



plastic materials • since 1987

GENERAL TERMS AND CONDITIONS OF SALE

PEBO S.p.A. Via Giuseppe Garibaldi 1, 61049 Urbania (PU) – Italy, VAT No.: IT01233740511

1. General Provisions

These Terms and Conditions apply to all sales of products marketed by PEBO, which consist mainly of recycled plastics and polyethylene-based compounds (HDPE, LDPE or other polymers), in the form of granules, flakes or densified products, intended exclusively for industrial or professional use (Products).

Any general terms and conditions of the customer shall not apply unless expressly accepted in writing by PEBO S.p.A.

Following the conclusion of the first sales contract between PEBO and the customer, these terms and conditions shall apply to all subsequent sales even if not expressly referred to in the quotation, order or order confirmation.

Payment, partial payment or takeover of the Products always implies the Customer's unreserved acceptance of these terms and conditions of sale, including for future sales.

These general terms and conditions shall remain valid until substituted or amended by new written general terms and conditions, and PEBO reserves the right to amend and/or vary these general terms and conditions of sale at any time

In the event of any inconsistency between these general terms and conditions and the terms contained in individual sales contracts, the latter shall prevail.

2. Offers and orders

The sales contract shall be deemed concluded when the offer is accepted (including by signing the pro forma invoice or making even partial payment thereof) or when the order is confirmed in writing.

Should PEBO make an offer to the customer, such offer shall be deemed binding only for the period of time specified in the offer, in the accompanying communication or in the documentation attached thereto.

PEBO reserves the right to withdraw an offer not yet accepted by the customer even before the deadline specified therein in the event of significant and unforeseeable changes in the prices of raw materials, energy costs or transport costs, and/or circumstances beyond its control, or in the event of force majeure rendering the performance of the offer impossible.

Should the customer submit an order, this shall be deemed accepted only upon written order confirmation by PEBO. In the absence of such confirmation, the order shall be deemed rejected.

The accepted offer and the confirmed order may not be cancelled or amended except by express written agreement, subject to the provisions of Article 3 below.

3. Prices

The prices applied are those indicated in the accepted offer or confirmed in the order confirmation. Unless otherwise stated in writing, prices are exclusive of VAT, transport costs, taxes and duties.

PEBO S.p.A. reserves the right to revise prices after the offer has been accepted or the order confirmed in the event that, prior to delivery, there are significant changes in the costs of raw

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materials, energy or transport or, in any case, if market conditions change to such an extent as to make the fulfilment of the order excessively onerous for PEBO. In such a case, the customer shall be entitled to cancel the order if they do not wish to accept the price variation.

4. Transport and delivery – transfer of risk

Unless otherwise specified, sales are made EXW or FCA PEBO's premises in accordance with Incoterms® ICC 2020.

Should the customer fail to collect the goods within the agreed time frame, PEBO shall be entitled, 15 days after the date of non-collection, to sell the products to third parties, without prejudice to the right to retain, by way of set-off, any sums received from the customer as payment, including any advance payments, as compensation for any loss of profit.

Regardless of the Incoterm chosen, the risk passes to the customer as soon as the Products leave PEBO' premises.

The customer undertakes to comply with the prohibitions and restrictions imposed by current European Union legislation on transport as a consequence of the Russian-Ukrainian conflict.

5. Delivery terms

The delivery times stated in the order confirmations are purely indicative. PEBO will promptly notify the customer of any delays in delivery times. Unless otherwise agreed, and except in cases of wilful misconduct or gross negligence, any delays in relation to the delivery times do not entitle the customer to claim compensation or the application of penalties.

PEBO S.p.A. reserves the right to make partial deliveries.

Any damage to the Products occurring during transport must be reported directly to the carrier at the time of delivery and noted on the transport documents.

6. Terms of payment

Payments must be made in accordance with the terms specified in the invoice, the accepted offer or the confirmed order. Should the payment method not have been agreed upon at the time of conclusion of the sales contract, payment is due upon acceptance of the offer or upon delivery of the order.

Any payments made to unauthorised parties will not be recognised as valid.

In the event of late or non-payment, a deterioration in the customer's creditworthiness or financial reliability, the customer being subject to enforcement or insolvency proceedings, or the failure to grant or renew the customer's credit insurance or the guarantees provided by the customer, PEBO S.p.A. reserves the right to:

- suspend deliveries of orders in progress
- cancel orders not yet fulfilled
- require advance payment for current orders

In any case, late payments shall automatically incur interest on arrears as provided for by Legislative Decree 231/2002, increased by 8 percentage points.

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7. Line of credit and credit insurance

The conclusion of sales contracts may be subject to the granting of a line of credit by the credit insurance company or following an internal assessment by PEBO S.p.A.

PEBO S.p.A. reserves the right to reduce or revoke such line of credit at any time.

