

1. INTRODUCTION
2. OFFERS
3. ORDER CONFIRMATION AND CONTRACT FINALIZATION
4. OBJECT OF THE SUPPLY
5. PRICES AND PAYMENTS
6. DELIVERY TERMS
7. PRODUCT CHARACTERISTICS
8. ELIMINATED ITEMS
9. RETENTION OF TITLE
10. NON-PAYMENT
11. RIGHT OF WITHDRAWAL
12. WARRANTY
13. DEVELOPMENT COMMISSION
14. COMPLAINTS
15. COMPENSATION FOR DAMAGES
16. LIMITATION OF LIABILITY
17. TECHNICAL DATA AND CONFIDENTIALITY
18. COMPETENT FORUM

## 1. INTRODUCTION

Wintag is a brand of Astraplast S.r.l. Via Milazzo 4 Fagnano Olona (VA) VAT reg. no. 01832550121.

These General Conditions of Sale (hereinafter called "conditions") apply to all supplies of goods and/or services made by WINTAG (hereinafter called "seller" or "WINTAG") to any natural or legal person, hereinafter called "customer" or "buyer", that formalised and forwarded a purchase order to WINTAG. The sale is governed by these General Conditions of Sale, to be integrated also with those indicated on the invoice, and, although not expressly provided for, by the Italian Civil code. The conditions apply to any WINTAG commercial operation even without any direct or explicit reference to them, and they are mandatory except for amendments to the conditions confirmed by WINTAG in writing: any terms or conditions set by the buyer in contrast with this document are ineffective and must be considered as not set. The Customer also declares to know the content of these general conditions of sale available at [www.wintag.it](http://www.wintag.it)

## 2. OFFERS

Wintag offers are not binding and, if not explicitly stated otherwise, are valid for 30 days. Any price list or quotation issued to the customer are the property of Wintag and cannot be duplicated or transmitted to third parties without Wintag's written consent. If the offer validity period expires to no avail, WINTAG reserves the rights to call back such documentation, which must be returned within 30 days, and no copies can be retained by the buyer. No contract will be entered into between WINTAG and the Customer until the order from the customer is accepted by WINTAG via the Order Confirmation sent to the Customer. Subsequently to the Order Confirmation, the order cannot be revoked without WINTAG's written authorisation. Any expenses and costs related to the changes to the product requested by the Customer compared to the catalogue or the construction drawing approved, shall be on the Customer's account. The Customer shall also bear any other additional change, integration, service or expense requested by the Customer and not expressly included in the Order Confirmation.

## 3. ORDER CONFIRMATION AND CONTRACT FINALIZATION

The customer order is valid as a purchase proposal; it is irrevocable for the Customer and is not binding for Wintag, which reserves the right to accept it. The sales contract will be concluded after the order

confirmation by Wintag. The contract is finalized exclusively from the date of acceptance of the order, as indicated in the order confirmation form, and from the date of full satisfaction of all the contractual conditions, if any. Any additions or modifications made to the order will not constitute a restriction for Wintag, which may accept or reject them without prejudice to the original order. The contents of Wintag's order confirmation cancel any agreements or negotiations that are not reported in the confirmation itself. The formulation of the order by the customer, even if not expressly stated, implies the acceptance of the conditions present within this document.

## 4. OBJECT OF THE SUPPLY

The supply includes only what is indicated in the order confirmation. Wintag reserves the right to make technical changes to the products that it deems appropriate without obligation to give prior notice to the Customer. Any characteristics and data resulting from catalogues and any documentation concerning the products are to be intended as indicative and not binding for Wintag.

