

**Cartiera di Bosco Marengo S.p.A.**  
**GENERAL TERMS AND CONDITIONS OF AGREEMENT**

**1. OBJECT** - The general terms and conditions hereby provided regulate and govern the contractual relationship between Cartiera di Bosco Marengo S.p.A. (c.f. / VAT n° 00267750107), with registered office in Bosco Marengo (15062-AL) via Casalcermelli 11, hereinafter referred to as "the Supplier", and the customer of the goods and / or requesting a service, hereinafter referred to as "Customer". Goods and services will be better specified and indicated in each order confirmation.

**2. ORDER CONFIRMATION** - The orders of the customer may be approved only through an order confirmation of the supplier. In case the content of the order and of the confirmation are different, the agreement will be finalized only if the customer will approve the order confirmation by signing it (prevalence of the content of the order confirmation).

**3. AGREEMENTS THROUGH AGENT** - In case of the relationship between Supplier and Customer should be carried out by an Agent, the Customer is informed that the Agent is acting on behalf of the Supplier without any power of attorney and powers of collection.

**4. UNILATERAL WITHDRAWAL** - The Supplier may unilaterally withdraw with no charge from the agreement which was finalized with the order confirmation in case of difficulties due to force majeure (problems in transport - natural disaster - war and civil disturbance - currency problems etc.). In any case, pursuant to article 1461 of the Italian Civil Code, the Supplier has the right to suspend the execution of the agreement if the solvency of the Customer will be decreased, as inferred also from defaults on a previous deliveries.

**5. DELIVERY OF GOODS - SHIPPING CHARGES - OTHER OBLIGATIONS** - Modality and place of delivery of the goods, risk attribution and charge of the transport costs will be determined in the order confirmation with ICC INCOTERMS 2010.

The delivery dates indicated in the order confirmation will be indicative and not binding for the Supplier unless otherwise expressly agreed in writing.

The Customer can not claim anything from Supplier in case of delay or non-delivery caused by strikes, riots, natural calamities or disasters or other force majeure, or to anything else not enforceable against the Supplier in good faith.

The Customer has to collect the goods once they have been placed at his disposal. The Customer has to bear the costs and expenses arising from the delayed or partial takeover of the goods.

If the Customer fails to collect the goods within 45 calendar days of the delivery date, the Supplier will be entitled to retain solved this agreement due to the act and fault of the Customer.

**6. COMPLIANCE WITH LAWS FOR THE PROTECTION OF TRADEMARKS, PATENTS OR OTHER PROTECTION OF A 'RIGHTS** - If the Customer should require the supply of goods on which should be affixed trademarks, logos and / or images and the same should be sent by the Customer, the latter has to ensure that what is provided is in accordance with the provisions of national and international legislation on patents, trademarks or otherwise for the protection of intellectual property, as well as it has to indemnify the Supplier from any prejudice could be derive from non-compliance with such requirements.

**7. TOLLERANCE ON QUANTITY DELIVERED** - The Customer hereby agrees to accept a tolerance of "+ - 5%" on the quantities delivered respect to the amount agreed upon. If the delivered goods comply with that percentage difference, the order confirmation will be considered properly carried out. In case of delivery of a quantity less than the percentage of tolerance, the Customer will be obliged to provide for the collection of the goods as advance of the supply due.

**8. LIABILITY AND WARRANTY** - The Supplier shall be liable for any fault or defect relating to the supplies and / or services carried out by the same within the limits of the value of the supply operation and the amount resulting from the bill of sale. The liability is therefore conventionally limited to the latter value, except in case of fraud. Any changes made by the customer and / or third parties to the products of the Supplier excludes any and all warranty claims. In any case, similarly to the provisions of CEPAC rules, the Customer, under risk of forfeiture and without to suspend the payment of the price if it is not yet occurred, has to report any defect and / or fault in writing no later than 5 days after delivery or, in the case of faults and / or hidden defects within 5 working days from the discovery. Following the complaint, the Customer has to keep the goods supplied to the time required for so that the Supplier may verify, directly and / or through its agents and / or through their insurance company, the assets subject to dispute. The Supplier shall not be liable, however, for faults and / or defects than six months after delivery and in any case in the event that the goods supplied have been stored in unsuitable places.

**9. PRICE** - The price of the supply of goods and / or services required will be indicated in the order confirmation, where it will specify the unit price and / or weight, and the cost of packing. In the light of tolerance laid down in Article 7, the total amount invoiced to the Customer and to pay may, therefore, be changed (up or down) on the basis of the different quantities actually delivered.

**10. PAYMENTS** - The agreed payments has to be made at the place indicated on the cover page of the order confirmation or invoice. The Supplier shall be entitled to assign, in whole or in part, the agreements with the Customer and / or credits arising from them.

**11. LATE PAYMENT** - If payment of the price should be on delay respect to the period specified in the order confirmation, the Client shall pay to the Supplier, without formal notice, interests and expenses referred to in Legislative Decree No. 231/2002. In addition to such interests, any discount given in invoice will be re-charged.

**12. SOLVE ET REPETE** - The Customer shall have no right to bring any action and / or procedural exception to the Supplier until they have paid their invoices. Any action or objection by the Customer must be preceded by an act of formal notice, to be made by registered letter with acknowledgment of receipt, where the Supplier shall allow a period equal at least to 30 (thirty) days to remedy any breach.

**13. APPLICABLE LAW - JURISDICTION** – In relation to matters not covered by these general terms and conditions of agreement and for their interpretation and implementation, the parties refer specifically and exclusively to the Italian law. For any and all disputes concerning the validity, interpretation, execution and / or termination of contracts, in accordance with the terms and conditions, as well as any other dispute even connected to it, the Court of Milan shall have exclusive jurisdiction.

.....  
**It is confirmed and underlined that at the future contractual relationship between the parties the following clauses, like the others contained in these general terms and conditions, will be enforced:**

4. (Unilateral withdrawal) 5. (Delivery of goods – shipping charges - other obligations), 7. (Tolerance on quantity delivered) 8. (Liability and warranty), 9. (Price) 12. (Solve et repete) 13. (Applicable law - Jurisdiction)