

1. General Terms and Conditions of Sale - All sales and supplies of paper products and services (the "Products") by Sincrocart S.r.l. (the "Seller") shall be deemed to have been made and carried out pursuant to these general terms and conditions of sale (the "Conditions") and any transmission of orders implies full acceptance of the Conditions by the buyer (the "Customer"). Any exceptions to the Conditions will apply only if expressly approved in writing by the Seller in the order confirmation document ("Order Confirmation"). Unless otherwise agreed in writing, the Conditions always prevail over any general conditions of purchase of the Customer, regardless of the temporal order of their sending and/or receipt of the general conditions of purchase by the Seller.

2. Orders and Order Confirmations - The Seller, upon receipt of the Customer's request for supply, will send the Order Confirmation, which has the value of a contractual proposal. The contract shall be deemed to have been concluded as an alternative: (i) upon receipt by the Seller of a copy of the Order Confirmation signed for acceptance by the Customer, or (ii) in case of failure to send the Order Confirmation signed and/or if for any reason the Order Confirmation has not been prepared, with the beginning of the execution of the order by the Seller, and in particular with the beginning of the management of the order by the Seller (e.g. third party procurement orders, logistics organization, etc.). The Customer may in no case cancel the order made to the Seller. Before the conclusion of the contract, the Seller will always be free to accept or reject orders, and therefore In case of non-acceptance of one or more orders, the Customer may not claim compensation or compensation of any kind, for any reason or reason. The Customer has the duty to verify all the data in the Order Confirmation and to immediately report in writing any error or anomaly. Changes or variations must be specifically agreed in writing and apply only to the order to which they relate, provided that the Conditions apply to all orders.

3. Object of supply - The supply includes only the Products and services specified in the Order Confirmation; any additional services must be agreed in writing and remunerated separately. Where the Products require particular characteristics for the uses and/or transformations to be performed, it is the sole responsibility of the Customer to make an explicit and documented request.

4. Terms of Delivery - The terms of delivery, even if resulting in writing, are intended as approximate in favour of the Seller, cannot in any way be considered essential and do not in any way bind the Seller. The Customer agrees that any delay in the delivery of the Products with respect to the date indicated, albeit in an approximate way, does not represent a default of the Seller and in any case can never give rise to any indemnifiable damage, for no title or termination of the contract. In any case, the delivery is subject to timely execution of the agreed payments that have already expired and therefore the Seller, in case of outstanding by the Customer, may at any time suspend the performance of its services until all the invoices already expired are paid, immediately interrupting any further supply even if related to other contracts; this however without prejudice to the compensation of the damage.

5. Transport - The cost of transport must be included in the sale price of the Products, unless otherwise indicated in the Order Confirmation. Nevertheless, the Seller fulfils its

performance by delivering the Products to the carrier; from that moment, for all sales, even if the supplies were agreed "free of charge" FOB or C&F, the risk of impairment or impairment is transferred to the exclusive charge of the Customer, who in any case takes note of the fact that the Products travel without the coverage of any insurance guarantee. Notwithstanding the foregoing, the Customer is in any case obliged, in the event of failures or losses that have repercussions on the Products delivered or to be delivered, to advance all related reservations to the carrier upon receipt of the Products, by having them noted in writing on the transport documents or on the invoice exhaustively (the "Annotation of the Reserves") and then to notify the Seller, within 48 hours of receipt of the Products, by registered letter a.r. or pec. All complaints relating to the transport of the Products must be addressed exclusively to the transporters and/or to the paper mills that have organized the transport, with the exclusion of any responsibility in the direction of the Seller. It is in any case excluded that the Customer may refuse or return the Products without the prior written consent of the Seller, for any reason, consent that, if given, cannot be considered as admission of liability. All costs, expenses and charges resulting from the impossibility to proceed with the delivery for reasons attributable to the Customer will remain the sole responsibility of the latter.

6. Possible defects - Upon receipt of the Products, the Customer is required to carefully examine, check and inspect the Products delivered to him and to verify that they meet the characteristics agreed upon and resulting from the Order Confirmation (e.g. quality, quantity, size, colour, etc.). Under penalty of forfeiture, any defect and/or defect and/or lack of the promised qualities must be denounced by the Customer, after the Annotation of the Reservations as described above, by registered letter a.r. or pec, to be sent not later than 48 hours from the delivery and to be anticipated by e-mail as soon as the reservation has been noted. After this period, in the absence of the aforementioned complaint, the Products delivered shall be deemed to be definitively accepted by the Customer. The complaint must contain a detailed description of the nature and extent of the defect and/or defect complained of, as well as a copy of the transport document or invoice on which the Annotation of Reservations was made, or will not be considered valid and will therefore not be suitable to avoid the expiration of the periods referred to above. In the event of complaints that are regularly contested, the Customer undertakes not to use the Products and to keep them available to the Seller to allow the necessary investigations. If it is cd. Hidden Defects - that is not evident at the time of delivery, and that in any case the Customer's staff, despite being an expert in the field, could not have recognized on that occasion using normal diligence - the above 48-hour limitation period shall run not from delivery but from the time the Hidden Defect is established. The parties acknowledge that, in any case, the period of 8 days from the receipt of the Products is to be considered adequate and sufficient for the Customer and/ or the person in charge of processing who has received the Products can also ascertain any Hidden Defects; therefore, after this period of 8 days, the Products shall be deemed to be definitively accepted, without the Customer being able to make reservations, exceptions, complaints or disputes regarding the Products delivered.

