



## General Terms and Conditions of Sale

rev 05\_2024

---

### 1. Object

1.1. Without prejudice to any provision to the contrary, even if contained in any general terms and conditions of the Purchaser, the following clauses and conditions ("General Terms and Conditions of Sale") govern all sales contracts, both in Italy and abroad for products manufactured and/or marketed ("the Product(s)") by Cartografica Galeotti S.p.A. – VAT number/tax code 00133330464, with registered office in Guamo (Lu) Via di Vorno 15/17 ("CG") to its customers ("the Customer"); all order confirmations and delivery by CG are governed by these Conditions, except as expressly provided for in the particular conditions of CG that will be communicated to the Customer at the appropriate time. In addition to the provisions of these Conditions and any special conditions of the GTC, in the relations between the GC and the Customer, any uses and customs of commerce in force with reference to the paper/paper converting industry sector may be used.

1.2. These General Terms and Conditions of Sale shall prevail over any prior agreements between GTC and the Customer in relation to the confirmed order. Conflicting or deviating clauses with these General Terms and Conditions of Sale shall not be effective unless and to the extent that CG has given their express written consent in each individual case.

1.3. The General Terms and Conditions of Sale are published on the [www.cartograficagaleotti.com](http://www.cartograficagaleotti.com) website and for this reason are considered known by the Customer.

### 2. Conclusion of the contract

2.1. The contract of sale ("Contract") is deemed to have been concluded and therefore CG's commitment to process the order becomes binding only after the transmission by the latter of a written confirmation of the order ("Order Confirmation"), or only after the issuance of the invoice by CG or the delivery of the goods, even partial, to the Customer, whichever is earlier.

2.2. It is understood that the sending of an order ("Order") in any form manifested to CG by the Customer, as well as the acceptance, even partial, of the goods shipped by CG or making a full or even partial advance payment on future deliveries, implies full adherence to these General Terms and Conditions of Sale by the Customer.

2.3 Any commercial offers made by CG and received by the Customer, in any form, shall be considered non-binding for CG and only constitute an invitation to the Customer to submit an Order. All the commercial offers made by CG are revocable and subject to change without notice until an agreement between the parties has been reached.

2.4. The Customers' orders are non-binding until CG has accepted them in accordance with Art. 2.1. CG may refuse an Order at any time without giving reasons and without any obligation to compensate the Customer.

2.5. The written order shall be binding solely on the terms of the order as negotiated. Any changes and additions require the express written confirmation of GTC. With the exception of our managing directors and specifically authorised employees, there are no other parties who may enter into agreements with the Customer in derogation of the General Terms and Conditions of Sale. Transmission by means of telecommunications, including but not limited to the use of fax or e-mail, satisfies the requirement of a written order as long as a signed copy of the respective communication is transmitted.

2.6. The Product Details contained in our brochures, price lists, catalogues and offers (including, but not limited to, weights, dimensions, tolerances and technical data) and the descriptions of the Products themselves

(including, but not limited to, drawings and images) are only approximately binding, unless by the express will of the parties precise technical characteristics are agreed upon for a specific use. What is represented in the artwork and offers does not represent a guarantee of quality, but only descriptions and characterizations of the products or services. Any models or samples shall also be considered as reference materials and are provided without assuming any obligation on the part of CG in relation to such models or samples and their quality and technical data are only approximately binding.

2.7. Any changes implemented due to changing regulatory requirements or representative of technical improvements in the industry are permitted to CG as long as they do not affect the use of the Products that has been agreed in the Contract.

### **3. Pricing, Payments, and Billing**

3.1. Unless otherwise agreed in writing, CG, for each order received, will apply the price lists in effect at the time of receipt of the Customer's proposal. CG will issue an invoice for each single delivery, or, at its discretion, group several orders of the same customer together in single invoice.

3.2. Unless otherwise agreed, our prices are calculated in EURO, without insurance, including normal packaging, except for the specific regulations for PALLETS provided for in art. 5 which, if requested by the Customer, will be charged separately. The costs of inspecting the Products upon delivery, agreed or prescribed by law, shall always be borne by the Customer. The price indicated in the Order Confirmation is net of all taxes and duties, which remain the responsibility of the Customer unless otherwise indicated. Such taxes and duties, according to the tax legislation in force at the time of the sale, will be invoiced to the Customer in the sales invoice.

3.3. CG is granted the right to modify the prices of its Products in the event of supervening circumstances that may significantly affect them, such as, but not limited to, a significant increase in the price of raw materials, labour costs, energy costs, overheads or in the event of significant changes in exchange rates, supply difficulties, delays in deliveries and other problems related to economic circumstances, which occur between the conclusion of the Contract and delivery, for which CG is not responsible as they were not foreseeable at the time of conclusion of the Contract. The prices of any Products not listed in the price list and/or of specific supplies will be determined from time to time by CG.

