

## 1. SCOPE OF APPLICATION

These General Conditions of Purchase are an integral part of all orders/contracts concerning the supply of goods, services, products, or work commissioned by Brianza Plastica S.p.A. to any supplier.

The general conditions of purchase shall take precedence over any general conditions of sale, provided that no specific objection has been raised thereto, and shall be deemed accepted in full at the time the order is placed or, at the latest, upon acceptance to supply the ordered goods.

Any modification or exception to the order conditions and general conditions of purchase shall be contractually valid only if confirmed in writing by an official order modification issued by Brianza Plastica S.p.A.

## 2. ORDERS AND CONFIRMATION

The order shall be considered accepted even if not signed by the Supplier unless an objection or different counter-proposal is made in writing by the Supplier and received by Brianza Plastica S.p.A. within seven working days from the sending of the order by email. For this purpose, the sending of the order to the Supplier's address indicated in the contract or at the time of setup, qualification or in subsequent written communications shall be valid. Execution of the supply by the Supplier shall, in any case, be construed as tacit acceptance of these conditions and the specific terms and conditions indicated in the order. Any counter-proposal shall only be valid if accepted pursuant to Article 1326 of the Italian Civil Code.

## 3. REFERENCES, DELIVERY DOCUMENTS

All communications and documents relating to the supply shall contain the following indications: unit of destination, number, and date of the order/contract.

Shipped goods must be accompanied by a delivery note or regular invoice.

The delivery note or invoice shall contain the following information: company name, name of goods, quantity, advance payment or balance of supply, date of shipment, number and date of the order/contract, number of packages and any other necessary information.

If expressly requested, the goods must be accompanied by the relevant technical documentation (e.g., certificate of analysis, declaration of conformity, EU declaration of conformity, user, and maintenance manuals, etc.).

## 4. PRICES

Agreed prices are understood to be fixed and therefore not susceptible to increases or decreases, regardless of any variations in the prices of materials, labour costs, fluctuations in foreign currency exchange rates against the Euro that may occur during the performance of the order/contract.

If the information contained in the invoice and/or documentation accompanying the goods is incomplete or inaccurate, payment of the relative invoices shall be suspended until the Seller remedies the situation.

## 5. DELIVERY TERMS

The goods must be brand new and be delivered to the place of delivery stated in the order.

### **Brianza Plastica S.p.A.**

*Company with Quality Management System certified UNI EN ISO 9001:2015 (certificate no. 106 SQP-IIP)*

Via Rivera, 50, 20841 Carate Brianza (MB) • Tel. 0362.91601 • Fax 0362. 990457

<http://www.brianzaplastica.it> • e-mail: [info@brianzaplastica.it](mailto:info@brianzaplastica.it)

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Goods shall be delivered "free at destination" and the delivery terms are DDP (Incoterms 2020) unless otherwise specifically indicated in the order.

Delivery dates shall be binding on the supplier and shall be understood as the deadlines for delivering the goods or providing the services requested in the order. If delays occur that are not due to causes recognised as force majeure, Brianza Plastica S.p.A. shall have the right to provide the supply in another way, cancelling the order or the part of it affected by the delay, reserving the right to claim for damages. This is without prejudice to Brianza Plastica S.p.A.'s right to compensation for greater damages, as well as the right to cancel the order/contract in the event of a delay of more than 15 days for reasons directly attributable to the supplier.

Acceptance of goods supplied after the agreed delivery date does not constitute a waiver of the right to claim for damages.

## 6. CAUSES OF FORCE MAJEURE

The occurrence of a force majeure event that could justify a delay in the agreed delivery date must be reported by the supplier.

To this aim, force majeure events shall be considered as unforeseeable events such as, but not limited to earthquakes, cyclones, floods, fire and other natural disasters, or epidemics, wars, coups, riots, revolts, and other warlike hostilities, acts of terrorism, expropriation, confiscation, embargo, state or governmental actions and bans, national strikes and lockouts. Under no circumstances shall delays by subcontractors be considered a force majeure event.