7. Seller's liability - If the defect is ascertained by the Seller, the Seller shall only be obliged to replace in reasonable terms the Products which are actually flawed and/or lacking the contractual qualities, Taking as a benchmark the characteristics specified in the Order Confirmation. It is expressly excluded the indemnification of the loss of profit and any other

item of damage, also related to damages resulting from the possible further processing of the Products by the Customer and/or its agents, also for damages to employees or third parties, to manufactured material or other goods. In any case the Seller's liability is limited exclusively to the value of the Products supplied and found to be defective, and in any case any guarantee by the Seller with regard to damages (i) is excluded Due to the normal wear and tear or intrinsic characteristics of the Products, (ii) due to inappropriate use of the Product, and (iii) due to deterioration attributable to the Customer or third parties (printer, maintainer, paper mill, conveyor, etc.). Any complaints or disputes concerning a single delivery of goods shall not relieve the Customer of the obligation to withdraw the remaining quantity of goods within the limits of the order and/or the commitment made.

8. Prices and methods of payment - Sales prices are exclusive of taxes and duties. Currency exchange risks are also borne by the Customer. Payment must be made in accordance with the terms and conditions set out in the Order Confirmation. With regard to contracts not concluded, the Seller reserves the right to change at its discretion the methods and terms of payment to be applied in its dealings with the Customer, giving timely written notice. Any dispute between the parties cannot in any case allow the Customer to suspend the payment of the other invoices or the non-controversial part of the disputed invoice.

9. Retention of title - Until full payment of the price (as well as all related accessories, such as interest, incidental costs, legal fees, etc.) the Seller reserves the right of ownership on the Products pursuant to art. 1523 et seq. b.c., and therefore the Products remain the property of the Seller, who may at any time claim the return.

10. Delays and missed payments - In the event of non-payment, even partial, at only one of the agreed deadlines, due solely to the effect of non-payment and therefore without the need for late payment, the following effects will occur: (i) Default interest for late payment relating to commercial transactions will automatically run in favour of the Seller, from the expiration of the payment period indicated in the invoice and/or the expiration of the individual bank receipts issued; in particular, the rate indicated by art. 5 of D.Lgs. 09.10.2002 n. 231; (ii) the Seller will also be entitled to obtain reimbursement of the costs incurred by way of legal fees for the recovery of sums not paid promptly in addition to the greater damage suffered; (iii) the Seller may immediately interrupt any further supply even if related to other contracts, cancelling one or more orders of the Customer; (iv) the Seller shall have the right to terminate with immediate effect the supply contract, communicating it in writing to the Customer, subject to the payment of all sums relating to the supplies already made and subject to compensation for the greater damage; (v) the Customer shall be deemed to have lapsed from the benefit of the term, with the consequent right for the Seller to immediately request the payment of the entire claim against him for all the supplies performed and not yet paid (including those whose original payment term was not "at sight"); and finally, (vi) the Seller shall be entitled to demand from the Customer the guarantees that it deems appropriate and appropriate.

11. Change in the Client's financial and/or financial conditions –

The Seller, pursuant to art. 1461 of the Italian Civil Code, reserves the right to suspend the performance of the service due from the same pursuant to contracts already concluded, if it has in any way learned of any changes in the Customer's financial situation that could

endanger the achievement of the consideration and/or if the Seller's credit insurance company has reduced the insurance coverage About the supplies to the Customer. In the event that the Seller makes use of this precaution, he will promptly notify the Customer inviting him to provide explanations regarding the injurious circumstances that concern him and, in any case, to provide suitable collateral and/ or personal. If the Customer does not provide the required guarantee, the Seller may withdraw from the contract with immediate effect upon simple written notice. The Customer is obliged to inform the Seller of any circumstance relating to it (bankruptcy, insolvency proceedings, arrangement, etc.) that may compromise the contract signed and/or the execution of the payment to the Seller.

12. Force majeure - All commitments shall be deemed to have been entered into unless prevented by force majeure: they shall be considered as such, by way of mere example, floods and meagre streams, lack of electricity, road and railway interruptions, wars, fires, strikes, Raw material deficiencies, earthquakes, government or legal restrictions, computer disruptions, blackouts, etc. which prevent one of the parties from carrying out the supply or seriously delay its execution. The party who has suffered the cause of force majeure must notify the other party by registered letter a.r. or pec, also communicating an estimate of its duration, resulting in suspension of the order for the same duration, without any indemnity or compensation being due, and the Seller shall be entitled to terminate the order or perform the service as soon as possible by prior agreement with the Customer. In the event of partial inability to perform the service, the Seller shall be released from its obligations by performing the part of performance possible.

13. Conventional forum - For any dispute relating to the interpretation, application and execution of the supply contract, Italian law will be applied, with the election of the Italian Jurisdiction and with the exclusive competence of the Court of Milan, with the express exclusion of any other competent court (even in the case of connection relationships or contiguity of causes).

By receipt of the paper copy of the Conditions and their full acceptance: