

## **GENERAL TERMS and SUPPLY CONDITIONS**

### **1. Application terms**

- 1.1 This agreement regulates and governs the business relationships between Advanced Nonwovens Technologies s.r.l. (VAT N. IT07365630966) (hereinafter, A.N.T.) and its Customers.
- 1.2 These General Conditions, unless expressly waived in writing by the parties, apply to all orders received and confirmed by A.N.T.
- 1.3 These General Conditions are an integral part of each offer or order confirmation and will prevail over any other non-standard clause reported in forms or other documents drawn up by the Parties or by the Customer. Therefore, any provisions that differ from or conflict with these General Conditions or any purchase conditions set by the Customer will be binding for A.N.T. only if accepted in writing.

### **2. Subject of the Agreement / Products**

- 2.1 A.N.T. designs, produces and supplies the items requested by the Customer, based on prices previously agreed upon and approved (following sampling, where required), approved technical specifications and set transport methods and charges.

### **3. Orders and order confirmations**

- 3.1 Orders must always be sent to A.N.T. in writing, necessarily specifying:
  - product type;
  - quantities;
  - delivery date requested;
  - invoicing details.
- 3.2 In the case of telephone orders, the Customer will be required to sign the order confirmation for acceptance and approval.
- 3.3 The Customer, by sending the purchase / supply order, acknowledges that the aesthetic characteristics, the technical and functional specifications of the materials and/or items

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ordered have been carefully examined and meet specific requirements and, therefore, are suitable for the intended use, either directly or indirectly.

- 3.4 A.N.T. will have the right to reduce or increase the quantities indicated in the Order Confirmation to meet its packaging standards, in agreement with the Customer.
- 3.5 Purchase orders, their respective delivery schedules and packaging standards will be considered finalized at the time of transmission of the Order Confirmation by A.N.T.
- 3.6 Any additions and/or changes to orders and/or delivery requests must be communicated in writing, no later than five working days from receipt of the Order Confirmation. In the case of orders with urgent delivery, the additions and/or changes must be communicated in writing within 48 hours of receipt of the Order Confirmation. Any changes in the order received after the aforementioned terms will be processed with the timing of a new order. Any supplementary agreements made verbally will not be valid unless confirmed in writing by A.N.T.
- 3.7 Purchase orders and their respective delivery schedules, insofar they refer to specific orders, will be binding unless they are revoked by written notice within two working days of receipt of the Order Confirmation.

#### **4. Prices**

- 4.1 Prices are shown in the Order Confirmation and, unless otherwise specified, are expressed in Euro, after VAT, and include packaging suitable for shipment.
- 4.2 In any case, prices do not include customs duties, export fees or taxes, unless otherwise agreed upon between the parties.
- 4.3 Any rise in prices due to increases in the cost of raw materials or other charges will be communicated by A.N.T. in writing with recalculation of the price.

#### **5. Payments**

- 5.1 Payment methods and timing will be directly agreed upon with the Customer and reported in the Order Confirmation.

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- 5.2 In the event of late or missed payment with respect to the terms indicated in the Order Confirmation, the Customer, without the need of a specific formal notice, will be charged with default interest at the current rate established by Legislative Decree 231/2002.
- 5.3 In the event of delays or missed payments, either total or partial, by the Customer for the delivered goods, A.N.T. will have the right to suspend, until full payment of the outstanding balance, without any prior notice to the Customer, any further shipment, even if referring to a purchase order other than the one involved in the late/missed payment.
- 5.4 No claim or dispute will give the Customer the right to delay or suspend payments.

## **6. Transport and delivery**

- 6.1 Once the product has been approved, A.N.T. will agree upon with the Customer the methods and the transport charges which will be reported in the Order Confirmation.
- 6.2 Delivery will be based on the schedule agreed upon in writing between A.N.T. and the Customer and included in the order confirmation, with a tolerance of two working days.
- 6.3 An identification label will be affixed to each packaging unit, so as to guarantee full traceability.

## **7. Stocks**

- 7.1 A.N.T., once the item has been approved by the Customer, may agree upon a stock of products with the aforementioned, without prejudice to the Customer's commitment to withdraw all goods within the set time.
- 7.2 In any case, the Customer will have to use the entire stock of goods before replacing the material or making changes to it.

## **8. Invoices**

- 8.1 Italian invoices will usually be issued twice a month, including all the delivery documents for each Customer regarding the reference period; unless it is agreed upon in writing with the Customer that an invoice will be issued for each single delivery.
- 8.2 Foreign invoices will be issued for each single delivery.

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## **9. Disputes on supplies and claims**

- 9.1 Upon receipt of the goods, the Customer will examine the product supplied by A.N.T. as far as regards quantity, identity and any differences and/or damage and/or defects that can be detected externally. If a non-conformity is detected at this level, the Customer must report it in the carrier's documents and immediately inform A.N.T. in writing.
- 9.2 Should the product supplied by A.N.T., even if perfectly conforming at the time of delivery, subsequently (but in any case no later than one month after delivery), even during the manufacturing process carried out by the Customer, in any way, be affected by faults/defects, the Customer will be required to:
- a. notify A.N.T. in writing, within 48 hours of discovery, providing a complete and clear description of the non-conformity detected and must also:
  - b. indicate the lot and roll number;
  - c. indicate the delivery note number;
  - d. enclose a picture which clearly shows the non-conformity;
  - e. indicate the total quantity of the nonwoven fabric involved;
  - f. indicate the quantity of the pieces and/or meters of non-conforming product processed by the Customer;
  - g. indicate the value of the claim.
  - h. immediately interrupt the manufacturing process (manufacturing limit: 200 linear meters);
  - i. withdraw the mother roll of the nonwoven fabric and any other roll which will be identified and reported by A.N.T.
- 9.3 The material deemed to be non-conforming, even in the case of finished products, must be kept and made available.
- 9.4 After receiving the items specified above, A.N.T. will inform the Client about the following options:
- a. inspect the material claimed at the Client's Factory;

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- b. request to send an adequate sampling referring to the entire claim for analysis and/or verification purposes.
- 9.5 Should A.N.T. recognizes the non-conformity, in order to completely settle the claim, may decide to withdraw the non-conforming goods and:
- a. replace, where required, the non-conforming goods at its own expense;
  - b. alternatively, pay the customer an amount equal to the value of the non-conforming goods.
- 9.6 Unless otherwise agreed upon in writing with the Customer, A.N.T. will not accept any debt notes.
- 9.7 In any case, A.N.T. will be responsible for processing costs incurred by the Customer up to 200 linear meters of Product. If the Customer, for any reason, continues the processing of the Product over 200 linear meters, will bear the relevant processing costs.
- 9.8 In any case, A.N.T. will not accept any claims submitted after one month from delivery of the Product.
- 9.9 In any case, A.N.T. will not pay any claim management costs, which will be charged to the Customer.
- 9.10 A.N.T. will not be liable for any consequential damages.
- 9.11 In any case, the Customer must guarantee full traceability of its own products.

## **10. Warranty**

- 10.1 The warranty by A.N.T. will be provided within the limits specified in the Product Data Sheet, as established between A.N.T. and the Customer, based on a negotiation and possible sampling which the Customer, by issuing the supply/purchase order, declares to know well and approve.
- 10.2 A.N.T., within the aforementioned limits, guarantees that the products delivered are conforming to those ordered and are not suitable to meet special requirements of the Customer or third parties, unless specifically reported in the order, with written confirmation of acceptance by A.N.T.

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## **11. Changes**

11.1 Any changes or modifications to the present Conditions must be reported in a written agreement entered into between A.N.T. and the Customer.

## **12. Confidentiality**

12.1 The Customer undertakes to keep confidential and not to disclose to third parties, for the entire duration of the relationship and for a further period of three years after delivery of the last supply of each product, any commercial technical information, news concerning the organization and the production methods and, in general, all information, including deeds, documents and data of a technical, operational, administrative, economic, commercial nature, or that constitute intellectual property, of any kind (even if not specifically qualified as "confidential") of which the Customer may have become aware in the course of the commercial relationship.

12.2 More specifically, drawings, models, samples and the like may not be delivered or however made accessible to third parties.

12.3 The reproduction of these products and the use of such information are not permitted, except within the scope of the contractual agreements, or operational requirements and provisions of the law on copyright.

12.4 In any case, the purchase of products and their use, either direct or indirect, will not imply the transfer to the Customer of any intellectual property rights on the products sold.

## **13. Applicable law and court of jurisdiction**

13.1 The supply relationship between A.N.T and the Customer will be governed by Italian law.

13.2 The Court of Milan will have exclusive jurisdiction over any dispute concerning the supply relationship.

Caleppio di Settala (MI), 29<sup>th</sup> March 2019

**Stefano Merlotti**  
Managing Director



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