

## GENERAL TERMS AND CONDITIONS OF PURCHASE

**LCI – Lavorazione Carta Riciclata Italiana s.r.l.**

### 1. SCOPE OF APPLICATION

These terms and conditions of purchase shall fully and essentially govern all orders sent by LCI - Lavorazione Carta Riciclata Italiana s.r.l. with registered office in Treviso, Viale della Repubblica 193/B, VAT no. 04139540266 (hereinafter, also the “Buyer”) to the supplier (hereinafter, also “Supplier”) to purchase products (hereinafter “Products”).

These general terms and conditions, together with the purchase order and relative attachments, constitute the contract with the Supplier.

Under these general terms and conditions, “Products” refer to “End of Waste” materials that comply with UNI EN 643 legislation, with reference to the indications of Art. 184 ter of Italian Legislative Decree no. 152/2006, regardless of whether the Supplier produces these Products directly or buys them from third parties.

Any other provision that may be stated in the order or other documentation belonging to the Supplier (including the latter's general terms and conditions of sale) shall not be valid unless expressly accepted by the Buyer in writing.

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### 2. CONCLUSION OF THE CONTRACT

The purchase contract shall be considered concluded when the Supplier confirms the order.

Only orders and declarations in writing shall be binding upon the Buyer. Any contractual amendments made by the Supplier shall not be valid unless the Buyer has approved them in writing, even if the latter has not expressly contested them.

The Supplier must confirm every order by no later than five working days from receiving it, in the same way that it received said order; the Buyer shall be entitled to consider orders to have been accepted even without formal approval. Late acceptance of an order must be specifically approved by LCI – Lavorazione Carta Riciclata Italiana S.r.l.

The Buyer shall have the right to request reasonable changes with regard to the Products. In this case, the Supplier is obliged to immediately inform LCI – Lavorazione Carta Riciclata Italiana S.r.l. in writing and justify any price increases and/or reductions and any repercussions on the delivery date.

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### 3. CONFORMITY OF MATERIAL

The Supplier guarantees that the Products comply with the provisions of the General Terms and Conditions, the Purchase Order and Technical Specifications, as well as with reference legislation UNI EN 643.

In particular, the Supplier guarantees:

- compliance with the provisions of Art. 184 ter of Italian Legislative Decree no. 152/2006;
- that the products comply with UNI EN 643 technical regulations;
- that it is in possession of all the relative, legally required authorisations.

The Buyer reserves all rights to carry out any necessary inspections and/or checks when it receives the Products, in order to check that there are no faults and/or defects, that the Products fully comply with legislation and that all Products have been duly supplied in terms of both quality and quantity.

Should a defect or non-compliance be found with the Products, LCI – Lavorazione Carta Riciclata Italiana s.r.l. shall be entitled to opt for one of the following solutions, at its own discretion:

- a) to refuse the delivery of all or some of the Products;
- b) to request the replacement of non-compliant Products or the entire batch to which they belong, at the Supplier's expense and by the deadline stated by LCI – Lavorazione Carta Riciclata Italiana s.r.l.;
- c) to ask for a reasonable reduction in price;
- d) to provide notice of termination of the Contract due to non-compliance.

It is understood that all costs that have arisen or that may arise due to product defects or non-conformities, shall be charged to the Supplier, including the costs for the checks carried out by the Buyer or by a third-party appointed by the Buyer.

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#### 4. PRICES AND PAYMENT CONDITIONS

The price indicated on the order shall be fixed and binding.

Unless otherwise agreed in writing, the Buyer shall make payments based on the agreed conditions and in accordance with the invoices issued by the Supplier.

Without prejudice to the Buyer's right to accept or refuse deliveries made in advance, should the Products be delivered early, then the payment deadline shall nonetheless remain as the original date agreed upon between the parties.

Invoices must be prepared in accordance with all applicable legal requirements and, in particular, with tax and accounting regulations. Invoices must be addressed to LCI – Lavorazione Carta Riciclata Italiana s.r.l. Any invoices that do not comply with these regulations will not be accepted and will not be due for payment.

In any case, LCI – Lavorazione Carta Riciclata Italiana s.r.l. shall be entitled to suspend payment of invoices that are due, as long as it can exercise its rights against the Supplier deriving from incomplete or insufficient service provision.

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#### 5. DELIVERY

The material referred to by the contract shall be delivered to the place indicated in the order.

Each delivery must be accompanied by the relative transport documentation provided for by the national and international legislation of reference.

Ownership of the Products shall be transferred to the Buyer at the time of delivery, regardless of whether or not the price has been paid.

