

General Terms and Conditions

Table of Contents

1. DEFINITIONS	2
2. EFFECTIVENESS OF THE GENERAL TERMS AND CONDITIONS OF SALE	2
3. PURCHASE OF THE PRODUCTS	2
4. LABORATORY TESTS	3
5. PRICES AND PAYMENT TERMS	3
6. SHIPMENTS	4
7. ORDER INVOICING	4
8. ON-LINE SALES	4
9. WARRANTY FOR LACK OF CONFORMITY	6
10. RETURN INSTRUCTIONS	7
11. LIMITATIONS OF LIABILITY	7
12. INTELLECTUAL PROPERTY, TRADEMARK AND CONFIDENTIALITY	7
13. FORCE MAJEURE	7
14. DATA PROTECTION	7
15. LEGISLATIVE DECREE 231/2001	8
16. GOVERNING LAW AND DISPUTE RESOLUTION	8

1. DEFINITIONS

In addition to the provisions set forth elsewhere herein, the following terms shall have the meanings set out below:

- **Client:** means any natural or legal person purchasing the Products;
- **Consumer Code:** means Italian Legislative Decree No. 206 of 6 September 2005, as amended;
- **General Terms and Conditions:** means these general terms and conditions of sale;
- **Contract:** means the contract for the sale of the Products;
- **Grifal:** means Grifal S.p.A., tax code 04259270165, with registered office in Cologno al Serio (BG), Via XXIV Maggio 1;
- **Confidential Information:** means all non-public information (obtained orally, in writing and/or in electronic format) owned by Grifal and relating, in particular, to technical documents (projects, designs, samples, formulas, images or diagrams, data sheets or any other paper or digital material), tolerances, drawings and/or technical specifications, and more generally to know-how, inventions, laboratory processes, trademarks, patents, industrial models, ornamental models or designs, research activities, production systems, trade secrets, production processes, industrial, IT and commercial procedures and techniques, as well as any other information qualified as confidential or which, based on the circumstances of its disclosure, must be considered confidential, irrespective of any explicit designation as such;
- **Offer:** means any offer issued by Grifal to the Client for the supply of Products;
- **Order:** means any purchase order submitted by the Client to Grifal in writing or through the dedicated online form;
- **Product:** means the products manufactured and sold by Grifal;
- **"Website":** means the website www.packinpro.shop.

- 1.2. The use of the singular shall include the plural and vice versa, whenever permitted or required by the context.

2. EFFECTIVENESS OF THE GENERAL TERMS AND CONDITIONS OF SALE

- 2.1. Every Offer and every delivery of any Order performed by Grifal is governed by these General Terms and Conditions.
- 2.2. These General Terms and Conditions regulate the purchase of the Products, including purchases made remotely and made available through online channels, in compliance with applicable Italian law and, where applicable, the Consumer Code.
- 2.3. These General Terms and Conditions replace any prior commitments, agreements, promises, proposals or statements—whether oral or written—contained in correspondence or communications exchanged between Grifal and the Client prior to the purchase of the Products.
- 2.4. These General Terms and Conditions may be updated, supplemented or amended at any time by Grifal, which shall provide prompt notice thereof through the pages of the Website or its corporate website www.grifal.it. Such updates, amendments and/or supplements shall apply exclusively to purchases made after their publication. Purchases and the rights arising therefrom are governed by the General Terms and Conditions in force at the time of their completion.
- 2.5. Each article of these General Terms and Conditions shall be interpreted separately and independently from the others. Should one or more articles be declared invalid or unenforceable pursuant to applicable law, such invalidity/unenforceability shall not affect the remaining articles, which shall continue to be valid and binding between Grifal and the Client. Grifal shall retain the right to replace the invalid or unenforceable article(s) with provisions deemed compliant with applicable law. The fact that Grifal does not exercise any right under these General Terms and Conditions at any time shall not be construed as a waiver of such right in the future.

3. PURCHASE OF THE PRODUCTS

3.1. Offers

Offers issued by Grifal to the Client are valid for thirty (30) days unless a different validity period

is expressly indicated in the Offer. After such term has expired, Grifal reserves the right not to accept Orders based on an expired Offer and/or to modify the terms of the Offer.

3.2. Order

In compliance with the terms set forth in the Offer, the Client shall submit a written Order to Grifal. By submitting the Order, the Client undertakes, on a binding basis, to purchase the Products indicated therein.

The Client shall always indicate in the Order the quantity and quality of the Products it intends to purchase, with particular attention to any technical features essential to the suitability of the Products for their intended use, as well as any accessory services required (e.g., laboratory tests).

