

GENERAL CONDITIONS OF SALE – L.C.I. s.r.l.

The general conditions outlined below govern the contractual supply relationships between L.C.I. s.r.l. (hereinafter referred to as the “Supplier”) and its customers, which are implemented through individual orders.

1.1 Application of the general conditions – These conditions shall apply even if not expressly referred to and signed in individual orders.

1.2 Any variation to these conditions shall have no effect unless expressly agreed in writing by the parties.

1.3 These general conditions are considered as accepted at the time of purchase and are effective until expressly revoked by the Supplier, even unilaterally, or replaced by new conditions that will become effective as of the signing date.

2.1 Orders – Orders received by the Supplier, also those negotiated and proposed, are considered final only if expressly accepted by the Supplier within three days from the date of issue or when later confirmed by the Customer if the Supplier has made changes to the order received. The order must be complete in all its parts, with specific indication of the price, tonnage and quality of the material with indication of the respective codes.

2.2 Acceptance of the material by the Customer also implies acceptance of the general conditions of sale.

3.1 Compliance of material – Any data or information on the characteristics of the material from the Supplier is binding only to the extent to which such data has been expressly referred to in the order and which refers to the relevant legislation.

3.2 Compliance of the material must be based on standard UNI EN 643/2014, unless otherwise agreed in writing between the parties.

3.3 Material checks must be carried out by the Customer upon arrival at the destination.

4.1 Price – Unless otherwise determined, the price of the supply is intended for packaged and/or loose goods according to uses in the sector in relation to the agreed method of transport, both Ex Works (EXW) and Delivered At Place (DAP), it also being understood that any other cost or charge, including those related to the loading/unloading of the goods, shall be borne by the Customer.

4.2 In relation to the prices agreed in the order, should there be any additional costs and/or charges due to variations in the cost of transport, customs and/or tax charges and duties before delivery, the Supplier expressly reserves the right to change the prices, even if already confirmed, and in any case by no more than 10%.

5. Delivery– Unless otherwise agreed, delivery is Ex Works (EXW) or Delivered At Place (DAP), with the material made available for loading purposes. In any case, if agreed that transportation, or part of it, is handled by the Supplier, the risks are passed on to the Customer when the goods are delivered to the first carrier. It is always the responsibility of the Customer to enforce against the carrier, and for information to the Supplier, the reasons in case of shortfall, damage, delays, etc.

6. Delivery times – Unless otherwise agreed, the scheduled delivery times for orders are purely indicative and not essential. Any delay in delivery shall not give the right to compensation and/or damages of any kind.

7.1 Disputes (Warranty) – According to EU regulations, on arrival at the paper mill the goods must be verified and checked for compliance with the order and with standard UNI EN 643/2014. Any discrepancies regarding the quantity, kind or type of material supplied must always be submitted to the Supplier in writing, within a maximum of 1 (one) day of receipt, citing all the details for immediate control. After this deadline, the goods are considered as accepted.

7.2 Moisture control must be carried out with photographic material and measuring via EMCO 500 or similar instruments, while measurements calculated with the oven are excluded.

7.3 The percentage of impurities must be proven by gravimetric selection and with photographic material. Claims based on impurities detected only visually are excluded.

7.4 Any claims relating to the characteristics of the material must be submitted in writing within 1 (one) day of arrival at the destination. After this deadline, the possibility of disputes or claims regarding the characteristics of the material is excluded.

7.5 Following a complaint, the material subject to dispute must always be made available to the Supplier's representatives for verification of what has been reported.

7.6 The Supplier shall implement the solutions it sees fit in the case of well-founded disputes, and may even withdraw and/or downgrade the material.

7.7 The Supplier shall not be held liable for any carelessness (for example, incorrect storage, etc.), negligence on the part of the carrier and/or the customer. Any dispute regarding a single delivery shall not release the Customer from the obligation of collecting the remaining quantity of material for the specific order.

7.8 Without prejudice to cases of fraud or gross negligence, the foregoing excludes any other liability of the Supplier arising from the material supplied.

8.1 Payments – Payments must be made exclusively to the Supplier under the agreed conditions.

8.2 It is understood that any claims or disputes do not give the Customer the right to suspend or delay payments for the disputed material or other supplies. More generally, no action or exception may be carried out or opposed by the Customer until after full payment for the material for which such dispute or exception is intended to be carried out.

8.3 The Customer is not authorised to make any deduction from the agreed price, unless previously agreed in writing by the Supplier.

8.4 In the case of late payment beyond the agreed terms, the Customer shall be automatically charged, without any formal notice, late payment interest calculated according to the rate indicated in Article 5 of Legislative Decree no. 231 of 9 October 2002 (transposing EU Directive 2000/35/EC), including the increase provided for therein (interest rate applied by the European Central Bank to its main refinancing operations, plus 7 percentage points).

9. Reservation of title – If the sale of the goods involves a deferred payment, the sale itself shall take place with reservation of title in favour of the Supplier until full payment of the agreed price, plus accessory charges, pursuant to Article 1523 of the Italian Civil Code. From the date of delivery, the Customer is responsible for the risks, hazards and consequences deriving from any damage, theft, fire, fortuitous events or force majeure, damage to people or things, and the Customer, notwithstanding their occurrence, must comply with all obligations and agreed payment terms.

10. Returns of goods – Returns of goods are not accepted unless expressly authorised in writing by the Supplier and in any case the Customer must return the material to the Supplier in the same state and condition in which it was received.

11. Suspension or cancellation of orders – If one of the established general conditions of supply is not observed, even in part, as well as in the case of difficulties encountered in making payment, or in case the solvency warranties of the Customer should fail or be insufficient, or more generally the financial capability of the Customer, the Supplier is entitled to suspend or cancel orders in progress, i.e. to subordinate delivery of the material to an adequate payment guarantee.

12. Settlement of disputes – For all disputes arising from the execution and interpretation of individual orders, as well as these general conditions, the Court of Treviso has exclusive jurisdiction.

13. Final provisions – These general conditions of sale, and the individual order, are governed by Italian law.

13.1 Should any contractual provision of these general conditions of sale become invalid or unenforceable, such circumstances shall not affect the validity of the other provisions which will remain in full force and effect.

