

General

F.A.T.A. srl is a 60 years' old business specialized in production of metal hermetic seals for glass jars, mechanical stoppers for bottles, metal hooks intended for industrial varnishing and metal handles. The main used materials are iron and steel, polypropylene and polyethylene, thermoplastic rubbers, and silicone. Our products comply to hygienic and food safety requirements, according to EU legislation.

Art. 1 Validity and Scope

Scope of this document is to regulate commercial relationships with our customers. This document was approved by leadership, according to good faith and due diligence, ex art. 2236 c.c..

These general terms and conditions are integrated part into commercial agreement, as reported in order confirmations.

Following modifications must be validate only by written and derogate all previous agreement.

Art. 2 Orders' validity

Orders must be validated only by written and must specify information where of Art. 2.1. Whenever this information won't be at disposal, the order will be not considered. If F.A.T.A. needs other information to ensure compliance of products, this information must be at disposal within 7 days, otherwise order will be deleted.

Art. 2.1. Order request

Written order requests must specify following information:

1. Product category
2. Quantity and timing
3. Intended use and specific conditions
4. Dimensional parameters and related tolerances of final jars.

Art. 2.2. Feasibility assessment

In the specific case of new products, F.A.T.A. s.r.l. will conduct a feasible study, referring to its professional experience and capability. It is possible to produce a trial sampling that customer must approve only by written and that will authorize production starting.

Art. 2.3 Products' validation

Whenever it is necessary to validate the product, customer must send a sample, so that F.A.T.A. s.r.l. will execute on it all type of tests. Whenever it is necessary to validate the product, customer must send a sample, so that F.A.T.A. s.r.l. will execute on it all type of tests. If a sample is not at disposal, F.A.T.A. s.r.l. will produce a sampling that customer must approve only by written and that will authorize production starting. Whenever customer will involve professionals for doing any technical evaluation, all costs will be pay by him; also, even if product will not comply after its validation, all costs for technical evaluation will be pay by him. Each dimensional or technical modification after validation process, won't be taken in charge by F.A.T.A. s.r.l. and produced goods must be paid as agreed.

Art. 3 Pay and conditions

All payments shall made through Ri.BA.. If necessary, F.A.T.A. could demand payment in advance at starting production. Any payment modification will be authorized only by written.

Goods prices are expressed in the order confirmation, but it is possible that, force majeure, for example including but not limited to, the increasing priced of raw materials, transportation services, or any other production event, could determine an increasing sell price. This increasing must be expressed by written to

customer, without revisioning order confirmation.

Art. 3.1

If deferred payment is agreed and customer doesn't respect due dates, consequent will produce forfeiture of terms and the immediate collectability of the entire amount with interest payment at 8%, pursuant art. 5 D. Lgs. n. 231/2002.

Art. 4 Claim management

Each claims relating goods must be communicated by 8 days by good's receiving.

In the particular case of packaging defects, if customer doesn't reserve the right to control during good's receiving, those defects won't be taken in charge by F.A.T.A. s.r.l..

When hidden functional defects occur, they will be communicated by 8 days from their discovery but absolutely limited a year by good's receiving.

Customer must send noncompliance samples to permit necessary evaluations.

Those evaluations will be done with due diligence, in accordance with customer's interests.

Whenever it is necessary to execute analytical tests on noncompliance products, related costs will be paid by customer; if customer refuse to pay those costs, he will lose any right of recourse. If customer doesn't send noncompliance samples will lose any right to refund.

Art. 5 Delivery and timing

Good's transportation will be a customer liability, except different agreement by written. F.A.T.A. s.r.l. provides an adequate goods' packaging. Other packaging's solutions needed will be paid by customer. In case of damages during transportation F.A.T.A. won't be directly liable and customer will

dispute to transportation supplier.

Customer is furthermore liable in case of damages to goods during unloading operations, if not considering information as from description into technical sheet.

Delivery timings are not peremptory. However, F.A.T.A. s.r.l. engages itself to comply with them.

Other delivery delays caused by force majeure, won't be considered for indemnity requests or for broken of the terms of the agreement.

Art. 6 Communication

All products comply pursuant art. 7 of the regulation (EC) n. 2023/2006 and are accompanied by all necessary documents of compliance. Customer's request relating to other documents, will be disposable only in discretionary way by F.A.T.A. s.r.l. because of its non-mandatory character pursuant to law, as described in internal document PGS/00/01/A/04.

Art. 6.1 Second part audit

F.A.T.A. s.r.l., by agreement places and timings for inspection, will decide to satisfy audit requests by customers. Customer must send to F.A.T.A. s.r.l. audit evidence reports pursuant to good faith principles, accountability, and communication along food chain. Such suggestions or requests following audit, won't be mandatory; F.A.T.A. s.r.l. will decide if implement them.

Art. 6.2 Analysis management

F.A.T.A. s.r.l. conducts on products all analytical tests to legal compliance. Other analysis tests requested by customer will be paid by him and test report must be sent to F.A.T.A. s.r.l. respecting to intellectual property and business know-how. This test report won't be seen, communicate or sent to third parties, without by our written authorization.

Art. 7 Privacy defence

All data are treated and achieved with the exclusively scope of fulfillment to tax legislation, referring to storage of billing data pursuant to Italian D. Lgs. 196/2003.

Art. 8 Applicable law

All how not expressed in this document, postpones to Italian applicable laws, referring to the particular and concrete situation, subject of any dispute.

Art. 9 Jurisdiction

For each dispute, Reggio Emilia Jurisdiction is exclusively competent, with clear exclusion of other Jurisdictions established by law, alternatively.

