

GENERAL TERMS OF SALE_Rev01 10/07/2024

1. **INFORMATION ON THE TERMS OF SALE:** These general terms of sale establish the terms of sale between Brixia Plast S.r.l. and its customers. These terms of sale are available on our website at www.brixiaplast.com. Each quote and order confirmation form includes instructions for downloading them, so all buyers are considered informed of and accept these terms. For this reason, the customer is required to review these terms carefully upon receiving our quotation, printing, reading, and storing them before accepting the quotation, which implies awareness and acceptance of these terms of sale. Brixia Plast S.r.l. reserves the right to modify these terms of sale at any time without retroactive effect.
2. **VALIDITY OF QUOTATIONS:** Quotations issued by Brixia Plast S.r.l., based on the market prices of raw materials used, are subject to change and are valid for 15 days unless otherwise indicated at the time of the offer.
3. **PRODUCT CONFORMITY:** All products are inspected and tested before shipment or delivery by Brixia Plast S.r.l.; any off-site testing must be explicitly requested by the client at the time of order. All related expenses are borne by the client.
4. **FEATURES AND TECHNICAL DATA:** The illustrations and data in the general product documentation and price lists, whether electronic or otherwise, are for reference only and non-binding, as the product may be modified without notice, unless otherwise specifically agreed in writing by Brixia Plast S.r.l. Technical data sheets for materials and equipment are available upon request from the customer.
5. **DELIVERY TERMS:** Delivery terms are indicative and not essential. These terms are automatically extended in cases of:
 - Modifications to the supply requested by the customer after order confirmation;
 - Non-payment or delayed payment by the customer according to the agreed payment terms.
6. **SHIPPING TERMS:** Unless otherwise agreed, product delivery is Ex Works Brixia Plast S.r.l. - Cazzago San Martino (BS), according to Incoterms 2020. Shipping is at the customer's expense and risk. The seller assumes no liability for delays or damages that may occur during transportation, including partial or total loss of shipped goods. The customer is always obligated to accept the products on the agreed date. If the customer does not collect or accept the products within 15 calendar days of the "ready for shipment" notice, they will be responsible for any resulting storage costs.
7. **WARRANTY AND CLAIMS:** The seller guarantees the absence of defects in materials and in general in its products for 12 (twelve) months from the invoice date for new products and 6 (six) months from the invoice date for repairs, unless otherwise specified at the time of the offer. The complete warranty terms are detailed in the attached "Warranty Terms," which are an integral part of these general terms of sale.



BRIXIA PLAST S.R.L.

soggetta ad attività di direzione e coordinamento da parte di Sintesi 421

Via Bonfadina, 35 - 25046 Cazzago San Martino (BS)

Tel. +39 030 6854456 - Fax +39 030 653660

Cod. Fisc. & P.Iva 04350050987 - info@brixiaplast.com - www.brixiaplast.it

Codice univoco SDI: 5RUO82D (leggi 5RU "lettera O"82D)

