

1. Supply Confirmation

O-I Italy S.p.A. (the "Supplier") may deem the supply confirmation relating to the Order and/or the Sales Contract null and void if the supply confirmation and these General Terms and Conditions of Sale are not accepted in full by the Customer-Purchaser (the "Customer") by means of both required signatures within fifteen (15) days of its date. Any delay by the Customer in accepting them may result in a corresponding delay in the scheduled delivery dates.

2. Formation of the Contract

These General Terms and Conditions of Sale shall become binding upon the Customer affixing both required signatures.

3. Transport and Quantity Claims

3.1 Bottles and/or glass containers for food products manufactured by the Supplier (the "Goods"), sold and delivered at the plants/warehouses of the Supplier and/or O-I Group companies (EXW), shall always be transported for the account and at the risk of the Customer. Accordingly, the Supplier shall not be liable for any breakage, tampering or similar event.

3.2 Goods sold and delivered at the Customer's plants/warehouses (DAP) shall be transported for the account and at the risk of the Supplier.

Any claim concerning the quantity of the Goods must be recorded on the transport document ("DDT"): (i) upon collection, where the Goods are collected using transport arranged by the Customer; or (ii) upon arrival, where shipment is arranged by the Supplier. The Customer shall also notify the Supplier of the claim in writing.

4. Non-Conformity and Traceability of the Goods

The Supplier warrants that the Goods delivered comply with the agreed specifications and the laws applicable in the country of manufacture. Any non-conformity must be notified by the Customer, failing which the Customer shall forfeit its rights, within the time limits and in accordance with the procedures set out in Article 6 of these Terms and Conditions. Without prejudice to the Order for the remaining quantity, Goods acknowledged as non-conforming shall, at the Supplier's option, be replaced or collected and the relevant price credited. Where replacement is impracticable or uneconomic, the Supplier may elect solely to credit the invoiced value of the non-conforming Goods. In all cases, the Supplier's liability shall not exceed the value of the non-conforming Goods and, to the fullest extent permitted by law, any further warranty and any liability for direct, indirect or consequential damages, loss of profit or any other claim by the Customer are expressly excluded. The Customer shall retain, for the period required by applicable law and in any event for at least seven (7) years from delivery, all documentation necessary to ensure traceability of the Goods and shall make it available to O-I upon reasonable request.

5. Packaging and Loading

The agreed packaging and loading arrangements shall be carried out by the Supplier in accordance with its usual practices, without liability on its part except where liability cannot be excluded by law.

6. Claims and Payments

No claim, even if justified, shall entitle the Customer to suspend any payment. Conversely, payment shall not prejudice the Customer's right to submit a formally valid claim concerning the quality of the Goods, provided that such claim is made, failing which the Customer shall forfeit its rights, no later than eight (8) days after receipt.

7. Payment Terms and Default

To be valid, payments must be made into the bank accounts of O-I Italy S.p.A.. Payment shall be made within the period set out on the invoice. A payment shall be considered to have been made when the full amount has been received by O-I. The Supplier shall be entitled to take judicial or extrajudicial action against the Customer to recover overdue receivables and in respect of any other matter or dispute arising from these General Terms and Conditions of Sale and/or the relevant Order and/or Sales Contract. Any payment default by the Customer shall entitle the Supplier to suspend any further shipment of Goods, including under separate Orders or Sales Contracts, and/or to terminate both the Order and/or Sales Contract affected by the default and, at the Supplier's option, one or more other Orders and/or Sales Contracts with the same Customer. Any delay, including partial delay, in paying invoices by the agreed due dates, including where payment is disputed or challenged by third parties, shall, by way of derogation from Article 1219 of the Italian Civil Code, automatically place the Customer in default, cause the Customer to forfeit the benefit of any payment term and trigger the immediate accrual of default interest at the rate prescribed by Italian Legislative Decree No. 231/2002, as amended. The Supplier is hereby authorized to issue a debit note for such default interest. Late receipt of a payment reminder shall not constitute grounds for rejecting a bank receipt or otherwise delaying payment.

8. Delivery Schedule

The Customer may propose a delivery schedule for the Goods, which must in all cases be expressly agreed to and accepted in writing by the Supplier. In the absence of a delivery schedule, the Customer may request full or partial performance of the Order and/or Sales Contract only in respect of quantities then held and available in the Supplier's warehouses.

