

GENERAL TERMS AND CONDITIONS OF SALE

(Rev.01 - 10.2026)

1. Scope of Application and General Provisions

These General Terms and Conditions shall prevail over any other terms, clauses and provisions, including general terms, wherever contained, and over any document relating to sales, including quotations, orders and order confirmations between Iso.Stamp. Isolanti Stampati S.r.l. (the "Seller") and the purchaser (the "Customer"), unless exceptions or deviations are expressly agreed in writing by Iso.Stamp. or otherwise agreed.

Any amendments to these General Terms and Conditions must be made in writing, failing which they shall be null and void.

The sales contract, and likewise an order, shall be deemed concluded upon dispatch of the Order Confirmation or upon commencement of direct performance pursuant to Article 1327 of the Italian Civil Code.

The Seller reserves the discretionary right to accept, ratify or reject transactions and sales proposals submitted by authorised commercial agents or sales representatives, which shall therefore be deemed subject to the clause "subject to approval".

The Customer shall promptly provide the drawings and technical specifications required to manufacture the product. The Seller shall not be liable for the technical accuracy of such documents.

2. Obligation to Review the Order Confirmation

The Customer shall promptly review the Order Confirmation received. Unless written objections are raised within 3 working days, it shall be deemed accepted in full, particularly as regards item codes, revisions, quantities, prices, delivery terms and technical specifications.

3. Changes Requested by the Customer

Any changes requested by the Customer after acceptance of the order may result in changes to prices, delivery times, tooling costs and sampling costs. Such changes shall in no way be binding on the Seller, which reserves the right to accept or reject them and to issue the Customer with a proposal or an Order Confirmation.

4. Delivery Terms

Delivery terms shall refer to the applicable delivery arrangements (for domestic deliveries within Italy) or INCOTERMS 2020© and shall be stated in the quotation and invoice. Failure to collect the goods within the agreed time limits shall not affect the Seller's right to receive the agreed price, plus any charges, interest and costs incurred for storage of the goods.

In the event of a delay in delivery attributable to the Seller, the amount of any recoverable damages, without prejudice to the requirement for strict proof pursuant to Article 2697 of the Italian Civil Code, shall be limited to a maximum of 1% of the value of the product or, in the case of multiple-item consignments, solely of the products delivered late, with express waiver of any claim for additional damages.

Title to the product shall pass only upon payment in full of the consideration due under the contract.

Where the Customer requests additional goods to be held in stock for immediate delivery, if the Customer fails to collect the goods within the deadlines and in the quantities agreed from time to time, or fails to meet the relevant payment deadlines, the Seller may demand immediate collection of all stored goods and payment of the full price, as well as payment for any procurement already planned and any further storage and/or disposal costs.

5. Dimensional and Manufacturing Tolerances

The dimensional and functional characteristics of the products are subject to normal manufacturing tolerances and to variations arising from the inherent characteristics of the raw materials and from moulding, thermoforming, expansion, cutting and laminating processes. Unless otherwise agreed in writing, the tolerances stated in the technical drawings shall prevail; in their absence, the tolerances normally accepted in the industry shall apply.

6. Moulds, Tooling and Technical Changes

Moulds and tooling manufactured or purchased by the Seller shall remain its property unless otherwise agreed in writing. Any financial contribution by the Customer shall not entail a transfer of ownership. If no orders are placed for 5 consecutive years, the Seller may request instructions; if no response is received within 60 days, the Seller may proceed with withdrawal from use, destruction and disposal.

7. Samples and Production Approval

Written approval of samples, prototypes or pre-production items shall constitute acceptance of the approved characteristics. No subsequent complaints may be raised concerning aspects already approved, except in the event of deviations from the approved samples.

8. Prices and Payments

The prices stated in the Order Confirmation issued by the Seller or in the contract between the parties shall apply. The Seller may unilaterally amend such prices by written notice in response to subsequent changes in production or procurement costs.

Unless otherwise specified, the price shall be understood to cover goods with standard packaging as stated in the quotation, and any other expenses (e.g. special packaging), charges, taxes, transport and insurance shall be borne by the Customer.

The Customer shall pay the Seller the price within the terms stated in the contract and in the currency specified therein. Any bank charges or fees shall be borne by the Customer.

9. Late Payment or Non-Payment

In the event of late payment or non-payment, the Seller shall issue a payment reminder specifying a deadline. If payment is not made by that deadline, the Seller shall be entitled, without further notice to the Customer, to suspend ongoing supplies relating to all consignments and orders for the Customer until all outstanding amounts and expenses have been paid in full, including statutory default interest, legal costs and costs arising from non-payment. The Customer shall have no right to any supplementary payment, compensation or damages, including in respect of production stoppages.

10. Seller's Warranties

The Seller warrants that the products conform to, and within the limits of, the specifications set out in the technical drawings, contractual documents and any referenced certifications for a period of 12 (twelve) months from the delivery date. The warranty shall lapse and shall not apply in the following cases: (i) improper use, lack of or inadequate maintenance, or improper storage of the products by the Customer; (ii) work, repairs, maintenance or tampering carried out by third parties without the Seller's prior authorisation; (iii) damage attributable to acts of the Customer or third parties; (iv) in any event, where the Customer has not paid the sale price in full.

