

## **GENERAL CONDITIONS OF SALE:**

These general conditions of sale apply to contracts entered between Connect Chemicals Italia S.r.l. (hereinafter "Connect"), a legal entity acting in the exercise of its business activity and its Customers (hereinafter "Buyer").

### **1. ACCEPTANCE OF THE SUPPLY –**

1.1 The offers drawn up by Connect are purely indicative and they are non-binding if not followed by the confirmation of order of Connect.

1.2 Any changes, reductions or additions to orders already confirmed by Connect will not be valid unless confirmed in writing and subsequently reconfirmed by Connect, issuing a new confirmation of order that cancels and replaces the previous one.

1.3 The supply agreement is understood to be definitively accepted and entered at the time of the issuing of this confirmation of order.

1.4 If one or more clauses of these conditions of sale are not valid, all the remaining conditions of sale will remain valid and applicable.

### **2. SCOPE OF THE SUPPLY**

2.1 Supplies include only what is expressly specified in the Connect confirmations of order and they are governed by the following conditions.

2.2 Unless otherwise agreed in writing between the parties, these conditions of sale, known and accepted by the Purchaser, apply to the supply and sale of chemical products (in hereinafter referred to as the "Products").

### **3. DELIVERY**

3.1 The delivery, according to the art. 1510 of the Civil Code, is understood to have been agreed in Connect warehouses ("ex works") and performed at the delivery of the Products to the Purchaser, the carrier or the shipper appointed by them, unless otherwise provided for in the confirmation of order.

3.2 However, if for any reason, once the Products have been prepared, delivery has not taken place for reasons beyond Connect control, delivery is understood to be at each effect and purposes performed for the purposes to be in compliance with the delivery terms and with the provisions of article 4 below with a simple notification of "ready goods" to the Buyer.

3.3 Once the delivery has taken place, according to art. 1523 of the Civil Code, all risks relating to the Products are transferred to the Purchaser.

3.4 The Purchaser or his delegate, at the delivery of the Products at the final destination, is required to check all the Products or, if unable to immediately carry out this check, to sign the document of delivery (D.D.T.) subject to control.

### **4. TERMS OF DELIVERY**

4.1 The Products prepared within the agreed terms will be invoiced and shipped to the headquarters, residence or domicile indicated by the Purchaser in the purchase order.

4.2 The delivery dates indicated in the confirmation of order correspond: in case of delivery "ex works - Connect warehouses", to the date on which the Products will be available for collection at the location indicated, by means of a specific communication from Connect sent to the Purchaser ("goods ready" notice); in case of organization of the transport service by Connect on the date of delivery of the products to the carrier or shipper. The choice between the two delivery methods will be indicated in the confirmation of order sent by Connect. In case of deliveries for loads by sea and/or air shipment, the delivery dates indicated have to be considered purely indicative.

4.3 The delivery terms are understood to be automatically extended if the Purchaser fails to punctually fulfil the contractual obligations (without prejudice to the right to Connect to terminate the contract referred to in the following article 9) and anyway if one of the following circumstances occurs:

- payments are not made on time;
- the Purchaser fails to provide all the data necessary for the execution of the supply to Connect in good time;
- the offer and/or order confirmation from Connect are not confirmed by the Purchaser in writing within 1 (one) working day of their receipt;
- the Purchaser requests changes during the execution of the supply;
- the Purchaser fails to provide in good time any materials supplied by him necessary for the execution of the order;
- the delay in delivery is due to force majeure (including, but not limited to, strikes by suppliers, carriers or carriers, etc.).

4.4 In all the cases mentioned above, Connect reserves the right to assign the Products to third party customers, without this being considered a breach of contract by Connect and without this brings to the obligation to compensate for any damages suffered by the Purchaser.

4.5 In all the above said cases, the determination of the new delivery date will be at the sole discretion of Connect, based on its internal production or material procurement needs.

4.6 The Products can be delivered by Connect in advance than the agreed date, subject to the Purchaser's consent

4.7 In case of delayed collection or delayed delivery of the Products because of the Purchaser's reasons, Connect has the right to charge the Purchaser for warehouse costs, keeping and insurance relative to the Products.

4.8 Loading/Unloading: Any delays in loading and unloading operations exceeding the limits established by applicable law will be subject to direct charge.

#### 5. PENALTIES FOR NON-COLLECTION

5.1 If Connect has notified the Purchaser in writing that the Products are ready for delivery and within 10 (ten) days following receipt of such communication from the Purchaser, the latter has not collected or taken delivery of them by organizing the relative transport or in any case has not made their delivery possible for reasons attributable to him, the Purchaser will have, for each week of delay following the 10th (tenth) day from receipt of the abovesaid communication, to pay a penalty equal to 5% (five percent) of the value of the undelivered Products, up to the maximum amount equal to 20% (twenty percent) of the value of the undelivered products.

