

GENERAL SALE CONDITIONS

1. SIGNATURE OF THE AGREEMENT.

This order confirmation replaces any possible previous agreement existed between the two parts, and it will be considered completely accepted if countersigned by the Customer, or, if he accept the goods.

The agents or business procurers of Gamma Pack are devoid of representation; consequently, except different written agreement, they cannot strike a bargain, cash a credit or grant discounts.

2. PRICES. PAYMENTS. OWNERSHIP RESERVATION. PRINT CLICHÉ.

The prices do not include VAT and transport and are to be understood ex works Gamma Pack.

The non-payment, or the partial or inaccurate payment of the price, even if it makes reference to a single invoice, represents a serious breach *ex art.1455 c.c.*, and it involves the lapse of the Customer from the benefit of the possible negotiated terms on his behalf according to the effectual *art. 1186 and 1461 c.c.*. The Customer cannot in any case suspend the payments for objections about the supply, being this clause effectual as agreement *solve et repete*.

GAMMA PACK keeps the ownership of the supply until the complete settlement of all its credits with the Customer, and it keeps the ownership of the print clichés even in case of share in the costs of realization paid by the Customer. The possible modifications which have to be brought to existent clichés, have to be communicated within 5 working days from the receipt of this order confirmation.

3. TOLERANCES. TERMS.

GAMMA PACK, for productive exigencies, reserves the possibility to produce the 10% more or less than the ordered quantity, and the Customer pledges himself to accept the supply within this tolerance.

The date of the preparation of the goods indicated on the order confirmation is not essential for the Customer, nor binding on GAMMA PACK.

4. DELIVERY.

The deliver of the goods is always agreed in GAMMA PACK plant, even in case of shipment by means courier. The Customer cannot refuse partial deliveries of the goods.

The passage of the risk in charge of the Customer happens with the delivery of the goods to the carrier or with the direct withdrawal by the Customer at GAMMA PACK plant. In case of delay in the withdrawal or in the delivery, attributable to the Customer, the risk remains in charge of him starting from the first day of delay.

The pallets have to be returned intact at the delivery; in fault, the Customer will have to pay to GAMMA PACK the sum of € 10,00 (ten) in compensation for each pallet not returned.

5. CUSTODY.

In case of non-withdrawal of the goods, GAMMA PACK will debit the expenses of custody in the order of the 0,5% of the price of the goods, for each day of custody, in addition to every possible needed expense, and always reserved the right of GAMMA PACK to act for the cancellation of the contract and/or the compensation of all the damage, with the exception of none of them.

The Customer, moreover, authorize GAMMA PACK to the distribution of the not withdrawn goods and/or of the purchased material not yet processed, passed 1 (one) year from the date of the signing of the sale confirmation concerning their purchase.

6. CLAIMS. GUARANTEE.

Possible claims referring to the quality or to the products characteristics will be accepted only at the delivery or withdrawal. Possible imperfections not recognizable through a careful control at the delivery, have to be reported to GAMMA PACK in writing, as penalty the lapse , within 8 days from the discovery, and in any case no later than 6 months from the delivery or the withdrawal.

The disputed products will have to be immediately made available for experts checks for the time of 15 working days.

The products are guaranteed for six months from the date of the document of delivery if kept indoors and in their packing at a temperature between +5 and 30° Cand relative humidity between 40 and 65%.

7. INTELLECTUAL PROPERTY.

The Customer pledges himself to keep uninjured GAMMA PACK from possible claims and/or pretensions laid by a third owner of rights for patents, brands, sketches, models which are declared violated in the required supply.

The Customer gives expressly recognition to GAMMA PACK the exclusive right to claim patents/registration in relation to industrial inventions, utility models, ornamental designs and/or models, rising from realized solutions or even only from suggested ones. GAMMA PACK has the right to affix its brand on the produced items.

8. LIMITATION OF LIABILITY.

The parties agree that in case of non-fulfilment by GAMMA PACK, judicially determined, and no attributable to criminal intent or severe fault, a no higher sum than the one indicated in the Contract, and always after-VAT, collaterals and expenses ("expectable damage" *ex art. 1225 c.c*) will be compensated to the Customer. However, the faculty of GAMMA PACK to replace the goods or to remove ascertained defects without refunding any compensation or indemnity sum to the Customer.

9. PLACE OF JURISDICTION AND ENFORCEABLE LAW.

For any controversy which should arise for the validity conclusion, interpretation or enforcement of this contract, the court of Parme will be the only competent place of jurisdiction. The enforceable law will be exclusively the Italian one.

_____, the _____ (stamp and signature)

According to the effectual art. 1341 and ss. Cod. Civ., the Customer declares to approve specifically the clauses 2) Price. Payments. Ownership reservation. Print clichés; 3) Tolerances. Terms; 4) Delivery; 5) Custody; 6) Claims. Guarantee; 8) Limitation of liability; 9) place of jurisdiction and enforceable law.

_____, the _____ (stamp and signature)

Informative *ex art. 13 Dlgs 196/2003*, Unique book of the Privacy (T.U.P.).

The handling (art. 4, c. 1, let. A., T.U.P) of common particulars is necessary for the right and complete execution of the stipulated contract.

GAMMA PACK S.p.A., as Holder of the handling, will use the particulars for the aforesaid aims, without spread them to a third party.

The involved person has the right to access to the particulars, and to oppose to their handling in accordance with art. 7 T.U.P..