8. **ORDER MODIFICATIONS AND CANCELLATIONS:** For requests to modify a confirmed and accepted order, the parties may enter a separate agreement; any cancellation by the customer of a confirmed order must be made in writing and will result in payment of the following sums, without prejudice to the seller's right to claim greater damages:
- 30% of the total sales price if cancellation is received by the seller within 5 (five) business days from order confirmation;
 - 60% if cancellation is received by the seller more than 5 (five) business days from order confirmation. Order cancellation due to delivery delays is categorically excluded.
9. **SELLER'S LIABILITY:** The seller is exempt from liability if delays or non-performance are due to a force majeure event, defined as any circumstance beyond the seller's control. The seller is not liable for direct or indirect damages, foreseeable or otherwise (e.g., production loss, profit loss, loss of contracts), resulting from breach of contract or any other conduct (including negligence). The customer indemnifies the seller from any claims, including for damages, made by third parties due to rights infringements attributable, even partially, to the customer.
10. **OWNERSHIP OF GOODS:** Brixia Plast S.r.l. retains exclusive ownership of the goods delivered until payment of 100% of the invoice. In the event of non-payment, the return of goods does not release the customer from bearing the proportional cost of items based on:
- The time the goods have been used and their degree of wear;
 - The ease with which the goods can be resold by Brixia Plast S.r.l.
11. **SPECIAL PROJECTS:** Brixia Plast S.r.l. may collaborate on projects to improve the customer's process (e.g., new material plasticization, production increases, or energy savings) upon mutual agreement with the customer, without guaranteeing the project's exact result unless explicitly stated in the order as a "sine qua non" clause, signed and stamped by Brixia Plast S.r.l. Only written documents will be accepted as documentation for the studies. Likewise, any commitments by Brixia Plast S.r.l. must be in writing; no other means will be valid. Brixia Plast S.r.l. will not be liable for unmet project results when due to machine defects, power shortages, inability to increase screw speed, customer process knowledge gaps, material changes, loads, formulations, etc. All designs and drawings developed are the exclusive property of Brixia Plast S.r.l. and will not be delivered to the customer unless expressly agreed in the order.
12. **COMMUNICATION BETWEEN PARTIES:** All communications between the parties concerning these terms and any aspect of related relationships will be considered valid if received by the recipient in writing and/or delivered by hand.
13. **JURISDICTION:** For any dispute arising from these general terms of sale, the exclusive jurisdiction will be the Court of Brescia, with no alternative jurisdiction and excluding any other.
14. **CONSENT TO PERSONAL DATA PROCESSING:** The seller and customer, as data controllers, inform each other that their personal data will be collected and processed on paper or electronically, in



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compliance with European Regulation No. 2016/679 and national law (Legislative Decree 196/2003 as amended) to ensure security and confidentiality, for the purpose of:

- Complying with accounting and tax legal obligations;
- Fulfilling the obligations and exercising rights under the contract.

Data will be processed for the entire contract duration and subsequently for the above purposes.

ATTACHMENT: WARRANTY TERMS:

1. **REPORTING DEFECTS:** The buyer must notify the seller in writing of any defects within 20 (twenty) days from product delivery. After this period of 20 days, the delivered material will be considered compliant with the order and in good condition.
2. **RETURN OF WARRANTY REPLACEMENTS:** Defective parts or components must be returned to the seller within 30 days of receiving the replacement, accompanied by a written note describing the item and defect. The buyer bears transportation costs for returning the defective part or component. Failure to return the defective part will result in the replacement being invoiced to the buyer, along with shipping costs. The seller reserves the right to perform a technical analysis of the returned defective part to determine the cause of the defect and take necessary corrective actions. If the part or component is found not to be defective, the replacement will be invoiced to the buyer, along with shipping costs and the cost of technical analysis.
3. **WARRANTY EXCLUSIONS:** The warranty is void if defects result from:
 - Improper use of the parts or tampering with them;
 - Uses different from those agreed at the order stage;
 - Manipulations or repairs carried out without Brixia Plast's express written consent;
 - Incorrect technical specifications provided by the buyer to the seller for product supply;
 - Product or component defects unrelated to the seller's responsibility or any other cause not attributable to seller negligence.

In the case of screw and cylinder repairs, liability for breakage is excluded as Brixia Plast cannot be aware of hidden defects or their history.

4. **LIMITATION OF LIABILITY:** The buyer has no right to contract termination in case of complaints or disputes, excluding the seller's liability for damages or losses, direct or indirect, suffered by the buyer or third parties, such as processing costs, production losses, lost profits, contract losses, unfulfilled orders, etc. The buyer may not suspend or delay payments or offset payments due with alleged damages or losses in case of warranty disputes. In case of suspension or non-payment by the buyer, the seller is entitled to withhold warranty services for as long as the default persists.

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