3.3. Order Confirmation

The sales Contract shall be considered concluded only upon Grifal's transmission of the Order Confirmation. Accordingly, Offers and Orders shall have no binding effect unless confirmed by Grifal by means of the relevant Order Confirmation.

4. LABORATORY TESTS

- 4.1. Where the Offer provides for the performance of laboratory tests, such provision shall refer to a single test session unless otherwise expressly specified.
- 4.2. Samples must be delivered complete with all materials necessary for their correct functioning. Where multiple samples are sent, they must be clearly identified by the Client in order to ensure the correct execution of the tests. All costs and expenses relating to packaging and transportation shall be borne exclusively by the Client. Should any samples arrive damaged, Grifal shall promptly notify the Client and await their replacement.
- 4.3. The tests necessarily involve the manipulation and handling of the samples, which may therefore undergo alterations, damage, or complete destruction. The Client hereby releases Grifal from any and all liability in this respect and waives any right to claim compensation.
- 4.4. It is the Client's responsibility to provide Grifal with all information required to carry out the tests safely; failing such information, the Client shall be deemed fully liable for any damages to persons or property arising from the execution of the tests.
- 4.5. The Client shall arrange for the collection of the samples within thirty (30) days from the issuance of the test/analysis report. After such term, the samples shall be disposed of and all related disposal costs shall be charged to the Client.
- 4.6. Under no circumstances shall Grifal be held liable for any damages, costs, or expenses that the Client may incur as a result of the use of the data and/or results of the tests performed.

5. PRICES AND PAYMENT TERMS

- 5.1. The prices applicable to each Order are those indicated in the Order Confirmation or, in the absence thereof, those contained in the price list in force on the date Grifal receives the Order.
- 5.2. Unless otherwise agreed, the prices of the Products do not include VAT or any other taxes, duties, levies, charges and/or assessments. Any customs duties, as well as any additional taxes, duties or levies applicable in the country of destination, shall be borne entirely by the Client.
- 5.3. Prices do not include shipping costs. Shipping costs shall be indicated in the Order Confirmation.
- 5.4. Unless otherwise agreed in writing between the Parties, payments shall be made under the conditions specified in the Order Confirmation.
- 5.5. Failure to pay, or delay in payment, at the agreed due date shall entitle Grifal to charge default interest on all outstanding and unpaid amounts, calculated at the applicable statutory rate increased by five (5) percentage points, without prejudice to Grifal's right to claim further damages.
- 5.6. Grifal may also invoke Articles 1460 and 1461 of the Italian Civil Code and suspend any ongoing deliveries relating to one or more confirmed Orders if the delay in payment undermines Grifal's confidence in the Client's ability to duly perform its obligations. Grifal shall also have the right to terminate the sales Contract pursuant to Article 1456 of the Italian Civil Code.
- 5.7. Grifal further reserves the discretionary right to modify the payment terms previously agreed with the Client for one or more confirmed Orders in the event of any delay, even partial, in payments.

6. SHIPMENTS

- 6.1. The shipment service is entrusted to third-party carriers. All delivery times indicated are approximate; therefore, Grifal shall not be held liable for any delays in the delivery of the Product compared to the delivery date stated in the Order Confirmation.
- 6.2. The Client is strictly obliged to accept and/or permit delivery of the Products covered by the confirmed Order. If delivery is unsuccessful under the terms and methods established by the assigned carrier, the Product shall be returned to Grifal, which will inform the Client accordingly. The Client may request a new shipment—entirely at its own cost—within five (5) days from receipt of such notice.
- 6.3. If a delay in the delivery of the Products is attributable to the Client, Grifal shall have the right to update the price of the Products listed in the Order Confirmation to reflect any increases that may have occurred in the meantime.

7. ORDER INVOICING

- 7.1. Unless otherwise agreed in writing, all invoices are payable at the due date by bank transfer to Grifal's banking coordinates.
- 7.2. The Client (whether a professional or a company) is responsible for providing accurate invoicing data and is expressly informed that, if the invoice is not requested at the time the Order is placed, it will not be possible to request it afterwards.

8. ON-LINE SALES

8.1. Registration on the Website

A Client intending to purchase Grifal Products through the PackInPro online platform (the "Website") may create an account enabling access to the full set of features offered by the platform. Account creation is not mandatory for purchasing Products.

In any event, to create an account or purchase Grifal Products, the User must be at least eighteen years of age, possess the legal capacity to enter into contracts, and use the Website in compliance with the terms and conditions published thereon. It is strictly prohibited to provide false identities or inaccurate contact information. Grifal reserves the right to cancel Orders placed using false data and to refund any Orders not yet fulfilled.

