



*protects quality, respects environment.*

## GENERAL SALES CONDITIONS:

### **Application and acceptance of the general sale conditions:**

The forwarding of an order to the Seller implies the knowledge and the total acceptance without any reserve, by the Purchaser, of the sales conditions below listed. The Purchaser shall not have the right to enforce any clause opposite to these conditions, except the clause accepted by the Seller in writing.

These conditions are applied to all the transactions closed between Medac s.r.l. and the Purchaser, without the necessity of referring to them or to a specific agreement, at the end of each transaction.

Medac s.r.l. reserves the right to modify, integrate or change these conditions, enclosing such changes to the offers or to any written communication sent to the Purchaser.

### **Orders (drawing up of the sale contract):**

The acceptance of the offer by the Purchaser as well as the order confirmation by Medac s.r.l., made in any way, involves the application of these general sales conditions.

If Medac s.r.l. does not confirm in writing an order only orally negotiated, the issuing of the invoice or the order processed by Medac s.r.l., shall be considered as a confirmation of the order itself.

The orders and/or the modifications of orders placed orally or by phone, must be confirmed in writing by the Purchaser; otherwise, Medac s.r.l. assumes no responsibility about any mistakes or misunderstandings.

The orders placed by the Purchaser directly and the offers made by agents and Medac sellers are intended as "waiting to be approved" by the company itself; if because of any difficulty and/or reason, Medac s.r.l. should not consider convenient to process them, it shall communicate its objections, changes or modifications to the order directly placed by the Purchaser, or to the offer made by sales agents and by other professional figures.

The purchase order confirmed by Medac s.r.l., together with these sales conditions, as well as any document issued by the Seller, concerning the order, are as a whole, a sale contract.

Any subsequent order modification or cancellation, requested by the parties, can be considered to be binding only if they are expressly accepted in writing by both parties.

### **Prices:**

The prices of products refer to the current price list and to the terms of sales in use at the acceptance of the price offer by the Purchaser or at the confirmation of the order by Medac s.r.l. The prices of products are intended for offset print (CMYK); if the Purchaser asks for printing with pantone colours, extra cost shall be calculated on the existing price list. No additional cost is calculated in case of conversion of pantone colour printing in four colours printing.

Medac s.r.l. reserves the right to review the current price list in case of price change of the raw material or in case of any other circumstances determining an increase in the production costs.

Prices are intended for products packed according to the standard of the production sector and based on

the transport method agreed. As regards deliveries all over Italy, carriage paid, unless otherwise agreed.

Concerning the International transport Terms Ex works incoterms in force at the time of the contract, intending that any other expenses will be at the Purchaser's charge.

Payments shall be made according to what agreed upon and not later than the deadline provided by the invoice. The payment shall be made in Euros.

Payments shall be affected directly in favour of Medac s.r.l., under the terms established.

The Purchaser is entitled to make no compensation, deduction or reduction of the amount to be paid.

**Late payments:**

Delays or irregularities in payments, agreed in case of deferred payments, shall entitle Medac s.r.l. to:

- stop the delivery, even if such delivery does not refer to the payment in question;
- change the payment method and/or the discount for the next supplies;
- ask for the advanced payment or for the issuing of guarantees;

Medac s.r.l. shall also have the right to ask for the immediate payment of any due amount on any basis.

The Purchaser shall fully pay the supplied goods, also in case of objections, exceptions or disputes concerning the supplies, which shall be settled only after receiving the due sums.

**Interests for non-payment:**

In case of non-payment within the agreed terms, default interests shall be calculated, in accordance to the Legislative Decree 231/02, without any formal notice.

**Reserve of ownership:**

It is expressly agreed upon that the delivered goods remain Medac s.r.l.'s property until the full payment has been made. Consequently, in case of partial or non-payment, the Seller reserves the right to ask for the return of delivered goods, wherever they are without any other formality.

The reserve of ownership is extended to the products sold by the Purchaser to third parties and at the price of such sales.

