

1. Important Information

- 1.1 All deliveries of Akraplast Sistemi S.r.l. (hereinafter shortly referred to as "Akraplast") are subject to the following terms of delivery only. In as much as there are gaps in these terms of delivery, the provisions of law shall apply.
- 1.2 Akraplast shall only be bound to an offer through a written acceptance, which may take the form of an invoice accompanying the goods.
- 1.3 Unless otherwise previously agreed in writing, Akraplast will deliver products within the tolerances admissible under the relevant Italian or European technical standards. Changes which become necessary as a result of changes in the production or by virtue of the law shall be permissible.

2. Delivery – Time of Delivery

- 2.1 Unless otherwise agreed upon in writing, deliveries are effected "ex works" . Only the confirmed time of delivery by Akraplast is binding upon the parties.
- 2.2 In case Akraplast is unable to perform its delivery obligations due to belated self-supply or forces beyond its control (force majeure), such events will only result in a suspension of the contract until the removal of such impossibilities has made it possible to deliver. This applies also in the case Akraplast has been in default at the time these impossibilities arose. All claims for damages against Akraplast in connection with the aforesaid impossibilities are excluded.

3. Default

- 3.1 The customer's possible claims for delay or default of contract are excluded in cases the delay is attributable to slight negligence of Akraplast.

4. Passing of the Risk

- 4.1 If the product is to be shipped, the risk shall pass at that point of time at which Akraplast has delivered the product to the person in charge of shipping it. In case the delivery is delayed for reasons within the customer's responsibility, the risk shall pass to the customer upon receipt of the notification that the product is ready for shipment.

5. Inspection and Rejection of Goods

- 5.1 When the customer is a business enterprise, upon receipt, each shipment shall be inspected for defects, damages and completeness. All complaints shall be promptly reported to Akraplast in writing.
- 5.2 In case of damage to the goods while in transit, when the customer is a business enterprise, it must obtain a written damage report from the carrier, and, after immediate consultation with Akraplast, have an insurance adjuster issue a certificate of damage, if Akraplast requires it. In the event the client does not comply with such obligations it will lose any of its rights.

6. Claims for Defects

- 6.1 For defects in a product delivered Akraplast' obligation shall consist at Akraplast 's choice exclusively in remedying of the defect or delivery of a faultfree product. Akraplast may claim

return of the product complained of as defective. Sauf in the case of intent or gross negligence occur other remedies are excluded.

- 6.2. The customer's claims for defects against Akraplast become statute-barred after 1 year from the date of delivery of the product.

7. Compensatory damages

- 7.1. Compensation for direct or indirect damages is in any case excluded. Only in the event of intent or gross negligence Akraplast will be liable for the damages deriving from the defective goods; in such a case the compensation shall be limited to the value of the good.

8. Reservation of Title

- 8.1. Akraplast retains title to all products delivered until all previous and present contract obligations, negotiable instrument claims, as well as all past and present debts have been satisfied in full. The assignment of title to third parties and pledging of security interests or liens, in as much as Akraplast' rights are affected, are subject to Akraplast' prior written consent.

As long as the title to the property delivered has not passed from Akraplast any improvement of or additions to these products will be considered to be those of Akraplast, without, however, obligating it in any way or manner.

9. Setoff – Retention

- 9.1. The customer's right of setoff is limited to uncontested or non-appealable claims only. The client has is not entitled to retention.

10. Competent Courts

- 10.1. The Milan courts shall be the sole competent courts for all controversies that may arise between the parties. However, Akraplast shall be entitled to recourse against the customer in any court having jurisdiction as to the respective legal action under Italian law or the law of the country in which the customer has his registered place of business.

11. Miscellaneous

- 11.1. Place of performance for the payments to Akraplast shall be Akraplast's registered place of business.

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