



errebi
ROTOLIFICIO BERGAMASCO s.r.l.



GENERAL TERMS OF CONDITIONS

Rotolificio Bergamasco s.r.l. (p.i. 00637160169) is a private company with registered office in 24020 Gorle (BG) - via G. Pascoli nn. 7/9. The law applicable to contractual and contractual relations is the Italian law for what is not expressly provided for in these terms and conditions. The contract conditions are published on the website of Rotolificio Bergamasco s.r.l. - U.R.L. <http://www.errebi-srl.it> Each contractual partner of Rotolificio Bergamasco s.r.l. is required to read these general terms and conditions. By entering into negotiations with Rotolificio Bergamasco s.r.l. customers and/or suppliers agree to submit their contractual relations to these general terms and conditions, which prevail over any conditions already in use to the contractual counterparty.

1- GENERAL TERMS

1.1 These general conditions govern the contracts concerning the production and supply of the products of Rotolificio Bergamasco s.r.l., as expressly indicated in the order estimate submitted to the customer and are applied as a result of the order confirmation itself.

1.2 Any other agreement made in the name and on behalf of Rotolificio Bergamasco s.r.l. by agents, representatives and collaborators is however ineffective unless subject to written ratification by Rotolificio Bergamasco s.r.l.

1.3 A minimum invoice of Euro 150,00 (Euro 150/00) excluding VAT is required as an initial economic condition to process the order together with an administrative fee competition of Euro 25,00.

1.3.1 With a minimum billing of Euro 300,00 (Euro three hundred/00) Excluding VAT, the above administrative costs are not counted.

1.4 The information contained in the brochures, price lists and other documents cannot be considered as binding for Rotolificio Bergamasco s.r.l., which reserves the right to modify them whenever it deems it necessary.

1.5 Only orders sent on the client's letterhead, both in original form and by fax or e-mail (e-mail) will be accepted and processed. The possible sending of purchase orders in a different form from those mentioned above will be possible only in the hypothesis of express consent of Rotolificio Bergamasco s.r.l.

1.6 The sending of samples will be made with shipping costs at the expense of the sender, unless otherwise agreed.

1.7 Rotolificio Bergamasco s.r.l. reserves the right to accept or reject any order that is not in accordance with the current production and/or commercial conditions. Likewise, in the event of a change by the customer of the contractual conditions as regulated in this document or as agreed between the parties, Rotolificio Bergamasco s.r.l. has the right to unilaterally withdraw from any agreement signed.

1.8 Rotolificio Bergamasco s.r.l. reserves the right pursuant to art. 1461 c.c., that is to suspend - in case of contracts with prolonged or deferred execution - the execution of its performance where the capital conditions of the counterparty have become such as to endanger the achievement of the consideration or where they raise doubts as to the solvency of the principal. In such cases, Rotolificio Bergamasco s.r.l. may unilaterally terminate the contract if - upon request - the contractor refuses to provide an appropriate guarantee of solvency.

2 - PRICES AND DELIVERIES

2.1 Prices are to be considered excluding VAT and are invoiced on the basis of the prices in force at the time the purchase order was placed. Any other taxes, in addition to VAT, will be applied when imposed by the legislation in force at the time of invoicing.

2.2 Delivery times are provided for information purposes and in no case may be considered binding for Rotolificio Bergamasco s.r.l., except in the event that the peremptory nature of the delivery terms is subject to explicit agreement between the parties.

2.3 Shipments will be made in DAP "Porto Franco" only for amounts greater than: Euro 700,00 excluding VAT for orders received from Northern Italy; Euro 800,00 excluding VAT for orders received from Central Italy; Euro 900,00 excluding VAT for orders received from Southern Italy and Islands. For orders of lower amounts will be automatically inserted a "Contribution shipping costs" equal to Euro 28,00 for Northern Italy, Euro 35,00 for Central Italy, Euro 40,00 for Southern Italy and Islands, unless otherwise agreed with the Sales Department of Rotolificio Bergamasco s.r.l. and for situations that will be evaluated individually.

2.4 Shipments are organized both with local and/or national shippers and through "padroncini" expressly sent by Rotolificio Bergamasco s.r.l., under the conditions agreed upon during the conclusion of the contract of sale and/or acceptance of the purchase order. In any case, Incoterms 2020 for the transport of goods shall apply to this contract. Unless otherwise agreed between the parties, the shipments are made by Rotolificio Bergamasco s.r.l. to the buyer on terms "EXW" or "Ex Fabbrica".