5.2 After the 31st (thirty-first) day from receipt of the abovesaid communication by the Purchaser without the latter taking steps to deliver the Products, Connect may declare the contract terminated according to and for the purposes of art. 1456 of the Civil Code, withholding as a penalty the amounts eventually paid by the Purchaser up to that moment, up to the maximum amount equal to 20% (twenty percent) of the value of the undelivered products, and reserving the right to request compensation for greater damages caused by the Purchaser's default.

#### 6. PRICES

6.1 The prices of the Products are those shown in the confirmation of order issued by Connect and signed for acceptance by the Purchaser.

6.2 The costs for packaging are also shown in the confirmation of order. Any special packaging requested by the Purchaser will be charged separately.

6.3 Prices are intended as "ex works Connect warehouses, except as otherwise shown in the confirmation of order.

6.4 Connect reserves the right to change prices without notice according to increases in the cost of raw materials and transport, wage rates, taxes etc., without prejudice to the Purchaser's right to withdraw from the contract if the final price is higher than 10% of the originally agreed price.

#### 7. WAY OF PAYMENT

7.1 Payments have to be done within the deadline(s) set in the confirmation of order sent by Connect.

7.2 Payments have to be credited exclusively to the Connect bank details shown in the confirmation of order

7.3 Unless otherwise agreed, all payments are intended to be made in EURO.

#### 8. DELAY IN PAYMENT

8.1 In case of late payment, starting from the 10th (tenth) day of delay than the deadline shown in the invoice, the amount due to Connect will automatically be increased, without the need for written communication, by the legal interests stated by the Legislative Decree 231 of 2002.

8.2 In case of non-payment within the 10th (tenth) day from the moment in which it is due in a single instalment provided that it exceeds the eighth part of the agreed price, Connect will have the right to terminate the contract and to immediately collect the Products already delivered, retaining the sums already received as compensation, up to a sum equal to 20% of the originally agreed final price, with the obligation to return any exceeding amount.

Connect's right to reimbursement for greater damages caused by the Buyer's default remain confirmed.

#### 9. ORDER CANCELLATION - ORDER SUSPENSION

9.1 In the case of advanced payment to be paid by the Purchaser upon conclusion of the contract as stated by the article 1.3, Connect reserves the right, without any amount being paid in favour of the Purchaser as a penalty or compensation for damages, to cancel the order if this delay the payment of the advanced amount over ten (10) days from the date of signing the confirmation of order.

9.2 At any time, the execution of the supply may be suspended by Connect in case of a change in the Buyer's financial conditions according to and for the purposes of art. 1461 of the Civil Code or in the event of delayed payment of one or more instalments upon notice to the Purchaser.

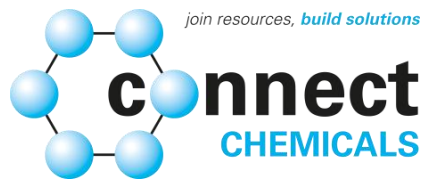
9.3 Orders are considered irrevocable, some written agreements between the Purchaser and Connect excepting

#### 10. RETENTION OF OWNERSHIP

10.1 Connect retains ownership of the Products until full payment of the price, interest and any other amounts due for other reasons.

10.2 Any act by the Purchaser which, other than explicit written consent, damages Connect property right, will oblige the Purchaser to fully compensate the damages caused.

10.3 The Purchaser does not have the right to establish real guarantees or in general to give a Product still owned by Connect as a guarantee of its debt. In the event that you do so, any monies still due to Connect will immediately become due and payable.



10.4 In the event of resale of the Products to third party sub-purchasers, authorized in writing by Connect, the original Purchaser has to inform the third party of the retention of ownership by Connect on the Products being sold.

#### 11. DISPUTES

11.1 Any contract entered by Connect is governed by the current Italian legislation.

11.2 For any dispute relating to the contracts entered by Connect, their interpretation and/or their execution, the court of Monza is the one exclusively concerned.

11.3 Any disputes regarding the Products do not exempt the Purchaser from observing the payment conditions, the contractual terms and any other provision stated in this document.

### **INFORMATION ACORDING TO ART.13 GDPR 679/2016 (European regulation on the protection of personal data)**

Dear Customer, this information is provided to natural person customers and to natural persons who operate in the name and on behalf of legal person customers, according to the article 13 GDPR 679/2016 (European regulation on the protection of personal data).