3.4. The payment of the amount indicated on the invoice must be made within 30 days from the date of the invoice or within the different term indicated on the invoice and provided for in the special conditions.

3.5. The Customer shall make the payments in such a way as to send the credit to the bank account indicated by GTC, without deducting discounts, set-offs or counterpart credits of any kind. In any case, it is understood that the payment takes place conventionally at the domicile of CG.

3.6. Failure to pay even one invoice on the due date will result in the immediate forfeiture of the benefit of any delay period granted to the Customer, making any CG credit immediately payable.

3.7. Failure to pay even a single invoice shall entitle CG to terminate any existing Contract with the Customer pursuant to Art. 1456 of the Italian Civil Code and to suspend the execution or delivery of any other supplies in progress, without prejudice in any case to full compensation for the damage resulting from the Customer's non-performance or delay. Any delays in the fulfilment of Orders or deliveries caused by previous suspensions of production due to non-payment by the Customer shall not constitute a breach of GTC.

3.8. In the event of late payments, CG shall have the right to charge interest on late payments at the rate of arrears provided for in Legislative Decree 231/2002 – or at a rate equal to the ECB base rate plus 8% and any subsequent amendments more favourable to GC – on an annual basis in addition to the penalties provided for by law and by the Contract and the costs incurred for the collection of overdue payments (including, but not limited to, without limitation, reasonable legal fees, expert fees, court fees, and other expenses incurred in legal proceedings). Any delay will result in the Customer's automatic formal notice.

3.9. CG has the right to assign its receivables from the Customer to third parties, by way of example but not limited to collection companies or credit or financial institutions or factoring companies, etc. Any conflicting clauses will not be valid.

3.10. Any complaint about the formal regularity of the invoice must be notified to GC within three (3) days of receipt of the invoice. In the event of non-receipt of the invoice, the Customer is obliged to request it immediately from CG and cannot use this as an excuse to suspend or delay payments at the agreed deadlines.

3.11. In the event of non-payment, incomplete or late payments of the price of the goods supplied with respect to the agreed terms, CG may in any case withhold any advance or partial payments paid by the Customer as a penalty.

### **3.2. Termination of GTC – Customer's solvency**

3.2.1. CG may terminate the contract at any time, or revoke any more favourable payment terms granted, in the event of changes in the Customer's solvency and/or liquidity conditions or delays in payments, without prejudice to CG's right to compensation for any damages.

### **4. Deliveries and delivery terms**

4.1 Unless otherwise agreed in writing, the delivery of the Products will be EXW (Incoterms 2020) (ex-works of CG). This is without prejudice to different agreements on delivery on request and with costs to be borne by the Customer. For the purposes of these general terms and conditions, delivery must also be understood as being made available at the GTC or at the place or third party agreed with the Customer.

In the event that the delivery is made by means of a carrier/forwarder, whether chosen by CG or by the Customer, "the Products shall travel at the Customer's own risk, and CG shall be deemed free from any liability upon delivery to the carrier/shipper. (so-called "*sale with shipping*" art. 1510 c. 2 of the Italian Civil Code).

4.2 In the event of the Customer's refusal to collect or accept the goods, the risk shall be deemed to have been passed onto the Customer upon notification (in any form, including verbally, e-mail, fax, etc.) that the goods are ready for shipment or collection, regardless of whether the place of delivery is not the one contractually agreed or who bears the costs of delivery.

4.3 Only at the express request of the Customer, will we insure delivery against theft, breakages, transport damage, fire and water damage or other insurable risks. The insurance costs will be invoiced to the Customer.

4.4 GTC may, at its discretion, supply the Products referred to in the Order Confirmation in several separately invoiced partial deliveries. The Customer will be obliged to pay the fee corresponding to the Products delivered. In the event that the Customer is able to prove that the partial deliveries made cannot be used by the Customer, the Customer has the right to withdraw from the order.

4. Failure to deliver, collect, or accept the goods for reasons not attributable to CG shall, in any case, be considered equivalent to delivery implying the right for CG to invoice with the consequent expiry of the payment terms as per art. 3. In the event of a default by the Customer with regard to collection or acceptance, CG is also entitled to charge a storage fee of 0.25% of the invoice value for each full week of default, up to a maximum of 5% of the invoice value.

4.6 In the event that the delivery of goods is agreed in the form of on-demand orders or general supply orders (multiple deliveries), the Customer, unless otherwise agreed, must commit to the collection/shipment of all or part of the agreed quantity of goods and the balance within three months at the latest from the conclusion of the Contract. CG reserves the right, in the event of non-collection attributed to the Customer, to deliver the uncollected goods at any time to the Customer's premises or other place indicated in the Order by means of transport at the discretion of CG and with the related costs charged to the Customer.

