

General sales conditions



1. Scope

The following general sales conditions ("General Conditions") apply to all sales of products ("Products") by Ciotola s.r.l. ("Ciotola") to any buyer ("Buyer"). These General Conditions shall prevail on Buyer's general conditions of purchase, if any, as well as on the provisions of any quotation, purchase order and order confirmation, if conflicting. Any amendment to them shall be valid and effective only if agreed in writing and signed by duly authorized representative of Ciotola. In case of any discrepancies between the Italian and the English version of this General Conditions, the English version will prevail.

2. Quotations

At Buyer's request, Ciotola shall transmit to the Buyer a quotation for the sale of Products ("Quotation") containing prices and technical specifications of Products, terms and conditions of payment, terms and conditions of delivery in accordance with Incoterms® 2020 and any other element necessary for the Buyer to issue a purchase order. The Quotation shall be in force for 30 (thirty) days from its issuance, unless such duration is extended in writing by Ciotola. Any Quotation shall be deemed irrevocable only if Ciotola qualifies it as such and specifies the duration of such irrevocability. Prices shall be expressed in Euro.

3. Purchase orders

On the basis of the Quotation, the Buyer shall submit to Ciotola the purchase order for the Products ("Order"), which shall be deemed valid only if in writing and fully compliant with the Quotation. In any case the Buyer shall enclose to the Order these General Conditions duly signed by the Buyer.

4. Sale contracts

The sale and purchase agreement of Products between the Buyer and Ciotola ("Contract") shall be executed, and therefore Ciotola shall be obligated to perform the Order, only when the Buyer receives a written order confirmation by Ciotola and provided that such order confirmation is fully compliant with the Order.

5. Transport

In case of terms of delivery belonging to group C or to group D of Incoterms® 2020, and in absence of specific Buyer's written instructions in the Order, shipment shall be performed by the means of transport deemed most appropriate at Ciotola's reasonable choice and at Buyer's expenses, without this entitling the Buyer to any complaints. Ciotola shall not be obligated to comply with any Buyer's specific security policies for transport, unless expressly agreed upon in writing.

6. Delivery terms

Delivery terms agreed upon by the parties shall be not of essence but only approximate. Therefore Ciotola is entitled to reasonably anticipate or postpone the delivery of all or part of the Products, without this constituting ground for the Buyer (i) to cancel the Contract, (ii) to terminate in full or in part the Contract and/or any other contract existing between the parties, (iii) to claim towards Ciotola the compensation for damages or indemnities, nor (iv) to claim liability of Ciotola for direct or indirect damages originated by delays in deliveries or for any other reason, except for Ciotola's gross negligence or willful misconduct.

If the Buyer refuses to accept the delivery of all or part of the Products in the delivery place, as defined according to Incoterms® 2020, within the agreed terms, Ciotola shall be entitled to, at its sole undisputable choice, request the performance of the Contract or terminate, totally or partially, the Contract, save in any case Ciotola's right to compensation for suffered damages.

7. Late payments

Upon expiry of the agreed payment deadlines, Ciotola shall be entitled to: (i) charge default interests on the outstanding amounts adding to the statutory rate provided for by Italian law an additional rate of 8% (eight percent) per annum calculated on daily basis and for each day of delay until the date in which payment is received in full, without prejudice to the right to compensation for further damages; and (ii) to suspend or condition the fulfilment of any pending Contract, or to terminate the Contract, as set forth in article 10 below.

8. Warranty

Products shall be free from defects and comply with the technical specifications agreed in the relevant Contract. No further warranty and/or representation, expressed and/or implied, is provided by Ciotola in relation to the Products.

In case of non-conformity or defects of any Products, Buyer shall, under penalty of forfeiture, notify Ciotola in writing of such within 8 (eight) days from discovery of non-conformity or defects, and such notification shall be accompanied by a specific and complete report of the relevant non-conformity or defects. In such event, Buyer shall without delay (i) allow Ciotola to inspect, test and verify the Products in order to ascertain the existence or non-existence of the notified non-conformity or defects, and (ii) if Ciotola so requests, ship one or more samples of the suspected Products, at its own care and expense and duty paid, to the place that shall be indicated by Ciotola, in order to allow Ciotola to carry out such investigation.