1) **IDENTITY AND CONTACTS OF THE OWNER:** The owner of their treatment is Connect Chemicals Italia Srl with registered office in Via Torri Bianche, 9, CAP 20871 Vimercate (MB) – VAT number 02926320967. Tel: +390396080207; email: [privacy@connectchemicals.com](mailto:privacy@connectchemicals.com)

2) **PURPOSE AND LEGAL BASIS OF THE TREATMENT:**

A - Your personal data are processed without your express consent art. 6 lett. b), e) GDPR), for the following purposes: execution of obligations arising from a contract of which you are a part or to fulfil, before and after the execution of the contract, your specific requests;

fulfilment of legal obligations of an administrative, accounting, civil, fiscal nature, regulations, EU and non-EU legislation; customer management (data acquisition and pre-contractual information, customer administration, reliability and solvency control for possible prevention fraud, insolvency and/or default, contract administration, orders, shipments and invoices); litigation management (contractual breaches; warnings, transactions, debt collection, arbitration, legal disputes);

B - Your personal data are processed only with your specific and distinct consent (art. 7 GDPR), for the following purposes: management and access control at our site;

Send you via e-mail, mail and/or sms and/or telephone contacts, newsletters, commercial communications and/or advertising material on products or services offered by the Data Controller and detection of the degree of satisfaction with the quality of the services;

Send you via e-mail, post and/or sms and/or telephone contacts, commercial and/or promotional communications from third parties (for example, business partners, insurance companies, other companies connected to the Data Controller).

We point out that if you are already our customer, we will be able to send you commercial communications relating to the Owner's services and products similar to those you have already used.

3) **WAYS OF TREATMENT:** the data will be processed through paper and electronic systems and we ensure you that we have implemented all the measures deemed necessary and/or appropriate to maintain the integrity of the data, to prevent loss, even accidental, as well as unauthorized access.

4) **RECIPIENTS OF PERSONAL DATA:** the personal data processed will not be disclosed but communicated to well-defined subjects. On the basis of the roles and duties performed, internal and external personnel is entitled to processing within the limits of their competences and according to the instructions given to them by the Data Controller. The same data may be communicated to subjects entitled to have access according to the provisions of the law, regulations and standards, to mail delivery companies, banks and credit institutions, debt collection companies, law firms, insurance companies, IT equipment maintenance companies, professional firms/companies providing accounting, fiscal, tax services, self-employed/occasional consultants, agents.

5) **DATA TRANSFER:** the Data Controller does not transfer personal data to third countries; however it reserves the right to use cloud services and in this case the service providers will be selected from those who provide adequate guarantees, as required by articles 44 - 46 GDPR 679/16.

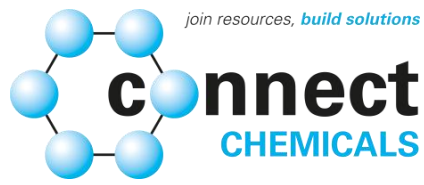
6) **DATA RETENTION:** The Data Controller will process personal data for the time necessary to fulfil the abovesaid purposes and in any case for no more than 10 years from termination of the relationship for the Service Purposes and for no more than 2 years from the collection of data for the Marketing Purposes. At the end of the periods shown, the data will be cancelled and/or made anonymous

7) **RIGHTS OF THE INTERESTED PARTY:** according to articles 15 right of access, 16 right of rectification, 17 right of cancellation, 18 right to limitation of treatment, 20 right to portability, 21 right to opposition and 22 right to oppose the automated decision-making process of the GDPR 679/16, the interested party can exercise his rights writing to the Data Controller at the above address or by email at [privacy@connectchemicals.com](mailto:privacy@connectchemicals.com)

8) **WITHDRAWAL OF CONSENT:** with reference to art. 7 of the GDPR 679/16, the interested party can revoke the consent given at any time.

9) **RIGHT TO PROPOSE A COMPLAINT:** the interested party has the right to send a complaint to the Supervisory Authority of the Country of residence.

10) **PROVISION OF DATA:** the provision of complete personal data and the email address for sending administrative documents is mandatory on the basis of obligations of law, regulations, standards and conditioning the possibility of correctly and effectively fulfilling the contractual obligations assumed; therefore any refusal to provide data will make the fulfilment of the contractual taken obligations impossible; the consent instead to the sending of advertising material, to carry out market research, to carry out promotional activities is optional.



11) CHANGES: The Data Controller may make changes to this Privacy Policy, also in order to incorporate changes in national and/or European legislation, to adapt to technological innovations or for other reasons. Any new version of this Privacy Policy will be published on the Website. Any changes will in any case be communicated to Users via IT methods/tools. In the event that substantial changes are made to this Privacy Policy with a change in the purposes of processing and/or the categories of data processed, Connect Chemicals Italia Srl will inform the User, requesting the consent necessary for this purpose