It being understood as well that the responsibility for the integrity of the goods is transferred to the Purchaser starting from the reception of goods; we specify that the Purchaser takes the responsibility and commitment of custody of the supplied goods.

The above disposal do not affect the possibility of taking legal actions, in order to obtain the payment of price or of any other charges.

**Delivery terms:**

Products shall be delivered according to the terms agreed and accepted time by time.

The delivery date corresponds to the date of availability at Medac s.r.l. warehouse; this date is reported on the delivery note and the International Consignment Note.

The supply of products is intended as EXW LOADED Incoterms (EXW Incoterms published by the International Chamber of Commerce in their updated version being applied at the time of delivery), either

in case it is agreed upon that the delivery or part of it is carried out by the Seller.

Anyway, whatever are the agreed delivery terms by both parties, the risks are transferred to the Purchaser at the latest, by delivery to the first carrier. Therefore, Medac s.r.l. shall prepare the goods in its warehouse on the agreed date, providing in case of international delivery only for the export documents required for the exit of the country of origin. The Purchaser, on its behalf, shall provide for the customs exportation formalities, it shall organize transport and pay any costs for the unloading, handling and custom inspections, customs costs, local taxes and all the additional charges for exportation, taking all risks up to the final destination.

If Medac s.r.l. realizes not to be able to deliver products on the agreed delivery date shall possibly communicate a new expected delivery date.

It being understood that if the delay caused by Medac s.r.l. overcomes a period of six weeks, the Purchaser shall be entitled to cancel the undersigned purchase order request, concerned to the products subject of the deferred delivery, communicating it by a written notice (or by e-mail) sent to Medac s.r.l. 10 days before.

The late payment is not considered as caused by Medac s.r.l., if caused by reasons of force majeure or by the Purchaser's actions or omissions (for example: failed communication of the necessary instructions concerning the supplying procedure).

In case of late delivery caused by Medac s.r.l., the Purchaser shall be entitled, by previous notice of default in writing to be forwarded to the Seller, to the compensation for the damages really occurred and documented by it, within the maximum limit of 5% of the price of the products late delivered.

The case of fraud or serious fault of the Seller excluded, the payment of the sums referred to the previous paragraph, excludes any further compensation for damages for failed or late delivery.

On the other hand, if the Purchaser is not up to date with payments of the other supplies, the delivery is suspended and Medac s.r.l. shall be entitled to defer deliveries until the Purchaser has fully paid the due sums, and to debit at the same time any cost concerning the storage of the pending goods.

Moreover, if for reasons beyond the control of Medac s.r.l. the Purchaser or the carrier delegated does not provide to take delivery of the produced goods, Medac s.r.l., shall be entitled to put them in storage, debiting the Purchaser any related cost.

### **Justified delays**

Medac s.r.l. shall not be considered responsible for not respecting the contract terms in case such non-fulfilment is caused, directly or indirectly, by:

- actions or omissions by the Purchaser, such as failed or wrong transmission of the necessary information for the supply of the goods;
- failure to observe the terms of payment by the Purchaser;
- lack of some materials being necessary for the fulfilment of the supplying procedure and difficulty in get the supply within the terms;
- problems concerning production or orders planning;

If one of the above cases occurs, Medac s.r.l. shall communicate it to the Purchaser in writing, mentioning a new expected delivery date.

### **Force majeure:**

The Seller shall be entitled to suspend the fulfilment of its contractual obligations related to the purchase order, without any right by the Purchaser to raise objections, when fulfilment is impossible or extremely onerous due to unpredictable impediment independent from its will, such as: strike, boycott, lock-out, fire,

war, revolts, requisitions, breakdown of power supply, delays in the delivery of components or raw material and any external event causing delay or impediment or making the fulfilment of the obligations taken upon by the Seller highly costly.

In case the Seller wants to avail itself of this clause, it shall immediately communicate the occurrence and subsequently the end of these circumstances of force majeure, to the other party.