If the result of this investigation reveals the existence of non-conformity or defects in the Products, Ciotola shall (i) replace these Products at its expense or, in case the quantities to be replaced do not reach the minimum production level, refund to Buyer the price paid for such Products, and (ii) reimburse Buyer for any cost for shipping samples to Ciotola pursuant to this Article 8. The foregoing remedies shall be the exclusive remedies available to Buyer for non-conformity or defects of the Products, and therefore Ciotola shall not be liable for any direct or indirect damages or loss of profits suffered by the Buyer as a result of the non-conformity or defects of the Products, except in case of Ciotola's gross negligence or willful misconduct.

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Notwithstanding any contrary provision in the applicable law, in any case warranty shall expire after 6 (six) months from delivery of Products to the Buyer. Warranty does not include any non-conformity or defects caused by (i) normal wear and tear, or (ii) misuse, modification, damage, storage in an unsuitable environment or improper maintenance of the Products by Buyer.

No warranty is given by Ciotola on the conformity of Products with law and regulations that may be in force in the country of the Buyer, when the Buyer seat is in a Country that does not belong to the EU.

9. Limitation of liability

Other than for direct damages caused by Ciotola's gross negligence or willful misconduct, in no event Ciotola shall be liable (i) for any loss or damages, including but not limited to partial or total business interruption, loss of profits, loss of contracts, customers, business opportunity or goodwill, loss of business reputation and losses suffered by third parties that lawfully request Buyer to be indemnified, and (ii) for any indirect or consequential damages whatsoever.

10. Right to suspend, condition or cancel the performance

Ciotola reserves the right to suspend the performance of the Contract, or to render the delivery of the Products subject to advance payment in full or in part of the price and of any other sum that may be due, or to presentation of adequate guarantees, should any of the following cases occur: (a) any failure or delay in compliance by the Buyer, either with regard to the Contract in question or to other Contracts; (b) a material change in the Buyer's person, corporate structure, business situation, financial or asset situation or commercial image; (c) protests, enforcement or precautionary proceedings against the Buyer; (d) suspension, difficulties or delays in fulfilling Buyer's obligations towards third parties; (e) being the Buyer in a state of insolvency or subject to composition procedures. All deliveries of Products suspended and/or conditioned under this article 10 shall be deferred until the first useful date for Ciotola subsequent to the cessation of the relevant situation. Should the above mentioned situation last for a more than 3 (three) months, Ciotola shall be entitled to terminate the Contract. Any delay by Ciotola in exercising its rights under this article 10 shall not be interpreted as a waiver of them in favour of the Buyer.

11. Force majeure

"**Force Majeure Event**" means any event due to extraordinary circumstances outside the control of the relevant party of the Contract, which may not be reasonably anticipated nor prevented, and may not be overcome by such party by using due diligence, including but not limited to pandemic, epidemic, embargoes, war, insurrections, riots, natural disasters or acts of God.

Neither party of the Contract shall be liable in respect of any failure or delay in performing or fulfilling the provisions of the Contract when such failure or delay is due to a Force Majeure Event.

Should a Force Majeure Event occur, the affected party shall (i) promptly notify the other party in writing of the occurrence, nature and expected duration of such Force Majeure Event, (ii) continue to keep the other party informed as to said Force Majeure Event, and (iii) take any reasonable steps to resume performance of the Contract as soon as possible.

In the event that such Force Majeure Event lasts for a period of more than 3 (three) months, each party shall have the right to terminate the Contract with immediate effect by written notice to the other party.

12. Applicable law

These General Conditions and each Contract shall be governed by and construed according to the laws of Italy. The application of United Nations Vienna Convention 1980 on the International Sale of Goods is hereby expressly excluded.

13. Exclusive jurisdiction

Ciotola and the Buyer shall use best efforts to solve amicably all disputes arising from or in connection with the execution, interpretation, validity, performance and termination of each Contract and/or these General Conditions. All disputes that cannot be settled amicably shall be submitted to the exclusive jurisdiction of the courts of Padova (Italy).

Buyer's stamp and signature

The conditions contained in the following paragraphs of the General Conditions (published on the web address <https://www.ciotolasrl.it/terms-and-conditions/>) are hereby expressly accepted, in accordance with the provisions of articles 1341 and 1342 of the Italian Civil Code: 5 (Transport), 6 (Delivery terms), 7 (Late payments), 8 (Warranty), 9 (Limitation of liability), 10 (Ciotola's right to suspend, condition or cancel the performance), 11 (Force majeure), 12 (Applicable law), 13 (Exclusive jurisdiction).



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