4.7 Deviations caused by the production or nature of the materials, between the quantity supplied and the quantity ordered are permitted within the limits of the tolerances provided for by the customs and practices of the paper industry.

4.8 Unless otherwise expressly stated in the Order Confirmation of CG, the delivery dates indicated in the Order Confirmation are a rough estimate and purely indicative and are not to be considered in any way essential terms for the fulfilment of CG and will not entitle the Customer to cancel the order or to request compensation for damages of any kind. By collecting and/or accepting, even partially, a later delivery date, the Customer waives any claim regarding the delay. In any case, CG undertakes to make every effort to effect delivery as requested and to keep the Customer informed.

4.9 The delivery date is indicated in the Order Confirmation. In the case of terms of duration (e.g. 30 days) this come into effect with the date of the Order Confirmation, but not until all the technical details of the delivery have been agreed upon. The same applies to delivery deadlines. The date of availability is decisive for compliance with the EXW delivery deadlines.

4.10 In the event that GC is prevented from fulfilling its delivery obligations for a certain period of time due to force majeure in accordance with Article 10, the delivery date shall be extended for a corresponding period until the event is terminated. In the event that CG is definitively unable to effect the delivery, CG shall have the right to withdraw from the Contract, without charges or compensation to be paid; the Customer has the same right if the acceptance of the goods becomes definitively impossible due to the delay.

## **5. Packaging/PALLETS**

5.1. If the delivery of the Products is carried out by means of reusable equipment owned or available to CG (e.g. Pallets), the Customer will keep the pallets in good state of conservation and store them in suitable place. The customer will keep them available, clean and undamaged so that at CG's simple request, or that of whoever acts on behalf of CG, can collect them. The Customer is liable for any loss or damage suffered to the pallets belonging to CG or to those that he must return to CG.

5.2. Euro pallets must be exchanged for Euro pallets of the same quality at the time of delivery.

5.3. The counting and return of the pallets delivered by GC must take place within three months of the expiry of the month of delivery and in any case by the end of the corresponding calendar year. Failure to return or – in the event of a so-called "return of the S.S. exchange at par – failure to return an equal number of pallets, or pallets refused for not being in good condition at the sole discretion of CG, will result in the Customer being invoiced at cost price for the type of pallet in question with payment at 30 days invoice date. If later returned a credit note will be issued.

## **6. Warranty - Acceptance and notification of any discrepancies / defects / complaints**

6.1. CG guarantees the high quality of the Products, in relation to the normal use of the same, and that they will conform to what has been agreed and free from defects for a period of 12 (twelve) months from the date of delivery of the Products. CG therefore undertakes to remedy any non-conformity, defect or defect of the Products attributed to CG occurring within twelve months from the date of delivery of the Products, provided that such lack of conformity, defect or defect has been promptly notified in accordance with the provisions of the following points of this article.

Considering the distinctive trait of the materials and their sensitivity to climatic and environmental factors such as humidity, temperature, etc., CG will not be liable in any way, even during the warranty period, of incorrect handling, storage, conservation of the Products by the Customer and/or during transport entrusted to third parties. The non-normal or erroneous use of the Products during handling, storage and conservation is defined by the guidelines of the relevant sector. In compliance with the latter, the company has drawn up specific operating instructions (IS-026) available at the customer's request in order to preserve the quality characteristics of the product over time and avoid potential complaints.

6.2. Within eight (8) working days from the delivery of the Products, the Customer must carefully examine the Products delivered and notify CG in writing within the same period of any non conformity found (so-called obvious defects).

6.3. Hidden or supervening non-conformities that are only found at the time of use of the Product must be communicated in writing to CG within eight (8) working days from the time of discovery and in any case no later than two (2) months from the date of delivery of the Products.

6.4. If the Customer does not send the communication provided for in clauses 6.2 and 6.3 above within the aforementioned terms, the Customer loses the right to assert any non conformity of the Products. It is the Customer's responsibility to prove the existence of the defects pertaining to the complaint.

6.5. Any claim by the Customer based on the existence of the reported defects is subject to the limitation period of one year from delivery. In the absence of any specific observations noted by the Customer on the delivery note, no complaint relating to discrepancies of quantity of the Products supplied (resulting from packages, packaging, pallets, etc.) will be taken into consideration by CG.

6.6. The Customer shall immediately give CG the opportunity to make sure that the defect exists, in particular and at the request of CG, will provide the rejected products or samples thereof.