8.2. Personal Data

Personal data provided during registration shall be processed in accordance with the methods and terms detailed in the Privacy Notice available on www.grifal.it.

8.3. Purchase Procedure

To purchase Products, the Client must provide the personal and shipping information necessary for the fulfillment and delivery of the Product, including name, surname, telephone number, delivery address and—if different—billing address, as well as select a payment method from those available.

8.4. Order Confirmation

By confirming the purchase and proceeding with payment, the Client will be required to review these General Terms and Conditions and accept them in full. Upon receipt of the Order, the Client will receive an email confirmation at the address provided during registration containing all purchase details (identification number, Client information, Product information, total price, payment method, shipping address).

8.5. Pricing and Shipping Costs

The prices of the Products do not include VAT or any other applicable taxes, duties, levies, charges or assessments. Any customs duties or other taxes applicable in the country of destination are entirely at the Client's expense.

Prices do not include shipping costs, which will be indicated in the Order summary before the Client proceeds with Order submission.

8.6. Shipping

Products purchased on the Website will be delivered via courier. Delivery times may vary depending on the destination specified by the Client and are in any case indicated on the Website. The shipment service is entrusted to third parties, and delivery times are approximate. Therefore, Grifal shall not be liable for any delays in delivery compared to those indicated on the Website or

in the Order Confirmation.

Once the Products purchased online have been shipped, the Client will receive a confirmation email containing the carrier details and a tracking code enabling shipment monitoring directly on the carrier's website. The Client is advised to check the relevant email inbox, including spam folders, before contacting Grifal's customer service.

The Client is strictly obliged to accept delivery of the Product pursuant to the purchase agreement. If delivery is unsuccessful under the carrier's terms and methods, the Product will be returned to Grifal, which will inform the Client. The Client may request a new shipment—entirely at its own cost—within five (5) days from receipt of such notice.

If the Client fails to act within such term, the agreement shall be deemed terminated and Grifal will refund the amount paid, net of any expenses incurred.

8.7. Online Payments

The Client may purchase Products directly through the Website. The charge of the total amount due shall occur upon transmission of the Order.

Payment may be made using any of the payment methods displayed on the Website at the time the Order is finalized.

The Client acknowledges that the payment service is developed and entirely managed by third parties; therefore, Grifal shall not be liable for any service malfunctions, errors, or delays preventing payment completion.

Credit card data (cardholder name, card number, expiration date, security code) and access credentials for payment applications are encrypted and managed exclusively by the payment provider. Grifal does not access or store such data or credentials, even when the Client saves them for future payments via their browser.

8.8. Invoicing

For Website purchases made by a professional or a business entity, it is possible to request an invoice during the Order process by providing the necessary billing details, including tax code and/or VAT number, PEC address or SDI code.

Invoices shall be issued in electronic format and transmitted to the Client's designated exchange system (SDI).

8.9. Right of Withdrawal for Consumers

This section applies exclusively to Clients who qualify as "consumers" pursuant to Article 3 of the Consumer Code. Where the purchase is made using a VAT number, the right of withdrawal may not be exercised.

The consumer Client has the right to withdraw from the contract, without giving any reason, within fourteen (14) days from the date of delivery of the Product purchased on the Website.

The right of withdrawal is excluded for products made to measure or clearly customized.

To exercise the right of withdrawal, the Client must promptly inform Grifal of its decision to withdraw from the contract by means of a declaration to be sent to the following email address: customercare@grifal.it, attaching the Order Confirmation sent by Grifal at the time of purchase and indicating the date of delivery of the Products.

If the Client exercises the right of withdrawal, the Client is obliged to return the Products without undue delay and in any case **within fourteen (14) days** from the date on which it notified Grifal of its intention to withdraw from the contract, in accordance with the terms and conditions set out in Article 10 below.

In the event of withdrawal, pursuant to Article 56 of the Consumer Code, Grifal shall refund, without undue delay and in any event no later than fourteen (14) days from the date on which Grifal receives the returned Product in perfect condition, the amount paid for the purchase of the Product(s), net of shipping costs. The refund shall be made using the same payment method used for the initial transaction, unless otherwise expressly agreed. In any case, the Client shall not incur any costs as a result of such refund, without prejudice, as stated above, to the shipping costs of the return.

8.10. Information on the Website

Information relating to Products provided through the Website is constantly updated.

Grifal reserves the right to modify, supplement or update any information relating to its Products

at any time, without prior notice, including after an Order has been confirmed.

