

1. GENERAL

These General Conditions of Sale refer to the primary-secondary materials derived from the recycling of used and/or unused materials and of polyethylene for recycling in the form of granules, flakes and high density materials for use in various applications, produced by:

S.I.RE. S.p.A.

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www.sirespa.com

The following General Conditions of Sale form an integral part of all our contracts for the supply of materials, even when the orders are received by telephone, verbally, by fax, e-mail or internet.

The marketing of S.I.RE. S.p.A. products is directed exclusively towards professional customers.

There is no provision whatsoever for direct sales to the "end user" (person pursuing purposes not related to their professional activity).

2. RIGHT OF WITHDRAWAL

The Client may exercise the right to withdraw within a period of 10 working days from receipt of materials, by returning the purchased material at his own expense, in unopened packaging and with the original documentation of the goods and the tax related documentation received with those goods.

The Client may exercise the right of withdrawal only in the event the product received failing to comply with what was ordered in terms of: colour of the product; characteristics; field of use.

For the return of the product, the customer must adhere to the following procedures: he must get in touch directly with the S.I.RE S.p.A "salesperson" (the person with whom the sale was agreed), by telephone or by e-mail, indicating that he wishes to return the goods, stating the reason and the number of the transportation document that accompanied the consignment of the goods. On receipt of written authorisation for collection, S.I.RE S.p.A. will arrange for collection of the product.

On receipt of the product, S.I.RE S.p.A. reserves the right to ascertain the basis of the non-conformity declared by the Customer, checking the condition of the returned product, including the quantity sold compared with that received. On verification of the validity of the claim, S.I.RE. S.p.A will arrange for a refund of the amount in question by means of a bank transfer to the account specified by the Customer and will issue a credit note.

3. ACCEPTANCE OF GENERAL CONDITIONS OF SALE

In the e-mail confirming his purchase order, the Customer unconditionally accepts and agrees in his relations with S.I.RE. S.p.A. to comply with the general conditions and payment terms described below, declaring that he has read and accepted all the instructions provided in accordance with the rules mentioned above, also acknowledging that S.I.RE. S.p.A. does not consider itself bound by other conditions unless previously agreed in writing.

4. OBLIGATIONS OF THE CUSTOMER

The General Conditions of Sale must be examined by Customers before confirming their purchases. The acceptance of the sales "order confirmation" implies full knowledge of these Conditions of Sale and their full acceptance. Once the purchasing procedure is complete, the Customer undertakes to print and save these General Conditions of Sale, previously read and accepted during the purchase process.

5. REQUEST FOR QUOTATION

Any requests for quotations, sent via e-mail, shall in no way be considered to be an official "sales order". On receipt of such requests, S.I.RE. S.p.A. will act solely to provide information relative to the said request.

6. PURCHASE ORDER

The purchase is made by the Customer and relates solely to the products declared and described by S.I.RE. S.p.A. in the relevant data sheets. All prices quoted are EXCLUSIVE OF VAT. Transport costs are borne by the Customer or by S.I.RE. S.p.A. depending on the conditions agreed by the two parties.

Before confirmation of the purchase, the Customer will be shown a summary of the unit cost of each product chosen, the taxable amount and the amount of VAT.

The order is deemed to have been validated only when S.I.RE. S.p.A. confirms despatch of the goods. An advance payment does not automatically constitute confirmation of acceptance of an order; it may still be rejected and the payment refunded after deduction of any bank charges incurred for the refund.

Please note that the goods ordered are the sole responsibility of the Customer. Under no circumstances can they be refused, on pain of payment of all transport costs for the both delivery and the return journey. In the event that the Customer, having been notified via PEC (certified email), fails to refund the transport costs within 15 days, S.I.RE. S.p.A. shall have the right to begin legal action against him. The order, even when verbal, once confirmed by S.I.RE. S.p.A. by means of an "order acknowledgement", is recognized as a normal commercial contract signed by the buyer in his own hand.

7. PAYMENTS – RETENTION OF TITLE

The payment for goods purchased must be made by the customer in accordance with the terms agreed; the goods are sold with retention of title until full payment has been made for the products.

8. AVAILABILITY AND DELIVERY OF PRODUCTS

S.I.RE. S.p.A. guarantees immediate "urgent" delivery only for products already available. When requests are made for "urgent and/or immediate" delivery of products that are not available at the time of the request, S.I.RE. S.p.A. reserves the right to confirm such requests in writing, specifying the date and any additional charges.

Goods delivered ex-factory are transported on behalf of and at the risk of the purchaser. Claims for damage or tampering during transport must be made in writing to the carrier, with a copy to S.I.RE. S.p.A. At the time of delivery of the product, the Customer must verify that the packages are intact and that they match the quantity and quality as specified in the transport document. In case of any discrepancy (quantity "weight" or number of missing Big Bags compared with the number declared, damaged Big Bags, etc.) the same should be reported clearly and visibly on the transport document and faxed to S.I.RE. S.p.A. within 48 hours. Deliveries of goods will be made during working days. S.I.RE. S.p.A reserves the right to effect split deliveries of its products without incurring any liability. Should an order be delivered in more than one consignment, S.I.RE. S.p.A. shall assume responsibility for any additional freight expenses incurred.