If the suspension due to force majeure lasts over six weeks, each party shall be entitled to cancel the signed and confirmed purchase order, after previous written notice of 10 days before such cancellation, to be sent to the other party by registered letter with delivery notice.

### **Technical characteristics and rules:**

Medac s.r.l. products comply with the existing Italian legislation and with the technical rules. The offset print is realized externally by a third company (subcontract).

Medac s.r.l. guarantees the performance of its products only and exclusively in relation to the uses and applications set out in the product specifications.

Noncompliance or variations within the limit of 5% from the draft model, concerning paper weight, size, capacity, colour and tone shall be neither reasons for goods refusal nor compromise the contract or be the subject of a complaint against Medac s.r.l. In this regard we specify that the Purchaser shall be entitled, if it wishes, to ask for a sample that will only give an idea of the product quality.

In case of products sold on foreign market, the Purchaser takes the responsibility to check any discrepancy between the Italian and European regulations and those of the destination country, releasing Medac s.r.l. from any duty and/or responsibility.

### **Industrial ownership and intellectual and art property rights:**

Medac s.r.l. is the only holder of industrial right ownership and the spread or use of this ownership in the context of the sales relationship does not produce any right or claim for it by the Purchaser. The Purchaser binds itself not to carry out any action conflicting with the industrial ownership rights.

The drawings created by Medac s.r.l. continue to be owned by Medac s.r.l, even if they are partially or fully paid by the Purchaser. The intellectual property of art creations is not transferred with the supplying of products.

### **Customization of the goods ordered:**

The customization of goods shall be carried out according to the information and instructions communicated by the Purchaser. In particular, as regards customized products provided with trademarks, logos, protected images, etc., since now the Purchaser states to be entitled to the full use of them, thus releasing Medac s.r.l. from any responsibility deriving from the possible violation of the protection right guaranteed to them. The Purchaser explicitly releases Medac s.r.l. from any responsibility for damages, which may occur, after the use of the trademark and/or logo, and/or protected images etc. provided by him, to third parties for the production and subsequent use of the products by the Purchaser itself. Consequently, the Purchaser expressly states, since now, to take upon itself any responsibility concerning the use of trademarks and /or logos, and/or protected images etc. applied on its customized products. Since now the Purchaser takes upon itself as well any claim for compensation of damages which may be taken by third parties against Medac s.r.l., also binding itself to compensate the same party for any possible damage resulting from the violation of the protection right guaranteed to the trademarks and/or logos, and/or protected images etc. used by the Purchaser and for which he has authorized Medac to the use. Medac s.r.l. does not take upon itself any responsibility in case of wrong information sent by the Purchaser. The intellectual property and/or industrial ownership of the information and of all the materials sent by the Purchaser for the carrying out of the customization of the ordered goods continue to belong

exclusively to the Purchaser.

### **Complaints:**

Any possible complaints concerning packaging, quantity, number or external characteristics of products (apparent defects) shall be communicated to the Seller by certified e-mail, under penalty of expiration, within 7 days from the date of goods receipt. Any complaints for defects which cannot be identified by a diligent control at receipt (hidden defects), shall be communicated to the Seller, under penalty of expiration, by certified e-mail, within 7 days from the date of notice of the defect and in any case not later than 12 months from delivery. However, the Purchaser shall submit the necessary evidence and reasons showing the defects and faults found.

The products being the subject of complaint shall be, by request of Medac s.r.l., immediately sent to the company site, or to any other place requested by Medac s.r.l., at the Purchaser expenses, unless different agreement between the parties, in order to allow Mecac s.r.l. to carry out the necessary controls.

No complaint and/or objection can be raised as regards printing, in case the conversion from four colors printing to pantone colour printing has been agreed.

For technical-production, reasons variations occur between the quantity of products reported in the confirmed order or in the price offer and the finally produced quantity by Medac s.r.l. and reported in the final invoice.

Such variation of higher or lower production amount, within the limit of 5% of the products ordered and specified in the order or in the price offer, shall not be the subject of complaint and/or objection by the Purchaser.

