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brianpack
smart handles for carton boxes

Brianpack S.r.l.
GENERAL TERMS AND CONDITIONS OF SALE – Ed. 1/2026

Art. 1 GENERAL PROVISIONS

These general terms and conditions govern all current and future sale/supply contracts between the parties, save for any derogations for a specific case expressly agreed in writing between the parties. Any derogations from these terms agreed between Brianpack and its customer shall apply only to the individual supply to which they refer and shall not deprive these terms as a whole of effect, which shall therefore continue to govern present and future relations between the parties, except for what has been specifically agreed in writing for the specific case. Brianpack shall under no circumstances be considered a contractor (*appaltatore*) towards the Buyer, the parties having intended to subject their relationship to the rules governing sale (Articles 1470 et seq. of the Italian Civil Code), with the express exclusion of the rules governing contracts for work and services (*appalto*, Articles 1655 et seq. of the Italian Civil Code), which may not be invoked by the Buyer, not even by analogy. By specifically approving this article pursuant to Articles 1341/1342 of the Italian Civil Code, the Buyer waives the right to rely on its own general terms and conditions against Brianpack and accepts that Brianpack may unilaterally amend the content of these general terms and conditions, with effect for all subsequent contractual relations with the same Buyer.

Art. 2 FORMATION AND SUBJECT MATTER OF THE CONTRACT. ORDERS CANCELLATION OF ORDERS. NEW ORDERS AND ADDITIONS

Orders must be sent by fax or e-mail.

Brianpack will only accept written purchase proposals that are complete in every part (Buyer's company name, address, VAT number, telephone, fax, item code if any, etc.).

Purchase proposals are not binding on the Seller, and orders shall be deemed accepted only after Brianpack has sent its offer and the Buyer has accepted it in writing by returning Brianpack's offer stamped and signed where required. Only the text of the offer signed by the Buyer and held by the Seller shall be binding between the parties. Brianpack's acceptance of the order may also consist in its performance. Any change in quantity or type of product compared to the order confirmation signed by the Buyer must be accepted in advance by the Seller. If the order has not yet been put into production and the change requested by the Buyer is therefore possible, the order shall be subject to the order confirmation procedure (order – offer – accepted offer). The Buyer's order constitutes a firm and irrevocable purchase proposal. No order may be cancelled without the Seller's written consent. The Seller's right to claim compensation from the Buyer for damages arising from the cancellation of orders remains reserved in any case. All orders in addition to the main supply shall always be subject to these general terms and conditions of sale. Additions to a purchase proposal relating to a supply for which Brianpack has agreed in writing with the Buyer special conditions derogating from some clauses of these general terms shall be subject to the general supply rules set out herein, unless otherwise agreed in writing by the parties. The Supplier may delegate to third parties, in whole or in part, the performance of the works covered by this Contract, without prejudice to its joint liability towards the Buyer. The Supplier may likewise assign to third parties the receivables arising from this contract. Prices agreed for materials and any ancillary services are not fixed and unchangeable until completion of the supplies; this also applies in cases of supervening hardship (Articles 1467 of the Italian Civil Code for supplies and 1664 for ancillary services) where such cases depend on commercial, wage or monetary trends: the Buyer acknowledges and declares that it has taken this into account when placing the order with Brianpack. Design documents, including executive drawings, prepared by Brianpack and its collaborators in relation to the supply shall remain the exclusive property of Brianpack, and the Buyer shall use them confidentially and exclusively.

Art. 3 DELIVERY AND DELIVERY TERMS

Deliveries may be interrupted, suspended or cancelled by the Seller at any time, without any obligation to pay damages. In particular, the Seller may cancel or modify the payment terms granted to the Buyer if the Buyer does not provide the promised guarantees or if, in the Seller's sole judgement, the Buyer's commercial, economic and financial references, even if subsequent to the start of the supply, do not offer adequate guarantees for its successful completion, or in the event of unpaid amounts, including those relating to supplies other than the suspended one. In such case the Buyer shall be obliged to collect, if not already done, against full and simultaneous payment, the goods prepared, under penalty of enforcement pursuant to Article 1515 of the Italian Civil Code and compensation for damages.

Should the Buyer request Brianpack to deliver the supply directly, the risks and costs of transport shall be borne by the Buyer, the latter to be paid to Brianpack before transport takes place. Delivery of the goods never includes unloading, which remains the Buyer's responsibility.