Should facts or circumstances arise that make it reasonably likely that the Supplier will not be in a position to be able to make the deliveries by the deadlines indicated in the Order, then the Supplier shall be obliged to promptly inform the Buyer in writing, specifying: the reason for the delay; the estimated

length of the delay; the measures that the Supplier considers appropriate to avoid, make up and/or limit the delay.

Failure to deliver the Products by the agreed deadline shall constitute a serious breach of the Supplier's contractual obligations, to all intents and purposes. The Buyer shall therefore be entitled to refuse delivery of the Products after the deadline indicated in the Order and, in these cases, may terminate the Contract pursuant to Art. 1456 of the Italian Civil Code and claim and receive compensation for any resulting damages.

Should the Buyer accept the delivery despite the delay, then it shall be in any case entitled to claim and receive compensation for any damages deriving from the Supplier's delay in complying; accepting the Products or Services late shall therefore not mean or result in LCI – Lavorazione Carta Riciclata Italiana s.r.l. tacitly waiving its rights and, in particular, the right to claim compensation for damages deriving from the Supplier's failure to properly fulfil its obligations.

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## 6. DURATION

These general terms and conditions shall remain binding upon the parties for as long as is necessary to fulfil the obligations stated herein and they are understood to be accepted and renewed upon every subsequent purchase order concluded between the same parties.

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## 7. JURISDICTION

For any disputes relating and/or connected to the interpretation and processing of individual orders, in addition to these general terms and conditions, the Court of Treviso shall have exclusive jurisdiction.

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## 8. DATA PROTECTION

In accordance with the provisions of the EU General Data Protection Regulation (2016/679), L.C.I. - Lavorazione Carta Riciclata Italiana s.r.l. hereby states:

- a. Personal data shall be processed by LCI – Lavorazione Carta Riciclata Italiana s.r.l. with registered office in Viale della Repubblica 193/B, 31100 Treviso, in order to duly comply with all aspects of the order sent.
- b. Data must be processed in order to correctly perform and develop the contractual relationship in place, which forms the legal basis for the processing of personal data.
- c. Personal data shall be stored and duly protected with adequate security measures throughout the validity of the contractual relationship in place, as well as for the time necessary to fulfil all legal obligations that derive from it.
- d. LCI – Lavorazione Carta Riciclata Italiana s.r.l. is the recipient of said data and data subjects may exercise their rights to access, alter and erase said data and restrict their processing, to object to processing and to obtain data portability, in accordance with the legal terms and conditions provided for by data protection legislation, by contacting LCI.
- e. Data subjects also have the right to lodge a formal complaint should data not be processed correctly, by sending written notification to the competent supervisory authority.

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## 9. ADMINISTRATIVE LIABILITY OF LEGAL PERSONS AND ENVIRONMENTAL CLAUSE

The Supplier declares that it is aware of applicable legislation regarding the administrative liability of legal persons and, in particular, of the provisions of Italian Legislative Decree no. 231 of 8<sup>th</sup> June 2001. In this regard, it declares that its activities and those of its employees and collaborators respect applicable legislation and that they refrain from any conduct which may constitute one of the offences referred to by the aforementioned legislative decree. The Parties shall consider any failure to comply with this commitment as a serious breach, constituting a reason to terminate this contract with immediate effect due to non-compliance.

The Buyer declares that it has adopted and effectively implemented the *“Organisational, Management and Control Model pursuant to Italian Legislative Decree no. 231/2001”* (hereinafter, *“Model 231”*), and the relative *“Code of Ethics”*.

The Supplier declares that it has read and is aware of the contents of the aforementioned documents and shall consequently undertake to comply with current legislation when fulfilling its obligations, in particular Italian Legislative Decree no. 152/2006 and subsequent amendments and integrations, and to behave in a way that is appropriate and respectful of the environment, responsibly using resources.

The Supplier declares that the goods purchased comply with legally required technical standards.

The Supplier therefore guarantees that the products:

- comply with the national and international regulations in force at the time when the products are supplied and, to this end, it shall undertake to provide a copy of the relative certifications and authorisations that are valid and appropriate;
- comply with the safety regulations in force at the time of the order, as well as with regulations relating to the prevention of workplace accidents and environmental protection;
- do not compromise the safety of people, animals and/or property.

The Supplier hereby undertakes to indemnify the Buyer against any sanctions that may be imposed upon the latter as a result of the non-compliance of products referred to by the contract.

Any failure to comply with the aforementioned obligations shall be considered as a serious breach and shall entitle the Buyer to terminate this contract early, without prejudice to the latter's right to compensation for damages.

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## 10. FINAL PROVISIONS

These general terms and conditions of purchase, and each individual order, shall be governed by Italian law.

Should a contractual clause stated in these general terms and conditions become null and void, this shall not affect the validity of the other provisions which shall remain valid and effective.