If the delay, even if attributable to force majeure, lasts for more than three months, Brianza Plastica S.p.A. reserves the right to cancel the order, without anything being due and with the right of reimbursement of any deposits paid in advance to the Supplier.

## 7. DELIVERY NOTES - PACKAGING

All goods must always be accompanied by the Transport Document as required by current legislation. This document will be considered essential for completing the order/contract. Each transport document shall refer to the goods of a single order and shall contain all the references required by article 2. In addition to the data required by law, the Delivery Notes must always indicate the order numbers and/or other data required by the internal quality procedures of Brianza Plastica S.p.A. The document must indicate whether it is an initial delivery or a delivery of the balance, and in the case of a return after processing or similar circumstances, it must report the details of the original document issued by Brianza Plastica S.p.A.

The goods must be sent using appropriate packaging to ensure they reach their destination in perfect condition of use. The Supplier bears full responsibility for their transportation until Brianza Plastica accepts them at the agreed-upon delivery location.

## 8. SAFETY REGULATIONS

The ordered material must be supplied complete with all the technical documentation for installation, assembly, use, operation, and maintenance, including safety and type-approved certificates, toxicological datasheets and/or waste-type classifications required by current legislation or in the order/contract. This documentation shall be an integral part of the supply.

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The packaging of toxic and/or hazardous goods must be marked as required by the applicable laws, indicating the degree of danger and/or toxicity of the contents. These markings must be affixed in a clear and indelible manner. The Supplier shall comply with the current safety regulations for transporting such goods and shall take all necessary measures to ensure proper handling and storage.

If the documentation sent is incomplete and/or does not comply with the order/contract or with the applicable regulations in force, including technical regulations, payment of the invoices, even for subsequent supplies, may be suspended until the complete, correct, and appropriate documentation is received.

## 9. ACCEPTANCE AND TESTING

Goods and services shall only be deemed accepted after successful testing or inspection of proper execution or after completion of the installation, if any, or completion of the activity requested, even if the supplier is not present.

For orders that explicitly provide for the sending of technical documentation with the supplied goods or tests, acceptance of the supply will be subject to the positive outcome of these tests.

Brianza Plastica S.p.A. has the right to inspect the Supplier's quality system and/or to request copies of the related manuals and certifications, if expressly requested by the final customer.

The tests shall be carried out by the Supplier, at its own expense, in compliance with the order/contract and with the legal requirements. In the event of joint tests, a schedule shall be sent with a minimum of seven-day notice.

The Supplier shall be responsible for all approval/testing procedures or authorisations required by law. The original and complete test certifications must be issued to Brianza Plastica S.p.A.

In the event of a negative test result after the Supplier has already issued the invoice, the Supplier shall issue a special credit note based on the indications provided by Brianza Plastica.

## 10. DEFECTS IN THE GOODS PURCHASED

The Supplier declares that the delivered materials are free from flaws or defects, including hidden, design and manufacturing defects, and that they conform to what is specified in the order. Goods or services that are defective or deviate from what is stipulated in the order shall be deemed not to have been delivered. In this case, the Supplier is required, at its own care and expense, to collect the goods or repeat the service or rectify any identified discrepancies within the communicated term. The Supplier must follow the indications outlined in the aforementioned communication to maintain the validity of the contract.

Failure to do so grants Brianza Plastica the sole discretion to terminate the contract or obtain a price reduction and/or the elimination of the defect within the term indicated in the aforesaid communication.

## 11. SPECIAL CONDITIONS FOR THE SUPPLY OF SERVICES

The services must be provided at the location and in the manner specified in the order, according to, as the case may be, the necessary technical procedures, applicable regulations, and safety measures.

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The Supplier must provide the services using its own equipment and personnel. It may only subcontract the provision of services to third parties with the written consent of Brianza Plastica Spa. In the case of subcontracting, the Supplier shall remain responsible for fulfilling the contractual obligations and complying with these Terms and Conditions.