Delivery times are indicative only and not binding, expressed in working days from the date of acceptance by Brianpack. Any delays attributable to the Supplier with respect to the agreed schedule, if less than 60 days, shall not give rise to compensation for damages nor to cancellation or reduction of the order, and unforeseen events such as strikes, power cuts, fires, transport difficulties, machine breakdowns, difficulties in the supply of raw materials, etc., constitute force majeure for the Seller. If goods ready for delivery are not delivered for reasons not attributable to the Seller, payment terms shall nevertheless run from the notice that the goods are ready, and storage costs shall be borne by the Buyer, the Seller being released from any liability for fire or damage.

The Buyer shall notify any failure to deliver the products to the destination indicated in the transport document, or any delivery to a place other than that indicated in such document.

If, before performance, the fulfilment of Brianpack's obligations has become – for any reason unforeseeable by an entrepreneur of the sector with normal experience – excessively onerous in relation to the originally agreed consideration, so as to alter the relationship by 20% or more, Brianpack may request a revision of the contractual conditions or, failing agreement, declare the contract terminated.

Material produced and not collected for reasons not attributable to Brianpack shall, unless otherwise agreed between the parties, be invoiced at the end of the month in which it was made available to the Buyer, net of any transport and installation.

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Art. 4 TRANSPORT. PACKAGING AND RETURNS

Goods travel at the Buyer's risk unless otherwise agreed in writing. For all purposes, delivery of the goods shall be deemed made upon delivery to the carrier or forwarder, and the contract shall always be deemed concluded at the Seller's registered office, even if negotiations were conducted by Agents, who shall always be deemed to have no power of representation or to collect payments on the Seller's behalf. The provisions of the second and third paragraphs of Article 3 above remain unaffected.

Packaging of the goods sold complies with the regulations for both road and sea transport. Packaging other than the Seller's standard shall entail a price increase to be agreed upon ordering.

In the absence of specific agreements for special packaging, the Seller shall pack according to its own practice, which the Buyer acknowledges to be performed in a workmanlike manner. The Seller will not accept the return of such packaging, unless there are specific agreements for special packaging, pallets or other.

Brianpack does not accept returns of goods unless expressly authorised in advance in writing.

If Brianpack authorises the return of products in writing, they must be returned in their original packaging on a suitably identified pallet. Returned goods must be accompanied by a return transport document indicating the quantity and description of the returned items. Returns not authorised by Brianpack will be refused and sent back at the sender's expense, who will also be charged the collection costs.

Any customs codes provided by the Seller and/or Exporter are indicative and in no way constitute a guarantee of the correct customs classification of the products in the country of destination. The Buyer and/or Importer is solely responsible for verifying the applicable customs classification and for the payment of duties, taxes, levies and any other charges connected with the import of the goods.

Art. 5 COMPLAINTS. PAYMENTS AND LOSS OF THE BENEFIT OF THE TERM

To be valid, complaints of any kind and complaints regarding apparent defects must be made by registered letter sent directly to the Seller's registered office or by certified e-mail (PEC) within the mandatory term of 8 days from arrival of the goods, the contract being a contract of sale and not a contract for work.

Brianpack reserves the right to modify, without any obligation of notice, the technical and aesthetic characteristics of its products in line with ongoing technological development, in any case guaranteeing the quality of the material sold.

Once the material has reached the Buyer's premises, it shall be deemed accepted and approved by the Buyer upon signature of the transport document, both as to quality and number of pieces and accessories. The Seller assumes no liability for shortages or alteration of materials after delivery for any reason.

The consignee undertakes to examine the goods carefully upon delivery and to record in writing any non-conformities or transport damage. Missing, damaged or tampered packages must be expressly indicated on the transport document before it is signed by the consignee, and a copy must be promptly sent to Brianpack, under penalty of forfeiture of the Buyer's rights, no later than 3 working days after delivery. Generic reservations will not be accepted by Brianpack. For the purposes of this article, the consignee of the goods prepared by Brianpack shall always be deemed to have power to represent the transferee.

Complaints regarding invoices must be made in the same way within the mandatory term of 8 days from receipt of the invoice, which shall be issued within the legal term or the term agreed between the parties. Unless otherwise specifically agreed in writing regarding payment terms, payments shall always be deemed due "immediately upon invoice". Any lack of conformity not detectable upon inspection of the goods at delivery must be reported by the Buyer, under penalty of forfeiture, by registered letter or certified e-mail (PEC) sent directly to the Seller's registered office within the mandatory term of 8 days from the time the goods were made available to the Buyer.

