PLASTICFINDER SRL
VIA CAPPUCCINI, 6 | 20122 MILANO (ITALY)
P.IVA e C.F 08987200964 | REA: MI-2060909
Cap. Sociale € 193.201,00 i.v.
info@plasticfinder.it

GENERAL TERMS AND CONDITIONS FOR USAGE OF THE PORTAL AND TRANSACTIONS USING THE PORTAL

BY ACCESSING THE WEBSITE SERVICES THE USER DECLARES THAT HE/SHE HAS READ AND ACCEPTED THIS DOCUMENT CONTAINING THE TERMS AND CONDITIONS FOR REGISTRATION ON THE WEBSITE WWW.PLASTICFINDER.IT AND ACCESS TO THE PORTAL SERVICES.

BY CLICKING ON "ACCEPT", THE USER DECLARES THAT HE/SHE HAS READ AND ACCEPTED THE TERMS AND CONDITIONS OF THIS DOCUMENT AND CONSEQUENTLY SHALL OBSERVE THE PROVISIONS THEREIN.

CONCURRENTLY, THE USER DECLARES AND GUARANTEES THAT HE/SHE IS LEGALLY RECOGNIZED AS AN ADULT AND IS LEGALLY ENTITLED BY LAW TO ACCEPT THE CONTENTS OF THIS DOCUMENT AND SHALL OBSERVE THE PROVISIONS HEREIN, AS WELL AS EXERCISE HIS/HER OWN BUSINESS, COMMERCIAL, CRAFT OR PROFESSIONAL ACTIVITY.

IF THESE CONDITIONS ARE ACCEPTED ON BEHALF OF THIRD PARTIES (LEGAL PERSONS, ENTITIES, ASSOCIATIONS OR OTHER INDIVIDUALS), THE USER DECLARES AND GUARANTEES THAT HE/SHE HAS THE POWERS TO REPRESENT SUCH THIRD PARTIES AND, IN ANY CASE, IS LEGITIMATELY AUTHORIZED TO ACCEPT THE TERMS AND CONDITIONS, THEREFORE BINDING THE THIRD PARTY THAT IS REPRESENTED.

IN THE EVENT OF USAGE OF ANY OF THE SERVICES PROVIDED BY THE PORTAL, THE TERMS AND CONDITIONS SET FORTH IN THIS DOCUMENT WILL APPLY.

THE PORTAL SERVICES ARE INTENDED EXCLUSIVELY FOR PROFESSIONAL USERS AND CANNOT INVOLVE CONSUMERS AS DEFINED BY ART. 3 OF LEGISLATIVE DECREE No. 206/2005.

1. DEFINITIONS

1.1. In these Terms and Conditions, the terms that begin with a capital letter will have the meaning indicated below, unless a different meaning is expressly indicated.

1.1.1. Acceptance of the Sale: confirmation of the availability of the Products sent by PlasticFinder to the Buyer, following receipt of the Manifestation of Interest, pursuant to article 11.4.

1.1.2. *Account*: the restricted portion of the Website, accessible to Users through usage of Credentials.

1.1.3. Environment Code: Legislative Decree 152/2006, as subsequently amended and supplemented.

1.1.4. Unique Identifying Code: the alphanumeric code that PlasticFinder gives to each Offer published on the Portal which will be indicated on each document accompanying such Offer.

1.1.5. Buyer: every Member that purchases or proposes to purchase the Product through the Portal.

1.1.6. Conditions: these general terms and conditions for usage of the Portal and transactions using the Portal.

1.1.7. Confirmation of Purchase: the confirmation of the purchase of the Products sent by PlasticFinder to the Seller, pursuant to article 12.3.

1.1.8. Dedicated Current Account: the bank account IBAN IT 42 E 02008 01601 000103987946 used for payment pursuant to these Terms and Conditions, unless a different method of payment from among those offered is expressly selected.

1.1.9. Credentials: the *user ID* and *password* selected by the User upon registration.

1.1.10. *Feedback*: the score deriving from PlasticFinder's evaluations of the Seller following Transactions.

1.1.11. Day: all the days of the calendar year, except for weekly non-working days and holidays as established by Italian law.

1.1.12. Members: all the individuals with an *Account* who have completed the registration procedure pursuant to article 3.4.4.