## 12. INVOICES AND PAYMENT

Invoices shall be headed and addressed as indicated in the order. Each invoice shall refer to a single order, contain all the indications set forth in point 3, refer to the delivery documents and specify the materials indicated in the same sequence. The payment method and terms shall be those indicated in the order, and under no circumstances shall deductions or interest charges not previously agreed upon be accepted, even if provided for in the Supplier's terms of sale.

## 13. CREDIT ASSIGNMENTS

The Supplier is expressly forbidden to transfer or assign to third parties, in whole or in part, the orders/contracts or the relative rights/obligations without the written authorisation of Brianza Plastica S.p.A.

It is expressly forbidden to transfer credit, in any form, special collection mandates or other forms of delegation of payment, unless expressly authorised by Brianza Plastica S.p.A.

In the event of any violations, Brianza Plastica S.p.A. shall have the right to suspend payments pursuant to article 1460 of the Italian Civil Code.

This clause is presumed to be known to the assignee at the time of the transfer and can, therefore, be opposed by said assignee pursuant to article 1260/2 of the Italian Civil Code.

## 14. CONFIDENTIAL INFORMATION

The Supplier unconditionally undertakes to keep confidential and secret any kind of oral or written technical or commercial information provided, either directly or indirectly, by Brianza Plastica SpA in relation to the order. The Supplier shall not disclose to third parties or use for different purposes the confidential information and the business or trade secrets, nor copy or reproduce any documentation unless explicitly authorised by Brianza Plastica S.p.A.

The obligation of confidentiality is binding for the Supplier and its assignees and successors and shall be valid for an indefinite period of time, whatever changes occur in the company name or in the ownership structure.

## 15. INDUSTRIAL PROPERTY OF THE SUPPLIER

The Supplier guarantees that the manufacture, use and marketing of the goods/products supplied, their accessories and components do not infringe any industrial or intellectual property rights of third parties.

To this end, the Supplier shall release Brianza Plastica S.p.A. and its customers from any liability, request or appeal by third parties resulting from violation of patents, industrial property rights, trademarks, copyrights and other similar rights for the protection of know-how or industrial secrets, guaranteeing the lawfulness of use and trade of the contractual/ordered goods in Italy and abroad, and assuming all burdens (without exception) for the prompt settlement of the third party's claim and to compensate Brianza Plastica S.p.A. for any damage suffered.

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**16. PROTECTION OF TRADEMARKS**

The trademarks and distinctive signs used by Brianza Plastica are the property of Brianza Plastica, and the supplier shall use them exclusively in compliance and conformity with the instructions of Brianza Plastica S.p.A. and exclusively for the purposes set forth in these general conditions of purchase.

Any different or unauthorised use of these trademarks is expressly prohibited and constitutes a violation of trademark, copyright or other intellectual property or unfair competition laws.

Should this occur, Brianza Plastica S.p.A. shall have the right to immediately terminate this order/contract and to claim compensation for damages.

In the event of termination or cancellation of this order/contract, the supplier undertakes to immediately cease using, in any form, the aforementioned logo and trademarks.

**17. OBLIGATIONS UNDER LAW 231/2001**

The supplier, acknowledging that Brianza Plastica SpA has adopted the Organisational and Management Model pursuant to Legislative Decree no. 231/01, agrees to comply with the principles and operating practices outlined in the aforementioned Organisational Model, the Code of Ethics and in the annexes (e.g. procedures) available on the website [www.brianzaplastica.it](http://www.brianzaplastica.it). Furthermore, the Supplier agrees to adopt, as far as it is within its competence, company procedures and/or to behave in such a way as to prevent the committing of the offences set forth in Legislative Decree No. 231/01. Failure to fulfil these obligations, deemed a substantial and severe breach, shall give Brianza Plastica SpA. the right to suspend the execution of the contract, as well as to unilaterally withdraw from said contract or to consider it effectively terminated. This is without prejudice to the third party's obligation to indemnify any resulting damages incurred by Brianza Plastica SpA.