No other form of notification of defects and/or lack of conformity of the goods sold shall interrupt the forfeiture term unless made in the forms set out in the preceding paragraphs.

No compensation and/or indemnity is due to the Buyer for alleged damages arising from plant downtime while waiting for and during repair work, whether carried out under warranty or against payment. Payments are valid only if made directly to the Seller's registered office, and any delays shall be subject to interest at the rate provided by Article 5 of Italian Legislative Decree 231/2002. Such interest rate shall be deemed contractually applicable also to a Buyer without a VAT number and, in any case, to a Buyer acting for purposes outside its business activity. Payments may never be suspended or delayed – not even in part – for any reason, and the Buyer may not raise any objection before having correctly and fully fulfilled its payment obligation. The Seller may, pursuant to Article 1460 of the Italian Civil Code, suspend production of the goods and/or refuse to perform its obligations in any case of failure by the Buyer to pay the price in full (or an instalment of the price where deferred payment has been agreed), even if relating to supplies other than the suspended one. Set-off against any claims of the Buyer towards Brianpack is not permitted without the Seller's written authorisation. Once the payment terms set out in the order have expired, the Seller is authorised to issue bank receipts (Ri.Ba.) without further notice, with the related costs charged to the Buyer. Any tax exemptions or benefits must be specifically notified by the Buyer when placing the order; otherwise the Seller shall apply the ordinary statutory rates. The signatory of the order is liable for payment of the supply even if ordered on behalf of third parties, jointly with them. The signature at the foot of the order binds the signatory jointly with the Buyer named in the order without time limit, in express derogation from Article 1957 of the Italian Civil Code.

In the case of payment by instalments, failure to pay even a single instalment shall cause the immediate and automatic loss of the benefit of the term for the subsequent instalments, and the Seller may demand the entire agreed price, even if relating to different orders. The issue of bills of exchange and, more generally, of credit instruments, and any commercial agreements between the parties, shall not constitute a novation of the original payment obligation.

Art. 6 RETENTION OF TITLE

Title to the goods/products supplied by Brianpack is retained by the Seller, and the Buyer is expressly prohibited from transferring, selling or incorporating the goods into real property until full payment of the invoice, even if settled by bills of exchange, i.e. until their actual payment. In the event of the Buyer's default, the payments made shall be retained by the Seller as compensation for dismantling costs, depreciation of

material and transport, without prejudice to further damages, in derogation from Article 1526 of the Italian Civil Code and without the possibility of reduction by the Court. The Seller is authorised to inform interested third parties of the contract and of the retention of title agreement concluded with the Buyer upon receipt of the purchase proposal. The Buyer is obliged, under penalty of compensation for damages to the Seller, to inform any of its successors in title of the existence of the retention of title agreement between the parties.

Art. 7 SELLER'S OBLIGATIONS. SCOPE OF THE WARRANTY

Where specifically agreed in writing, the Seller shall be responsible for any works supervision at the plant and during installation, as well as for the declaration of conformity of the materials sold with the specifications requested by the Buyer and/or by law. Any works supervision at the plant and during installation by Brianpack shall not constitute grounds for applying to the relationship between the parties the rules on contracts for work instead of those on sale.

Brianpack warrants that the materials conform to the agreed qualities, drawings, technical specifications or samples; in any case, such qualities shall not be lower than those established by official standards or by recognised bodies for the quality mark. The Supplier warrants the correspondence of the materials, their good quality and their normal performance. Brianpack does not warrant the fitness of the products for any particular use or purpose of the Buyer or its customers, nor any characteristics other than those expressly agreed in writing (such as, by way of example, ergonomics, ease of removal or of grip), unless expressly stated in the signed order confirmation. The Buyer shall allow the Seller all customary tolerances on dimensions and accessory types of the material supplied. Should the product supplied by Brianpack be unusable due to material defects or other causes objectively attributable to the Seller, the Seller undertakes to repair and/or replace it as soon as possible or, if repair and/or replacement is impossible, to reduce the agreed price, any other right or claim of the Buyer on any ground whatsoever being excluded, within the limits set out in Article 7-bis below. The amount of the reduction of the price paid by the Buyer to Brianpack shall never exceed 50% of the price agreed for the product in dispute and in any case the determination of the reduction shall be left to the assessment of third-party experts appointed by Brianpack; furthermore, Brianpack gives no warranty as to the compatibility of the products with other products, materials or equipment used by the Buyer.