2.5 Where the products of Rotolificio Bergamasco s.r.l. were delivered through packaging and storage with pallets "EPAL" the recipient of the delivery is obliged to return the pallets to Rotolificio Bergamasco s.r.l. at his own expense and with his own means if not returned at the same time as delivery. If the pallets "EPAL" were not returned or were returned damaged, Rotolificio Bergamasco s.r.l. will be entitled to charge the Customer, upon notice, euro 19,00 for each pallet not returned or deteriorated.

3 - CUSTOMIZATION OF PRODUCTS AND/OR REALIZATION OF PRODUCTS OUT OF PRICE LIST

3.1 Requests for customization of standard products or for the realization of products out of price list are subject to the express approval of the Sales Department of Rotolificio Bergamasco s.r.l.

3.2 The requests for customization of standard products or the realization of products out of price list will however be listed separately and will provide a higher cost of the finished product to be paid by the customer and the payment of printing plates and/or perforation sheets necessary for the accomplishment of the work.

3.3 Printing plates and perforation sheets remain the exclusive property of Rotolificio Bergamasco s.r.l., as well as - more generally - each mould used for the production of the product to customer's request.

3.4 The cost of the printing drafts is Euro 100,00 (percent/00) for the first proposal plus Euro 50,00 (fifty/00) for each subsequent change requested by the customer. This amount represents a contribution of the customer in the costs of production that is required to the customer, in any case attributable to the purchase price of the molds or cliché, this without the express agreement of the parties to this effect.

ROTOLIFICIO BERGAMASCO S.r.l.

BERGAMO PLANT – Sede Legale

Via G. Pascoli, 7/9

24020 Gorle (BG) Italy

Tel.: +39 035 4237311

Fax: +39 035 4237302

E-mail: contattaci@errebi-srl.it

C.F. e P.IVA 00637160169

Cod. Id. CEE It 00637160169

R.E.A. 160528

Iscr. Reg. Imprese 00637160169

Cap. Soc. € 1.000.000 i.v.

MAJANO PLANT

Via S. Martino, 50/52

33030 Majano (UD) Italy

Tel.: +39 0432 947441

Fax: +39 0432 958893

E-mail: contattaci@errebi-srl.it

3.5 The costs referred to in point 3.4 above will not be invoiced if the draft follows a regular supply order. They will be invoiced instead if within 30 days from the date of the last draft proposal will not have reached no order of supply of the material object of customization.

3.6 A production tolerance of up to 10% more or less on the ordered quantities is always accepted by the customer. The relative greater price is placed to load of the customer.

4 – COMPLAINTS

4.1 Any complaints or returns (accepted in accordance with art. 4.3 below) must be made in writing within 8 days of delivery of the product.

4.2 The goods are shipped under the responsibility of the customer, that is to say those who have placed the purchase order, even when shipped in conditions other than "Exworks" (Franco Fabbrica).

4.3 No returns will be accepted when not approved by Rotolificio Bergamasco s.r.l. in writing. The shipment of authorized returns will be made or charged to the sender or with transporters sent by Rotolificio Bergamasco s.r.l.

5 – PAYMENT TERMS

5.1 Payment terms will not include discounts and will be agreed upon at the time of the conclusion of the contract of sale or the forwarding of the offer of sale and will be evident both in order confirmations and in billing.

5.2 Any payment not received by Rotolificio Bergamasco s.r.l. on the agreed date will be automatically increased - from the first day of delay - the interest for late payment, and without further notice by Rotolificio Bergamasco s.r.l.

5.3 Any proposed payment term must receive written approval from Rotolificio Bergamasco s.r.l. The client agrees to provide all the bank details necessary for the proper conduct of the transactions.

6 – LIMITATION OF LIABILITY

6.1 In any case, the liability of Rotolificio Bergamasco s.r.l. will be limited to the price paid by the customer for the products ordered on that particular occasion.

6.2 The client expressly agrees to guarantee total exemption of liability for Rotolificio Bergamasco s.r.l. in the case of direct and/or indirect damages when not caused by wilful misconduct or gross negligence of Rotolificio Bergamasco s.r.l.

7 – PRIVACY

7.1 All sensitive data acquired (pursuant to D. LGS. 196/2003, EU Regulation 679/2016 and subsequent amendments) by Rotolificio Bergamasco s.r.l. as owner of the same, will be used exclusively - also by electronic means - for the execution of all the obligations deriving from the commercial relationship between Rotolificio Bergamasco s.r.l. and its customers.

