



ALFA PLASTIC S.A.S.

General Terms and Conditions of Sales

1. General

- 1.1 The act of placing an order or signing a contract implies that the client has made himself aware of our sales conditions and accepts them.
- 1.2 Purchasing or obtaining ALFA PLASTIC S.A.S. di Fioratti Paolo & C. products by whatever, means implies that the purchaser accepts these conditions in full (hereby referenced as ALFA PLASTIC)
- 1.3 The general conditions of purchase of the purchaser, when contrary to the general conditions of sale of ALFA PLASTIC, are not accepted, unless prior written approval has been given by ALFA PLASTIC.

2. Product specifications and customer information obligation

- 2.1 The technical specifications of the products sold by ALFA PLASTIC can be found in its digital and print catalogues.
- 2.2 The customer is still required to inform himself about the technical characteristics of the products and assumes the risk of their possible inadequacy to their needs / needs. For this purpose, ALFA PLASTIC does not exempt itself from providing the customer with further information on its products and / or providing samples upon the request of the customer so that he can test them in its final use.
- 2.3 ALFA PLASTIC reserves the right to change the specifications of its products / services at any time without consulting the client.

3. Reservation of title

- 3.1 Each order becomes final only after the buyer has sent the formal and written order and ALFA PLASTIC has confirmed the order by sending the appropriate order confirmation by e-mail. If the order confirmation of ALFA PLASTIC contains changes to the customer's order, it is valid as a new proposal. In this case the contract is concluded as well as in the case of expressing acceptance of the new proposal by the customer, even if the customer does not communicate to ALFA PLASTIC his desire not to accept this new proposal within 3 working days from receipt of the new proposal (silent consent).

4. Prices and payments

- 4.1 The prices indicated on our quotes are net of any charge and tax for the quantities declared and are subject to change if the quantities ordered do not correspond to those of the estimate.
- 4.2 Unless otherwise indicated, our price quotations are valid for a maximum of one month. They are binding to us only to the extent that the economic and fiscal conditions remain unchanged, with the exception offers made on a fixed price basis.
- 4.3 Our prices are not intended as a commitment to the future with respect to any other order and we reserve the right to change them without notice
- 4.4 Unless otherwise stated in writing, our products are always sold ex-works.
- 4.5 Unless previously agreed, our prices are net, payable in advance before shipment
When a deferred payment term is agreed, any late payment interest will be applied to any payment subsequent to the due date, in line with the current regulations, plus bank charges.
- 4.6 If the delivery or shipment is delayed by the buyer, the payment term starts from the day the goods are ready in our factory
- 4.7 For any deferred payment, bank and commercial references are required

5. Reserve of ownership

- 5.1 If the goods are sold with a deferred payment, the transfer of ownership takes place only after full payment of the aforementioned goods.

6. Transportation and deliveries

- 6.1 Wherever the destination and whatever the conditions of sale are, all deliveries are intended to be carried out from our factory. Except in the case of shipping costs charged to ALFA PLASTIC, our goods travel at the risk and responsibility of the recipients.
In case of delay or damage, the customer must file a claim against the courier.

6.2 Upon receipt of the goods the buyer must check the correspondence of the quality and quantity of the goods against the transport document and / or invoice. In case of discrepancy, the purchaser must write the word "reserve" on the courier's delivery document, informing ALFA PLASTIC of this, sending it immediately a copy of the document and in any case within 48 hours of delivery.

6.3 The delivery dates are indicative only and are not binding. The delivery dates are "ex works factory", that is, products ready to be picked up from our warehouse.

In case of delay, we are not responsible for penalties or cancellation of orders.

6.4 Furthermore, by right, we do not assume any responsibility for deliveries :

1) for cases of force majeure or events such as strikes, epidemics, wars, requisitions, fires, delays in our purchases for reasons beyond our control. In special cases we will inform our customers and set new delivery terms

2) for cases in which the customer has not respected the payment terms

7. Warranty

7.1 Our warranty period is 12 months from the date of shipment ex works (to this end the date shown on the delivery note or on the accompanying invoice). The warranty is strictly limited to the reimbursement or replacement, as we deem appropriate, of the parts recognized by our services as faulty after the products are returned to our factory at the expense of the purchaser. We cannot accept repairs of products elsewhere than in our factory

7.2 The warranty covers only the non-perishable parts of our machines. Components such as filters, mechanical pump seals, fuses and other consumable parts and the associated transport costs are not included. Ordinary gas refills are not covered by the guarantee.

7.3 No further reimbursement of any kind will be due to the purchaser for direct / indirect damages incurred by the purchaser due to product defects

7.4 The costs of dismantling and reassembling the products, necessary to eliminate defects, will be chargeable to the buyers.

7.5 The warranty is valid only if the products are used in a suitable environment and in an application that has been planned and included in the product design. Any improper use of the products is forbidden and will void the warranty .

7.6 Any variation of the terms mentioned above shall be agreed in writing.

8. Territorial limitations of the guarantee

8.1 The warranty is specifically excluded for supplies in the USA/CANADA or countries subject to the same legislation, unless it has been requested and granted in writing by ALFA PLASTIC.

9. Returns

9.1 The buyer must request Return Material Authorization (RMA) to the ALFA PLASTIC. Only after the confirmation of the RMA the buyer will send the defective products at his own expenses to ALFA PLASTIC .

9.2 When ALFA PLASTIC accepts returned goods, credit cannot be given unless they have been returned in good condition, without having been used, and after verification and acceptance in our stores.

10. Extra Services

10.1 All extra services: special packaging, documents in foreign languages, batches of spare parts, in-factory acceptance, maintenance, commissioning, training, and other services will be invoiced as an extra, as per our commercial offers.

11. Packaging

11.1 Unless otherwise stipulated, packaging billed as an extra can never be returned.

12. Complaints

12.1 Complaints of any kind may be made only within 48 hours of receipt of goods.

13. Acknowledgement of receipt

13.1 No acknowledgement will be made for orders of less than € 1,000. If the order is for an amount of less than € 1,000 (exclusive of tax) , a lump sum of €. 150 (exclusive of tax) will be invoiced over and above the cost of the material.

13.2 Other special conditions may be negotiated and set up for specially identified supplies or contracts.

14. Product Modification

14.1 ALFA PLASTIC applies a continuous improvement policy on the products. As a consequence, ALFA PLASTIC may change product specifications, not affecting performance factors without notice.

15. Applicable Law

15.1 The law of Italy will apply

16. Jurisdiction

16.1 Any dispute arising between the parties in connection with the interpretation, validity or performance of the present General Terms and Conditions of Sale of all the relevant agreements, shall be the exclusive competence of the Court of Monza- Italy.

Upon receiving anything in writing within 3 days of receipt of this letter, our confirmation is deemed to be accepted in all its parts.

Customer signature

Date