Complaints received in a manner other than that provided for in Article 5 "COMPLAINTS. PAYMENTS AND LOSS OF THE BENEFIT OF THE TERM" shall not be considered. Any credit shall be granted only after the Seller has authorised the collection, received back the contested goods and verified the grounds of the complaint. If the analysis of the returned material shows that the grounds of the complaint are not attributable to the Seller, the Buyer shall not be entitled to any credit. All items supplied by the Seller are warranted for quality and workmanlike manufacture for 24 months from the date of delivery. Repair costs incurred by the Buyer itself without the Seller's prior specific written authorisation shall not be recognised.

Art. 7-bis LIMITATION OF LIABILITY. APPLICATION OF THE PRODUCTS. PRIOR VERIFICATION

1. In no event shall Brianpack's total liability, on any ground whatsoever – contractual or non-contractual, for one or more related claims – exceed the price actually paid by the Buyer for the handles or products in dispute, without prejudice to the remedies and limits set out in Article 7.

2. The following are in any case expressly excluded, by way of example and without limitation: damage to boxes, packaging, cases and to any material or product of the Buyer or of third parties to which the handles are applied; damage to the contents of the boxes and to the packed goods; costs of labour, replacement, reworking and repacking; costs of collection, recall, sorting, destruction and disposal; transport and storage costs; damage from production stoppage or business interruption; loss of profit, loss of margins, contracts, customers or goodwill, damage to reputation and any other indirect or consequential damage; penalties and claims of third parties, including the Buyer's customers and the brand owners on whose behalf the Buyer manufactures.

3. The application of the handles to the boxes, including by means of applicators, machines or equipment supplied, rented or lent free of charge by Brianpack, takes place under the sole responsibility, direction and control of the Buyer, who is responsible for the choice and suitability of the board and of the box, the setting and operation of the applicator, the training of personnel and the quality control of the finished product. Any technical instructions, settings, tests or assistance provided by Brianpack are merely a form of cooperation and do not entail any assumption of liability for the result of the application, unless otherwise agreed in writing.

4. In the case of first use of an item, of a new or modified item, or of a change in the boxes, the board or the application conditions, the Buyer shall, before starting series production and before delivering the finished product to its customers, verify the suitability of the handles and of their application by means of samples or a pre-series, where appropriate submitting it for approval to its own customer. The start of series production and/or the delivery of the finished product to third parties shall constitute final acceptance of the product and of its suitability for the use intended by the Buyer, who may not subsequently contest characteristics of the product that were known or could have been known through the prior verification.

5. The limitations set out in this article shall not apply in cases of wilful misconduct or gross negligence of Brianpack (Article 1229 of the Italian Civil Code), nor to liability for damage to persons caused by defective products under Articles 114 et seq. of Italian Legislative Decree 206/2005 and the applicable EU product liability rules, nor in any other case in which the law does not permit them to be limited.

Art. 8 BUYER'S OBLIGATIONS. TESTING

Where the supply consists of material not mass-produced by Brianpack and in any case where the material supplied by Brianpack is to be incorporated into and/or used within the Buyer's production layout, the Buyer shall first provide the Seller with evidence that the tolerances, working standards of its machinery and anything else have been adapted to the specifications requested by Brianpack. In any case Brianpack shall not proceed with any production or supply without prior written acceptance of the executive drawings which, duly countersigned, must be returned in original to the Seller within 10 days of their delivery to the Buyer. If the Buyer fails to accept the executive drawings, it shall be precluded from raising any objection regarding non-conformity of the work performed with the design and, in any case, regarding failure to achieve the performance expected from the machinery sold, without prejudice to Brianpack's right to suspend performance of the supply pursuant to Article 1460 of the Italian Civil Code. All tests, including performance tests, of the material supplied and sold by Brianpack shall be

borne by the Buyer, unless otherwise specified in writing in the order. In that case, the fee for the test shall not be deemed included in the price of the supply in the order and shall be paid separately by the Buyer, by direct remittance upon simple written request by the Seller. Declarations of conformity of the materials sold with the specifications requested by the Buyer and/or by law, as well as test certificates, shall be delivered by the Seller to the Buyer only upon full payment of the entire supply covered by the order.