This variation shall be settled by the Purchaser or swift back by Medac s.r.l. upon the issuing of the final invoice.

It is intended that any possible complaints or objections do not entitle the Purchaser to suspend or anyway delay the payment of the products being the subject of complaints, and of other supplies as well.

### **Guarantee against defects:**

Medac s.r.l. guarantees the quality of products as it is explicitly specified in the technical specifications drawn up by the Seller and enclosed to the purchase orders, excluding any other guarantee or responsibility.

Medac s.r.l. commits itself to remedy any defect, quality lack, or non-conformity of products caused by it, occurring within 12 months from the delivery of products, when these non-conformities are timely communicated according to what provided by the clause "complaints":

Medac s.r.l. shall replace the products resulting to be faulty. The products replaced within guarantee shall be subjected as well to the same period of guarantee of six months starting from the replacement date.

In case of a request of a sample, the cancellation of the order can be requested only in case the non-conformity with the sample is remarkable, in this regard refer to the clause of the technical characteristics.

In any case, the Purchaser shall not be entitled to enforce its guaranteed rights against Medac s.r.l. if the price of products has not been paid under the terms and conditions agreed.

The case of fraud or serious fault except, in case of defects, lack of quality or non-conformity of products, Medac s.r.l. shall be bound solely to the supply of products replacing the faulty ones. It is intended that the above said guarantee (consisting of the obligation of replacing products) includes and replaces the responsibility guarantees provided by the law, and excludes any responsibility of Medac s.r.l., both of a contract and extra contract, however being originated by the supplied products (for example: compensation

for damages, failed earning, product recall campaigns, etc.).

In any case, the guarantee is applied only on the products used in conformity with the specifications set out by Medac s.r.l.; any improper use is to be considered forbidden.

The guarantee shall not be valid if the inconvenience or non-conformity depends on improper or unsuitable use of products.

### **Limitation of responsibilities:**

Medac s.r.l. will make any efforts to ensure the delivery of goods within the agreed terms, but in no case, it shall be considered liable for the damages directly or indirectly caused by the late delivery of products or the deferred execution of a contract.

Medac s.r.l. catalogues, price lists or any other promotional material are purely indicative of the types of products and of prices and what reported therein are not binding for Medac s.r.l. Medac s.r.l. does not take any responsibility as regards mistakes or omissions contained in its price lists or in its promotional material.

Medac s.r.l. does not assume any responsibility in case of products intended for foreign trade, with respect to their compliance with the regulations of the country in which they are imported and/or placed on the market, responsibility for which is assumed and remains the sole responsibility of the buyer/importer which indemnifies Medac s.r.l. from any burden, duty, expense and/or liability that may arise from the importation and/or marketing of imported products.

### **General provisions:**

The samples of the ordered goods and the products technical documentations as well, not related to orders, will be kept for 2 years. Medac s.r.l. will apply its own trademark and logo on the bottom of every product and on the external packaging.

### **Specific termination clause:**

Medac s.r.l. shall be entitled to cancel the sale, according to art. 1456 of the Italian Civil Code, by a communication in writing to be sent to the Purchaser, in case of non-fulfilment of obligations by the latter, on the subject of late payments, industrial ownership rights, intellectual and art property rights.

### **Competent court and applicable law:**

In case of dispute, the Court of Salerno shall be the only competent Court. However, notwithstanding what above said, Medac s.r.l. is entitled to bring the dispute before the competent judge where the Purchaser's seat is situated.

The sale contract is signed in Italy, and as such, it is submitted to the Italian law on the subject of contracts.

If the Purchaser nationality is other than Italian, these general sales conditions and all the contracts signed by the latter with Medac s.r.l. are intended to be regulated by Vienna Convention signed in 1980, on the Contracts of the International Sales of Goods.

### **Final provisions:**

The non-validity of all or of part of the single provisions in these general sales conditions does not affect the validity of the remaining clauses.