## 5. PRICES AND PAYMENTS

The prices valid are those expressed in the offers and in force at the time of order confirmation by Wintag. Prices are ex works of the seller. These prices do not include other charges such as: I.V.A., taxes, duties, stamps, or of any nature that will always be charged to the Customer. Prices, unless otherwise stated in the offer, are in Euros. The amount of each invoice must be paid in the manner and within the agreed terms indicated therein. The place of payment remains fixed at the headquarters of Wintag / Astraplast S.r.l. Payments made to Wintag agents will not be free for the Client until after prior specific written authorization from Wintag. Failure to comply with the payment deadline entitles Wintag:

- a) To terminate all current contracts pursuant to Art. 1456 of the Civil Code.
- b) To suspend any processing of orders or residual orders in progress.
- c) To demand the default interest payable in the event of late payment in commercial transactions, plus expenses

## 6. DELIVERY TERMS

Delivery terms are considered essential: however, Wintag is granted a tolerance threshold of 90 days from the delivery deadline indicated on the order confirmation. However, Wintag will not be liable if the non-compliance with the aforementioned terms and those of tolerance will be consequent to strikes, unavailability of raw materials, omissions by the customer in the transfer of technical specifications and / or drawings and / or information necessary for compliance order, natural disasters, fires, or other events not attributable to you. Every single delivery is to be considered completed in relation to what is established in the order confirmation when the delivered quantity of each single delivery code is equal to the quantity established by contract with a tolerance (in the quantity of pieces delivered) of:  $\pm 10\%$  for deliveries less than 10,000 pcs  $\pm 7\%$  for deliveries greater than or equal to 50,000 pcs  $\pm 5\%$  for deliveries greater than or equal to 100,000 pcs. The Customer will pay the amount actually delivered if it falls within the tolerance limits. Wintag is in no case responsible for the validation of the conformity of the product in relation to the use made by the Customer. Unless otherwise stated in the order confirmation, the goods will always be sold ex works of Wintag, Via Milazzo 4 Fagnano Olona (VA) Italy. The possible interest of Wintag in the search of the means of transport and / or in the approaching the delivery to the Customer, must be intended as done on behalf and in the interest of the Customer, without any responsibility for Wintag. Therefore, the Customer is responsible for losses, damage, alteration of the goods and packaging or any reason or fact attributable to transport, even if, at the request of the Carrier, Wintag has had to issue warranty declarations. The goods travel at the risk and peril of the Buyer: no responsibility regarding the transport can be attributed to Wintag, which, if it does not receive precise instructions about the

transporter to be entrusted by the Customer, reserves the right to entrust the same to a Carrier of your choice at the time of availability of the material. All Wintag products are supplied in standard packaging. Extra-standard packaging, not expressly indicated in the order confirmation or in the offer, is charged to the customer. Wintag can refuse to decide at any time goods / services to the Customer if there were payments due in suspended or reasonable doubts about the customer's solvency.

## 7. PRODUCT CHARACTERISTICS

The Customer acknowledges that there may be variations in the size, performance, or other physical / electrical characteristics of the goods and that an absolute uniformity of these characteristics is not guaranteed by Wintag. The Customer further acknowledges that the products purchased on sample can vary in their visual characteristics from the samples themselves in the same manner and gradation in which the entire production of Wintag can vary. 8. ELIMINATED ITEMS Items not listed in the catalogue are deleted. WINTAG reserves the right, at its own discretion, at any time, without notice, to remove items in the catalogue from production. In any case, availability is not guaranteed for each item. 9. RETENTION OF TITLE The products sold on the basis of this agreement remain the property of WINTAG until the sale price agreed for them is paid in full, the Customer bearing all the risks from the time of the delivery of the products the supply refers to. In case of failed payment, notwithstanding any claim for compensation for damages or other faults by WINTAG, the latter shall have the right to request the immediate transfer of the products, with the costs and charges being borne by the buyer.

## 10. NON-PAYMENT

Any non-payment by the customer authorizes Wintag to appoint a lawyer to proceed with the collection. The customer will have to pay Wintag, in addition to the amount due to cover the missed payment, a further sum, as a penalty, equal to 30% of the entire charge, with a minimum of € 160.00 as a lump sum refund of legal costs with renouncement of accounts, without prejudice to compensation for further damages.

## 11. RIGHT OF WITHDRAWAL

Wintag reserves the right to withdraw from the contract in the event that, after confirmation of the order, the Customer's economic or financial conditions, at the discretion of WINTAG, do not allow the execution or continuation of the contract. The exercise of this right does not give the customer any right to compensation for damages or otherwise.

