

AGRIPLAST GENERAL CONDITIONS OF SALE

1. QUALITY & DURATION

The physical-mechanical characteristics and the duration of the films produced by Agriplast S.r.l. are in conformity with the following regulations: EN 13206 for covering films; EN 13207 for silage films; EN 13655 for mulching films; NF T 54-195 for V.I.F. The characteristics of Agriplast S.r.l. products shown on Internet, on the brochures and/or other leaflets (i.e. technical sheets) are not a restraint for Agriplast S.r.l. which reserves all rights to be able to vary without being obliged to forewarn the client.

2. TEST METHOD

Any test concerning the quality of the Agriplast S.r.l. films will be carried out according to the precise dispositions enclosed in the above-said regulations. In any case the tests must be carried out on virgin film or not yet used, before the beginning of the degradation process. Therefore it is fundamental for the user to preserve a sample of film from each roll acquired of at least one square meter reproducing the printing of the mark, the type, the class of duration and the identification code Agriplast S.r.l. until the expiration of the guarantee. Such sample must be protected from the UV radiations which affect the characteristics of the film.

3. GUARANTEE OF DURATION

The guaranteed duration of the films for greenhouses is reported on the Table A1 of "Classes of Duration" concerning the European Normatives EN 13206 named "Correlation between artificial and natural weathering - Wom". In all the cases in which the non conformity of the film to the normative will be ascertained after analysis carried out at equipped laboratories on the samples not used and correctly preserved, Agriplast S.r.l. undertakes to correspond the customer an indemnification by calculating the price of the film as displayed in the invoice of Agriplast S.r.l., divided by the number of the guaranteed months and multiplied by the number of months calculated from the date in which the problem has been verified until its guaranteed duration date. The guarantee starts from the thirtieth day from delivery date of the product from Agriplast S.r.l. to the first buyer (the following transfers will not be taken into consideration). In no case Agriplast S.r.l. will be liable: a) further damages than the residual value of the film as above calculated; b) consequential damages for a missing profit; c) indirect damages that the buyer and/or final user declare to have borne.

4. EXCLUSIONS OF GUARANTEE ON DURATION

The guarantee on the duration doesn't operate in the case of unfulfilled of the "Instructions for a correct utilization in agriculture of the EVA- LDPE- LLDPE- POLIYAMIDE films."

The guarantee is not operative whenever special analysis on the claimed film show even only one of the chemical substances included in the included table in a quantity exceeding as follows:

| | CLASS A | CLASSE B | CLASS C | CLASS D | CLASS E |
|----------|---------|----------|---------|---------|---------|
| SULPHUR | PPM 300 | PPM 400 | PPM 500 | PPM 600 | PPM 700 |
| CHLORINE | PPM 15 | PPM 20 | PPM 30 | PPM 40 | PPM 50 |
| IRON | PPM 15 | PPM 20 | PPM 30 | PPM 40 | PPM 50 |

5. ANTI-DROP TREATMENT - GUARANTEE

The Anti-drop treatment is an option provided by Agriplast S.r.l. on customer request. This option has no influence with the intrinsic characteristics of the film and therefore it is not contemplated in any of the quality regulations both Italian and European. No guarantee is given by Agriplast S.r.l. in case of partial or total malfunction of the Anti-drop treatment. Only as instructive purpose Agriplast S.r.l. informs that the Anti-drop treatment has a temporary duration (about 3 months around) and that its efficiency is vitally affected by the temperatures, by the dampness, by the light exposure, ventilation, inclination of the structures on which the film is placed, by the presence or not of mulching film inside the greenhouse, by the growth of the leaf apparatus of the plants, etc.

6. GUARANTOR

The buyer who in his turn sells an Agriplast product to a third person must ensure that the third person or final user of films produced by Agriplast undersigns the above informative and the general conditions of the contract. The lack honouring the above means that the buyer is obliged to absolve Agriplast of the consequent prejudice or inconvenience that could arise because of the lack of undersigning the informative and the general conditions of the contract by the final user.

