

General Sales Terms

1. CONTRACTUAL PROVISIONS

Except where a different written agreement exists, Product Supply shall be governed by the following General Conditions of Sale and by any specific conditions explicitly stated in the Order Confirmation. In these General Conditions of Sale, the following terms (written with initial capital letters) shall be defined as follows:

Products: All Cartiere del Garda (or Lecta Group) Products being supplied; Order

Confirmation: A written confirmation from Cartiere del Garda in response to a

customer's order; Seller: Cartiere del Garda; Customer: The individual or legal entity

ordering Products; Delivery: When Products are made available for pickup at the Cartiere del Garda plant.

2. ORDER CONFIRMATION – TOLERANCE – CHANGES

An Order Confirmation shall be the only document by which a Product supply contract is executed and the only means whereby the Seller is bound to supply the Customer with a Product. Except when otherwise reflected in the Order Confirmation, the tolerances with regard to Product weight and dimensions shall be those stipulated in the regulations and recommendations approved by the CEPI (Confederation of European Paper Industries). Any information or data about Product characteristics and/or technical specifications contained in leaflets, price lists, catalogs or similar documents shall only be binding if expressly stipulated in the Order Confirmation. The Seller reserves the right to make those modifications which may be necessary or suitable provided that the essential characteristics of the Products are not altered.

3. PACKAGING

The Seller shall package the Product in accordance with its conditions and regular practice. The Seller is responsible for the cost of such packaging. Customers who would like to request special types of packaging must do so in writing and will bear sole responsibility for the cost thereof.

4. DELIVERY AND TRANSFER OF RISK

Except where otherwise agreed upon in writing, Products shall be delivered as per the conditions stipulated in the Order Confirmation, which shall be construed in regard to the INCOTERMS in force upon the date at which the Product supply contract ends. The Product

Delivery terms indicated in the Order Confirmation are for indicative purposes only. In and of itself, failure to comply with such terms shall not constitute a breach of contract by the Seller.

The final Delivery terms must be explicitly established and agreed upon in the Order Confirmation. In any case, the Delivery terms shall be considered to have been fulfilled when the Seller sends the Customer a message to the effect that the Product is ready to be picked up at the Seller's plant. If for reasons not attributable to the Seller, the Customer or his/her designated carrier does not pick up the Products within seven (7) days after receiving the Seller's written message informing the Customer that the Products are ready to be picked up, the Seller may charge the Customer all relevant costs related to their storage. Unless otherwise stipulated in writing in the Order Confirmation, Delivery occurs when the Products are made available at the Seller's plant to the first carrier who loads them onto his/her own means of transportation. This is also the case even when it has been agreed upon that the Seller shall be responsible for transportation. In any case, regardless of the supply method which has been agreed upon, the transfer of risk occurs when Delivery to the first carrier occurs. The Customer is solely responsible for all risks related to transportation, and must notify the carrier and the Seller about any damages or detriment deriving from transportation.

5. PAYMENT TERMS AND CONDITIONS

The price of Products is indicated in the Order Confirmation and is understood as being net of taxes, levies and/or bank fees. Unless otherwise agreed upon, the price of Products must reflect transportation costs. The Order Confirmation and invoice contain the Product payment terms and conditions. If the parties have not stipulated specific payment terms and conditions, payment must be made within 60 days from the end of the month of invoice date by means of a bank transfer. Complying with the payment terms and conditions is essential. If these terms and conditions are not complied with, interest on arrears shall be applied pursuant to Italian Legal Decree no. 231/2002 and subsequent amendments, starting when the Customer receives notification, via registered mail, that s/he is in declared to be in default.

6. FORCE MAJEURE

The Seller shall be responsible for supplying the products stipulated in this contract except in cases of force majeure or other circumstances beyond its control which delay or prevent Product Delivery, including but not limited to: strikes, riots, unrest, wars, natural disasters, lack or scarcity of raw materials, electricity, low or high water levels in water courses, etc. In case of Delivery delays of over twenty (20) days beyond the agreed upon Delivery date due to forces outside the Seller's control, the Customer shall have the right to terminate the contract for the Product whose Delivery has been delayed, providing at least ten (10) days notice in writing or, if s/he wishes, to request that the Delivery still be enforced. In any case, the Customer shall be denied the right to compensation or reimbursements of any sort.