The Seller warrants compliance of the materials with the regulatory requirements of REACH, RoHS, POPs and PPWR, solely to the extent supported by its suppliers' declarations and the available technical documentation. Unless otherwise agreed in writing, the Seller shall have no obligation to carry out additional testing or obtain further certifications. The Customer remains responsible for verifying the suitability of the product and compliance with regulations specific to the country of destination or the end application.

11. Complaints and Returns

Any non-conformities must be reported in writing within 30 (thirty) days of delivery of the Products, accompanied by a description of the defect and appropriate supporting documentation (photographs and/or other evidence). (Email: isostamp@isostamp.com)

No returns shall be accepted without ISOSTAMP's prior written authorisation. Products authorised for return must be returned within 8 (eight) days of authorisation.

If ISOSTAMP acknowledges the non-conformity, it may, at its sole discretion:

- repair the Products;
- replace the Products;
- issue a credit note;
- authorise disposal of the Products at the Customer's premises.

Where disposal is authorised, the Customer shall provide adequate evidence of disposal if requested by ISOSTAMP.

12. Liability

The Seller shall not be liable for faults or defects arising from designs, drawings or technical instructions prepared or submitted by the Customer or its appointed representative. The Seller shall likewise not be liable for damage arising from transport arranged at the Customer's expense.

The Customer shall be solely responsible for ensuring that the products comply with the laws of the country of destination and for promptly informing the Seller of any changes required, sufficiently in advance and in any event no later than 30 (thirty) working days before the estimated delivery date. In such circumstances, the Seller may withdraw from the contract and retain any advance payments received, including as a confirmatory deposit, up to the amount of any expenses incurred on behalf of or in the interest of the Customer.

The Customer declares that it has assessed the technical suitability of the product. Except in cases of wilful misconduct or gross negligence, the Seller shall not be liable for indirect or consequential damages (loss of production, loss of profit, plant downtime, recalls, penalties, etc.). The Seller's total liability, if any, shall not exceed the value of the disputed supply.

13. Know-How and Confidentiality

By submitting an order or signing the contract, the Customer undertakes to maintain confidentiality and not to disclose technical and commercial information, including applicable price lists, obtained from the Seller throughout the term of the contract and for the following 2 (two) years. The Seller does not authorise the use of confidential information for purposes unrelated to, or in any event not previously disclosed in connection with, the principal contract, and reserves the right to take any appropriate action, including legal proceedings, to protect its know-how.

The sales contract does not cover trademarks, inventions, projects or related drawings developed by the Seller, which shall remain the Seller's exclusive property. All economic rights and rights of use and commercial exploitation in the works and inventions shall belong to the Seller.

Drawings, CAD files, prototypes, technical quotations, samples, tooling and technical documentation shall remain the exclusive property of the Seller and may not be reproduced or disclosed without written authorisation.

14. Customer's Intellectual Property

The Customer warrants that it holds the rights to the drawings, trademarks, patents and technical specifications supplied to the Seller and shall indemnify and hold the Seller harmless against any claims brought by third parties.

15. Fortuitous Events and Force Majeure

The Seller shall not be held liable for any failure, including partial failure, or delay in performing any of its obligations where a force majeure event is established (e.g. pandemic, war, military mobilisation, insurrection, requisition, international sanctions, seizure, embargo, general strike, labour disputes, lockdown, transport, port or airport disruptions, natural calamity, disaster, fire, industrial disaster and similar events, including those affecting its supply chain for necessary components), or where any other unforeseeable or unavoidable impediment arises or performance becomes unreasonably onerous.

The Seller shall promptly notify the Customer of the occurrence or cessation of the force majeure event. New deadlines for performance shall be mutually agreed between the Seller and the Customer, without prejudice to either party's right to terminate the contract if the force majeure event persists for more than 270 days, in which case neither party shall incur additional charges or acquire supplementary rights.

16. Availability of Raw Materials and Supply Chain Continuity

If events beyond the Seller's control cause procurement difficulties, unavailability of components, exceptional cost increases, supply chain disruptions or similar circumstances, the Seller may amend delivery terms, propose a price adjustment or temporarily suspend performance of the order. Failing agreement, either Party may withdraw from the unperformed portion without entitlement to damages.

17. Governing Law and Jurisdiction

These General Terms and Conditions and the individual commercial contracts and/or orders referred to herein shall be governed by Italian law. Any dispute concerning the interpretation, performance or fulfilment of the contract and these General Terms and Conditions shall be submitted to the Court of Treviso.

18. Severability

Should one or more provisions of these General Terms and Conditions be declared null, invalid or unenforceable, in whole or in part, this shall not affect the validity and enforceability of the remaining provisions, which shall remain fully binding on the Parties. Where necessary, the Parties undertake to replace the invalid provision with a valid provision that pursues, as far as possible, the same economic and legal purpose.

19. Processing of Personal Data

The data collected shall be used for purposes connected with the performance of the Contract, in accordance with EU Regulation 2016/679 and Italian Legislative Decree 196/2003, as amended by Legislative Decree 101/2018. The Customer may exercise the rights provided for therein in accordance with the procedures set out in the relevant privacy notice.

Specific Approval of General Clauses pursuant to Articles 1341 and 1342 of the Italian Civil Code:

The Customer declares that it knows, understands and approves the following clauses:

1. Scope of Application and General Provisions – Validity and Precedence of these General Terms and Conditions

10. Seller's Warranties – Limitations and Forfeiture of Rights

17. Governing Law and Jurisdiction

Place _____ Date _____