7.2 All customers of Rotolificio Bergamasco s.r.l. have the right (pursuant to art. 7 of Legislative Decree LGS. 196/2003) to request the correction, modification, integration and deletion of all the data recorded in the database of Rotolificio Bergamasco s.r.l., simply by sending a written request by fax to 035.4237302 or by e-mail to: contattaci@errebi-srl.it

8 – CASES OF MAJEURE FORSES AND EXCESSIVE COST INCURRED

8.1 Rotolificio Bergamasco s.r.l. shall under no circumstances be held liable for delays, errors, damages or other deficiencies in the performance of its obligations in the event of force majeure: wars, strikes, earthquakes, disastrous weather events, etc...

8.2 Rotolificio Bergamasco s.r.l. reserves the right, pursuant to art. 1467 of the Civil Code, in the event of contracts with continued, periodic or deferred performance, to terminate the contract where the performance becomes excessively onerous for extraordinary and unforeseeable events, including the increase in raw material costs by 15% or more of the current price at the time of conclusion of the contract. It is subject to the possibility, also on the initiative of Rotolificio Bergamasco s.r.l. In the absence of this hypothesis, the contract will be terminated with the sole communication (provided an indication of the reason that imported the excessive burden occurred) by Rotolificio Bergamasco s.r.l. In this case, subject to the due refunds, no form of compensation for the damage or indemnity resulting, even indirectly, from that termination may be claimed.

8.3 For the purposes of this article, the impossibility or the significant difficulty of supplying raw materials - by Rotolificio Bergamasco s.r.l. - is considered as "Force Majeure" and therefore suitable to send exempt Rotolificio Bergamasco s.r.l. in relation to any eventual default or delayed fulfilment of the obligation in which it should incur.

8.4 Upon the occurrence of an event attributable to Force Majeure or involving an Excessive Burden, Rotolificio Bergamasco s.r.l. undertakes to inform the contracting party promptly. The parties undertake to work together to reduce the impact of such events on pending contractual relationships. For the entire period in which the event will continue, the reciprocal contractual relations remain suspended, subject to the express determination to the contrary by Rotolificio Bergamasco s.r.l.

9 – VARIOUS NOTES

9.1 Any variation to these General Conditions of Sale will be valid only if agreed in writing between Rotolificio Bergamasco s.r.l. and its customers.

9.2 The case of modification/cancellation of any of the clauses contained in these General Conditions of Sale, will not have consequences on the other remaining ones.

9.3 The non-application by Rotolificio Bergamasco s.r.l. or its customers of the rights deriving from the clauses of these General Conditions of Sale shall not constitute a waiver of the same.

10 – APPLICABLE LAW AND JURISDICTION

10.1 Any dispute relating to contracts concluded by and/or with Rotolificio Bergamasco s.r.l. will be assigned to the knowledge of the Italian Judicial Authority - Court of Bergamo, which will decide in application of Italian substantive and procedural law. This reservation of jurisdiction and jurisdiction also applies in the case of involvement of third parties



errebi
ROTOLIFICIO BERGAMASCO s.r.l.



10.2 Any exception of jurisdiction, jurisdiction or applicable law shall be subject to express acceptance by Rotolificio Bergamasco s.r.l. The customer or supplier who, by entering into a commercial agreement with Rotolificio Bergamasco s.r.l. accepts without reservation this clause, is aware that the same prevails over any other conflicting provisions and contained in its general terms and conditions.

ROTOLIFICIO BERGAMASCO S.R.L.

The Commercial Department
ROTOLIFICIO BERGAMASCO S.R.L.

ROTOLIFICIO BERGAMASCO S.r.l.

BERGAMO PLANT – Sede Legale

Via G. Pascoli, 7/9
24020 Gorle (BG) Italy
Tel.: +39 035 4237311
Fax: +39 035 4237302
E-mail: contattaci@errebi-srl.it

C.F. e P.IVA 00637160169
Cod. Id. CEE It 00637160169
R.E.A. 160528
Iscr. Reg. Imprese 00637160169
Cap. Soc. € 1.000.000 i.v.

MAJANO PLANT

Via S. Martino, 50/52
33030 Majano (UD) Italy
Tel.: +39 0432 947441
Fax: +39 0432 958893
E-mail: contattaci@errebi-srl.it