To ensure the highest level of assurance and compliance with Legislative Decree No. 24/2023, Suppliers can access the website <https://wl.brianzaplastica.it/> to report any detected or suspected breaches in their relations with Brianza Plastica SpA. This procedure ensures the utmost confidentiality of the reporting party as well as the data and information shared by said party. The privacy policy can be found at [www.brianzaplastica.it](http://www.brianzaplastica.it)

**18. MANAGEMENT OF ENVIRONMENTAL OBLIGATIONS**

To fulfil the environmental obligations within the scope of supplying goods or services to Brianza Plastica, the Supplier undertakes to comply with the provisions of Legislative Decree No. 152/2006 concerning the environment and waste disposal. Additionally, the Supplier agrees to examine Brianza Plastica's organisational model, Code of Ethics and environmental policy, accessible on the website [www.brianzaplastica.it](http://www.brianzaplastica.it)

Should the Supplier fail to meet the environmental commitments or if Brianza Plastica detects any irregularities, the latter shall be entitled to terminate the contract without prejudice to the right to claim for damage compensation.

**19. EXPRESS TERMINATION CLAUSE****Brianza Plastica S.p.A.**

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Brianza Plastica Spa shall have the right to terminate, with immediate effect, pursuant to article 1456 of the Italian Civil Code, the order/contract by means of simple written communication (also via email) in the event of:

- breach by the Supplier of the confidentiality clause as per point 14;
- delay by the Supplier in the delivery of the goods exceeding 15 days for reasons attributable to said Supplier (point 5);
- defects or non-conformity of the goods purchased and inaction by the Supplier (point 10);
- breach by the Supplier of the protection of trademarks referred to in point 16;
- breach of the obligations under Law no. 231/2001 (point 17);
- breach of the environmental obligations (point 18);
- legal proceedings initiated against the Supplier, such as to compromise or damage its image and reputation or that of Brianza Plastica S.p.A.;
- liquidation, termination of business or state of insolvency of the Supplier, or submission to insolvency proceedings of any kind (including debt restructuring agreements or agreements with creditors).

Termination does not invalidate the Supplier's obligations set forth in point 14, which shall remain in force after said termination.

Should Brianza Plastica Spa terminate the supply contract by reason of the aforementioned rights, the Supplier must compensate for the resulting damages.

## 20. PERSONAL DATA PROCESSING

Brianza Plastica S.p.A. informs that the data and information provided during the contractual relationships with the Supplier (referable to said Supplier and legitimately collected also from third-party sources) shall be processed in compliance with the directives of EU Regulation 2016/679 (GDPR).

By accepting the order, the Supplier declares that it is aware of the information referred to in articles 13 and 14 of the GDPR and of the rights regarding the purposes pursued, the legal basis of the processing, the methods and tools used, as well as the rights and methods for exercising them in relation to the personal data provided during the performance of the contract. The privacy policy can be found at [www.brianzaplastica.it](http://www.brianzaplastica.it)

## 21. COMPETENT COURT

Any disputes that may arise between the parties shall be governed by Italian law, and the Court of Monza shall have exclusive jurisdiction, with the exclusion of any other competing court or arbitration.

Pursuant to art. 1341 et seq. of the Italian Civil Code, by signing this document, the Supplier declares to have carefully read all the above clauses referring to the "General Purchase Conditions for the Supply of Goods and Services", and in particular to approve the following points:

- 2) Orders and Confirmation
- 5) Delivery Terms
- 9) Acceptance and Testing
- 10) Defects in the Goods Purchased

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- 11) Special Conditions for the Supply of Services
- 12) Invoices and Payment
- 13) Credit Assignments
- 14) Confidential information
- 15) Industrial Property of the Supplier
- 16) Protection of Trademarks
- 17) Obligations under Law 231/2001
- 18) Management of Environmental Obligations
- 19) Express Termination Clause
- 21) Competent Court

*Supplier's stamp and signature for acceptance*

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