That be the case, PEBO may require the customer to pay for the Products in advance or to provide adequate bank guarantees, failing which the order will be suspended until payment has been made or the guarantee provided, and eventually cancelled if the customer fails to comply with the request.

8. Retention of title

Pursuant to Article 1523 of the Italian Civil Code, the Products supplied remain the property of PEBO S.p.A. until full payment of the price has been made. The loss of the goods during transport does not exempt the customer from their obligation to pay.

Failure to pay the price entitles PEBO to recover its debt even if the goods have been processed, incorporated, melted, mixed, blended or sold to third parties. In this case, PEBO's right to satisfaction extends to the value of the goods resulting from the processing, incorporation, melting, mixing or blending, in proportion to the quantity of the Product processed, incorporated, melted, mixed or blended, as well as to the proceeds from the sale of the goods resulting from such processing, incorporation, melting, mixing or blending to third parties.

9. Warranty

PEBO warrants that its Products comply with the technical specifications set out in the accompanying product documentation.

Any claims must be communicated to PEBO in writing, providing an accurate description of the defect or non-conformity raised by the customer, including photographic or video evidence whenever possible, and indicating the reference of the sample relating to the goods delivered, the batch of the material, the parameters and type of processing to which the Products have been subjected, and the intended application of the Products. PEBO reserves the right not to accept complaints that do not include the information specified above.

Claims must be received by PEBO:

- within 8 days of delivery for apparent defects or non-conformities (e.g., quantity, type, size, colour, moisture content)
- within 60 days of delivery for defects not immediately detectable.

Any claim received after the above deadlines will result in the forfeiture of this warranty.

PEBO will examine the claim received and, in the event of recognised non-conformity, will, at its discretion, arrange for the total or partial replacement of the Products or a total or partial refund of the price.

PEBO specifies that, as these are recycled plastic materials, the Products may feature technical and physical variations which, provided they fall within the normal tolerance range, do not give rise to warranty claims. The warranty does not apply if the Products have not been properly preserved, stored or kept in stock, or if they have been used, mixed, moulded, incorporated or processed with

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incompatible materials, when techniques or machinery unsuitable for the type of Product have been used, or when the Products have been used in a manner not in accordance with the PEBO's instructions (e.g., for the manufacture of items for which the Products are unsuitable). The warranty contained in this article supersedes and excludes the applicability of any other statutory or legal warranty, and the remedies provided herein are the only applicable ones and supersede any other remedy.

10. Limitation of Liability

Unless otherwise provided for by applicable law, and with the exception of cases of wilful misconduct or gross negligence, PEBO's maximum liability in all other cases shall be limited to the amount payable under PEBO's civil liability and product liability insurance policies, depending on the type of claim, or, in the event that insurance cover is not applicable, to the value of the goods supplied.

11. Force majeure

PEBO S.p.A. shall not be liable for delays or for the partial or total non-performance of its obligations or those of its suppliers, carriers or freight forwarders in the event of circumstances beyond its control, including natural disasters (earthquakes, floods, hurricanes, tornadoes, landslides, avalanches, etc.), epidemics, pandemics, strikes, lockouts, riots, wars (whether declared or not), market crises, unavailability of raw materials, energy crises, suspensions of energy supplies, logistical or transport difficulties not attributable to PEBO, acts by authorities at any level affecting plant productivity, and any other unforeseeable event beyond PEBO's control. For the purposes of this clause, wars or uprisings in progress at the time of conclusion of the sales contract shall be considered an event of force majeure and, in any event, shall exempt PEBO from liability for the delayed or failed fulfilment of its obligations, whilst also allowing it to adjust prices in accordance with the provisions of Article 3 above.

12. Governing Law

These terms and conditions are governed by Italian law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

13. Jurisdiction

Any dispute relating to these general terms and conditions or to individual sales contracts shall be decided by a sole arbitrator appointed in accordance with the Rules of Arbitration of the Milan Chamber of Arbitration (CAM), which are hereby deemed to be incorporated in full and accepted by the customer. The seat of the arbitration shall be Milan and the language of the arbitration shall be Italian.

PEBO shall, however, be entitled to bring ordinary legal proceedings against the customer before the Court of Urbino, which the customer hereby acknowledges as having exclusive jurisdiction in such cases, or before the Court of the place where the Customer has its registered office.

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14. Processing of personal data

PEBO S.p.A. processes personal data in compliance with EU Regulation 2016/679 (GDPR) and current Italian legislation.

Restrictive Clauses

Pursuant to Articles 1341 and 1342 of the Civil Code, acceptance of the present General Terms and Conditions of Sale by Customer entails express acceptance of the terms set out in the following articles: 1) General Provisions, 2) Offers and Orders, 3) Prices, 4) Transport and Delivery – Transfer of Risk, 5) Delivery Terms, 6) Terms of payment, 7) Line of credit and credit insurance, 8) Retention of title, 9) Warranty, 10) Limitation of liability, 11) Force majeure, 12) Governing law, 13) Jurisdiction

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