The Buyer acknowledges that in the case of A) Supply of a complete plant: responsibility for the declaration of conformity and for affixing the CE marking lies entirely with the Supplier Brianpack; B) Supply of a partial plant (so-called "partly completed machinery"): Brianpack shall draw up the manufacturer's declaration relating to what has been supplied. The identification of the project manager who shall affix the CE marking to the entire work cell, with the related charges, such as preparation of documentation, etc., shall be the responsibility of the Buyer. The Supplier shall always have the right to declare that it is unable to put the supplied machinery into operation until the CE marking has been affixed or, in any case, if the Buyer has not previously complied with Article 3, paragraph 7, of Italian Legislative Decree 17/2010 (so-called "*Machinery Directive*").

If the Buyer fails to collect the goods, Brianpack shall be free to sell the subject of the supply to any other interested customer.

Art. 9 INTERPRETATION. AMENDMENTS. LANGUAGE

Any reference to Brianpack's general terms and conditions or other information material shall be deemed to refer to the documents in force at the time of the reference, unless otherwise specified. These general terms and conditions, in the version in force from time to time, are published on the website www.brianpack.it and are referred to in Brianpack's offers, order confirmations and transport documents; a copy may be requested at any time from info@brianpack.com. Save as provided for in these general terms and conditions, any amendment made by the parties to the contracts to which these general terms and conditions apply must be made in writing, under penalty of nullity. A derogation from one or more provisions of these general terms and conditions shall not be interpreted extensively or by analogy and shall not imply an intention to disapply the general terms and conditions as a whole. The invalidity of one or more clauses of these terms shall not deprive the terms as a whole of effect, which, save for the invalidated clause, shall continue to govern present and future relations between the parties. These general terms and conditions are drawn up in Italian and English. In the event of any discrepancy or difference in interpretation, the Italian version shall prevail.

Art. 10 JURISDICTION. GOVERNING LAW. DISPUTES. COMPETENT COURT

All supplies and contracts concluded while these general terms and conditions are in force shall be governed by Italian law, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980), and shall be subject to the exclusive jurisdiction of the Italian courts as identified in the following paragraph.

For any dispute concerning the interpretation, performance or termination of contracts concluded while these general terms and conditions are in force, the Justice of the Peace (*Giudice di Pace*) and/or the Court of Monza (Italy), according to the value of the dispute, shall have exclusive jurisdiction, with the express exclusion of all other alternative and/or concurrent fora provided for by Articles 18 et seq. of the Italian Code of Civil Procedure, even if payment is agreed by bank receipt (Ri.Ba.) or bills of exchange payable at the debtor's domicile, and this may not be derogated from even in case of third-party claims or for reasons of connection or joinder.

ACCEPTANCE OF THE ABOVE GENERAL TERMS AND CONDITIONS

_____ BUYER'S STAMP AND SIGNATURE	_____ DATE

SPECIFIC APPROVAL OF CLAUSES

The party placing the above order declares that it is fully aware of the general terms and conditions of supply Ed. 1/2026 applied by Brianpack and, by signing below, specifically approves, also pursuant to Articles 1341 – 1342 of the Italian Civil Code, the clauses set out in Articles 1 "GENERAL PROVISIONS", 2 "FORMATION AND SUBJECT MATTER OF THE CONTRACT. ORDERS. CANCELLATION OF ORDERS. NEW ORDERS AND ADDITIONS", 3 "DELIVERY AND DELIVERY TERMS", 4 "TRANSPORT. PACKAGING AND RETURNS", 5 "COMPLAINTS. PAYMENTS AND LOSS OF THE BENEFIT OF THE TERM", 6 "RETENTION OF TITLE", 7 "SELLER'S OBLIGATIONS. SCOPE OF THE WARRANTY", **7-bis "LIMITATION OF LIABILITY. APPLICATION OF THE PRODUCTS. PRIOR VERIFICATION"**, 8 "BUYER'S OBLIGATIONS. TESTING", 9 "INTERPRETATION. AMENDMENTS. LANGUAGE", 10 "JURISDICTION. GOVERNING LAW. DISPUTES. COMPETENT COURT".

_____ BUYER'S STAMP AND SIGNATURE	_____ DATE