6.7. If an inspection of the goods or an initial test of the sample has been agreed, the notification of defects that

the Customer could have determined by a careful inspection or on an initial test of the sample is excluded.

6.8 In the event that it is ascertained that the Products are actually non-compliant, defective or defective, CG shall have the right, at its sole discretion, to replace the defective, defective or non-compliant Products or, alternatively, to reimburse the price for the defective, defective or non-compliant Products.

## **7. Returns**

7.1. CG will only accept returns that have been previously authorised and bear the relevant authorisation number on the return documents and on the outer packaging; the returned Products must be intact and be returned in their original packaging, adequately packaged and bearing the composition/control label. CG will examine the returns to verify that the defect exists and is attributable to its responsibility and only in this case will it replace the Products recognized as defective and/or non-compliant or reimburse the relevant fee. Products returned without authorization will not entitle the Customer to the issuance by CG of credit notes. In any case, the costs and risks deriving from the return of the goods are fully borne by the Customer.

## **8. Limitation of Liability**

8.1. In any case, all express or implicit warranties not provided for in these General Terms and Conditions of Sale are expressly excluded, insofar as this does not conflict with the applicable laws and without prejudice to the liability for intent or gross negligence of CG. This excludes, among other things, compensation for direct, indirect and consequential damages, such as, by way of example, loss of profit, loss of opportunity, recall campaigns, production stoppages, etc.

8.2. Within the limits set forth in the preceding paragraph, CG shall also be excluded from liability for any damage caused by the goods sold to the Customer or to third parties or to the Customer's or third parties' property, and in particular in the event of negligence, inexperience, improper or incorrect use, incorrect handling, storage or conservation of the Products by the Customer or third parties.

8.3. It is the Customer's responsibility to verify that the rights of others, including intellectual property, are respected and that the Products are suitable for the purposes, applications and manufacturing methods of the Customer.

## **9. Confidentiality and industrial and intellectual property rights**

9.1. Any information, documents, drafts, drawings, plans, technical specifications, calculations and other data exchanged between GTC and the Customer in the execution of the Order is considered confidential. Therefore, the Customer is obliged to maintain the strictest secrecy on the aforementioned information, as disclosure to third parties that are not authorized in advance in writing is completely precluded.

9.2. The sale of the Products does not transmit in any way, not even tacitly, any license inherent in intellectual property rights, concerning the composition and/or application of the Products. The Customer expressly assumes all risks inherent in infringement of intellectual property rights as a result of the importation and use of the Products, whether separately or in conjunction with other materials or in a processing operation.

## **10. Force Majeure**

10.1. CG shall be expressly excluded from any detrimental consequence that may arise from the activity carried out in execution of the Contract, including non-delivery or delayed delivery, to the Customer or to third parties to whom the Customer is liable, if due to unforeseeable circumstances or force majeure or in any case to unforeseeable and unavoidable events on the part of CG or which, in any case, even after having exercised due diligence, are beyond its reasonable control, such as war, internal unrest, natural disasters, accidents, staff strikes or lockouts, epidemics or pandemics, breakdowns or malfunctions of equipment and installations, or other particular technical difficulties, interruption of supplies by third parties, impossibility or delay in supply, delays of carriers or freight forwarders, measures or delays or omissions of the authority, implicit or explicit sanctions against the country of establishment, or inefficiencies or acts of third parties in any case not attributable to CG.



## **11. General Provisions, Governing Law, Competent Court**

11.1. In the event of any conflict between the Italian version of these terms and conditions and the English version, the Italian version shall prevail.

11.2. The legal relationship between the Customer and CG shall be governed by Italian law, with the express exclusion of the provisions of the 1980 Vienna Convention on the International Sale of Goods.

11.3. Unless otherwise specified, the place of performance for all obligations of the Contract is the place of the registered office of CG.

11.4. The place of jurisdiction for all legal disputes arising out of or in connection with the legal relationship between CG and the Customer is the registered office of CG. However, CG has the right to sue the Customer before any court having jurisdiction over the Customer.

## **12. Communications**

12.1. Any notice given by either Party to the other under the Contract shall be in writing and shall be sent by certified electronic mail, registered mail, courier, or e-mail to the person(s) and address specified in the Supply Contract or Accepted Purchase Order.

General GC Addresses:

- PEC: [info@pec.cartograficagaleotti.com](mailto:info@pec.cartograficagaleotti.com)
- Email: [info@cartograficagaleotti.com](mailto:info@cartograficagaleotti.com)

## **13. Final provisions**

13.1. CG has the right to engage one or more third parties at its own discretion to fulfil its obligations under these general terms and conditions of sale; in particular, some phases of the production process may be outsourced to qualified suppliers deemed by CG to be suitable for maintaining the standards of safety, quality and legality of the Product.