1.1.13. Manifestation of Interest: the irrevocable proposal to purchase submitted by the Buyer in relation to a specific Offer.

1.1.14. Offer: every announcement of a sale of Products published on the Portal, without reference to the identity of the Seller.

1.1.15. PlasticFinder: PlasticFinder S.r.l., with registered office at Via Cappuccini, 6, (20141) Milan, VAT number 08987200964, the company that owns the domain plasticFinder.it.

1.1.16. Portal: that portion of the Website to which access is possible by inserting the Credentials, through which the Members can carry out Transactions.

1.1.17. Price: the consideration for the Products as further specified under article 10.3.

1.1.18. Seller – Price: the price of the Products inserted by the Seller in the Product Specifications, as further specified under article 10.2.

1.1.19. Product: any good inserted or researched within the Portal for sale or purchase, exclusively belonging to the categories which are further described under article 5 below.

1.1.20. Product Specifications: the set of information inserted by the Seller at the time of the request for publication of the Offer on the Portal.

1.1.21. Website: the website accessible at the address www.PlasticFinder.it and the associated sub-domains.

1.1.22. Transaction: any operation involving the purchase or sale carried out by the Members, digitally through the Portal.

1.1.23. Users: all the individuals who are not Members, that is, those who have not completed the registration procedure pursuant to article 3.4.4.

1.1.24. Seller: any Member that proposes the sale or accept to sell the Products through the Portal.

2. SCOPE OF APPLICATION AND DOWNLOAD

2.1. These Terms and Conditions apply to the use of any service through the Portal, and to all the Transactions made through the Portal.

2.2. These Terms ans Conditions are also available on the Website and may be kept by being printed or saved as a PDF file, downloadable at the following *link:* https://www.plasticfinder.it/condizioni-generali.

PART ONE: ACCREDITATION AND USAGE OF THE PORTAL

3. REGISTRATION

3.1. In order to ensure the security of the Transactions, THE USAGE OF THE PORTAL SERVICES, PARTICULARLY THE CARRYING OUT OF TRANSACTIONS, IS RESTRICTED TO MEMBERS WHO ACT IN THE EXERCISE OF THEIR OWN BUSINESS, COMMERCIAL ACTIVITY, CRAFT OR PROFESSIONAL ACTIVITY.

3.2. Pre-registration

In order to register and obtain an Account, the User must provide the information indicated in the registration form provided on the Website. When presenting the registration form the User:

3.2.1. declares and guarantees that all the information, requested for the registration, that is provided (first name, last name, e-mail address and password) is truthful and accurate;

3.2.2. commits to ensuring the correctness of such information and communicating immediately to PlasticFinder any change thereto.

3.3. Access the *Account* for the first time

Once the registration form is sent, the User will receive an e-mail at the indicated e-mail address with the instructions for confirmation of the registration and the procedures for accessing the Account for the first time. When accessing the Account for the first time, the User shall insert the *user ID* and the *password* indicated in the registration form ("**Credentials**") and accepts and commits to complying with these Terms and Conditions.

3.4. Registration

3.4.1. In order to complete the registration and carry out Transactions, the User must supplement the information provided by attaching, through the procedure indicated on the Website, a copy of the following documents:

a) the results of a recent chamber of commerce database file search or document ascertaining attribution of a VAT number for individual business owners;

b) an identification document of the legal representative/agent and justification of the powers attributed to such person;

c) any quality and/or environmental certificates held.

3.4.2. The User is the sole person responsible for the truthfulness, accuracy and authenticity of the data and documents provided. It is strictly prohibited to insert false and/or invented and/or fictional information or data which is relative to third parties. PlasticFinder shall not be held liable in relation to untruthful information and/or documents sent by the User, as well as in relation to any errors contained in the tax documents sent by the Member to PlasticFinder, resulting from errors or omissions in the data provided at the time registration.

3.4.3. Subsequently to receiving the registration form and the documentation pursuant to article 3.4.1, PlasticFinder will carry out the checks that it considers to be the most appropriate and reserves the right to approve or reject the registration application.

3.4.4. If the request for completion of the registration is successful, the User will become a Member ("**Member**") and will be entitled to carry out Transactions.

