent for assignment by the Purchaser.

The Purchaser declares that it has carefully read, fully understood and freely accepted all the clauses indicated above and confirms that they have been the subject of specific negotiation between the parties and that the price of the Products reflects such contractual limitations.

The Order Confirmation expressly refers to these General Terms and Conditions, available on the Seller's website [www.verbanofilm.it](http://www.verbanofilm.it) and transmitted to the Purchaser together with the Order Confirmation. These General Terms and Conditions, including the onerous clauses referred to in Articles 2.2, 2.3, 3, 3b, 4, 5, 7.4, 8, 9, 13, 14 and 16.2, shall be deemed fully accepted by the Purchaser by:

- a) payment of the deposit or down payment, if provided for; or
- b) collection of the goods; or
- c) absence of written objections received by the Seller within forty-eight (48) hours of receipt of the Order Confirmation.

The Purchaser, by performing one of the acts referred to in letters a) or b), or by failing to submit objections within the terms referred to in letter c), fully accepts these General Terms and Conditions and acknowledges that the limitations and exclusions of liability contained therein have been the subject of specific negotiation and that the price of the Products reflects such contractual limitations.

The chairman of the board of directors of Verbanofilm Srl

Carlo Alberto Platini

VERBANO FILM  
Presidente del consiglio di Amministrazione  
Carlo Alberto Platini

VERBANO FILM S.r.l.

Via Mirabella 6/8

28040 Varallo Pombia (NO) – Italy

VAT Number: IT01197360033

Tel. +39 0321921110

Email: info@verbanofilm.it