7. DISCLAIMER

Except when expressly and explicitly stipulated in the Order Confirmation, the Seller shall not assume responsibility of any type with regard to the suitability of the Products themselves for the uses, applications, transformations, or any other uses to which the Customer or any other acting on his/her behalf shall put them. Furthermore, the Seller does not provide any guarantee whatsoever with regard to the interchangeability or appropriateness of the Product for specific purposes.

8. COMPLAINTS AND WARRANTIES

Any complaints regarding merchandise flaws or defects must be communicated by the Customer, under penalty of expiration, via registered mail, in compliance with the stipulations detailed in Art. 1495 of the Italian Civil Code. It is understood that any complaints shall not give the Customer the right to freeze or delay payments for the Products for which a complaint has been filed or for any other Products whatsoever. The Customer forfeits any and all rights to compensation if production entailing Products for which a complaint has been filed is not immediately suspended. The Seller undertakes to remedy any Product flaw or defect for which s/he is responsible presuming it is promptly communicated to him/her and confirmed within twelve months of Delivery of the Product for which a complaint has been filed. The Seller may choose to substitute the Products which are deemed not to be in compliance or to return the sum of money which has already been received, to the exclusion of the right to any further compensation.

9. USES

For any and all matters not expressly provided for herein, the regulations and customary commercial practices for paper and cardboard approved by Assocarta and the C.E.P.I. (Confederation of European Paper Industries) shall apply.

10. COMPLIANCE WITH LEGISLATIVE DECREE 231/01

In accordance with the terms in Legislative Decree no. 231/01, the Customer acknowledges that it is aware of the regulations currently in force with regard to administrative responsibilities of legal persons for unlawful acts committed by directors, employees and/or collaborators, and in particular the provisions in Legislative Decree no. 231/01 and subsequent amendments (hereinafter referred to as the "Decree"). Furthermore, the Customer states that it has been informed on the Organization, Management and Control Model (hereinafter referred to as the "Model") and the Ethical Code (hereinafter referred to as the "Code") of the Seller and undertakes, even on behalf of its employees, to strictly comply with the regulations contained therein, accepting all of their terms and conditions. The Customer also undertakes to comply with the British Modern Slavery Act and any other applicable laws and regulations on slavery and people trafficking from time to time in force. Both the Model and the Code are made available to the Customer on the Seller's website, www.lecta.com. The Customer shall at all times be entitled to request the Seller a paper copy thereof. Non-compliance by the Customer with any of the provisions in the aforementioned Decree, Model, Code or any applicable law or regulations shall constitute a serious breach of the obligations referred to in this agreement, empowering the Seller to terminate such agreement with immediate effect in accordance with Article 1456 of the Civil Code, without prejudice to compensation for any damages caused to the Seller. Furthermore, the Purchaser undertakes to indemnify and hold the Seller harmless against any third-party actions or claims deriving or resulting from such non-compliance and to indemnify the Seller for any damages arising therefrom.

11. APPLICABLE LAW AND JURISDICTION

This contract is governed by Italian law. The Courts of Rovereto shall have exclusive jurisdiction with respect to any litigation deriving from or related to this contract or related to contracts of any type where these General Conditions of Sale apply.

12. DATA PROTECTION

Pursuant to the EU Regulation 2016/679 on Data Protection, we hereby inform you that:

- a) Your personal data shall be processed by CARTIERE DEL GARDA, S.p.A. with the relevant tax identification number 07378310010 and located in Viale Rovereto, 15 38066 Riva del Garda (Trento), in order to satisfactorily perform any order (in all its terms) that you may place with us.
- b) The legal grounds for the processing of your data is the correct execution and development of the contractual relationship between CARTIERE DEL GARDA, S.p.A. and you.
- c) Your personal data shall be processed, duly protected with the appropriate safeguards while our contractual relationship may be in force.
- d) It is hereby expressly mentioned that CARTIERE DEL GARDA, S.p.A. is the recipient of such data and you may exercise the rights of access, rectification, erasure, limitation of processing, opposition and portability in the legal terms provided for in the Data Protection regulations, before the controller by sending an email to the following address: privacy@lecta.com or a letter to the address set forth in section a) above.
- e) You may exercise the right to file a claim regarding the processing of your data before the relevant supervisory authority.