9. Failure to Collect, Solvency and Termination

If the Goods are not collected within the agreed period, the Supplier may invoice them and demand regular payment or, at its option, cancel the uncollected quantity, without prejudice to any other rights. The Supplier may also suspend or terminate the Order and/or Sales Contract where the Customer no longer provides adequate assurance of solvency pursuant to Article 1461 of the Italian Civil Code. If the agreed prices and related charges are not paid when due, the Supplier may declare the defaulted Order and/or Sales Contract and, at its option, any other Order or Sales Contract with the same Customer, automatically terminated pursuant to Article 1456 of the Italian Civil Code, and the Customer hereby waives any objection. In such event, at the Supplier's direction, the Customer may be required to return Goods already delivered or in transit, with all costs, expenses and shipment, transport and delivery risks borne entirely by the Customer.

10. Quantity Tolerances

The Order and/or Sales Contract shall be deemed duly performed where the quantities supplied are up to ten per cent (10%) above or below the quantity ordered. Unless otherwise agreed in writing, where the agreed supplies for the contractual period have not resulted in corresponding collections during that period, the Supplier may cancel the residual uncollected quantity.

11. Supplier's Right of Withdrawal

The Supplier is expressly granted the right to withdraw unilaterally from the Order and/or Sales Contract without any consideration pursuant to Article 1373 of the Italian Civil Code.

12. Delivery Dates

Delivery dates are approximate due to the risks and complex requirements inherent in manufacturing, the timely supply of materials by suppliers connected with the glass industry and logistics-related events.

13. Characteristics of the Goods

Unless otherwise agreed, the capacity, dimensions, color and any other characteristic stated without specified tolerances are neither mandatory nor constant and shall be understood as approximate.

14. Manufacturing Plant

Without prejudice to the agreed terms, the Supplier reserves the right to have the Order and/or Sales Contract performed by any manufacturing plant of the Supplier or of an O-I Group company (the "Plant").

15. Force Majeure and Production Constraints

O-I shall not be liable for delays or failures to perform caused by circumstances beyond its reasonable control, including force majeure events, shortages of energy, fuel, raw materials or transport, strikes, government measures, epidemics, plant breakdowns, shutdowns or maintenance, and safety, production, organizational or market requirements necessitating changes to, limitations of or rescheduling of production. In such circumstances, delivery dates shall be extended for the duration of the impediment or delay, and O-I may suspend, postpone, reduce or cancel all or part of the Order and/or Sales Contract, without this constituting a breach and with any liability of O-I for direct, indirect or consequential damages, loss of profit or any other claim by the Customer being expressly excluded.

16. Price Revision

In the event of material increases in the factors determining the production cost of the Goods, the Supplier may propose a revision of the sales price and, if no agreement is reached, may be released, in whole or in part, from its commitment, including in respect of Orders and/or Sales Contracts for which an order confirmation has already been issued, the transaction being expressly agreed not to be speculative as regards the Supplier.

17. Price Indexation

The Supplier reserves the right to index the sales price to a benchmark that periodically reflects changes in the prices of the factors determining the production cost of the product.

18. Third-Party Industrial Property Rights

Where Goods manufactured at the Customer's request give rise to third-party claims for infringement of patents, designs, trademarks, labels or similar rights duly protected by law, the Supplier shall have no liability, it being the Customer's responsibility to ensure that the requested items do not infringe third-party rights.

19. Returnable Packaging

Wooden pallets and plastic layer pads, referred to as "packaging" for the transport of the Goods, shall be invoiced and, with the Customer hereby waiving any objection, shall be paid together with the Goods and on the same terms. Claims or disputes concerning packaging may be raised by the Customer in accordance with the same rules and subject to the same limitations applicable to the Goods. At the Supplier's request, the Customer may return packaging, provided it is in good condition and up to the quantities sold, directly to any Plant and/or warehouse of the Supplier, stating the reason for return on the DDT. For such contractually agreed returns, the Customer shall receive a credit note from O-I Italy S.p.A. The commitment to accept returns shall remain valid for twelve (12) months from the date of the last invoice for the sale of the Goods. Upon reasonable prior written notice, O-I may carry out inspections at the Customer's premises to inspect pallets and layer pads to be returned to the Supplier. The Customer shall grant access and provide all reasonable assistance required.

20. Entire Agreement and Amendments

These General Terms and Conditions of Sale constitute the entire and final agreement between the Parties and supersede all prior agreements, proposals and negotiations. No addition or amendment shall be effective unless made in writing and approved by the Parties.