9. WARRANTY FOR LACK OF CONFORMITY

9.1. Warranty Period

Since Grifal Products are perishable materials, they are warranted for **six (6) months** with respect to qualitative aspects and mechanical performance, and for **twelve (12) months** with respect to functional performance, provided that the storage conditions indicated below are respected ("**Warranty Period**"). Products must be stored in a dry environment, properly packaged, and not exposed to direct light sources.

Any specific uses of the Products must be agreed with Grifal in advance and expressly stated in the Order.

9.2. Forfeiture Deadlines

Any claim relating to the Products ("**Claim**") must be notified in writing to Grifal no later than **eight (8) days** from delivery in the case of apparent defects or non-conformities, and no later than eight (8) days from discovery in the case of hidden defects. In any case, all rights of the Client to notify Claims to Grifal shall cease upon expiration of the Warranty Period.

Each Claim, in order to be admissible, must necessarily indicate the Order number and the transport document relating to the allegedly non-conforming Product(s) and must provide adequate supporting documentation (including photographs) demonstrating the non-conformities being asserted.

Any Claims concerning the mechanical and/or chemical and/or physical characteristics of the Products, identified through laboratory tests, must be submitted by the Client to Grifal, under penalty of forfeiture, within eight (8) days from the date of delivery.

9.3. Forfeiture Deadlines — Consumer Client

If the Client qualifies as a "**consumer**" under Article 3 of the Consumer Code, Grifal shall be liable for any lack of conformity—within the limits of the Warranty Period—if the defect is notified and documented in writing within **two (2) months** from delivery in the case of apparent non-conformities, or within two (2) months from discovery in the case of hidden defects.

9.4. Exclusions

The warranty does not apply to defects and/or non-conformities arising from transportation, improper use, or inadequate storage, or in general negligent, imprudent, or unskilled handling considering the nature and characteristics of the Products.

The following shall not be considered defects of conformity:

- (a) dimensional variations of the Product within ± 3 mm;
- (b) quantity variations of:
 - i. 30% for Orders up to 500 pieces;
 - ii. 20% for Orders up to 3000 pieces;
 - iii. 10% for Orders exceeding 3000 pieces;
- (c) Product characteristics required by mandatory legal provisions or binding regulations;
- (d) defects resulting from incorrect use, improper use, or use not compliant with the instructions on the Product packaging or on the Website;
- (e) defects resulting from improper storage or accidental events (e.g., impact, fall, accidental breakage, incorrect packaging, storage in humid or unventilated environments, or exposure to direct light sources).

9.5. Remedies

In the event of a lack of conformity, the Client may request, at its choice: (i) replacement of the Product; (ii) a proportional price reduction; or (iii) termination of the Contract. In all cases, the Client must return the Product to Grifal.

The Client may not request termination of the Contract where the defects are minor.

9.6. Warranty Assistance Request

Warranty assistance requests must be submitted in writing via email to: customercare@grifal.it, indicating the defect, the date on which it appeared, and providing photographic or video documentation. Grifal will respond within ten (10) business days from receipt of the Client's communication. Grifal may request further information and/or documentation to verify the existence and nature of the defect. If Grifal confirms the defect and determines that it falls within

the legal warranty, it will provide written instructions on how to return the Product.

Submitting a warranty request does not entitle the Client to return the Products without Grifal's prior written authorization. If Grifal authorizes the return, such authorization shall never constitute an admission of liability.

Any recourse against Grifal relating to non-conformities is in all cases limited to the value of the affected Products. No other compensation of any kind shall be available.

10. RETURN INSTRUCTIONS

- 10.1. In all cases where the Client must return Products to Grifal, the Products must be returned in the same condition in which they were delivered, complete with all parts, components, accessories, labels, and packaging; wherever possible, the original packaging must be used, or if not possible, suitable packaging that protects the Products from damage or alteration.
- 10.2. Grifal reserves the right to inspect returned Products and to reject the warranty request if the Products do not meet the above requirements.
- 10.3. The Client is liable for any decrease in the value of the Products resulting from handling other than what is necessary to determine the nature, characteristics, and suitability of the Product.
- 10.4. In the event of transport damage occurring during the return shipment, Grifal will notify the Client within five (5) business days from receipt of the goods, enabling the Client to file a claim with the carrier. Damaged goods will be made available to the Client for pickup, and the warranty request will be cancelled.