Purely for guidance, and without in any way committing S.I.RE. S.p.A. and subject to the availability on the market of raw materials as well as possible circumstances caused by force majeure, the goods will be delivered by the dates agreed with the logistics office of S.I.RE. S.p.A.

Delivery times are to be considered approximate.

9. UNFORESEEABLE CIRCUMSTANCES AND FORCE MAJEURE

S.I.RE. SpA is not liable to the Customer for any non-performance, including the missing or delayed delivery, caused by events outside its reasonable control or in any way related to unforeseeable circumstances or force majeure, such as, by way of illustration, incorrect addresses, machinery breakdown, strikes and other industrial action, acts of terrorism, suspension of electricity/gas or transport difficulties.

10. PRODUCT GUARANTEES

All products are covered by the guarantee. This guarantee shall apply to the product should there be any non-conformity and/or impurities not evident at the time of sale, provided that the product is used correctly and with due diligence, i.e. in compliance with its intended use, with what is specified in the technical documentation, and with the various processing instructions contained therein.

S.I.RE. S.p.A. manufactures and markets recycled polyethylene in the form of granules, flakes, high density products and agglomerates composed of:

- * a polymeric matrix, consisting of polyethylene in an amount greater than or equal to 80%;
- * other materials in a quantity, as a whole, less than or equal to 10%, such as: fillers, pigments and additives;
- * impurities in quantities such as not to jeopardize the processing capability of the R PE;
- * polymers compatible with polymeric matrix.

For such products there will be a guarantee of 12 months from the date of purchase.

This guarantee is not applicable in the case of negligence or carelessness in the use or storage of the product, or in the mixing of the purchased product with other products and/or components that are unsuitable or of which the manufacturer has not guaranteed the composition, the content or the provenance.

As for any claims of defects in the goods, which must be notified within 15 days of receipt of the goods, S.I.RE undertakes to replace the goods as soon as production times allow and, in any case, in the shortest time possible-

We do not accept complaints against so-called "ground" products or any damages arising from the use of the same; in the case of non-conformity it will be up to the company to replace the product provided-

11. RETURNS

The following provisions relating to Returns shall be applied in two different situations:

A) In the event of an error on the part of S.I.RE. S.p.A. in entering the order, in shipping or delivery; B) In the event of S.I.RE. S.p.A. deciding at its own discretion, or in agreement with the Customer, to apply a rule that is more favourable to the Customer himself. The goods are sold carriage paid from the S.I.RE. S.p.A. warehouse; should the Customer specifically request it, they can be sold carriage forward. Goods sold carriage paid from the S.I.RE. S.p.A. warehouse are transported at the client's risk.

Any complaints can only be accepted if received in writing within ten days of the date of receipt of the material; any warranty claim made after this period shall be void.

12. APPLICABLE LAW

It is agreed, pursuant to and for the purposes of Art. 4, Law No 218 of 31.05.1995, that any dispute arising from the interpretation and/or execution of this contract is subject to Italian law.

13. JURISDICTION

The parties agree, pursuant to Art. 28 Code of Civil Procedure, that any dispute that may arise concerning the execution and /or interpretation of this contract shall be for the exclusive jurisdiction of the Court of Voghera. It is agreed, pursuant to Art. 29 Code of Civil Procedure, par. 2, that the jurisdiction of the Court of Voghera shall be considered to be exclusive.

14. INFORMATION PURSUANT TO LEGISLATIVE DECREE NO. 196/2003 ON THE PROCESSING OF PERSONAL DATA

Pursuant to article 13 of Legislative Decree No 196/2003 (the code relating to the protection of personal data, hereinafter "Code"), any information acquired by S.I.RE. S.p.A. concern the management of customers and suppliers, carried out by entry into company databases for the purpose of fulfilling legal and contractual obligations. Such processing may take place with or without the aid of electronic means and shall include - within the limits and conditions of Art. 11 of the Code – all the operations, provided for by Art. 4 par. 1 letter a) of the Code, necessary for the processing in question. Under Article 7 of the Code, the Customer has the right: to obtain the updating, rectification or integration of the data; erasure, anonymisation or blocking of data that have been processed unlawfully, including data whose retention is unnecessary for the purposes for which they were collected or subsequently processed. The right to oppose, in whole or in part: a) on legitimate grounds, to the processing of personal data concerning him/her, even though they are relevant to the purpose of the collection; b) to the processing of personal data concerning him/her where it is carried out for the purpose of sending advertising materials or direct selling or for carrying out market research or commercial communication. The Data Controller is Andrea Tosca-