These general sales conditions have been drawn up in Italian and in English language. In case any interpretation doubts should raise, the Italian version shall prevail.

According to articles 1341 and 1342 of the Italian Civil Code, the Purchaser expressly approves the following provisions listed below:

- Orders (drawing up of the sale contract)
- Prices
- Late payments
- Default interests for non-payment
- Ownership reserve
- Delivery terms
- Justified delays
- Force majeure
- Technical characteristics and rules
- Industrial and intellectual ownership and art property rights
- Customization of the goods ordered
- Complaints
- Guarantee for defects
- Limitation of responsibility
- Express termination clause
- Competent court and applicable law
- Final provisions

**SIGNED AND STAMPED**

**FOR ACCEPTANCE**

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## **PRIVACY INFORMATION**

### **1. Data controller and types of processed data**

According to Article 13 of the GDPR, the company MEDAC S.r.l. – Via R. Wenner, 52 – 84131 Salerno

ITALY, as data controller of the personal data (hereafter: “Controller”), submits with this form the following information for the use of your personal data.

## **2. Purposes**

Your personal data previously provided and in our possession are collected and used for the following purposes connected and instrumental to MEDAC S.r.l. activity:

### ***Commercial purposes***

1. Allow the execution of the obligations subject of the commercial relationship.

### ***Promotional purposes (marketing)***

2. By selecting the appropriate check boxes, you express your consent to the processing of personal data for the following purposes:

#### Promotional purposes

a. Promotional purposes, including commercial communication (sending of notices and production planning, news mail) or sending marketing material, direct sales, marketing research through traditional methods – post or telephone – as well as by automated means – such as e-mail. You can withdraw your consent at any time, even partially, allowing your personal data to be processed, for example, exclusively through traditional methods.

#### Legal basis of data processing

For the purposes at point II.2 the providing of your data and your consent to the processing are optional, you can give the consent separately for the single processing; following any refusal or any withdrawal of one or more consent, MEDAC SRL will process your data only for the remaining purposing together with the purpose at the point II.1.

## **3. Processing procedures and security measures**

The personal data are processed with automated tools and are stored on electronic, or paper supports.

## **4. Circulation of data**

In the ambit of the same Owner

A. The data may be processed by companies providing services on behalf of MEDAC SRL and by employees of MEDAC SRL who will operate as managers or as processing managers duly appointed by the Controller.

## **5. Dissemination of data**

### ***Non-dissemination of data***

Your personal data will not be disseminated indiscriminately.

## **6. Rights**

With regard to the processing of your personal data, the Controller informs you that they are stored for no more than the time strictly required to complete the tasks they are collected and subsequently processed.



As regards your personal data, you may exercise at any time the following rights:

- ✓ verify their existence and, if so, verify their contents and their origin,
- ✓ verify their correctness and request their rectification, their integration or their updating, or
- ✓ request restrictions of their use, if the processing falls under one of the conditions provided for in Article 18 of the GDPR;
- ✓ request the cancellation of the data being processed in violation of the law, or in the presence of one of the other conditions provided for in Article 17, paragraph 1, subparagraphs a), b), c), e) and f) of the GDPR;
- ✓ oppose in any case, for legitimate reasons, their processing, or oppose their processing in the presence of the other cases provided for in Article 21, paragraphs 2 and 3 of the GDPR;
- ✓ withdraw your consent to the processing of the personal data for one or more purposes at any time;
- ✓ obtain from the Controller a copy of the data undergoing processing in an electronic format which is commonly used, in order to transmit the personal data to another controller and have the personal data transmitted directly from the Controller to another, without hindrance from the Controller, where is technically feasible [right to data portability].

Requests concerning the exercise of the aforementioned rights must be made to the Controller: MEDAC SRL by e-mail, to the following address: **privacy@medac.it**

In case of missed or partial response from the Controller, you will have the right to appeal to the Data Protection Authority within the time limits and in accordance with what is laid down by the national law.