11. LIMITATIONS OF LIABILITY

- 11.1. Except in cases of wilful misconduct or gross negligence, compensation for any damages suffered by the Client is limited exclusively to damages directly connected to the proper use of the Product. Compensation for indirect damages—such as, by way of example, damages resulting from delay, improper use, or any use not compliant with the Product's intended purpose—is expressly excluded.
- 11.2. In any case, the maximum (aggregate) liability of Grifal—without prejudice to cases of wilful misconduct or gross negligence—for any reason or cause whatsoever connected to and/or arising from the Products, their sale, manufacture, and/or the Contract (including but not limited to contractual liability, non-contractual liability, and product liability), shall not exceed twice the value of the Order.

12. INTELLECTUAL PROPERTY, TRADEMARK AND CONFIDENTIALITY

- 12.1. The purchase of the Products and their subsequent direct or indirect use shall not entail the transfer to the Client of any Intellectual or Industrial Property Rights ("IPR") relating to the Products, all of which shall remain the exclusive property of Grifal.
- 12.2. The Client shall use Grifal's trademarks, names, or other distinctive signs only with prior authorization from Grifal, and solely for the purpose of identifying and promoting the Products, it being understood that such use is carried out exclusively in the interest of Grifal.
- 12.3. The Client may not register, nor cause to be registered, any trademarks or other IPR relating to the Products.
- 12.4. The Client may not disclose Confidential Information to third parties—even after the termination of this Contract for any reason—nor may the Client use Confidential Information for purposes unrelated to this Contract.

13. FORCE MAJEURE

- 13.1. Grifal shall not be considered in default toward the Client due to delays or failure to perform its obligations where such delays or failures result from any event beyond Grifal's reasonable control (so-called "force majeure").
- 13.2. In the presence of a force majeure event, Grifal reserves the right to terminate the Contract, in whole or in part, or to postpone delivery of the Products to a date later than originally established, without the Client being entitled to any indemnity.

14. DATA PROTECTION

- 14.1. In performing the services governed by these General Terms and Conditions and by the Contract, Grifal undertakes—and the Client is likewise bound—to process personal data in compliance with Regulation (EU) 2016/679, according to principles of fairness, lawfulness, transparency, and in accordance with applicable security measures.
- 14.2. By signing these General Terms and Conditions, the Client declares to have received and reviewed the privacy notice pursuant to Article 13 of the GDPR, made available by Grifal on its website at: <https://www.grifal.it/data-protection-policy/>

15. LEGISLATIVE DECREE 231/2001

- 15.1. The Client declares to be aware of Italian Legislative Decree 231/2001 and undertakes not to engage in—nor allow its directors, employees, or collaborators to engage in—conduct that may constitute any of the offences contemplated therein. Violation of this undertaking shall constitute a material breach, entitling Grifal S.p.A. to terminate the Contract pursuant to Article 1456 of the Italian Civil Code, without prejudice to Grifal’s right to compensation for any damages suffered.

16. GOVERNING LAW AND DISPUTE RESOLUTION

- 16.1. These General Terms and Conditions are governed by Italian law.
- 16.2. For any dispute concerning the interpretation, performance, or termination of the sales contract and these General Terms and Conditions, exclusive jurisdiction shall lie with the Court of Bergamo, to the exclusion of any other potentially competent court.
- 16.3. If the sales contract is concluded with a Client who qualifies as a “consumer” pursuant to Article 3 of the Consumer Code, exclusive jurisdiction shall lie with the court of the Client’s municipality of residence.
- 16.4. A Client qualifying as a “consumer” under Article 3 of the Consumer Code may resort to alternative dispute resolution procedures (ADR) as set forth in Articles 141 to 141-decies of the Consumer Code. The European Commission’s Online Dispute Resolution platform is available at: <http://ec.europa.eu/odr>

Cologno al Serio, [•] GRIFAL S.p.A.

The Client declares to have read and accepted these “General Terms and Conditions”.

[Place], on [Date]

Acceptance pursuant to Articles 1341 and 1342 of the Italian Civil Code

The Client **specifically approves the following clauses:**

- Art. 2.1 and 2.4 — Effectiveness of the General Terms and Conditions;
- Art. 3.2 and 3.3 — Formation of the Contract;
- Art. 4.3, 4.4 and 4.6 — Liability for laboratory tests;
- Art. 5.5, 5.6 and 5.7 — Late payments;
- Art. 6.1 and 6.3 — Delivery time and delays;
- Art. 8.5, 8.6 and 8.7 — Online Sales: pricing, shipment, payments;
- Art. 9.2, 9.3, 9.4 and 9.6 — Forfeiture deadlines and warranty exclusions;
- Art. 10.1 and 10.4 — Product return procedures and transport damage;
- Art. 11 — Limitation of liability;
- Art. 13.2 — Effects of force majeure events;
- Art. 15.2 — Competent court.

[Place], [Date]