21. Aseptic Condition

It is expressly understood that the Goods manufactured by the Supplier are supplied without any warranty of aseptic condition. Accordingly, the presence of foreign bodies in glass containers of any shape or form shall not be attributable to the Supplier.

22. Proper Use of the Goods

The Goods covered by the Order and/or Sales Contract must be used in accordance with the technical characteristics described in the relevant product data sheets and supply specifications, which are available for consultation. Accordingly, the Supplier shall not be liable for damage caused to persons, property or animals by improper use of the Goods.

23. Italian Legislative Decree No. 231/2001

With reference to Italian Legislative Decree No. 231/2001, as amended, concerning the administrative liability of companies, the Customer undertakes to: (i) comply, and ensure compliance by its agents, employees and any authorized representatives or collaborators under this agreement, with the rules and principles of the Organizational, Management and Control Model adopted by the Supplier pursuant to Italian Legislative Decree No. 231/2001 (the "Model"), a copy of which may be requested by email, and ensure that such persons refrain from committing any offence contemplated by the Model; and (ii) promptly inform the Supplier and its Supervisory Body in writing at odv.oitaly@o-i.com of any breach of the Model of which it becomes aware, directly or through its agents, employees, authorized representatives or collaborators, in connection with the performance of the activities covered by this agreement and which may result, even potentially, in the Supplier's involvement. Any breach of the foregoing obligations shall constitute a material breach pursuant to Article 1456 of the Italian Civil Code and shall entitle the Supplier to terminate immediately the Order and/or Sales Contract, including Orders or Sales Contracts for which an order confirmation has already been issued and Orders or Sales Contracts relating to separate supplies to the same Customer, by written notice.

24. Environmental Labelling

With regard to environmental labelling requirements under Article 219(5) of Italian Legislative Decree No. 152/2006, the Supplier has supplemented the external information displayed on the pallet with the alphanumeric code provided for by European Commission Decision 97/129/EC (GL 70 colorless, GL 71 green, GL 72 brown), identifying the nature of the packaging material, namely glass, and its color. The Supplier shall also include the relevant alphanumeric code on the DDT so that the Customer using the packaging is systematically provided with identification of the nature and color of the packaging produced. Any further information to be provided to consumers regarding the final destination of the packaging, including glass collection and recovery methods, shall be stated by the Customer before placing its product on the market. The Customer shall therefore ensure that its label contains both the alphanumeric code (GL 70 colorless, GL 71 green, GL 72 brown) provided by the Supplier and the information concerning the final destination of the packaging.

25. Personal Data Protection

The Customer shall comply with all applicable laws concerning personal data protection, privacy and information security, including Regulation (EU) 2016/679 (the "GDPR") and any national legislation implementing, amending or replacing it. Personal data shall be retained only for as long as necessary to manage the commercial relationship and comply with legal obligations. The rights of data subjects under applicable law remain unaffected. The Customer also acknowledges that it has read O-I's Customer Privacy Notice, available at <https://www.o-i.com/legal/legal-documents-europe/>.

26. Confidentiality and Intellectual Property

The Customer shall keep confidential and shall not disclose to third parties any non-public information relating to O-I, O-I Group companies, orders and technical information, and shall use such information solely for the performance of its commercial relationship with O-I. Without O-I's prior written consent, the Customer shall not use or refer to O-I's name, trademarks, trade names or commercial relationship for advertising, promotional or similar purposes.

27. Exclusive Jurisdiction

Any dispute relating to these General Terms and Conditions and/or the Order and/or Sales Contract shall be subject to the sole and exclusive jurisdiction of the Court of Busto Arsizio (VA), Italy.

Accepted and agreed

The Customer _____

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Customer specifically approves the following clauses: 1 (Supply Confirmation), 3 (Transport and Quantity Claims), 4 (Non-Conformity of the Goods and Limitation of Liability), 6 (Claims and Payments), 7 (Payment Terms and Default), 8 (Delivery Schedule), 9 (Failure to Collect, Solvency and Termination), 10 (Quantity Tolerances), 11 (Supplier's Right of Withdrawal), 12 (Delivery Dates), 15 (Force Majeure and Production Constraints), 16 (Price Revision), 17 (Price Indexation), 19 (Returnable Packaging), 21 (Aseptic Condition), 22 (Proper Use of the Goods), 23 (Italian Legislative Decree No. 231/2001), 27 (Exclusive Jurisdiction).

Accepted and agreed

The Customer _____