## 12. WARRANTY

Wintag guarantees the products for a period of twelve (12) months starting from the delivery date (unless otherwise specified in the contract). The warranty includes, during the validity period, repairs and / or replacement to be performed exclusively at the Wintag headquarters. The products eventually replaced are the property of Wintag. Transport costs are in any case borne by the Customer. The warranty does not cover material that has not been correctly transported, stored or subjected to alterations of any kind, not expressly indicated in the product data sheets. The warranty does not cover defects and / or damage caused during transport or by the Customer due to negligent use or tampering with the product, directly or indirectly, or caused by repairs, replacement of individual components, maintenance performed by persons not authorized by WINTAG, negligence technical or any circumstances independent of the actions and facts of WINTAG. Claims relating to partial deliveries do not authorize the Buyer to refuse the obligations under the contract. The warranty also excludes batteries and parts normally subject to wear and / or in any case

easily deteriorated as a result of their use (purely by way of example, keyboards, containers, cables, connectors ...). In no event will Wintag guarantee that the products supplied are suitable for the specific needs of the client's business. The customer always has the obligation to verify the suitability of Wintag products through the available Wintag technical documents and through tests performed on the samples initially provided. This warranty definitively regulates the legal relationship between the buyer and WINTAG. Any other warranty right is excluded to the extent that no liability is legally defined.

## 13. DEVELOPMENT COMMISSION

In case of orders that require special development work for their execution, the Buyer will not acquire the inventor rights referred to the development elements and/or the equipment or machinery used for the production of these elements, also in the case of the Buyer contributing to the development and/or production costs

## 14. COMPLAINTS

Complaints about possible shortages or breakages of the goods and / or products must be made exclusively to the Carrier (at the time of unloading of the material with annotation on the transport document), giving immediate notice by registered letter or certified e-mail to Wintag. Any other claim regarding the nature and / or characteristics of the goods and / or products must be promptly forwarded to Wintag by registered letter or certified e-mail to Wintag and in any case within 5 days of receipt of the goods. Wintag/Astraplast srl via Milazzo 4 -21054 Fagnano Olona (VA) Italy P.IVA IT 01832550121 5 Beyond this term, the Buyer accepts the goods and / or products in the state in which they were delivered Any hidden defects of the goods must be reported, in the same manner as described above, within 5 days of discovery and in any case within 1 year from the delivery, under penalty of voiding the warranty. The Buyer will also forfeit the guarantee if, after the immediate denunciation, it will not keep the goods available to Wintag for at least thirty days or if the goods have already been used. Claims relating to material already installed are not accepted. Claims relating to partial deliveries do not authorize the Buyer to refuse the obligations under the contract No claim, in any case, can justify delay or non-payment of the goods and / or products

## 15. COMPENSATION FOR DAMAGES

Any compensation is subject to the following conditions:

- a) Compensation is exclusively for direct damage that, on the date of the contract, could reasonably have been foreseen.
- b) In any case, the compensation cannot exceed 40% of the selling price of the products that caused the damage.
- c) Under no circumstances will Wintag be held responsible for damages, incidental or indirect, incurred by the customer, such as, for example but not limited to, lost profits, loss of production or loss of contracts.
- d) The disputed products must be intact, unmodified and must not have been subjected to any undeclared mechanical and / or electrical and / or chemical stress during the offer phase that could even partially compromise their initial condition.

## 16. LIMITATION OF LIABILITY

The liability of Wintag for defects in the goods sold, if promptly denounced and verified in adversarial terms, is limited exclusively to the free replacement of the defective material. WINTAG is not liable towards

the Buyer in any circumstance or with reference to any contract between the parties for any loss of profit, actual or expected profits, expected savings, business volume, contracts, reputation, use, damage or damaged data, loss or indirect or emerging damage.

### 17. TECHNICAL DATA AND CONFIDENTIALITY

All technical and commercial information disclosed by WINTAG to the customer must be considered confidential; therefore, all documentation containing such information shall be preserved carefully by the customer and shall not be copied, transmitted to third parties or used directly or indirectly by the customer for the execution of personal works or supplies to third parties.

### 19. COMPETENT FORUM

Whatever the client's nationality and residence, these conditions and any other contract stipulated with the buyer are governed by Italian law. Any dispute arising between the parties will be exclusively transferred to the Court of Busto Arsizio (VA) as the only competent court.