



**TERMOPLASTICA
SGHEDONI** S.p.A.
packaging solutions since 1973

Registered Office

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R.E.A. 202806 | **Share Capital** 1.250.000 Euro i.v.

S T R E T C H H O O D - S H R I N K F I L M - S T R E T C H F I L M

GENERAL CONDITIONS OF SALES

1. Validity

- 1.1. All sales and services are made according to these general conditions of sale.
- 1.2. Any dissimilarity with these general conditions must be approved in writing by the Seller.

2. Acceptance of offer

- 2.1. Seller's offers are not binding, they must be considered as a proposal to buy.
- 2.2. The contract is fulfilled with request by Buyer and acceptance by Seller; if Seller's acceptance is different than Buyer's request, then it must be considered as a new offer.

3. Consultancy

- 3.1. Seller's consultancy is made according his best knowledge.
- 3.2. Any consultancy or information regarding the use of products given by the Seller do not exempt the Buyer from making his own controls and checks on products, according to the scopes for which products are used.

4. Prices

- 4.1. Prices are linked to variations of raw materials prices and/or labour costs, and can be modified by Seller during supply.
- 4.2. The Seller must inform in writing the Buyer, which has the right to cancel the contract by informing the Seller in writing.

5. Delivery

- 5.1. Delivery must be done according to the Incoterms printed on the order confirmation.
- 5.2. Delivery date printed on order confirmation is not binding. The Seller is exempted from liability in case of delays due to force majeure or events independent from his will, such as: interruption of work, strikes, non-fulfillment or non-compliance by suppliers, interruption of electricity supply or transports, etc.

6. Exemption of liability

- 6.1. Seller's liability in case of faulty material or missed delivery cannot exceed the value of invoiced products.
- 6.2. Seller is exempted from liabilities in case of:
 - a. Incorrect use of product;
 - b. Incorrect or faulty storage;
 - c. Improper use of product or no accomplishment of Seller's advices;
 - d. Use of product together with other materials.

6.3. The Seller cannot be claimed for any direct or indirect loss such as loss of clients, loss of turnover, loss of gains, loss of image or for any action taken by third parts against the Buyer.

7. Transport damages

7.1. The Buyer must immediately inform the Carrier and the Seller about any damage occurred during transport, and in any case claims must be made within the terms written in transport contract.

8. Buyer's rights

8.1. Product faults, which can be recognized with normal inspections, must be reported to Seller within 8 days from reception; any other fault must be reported within 8 days from detection.

8.2. Communication must be made in written and must include all details regarding the faults.

8.3. If products are faulty and all above procedures have been accomplished, the Buyer will benefit from all rights guaranteed by Law, taking into consideration that:

- a. The Seller can choose whether to eliminate the faults of existing products, or to supply new products;
- b. The Seller has two chances to solve the problem: if the problem is not solved after two attempts, the buyer has the right to cancel the contract and/or ask payment back.
- c. In any case, the Seller is exempted from liabilities, like ones explained in paragraph 6.

8.4. In any case, unless Law states in a different way, claims must be reported within one year from delivery date.

9. Legal provisions

9.1. Unless Laws states in a different way, the Buyer must accomplish all instructions and rules related to transport, storage and use of products.

10. Payments

10.1. Full property of the products is transferred from Seller to Buyer only after full payment.

10.2. Nonpayment is considered a violation of the contract.

10.3. Payments must be made by Buyer within the terms agreed in order confirmation.

10.4. In case of nonpayment or delayed payment, the Seller has the right to charge interests.

10.5. The Buyer cannot compensate the nonpayment with any refund or damage claim which has not been reported before and approved by the Seller.

10.6. In case of doubts about client's solvency or in case of delay in payments, the Seller can revoke and modify the payment terms, and even ask the Buyer for advanced payment or for other warranties.

11. Place of payments

11.1. Regardless the place of delivery of products and invoices, the place where payments must take place is the legal address of the Seller.



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12. Reporting

- 12.1. Any information or communication will be valid only after reception by the other part.
- 12.2. If any prescription term is existing, communications will have to be received within this term.

13. Jurisdiction

- 13.1. For any kind of dispute, the able jurisdiction will be the jurisdiction of legal address of the Seller.