7. ORDERS

The orders that arrive at Agriplast S.r.l. are not binding until their acceptance. It is understood that the order is irrevocable by the customer, according to the normative 1329 of the Italian Civil Code, until the moment in which Agriplast has received the said order. In the case in which the orders contain the request to distribute deliveries of the ordered products over various dates, Agriplast's acceptance of a single delivery will not lead to the implicit acceptance of all the following deliveries at the same conditions.

8. WEIGHT AND QUANTITY

The weight of the product furnished by Agriplast S.r.l. to each buyer is certified by the scales set inside the factory and by the weighbridge whilst leaving the company and it is reported on the labels set on each roll. The quantity of product supplied from Agriplast S.r.l. to each buyer must be verified on delivery inside the establishment Agriplast S.r.l. by the same buyer, by his appointee or by the conveyer also if entrusted by the seller.

9. DELIVERY

Agriplast delivers the product to the customer in accordance with the conditions Incoterms, edition 1990 and successive amendments, which will be agreed upon each time and which will regulate, among other things, the transfer of the risks and the means of transport. Agriplast will not be responsible for eventual delays in delivery except in the cases where the time limit for the delivery has been agreed upon, between Agriplast and the customer, in writing.

10. PAYMENT & ARREARS

Payment of the invoice should be made directly to Agriplast, according to the instructions indicated in the invoice. Late payment will be treated according to the dispositions enclosed in Dlgs. N° 231/2002, in print on G.U. n° 249/2002.

11. FORCE MAJEURE

Agriplast has the right, in the case of a situation of force majeure after the acceptance of an order, to consider cancelled, completely or in part, the same suspended order or to defer the execution. It must be understood that by force majeure it is meant substantial production and, therefore, delivery difficulty caused by contingent factory situations, not to mention the cessation of activity for whatever reason (for example: a public authority provision, fires and explosions, production line stops which are not caused by commercial reasons, lack of raw materials and fuel, an electrical energy cut etc.), including factory strikes, transport workers' strike and national or local strikes.

12. CONTRACT SUSPENSION

The non-payment at one of the time limits established assigns Agriplast the right to suspend the deliveries, to consider as cancelled all the orders for the part not yet executed and to claim, as well as the price of the product already delivered, an indemnity for eventual damages.

13. APPLICABLE LAWS

The Italian law regulates the present General Conditions of Sales and such conditions are applicable to all the business relations between the customer and Agriplast, except in the case of a different written agreement. Even though it is not expressed by the present sales conditions it should be clear that the laws contained in the Italian Civil Code are applicable.

14. SOLVE ET REPETE

The payment of the consignment, in whatever case, may not be paralysed. There will not be any exceptions.

15. TREATMENT OF THE PERSONAL DATA

Agriplast S.r.l. is authorized to insert in its computerized system and to use the personal data of the customers exclusively for its own lawful occurrence, included the promotion and the control of the credit. In case of contractual violation, Agriplast S.r.l. will spread or transmit to third parts the personal data of the customer in order to recuperate its own credit.

16. JURISDICTION AND COURT OF COMPETENT

Any controversy would rise up between Agriplast S.r.l. and the own customers, will be submitted to the jurisdiction of the Italian Republic and will be submitted to the exclusive Competence of the Court of Ragusa.

Agriplast S.r.l. recommends its clients to read very carefully the "Instructions for a correct agriculture use of LDPE- EVA - LLDPE- POLIAMMDE films" present in each roll and/or available at Agriplast offices

Signature for Acceptance

According to the articles N° 1340, 1341 and 1342 of Italian Civil Code, the clause 1. Quality and Duration; 2. Test Method; 3. Guarantee of Duration; 4. Anti-Drop Treatment Guarantee; 5. Guarantio; 10. Force Majeure; 11. Contract Suspension; 13. Solve Et Repete; 16. Jurisdiction and Court of Competent are understood and approved by the following signature

Signature for Approval

Via F. Bonetta 35, C.da Marangio
97019 - Vittoria (RG)

C.C.I.A.A. R.E.A. N° 47432 Ragusa
P.I. 00140850884
Cap. Sociale. €9.000.000,00 i.v.

Tel 0039/0932 997211

Fax 0039/0932 867238

www.agriplast.com

commerciale@agriplast.com