

General conditions of sale and delivery

These conditions of sale are applied and integrant part of all the tenders, sales and deliveries of thermoplastic resins (hereinafter defined as “goods”)

1. Stipulation of a sale contract

Any order of goods as received by our Sales Office constitutes a definitive and enforceable order, except otherwise communicated by Febo, either if it is acquired by phone or in writing (fax, e-mail) and it will be processed based on the existing terms agreed with the customer.

2. Sale price

Sale price shall be defined when the order is received or in a second time, anyway within the month related to the delivery as indicated into the order, according to the agreements between the Parties.

3. Invoicing and payment

The invoiced quantity is that ascertained at the departure site. Should the goods are collected by the Buyer from a warehouse as agreed by the Parties, the quantity shall be that showed into the bill of lading released from the same warehouse.

In case of failed payment at the agreed expiration date, FEBO will start with the procedures for debt collection, which may lead to the block of the ongoing orders, and anyway the insolvent customer shall be informed in writing on the matter.

4. Claim

FEBO shall be informed regarding any possible problem that may be evidenced on the goods in writing and not later than 3 working days after the criticality has been discovered. The goods in question shall be kept at FEBO disposal in adequate areas in order to protect them by external factors; the intervention of a FEBO technical representative, with or without the producer's presence, shall be authorized to facilitate the investigation aimed to the evaluation of the warning veracity for the not compliant product.

5. Delay in collection

In the case that the Buyer does not collect the goods within the terms as agreed by the Parties, FEBO can opt freely for the following possibilities:

- a. FEBO can require the further collection of the goods, by reserving itself the right to invoice, in addition to the price as agreed into the sale contract, any damages and/or interest (stocking costs, financing, etc.)
- b. FEBO can terminate the sale contract and require a reimbursement for damages, more precisely by the invoicing of the difference between the price as agreed with the Buyer and the market price or just the price to which the goods have been sold actually (considering the lower amount).

6. Force Majeure

FEBO cannot be deemed responsible for not to be respectful of its obligation of delivery, when it is due to facts independent by its will, i.e. strikes, order block by producer's part, conflicts in job matters, fires, explosions or atmospheric events, notwithstanding the adoption of all the necessary measures, as these are unforeseen and out of any control causes.

7. Partition of goods in case of supply problems

FEBO has the right to make available the goods in separated disposals at its sole discretion to its Buyer or other customers and they cannot terminate the sale contract, nor require any kind of relevant compensation/interest.

8. Term of use

The Buyer warrants that the product shall be used in the correct way and is responsible towards FEBO for any damage arising from the improper or any other use of the product, if different from what the same product is provided for.

9. Court of jurisdiction

The competent Court is that of Pistoia district, with exclusive competence of its courts, for any dispute may arise from these conditions and/or the sale contract with the Buyer.

10. Information Note about processing of personal data according to Art. 13 Reg. EU 2016/679 and D.lgs. dated 30.06.03 No. 196

FEBO, as owner, shall process the data relevant its customers by electronic and/or manual form, according to the principles of legitimacy and correctness and with respect of Art. 13 Reg. EU 2016/679 and D.lgs. No. 196/2003. Data may be used by FEBO, directly or through third parties as trusted service providers (Banks, Credit Institutions, Insurance Companies, companies for the administrative and/or information technology services management, companies for debt collection, etc.), acting as connected procedure owners or responsible for processing, exclusively in order to carry out the relevant law obligations, included those related to accounting and revenue, and the contract obligations as assumed by them. Considering the existing telematic and computer connections and/or correspondence between FEBO and the above mentioned persons, data may be transferred abroad. According to art. 7 of D.lgs. No. 196/2003 the customer has the right, among other, to know its processed personal data and to require their integration, rectification or cancellation, upon contact with FEBO.

The whole Information Note is available to the following link:

<http://www.febo.it/privacy/>