3.5. Registration on the Portal is voluntary and free of charge.

4. ACCOUNT MANAGEMENT

4.1. Every User/Member is required to maintain his/her Credentials confidential and to take all the necessary precautions to this end and will be responsible for all the activities that are carried out within his/her own Account.

4.2. Every User/Member shall immediately inform PlasticFinder in the event that any unauthorized usage of the Account or any other security violation takes place or is suspected to have taken place or could take place in the future and shall also take every possible action to remedy the violation. PlasticFinder is not responsible and shall not be held liable for losses and/or damages arising from failure of the User/Member to comply with the instructions indicated above.

4.3. PlasticFinder reserves the right, at any time, to not attribute, suspend and/or cancel the Account, in the event a violation of third-party rights, of provisions set forth herein and of any provisions of the applicable laws. In particular, as a non-exhaustive example, PlasticFinder shall be entitled to not attribute, suspend and/or cancel the Account of a User and/or Member who:

4.3.1. submits false information or documents for registration;

4.3.2. submits a request to publish an Offer for products other than the Products;

4.3.3. does not diligently comply with the obligation to preserve and maintain the Credentials confidential.

5. THE PORTAL AND THE PRODUCTS

5.1. The Portal is a section of the Website, which is accessible by inserting the Credentials.

5.2. The Portal allows the Members to publish Offers for Products and indicate Manifestations of Interest concerning specific Offers, in order to carry out a Transaction.

5.3. THE PORTAL EXCLUSIVELY HANDLES CERTAIN TYPES OF PRODUCTS ("**PRODUCTS**"), THAT IS:

5.3.1. OBSOLETE AND/UNSOLD LOTS OF PLASTIC RAW MATERIALS;

5.3.2. PLASTIC RAW MATERIALS AND (VIRGIN, SECONDARY RAW MATERIALS, INDUSTRIAL BY-PRODUCTS) ADDITIVES IN ANY STATE OR FORM (FOR EXAMPLE: GRANULAR, POWDERED, GROUND, DENSIFIED, LIQUID);

5.3.3. LOTS OF UNSOLD FINISHED AND SEMI-FINISHED PRODUCTS.

5.4. IT IS NOT POSSIBLE TO CARRY OUT TRANSACTIONS THAT REFER TO PRODUCTS OTHER THAN THOSE MENTIONED ABOVE THROUGH THE PORTAL, IN PARTICULAR PRODUCTS THAT, PURSUANT TO THE ENVIRONMENTAL CODE, TO THE REGULATION UNI 10667-1:2017 (SECONDARY RAW PLASTIC MATERIALS: PART 1: GENERAL INFORMATION ON SECONDARY RAW PLASTIC MATERIALS AND BY-PRODUCTS OF PLASTICS), AND TO ANY OTHER APPLICABLE REGULATION, MAY BE CLASSIFIED AS WASTE OR SCRAP, WHETHER IN WHOLE OR IN PART.

5.5. During consultation and/or usage of the Portal, a Member shall not:

5.5.1. conduct him or herself in such a way as to cause damage to persons or infringe upon good practices;

5.5.2. violate the property rights and the intellectual and /or industrial property rights of others;

5.5.3. transmit content infected with viruses, or other programs that could damage the Website, the Portal or that could be transferred to other Users or Members;

5.5.4. insert hypertext links or save or send contents that are not allowed, especially if these hypertext links and/or contents violate the confidentiality obligations or are illegal;

5.5.5. disseminate unauthorised advertising or emails, promote participation in gambling, chain letters, pyramid games and similar initiatives.

6. OPERATION OF THE WEBSITE AND THE PORTAL

6.1. PlasticFinder is under no circumstances responsible for downtime periods of the Website and/or the Portal and shall not be required to pay the Member and/or User any amount for any reason (including compensation and indemnification) in connection to any interruptions of the service.

6.2. Access to the Website and the Portal may occasionally be limited due to maintenance work and updating.

6.3. PlasticFinder is free to suspend or amend, whether partially or completely, at any time, the operation and content of the Website and/or the Portal.

7. CLOSURE OF THE ACCOUNT AND CLOSURE OF THE WEBSITE AND/OR THE PORTAL

7.1. Any User/Member may, at any time and for any reason, close their account by requesting the cancellation in writing using the specific section of the Portal, at the following *link*: https://www.PlasticFinder.it/procedura-di-iscrizione.

7.2. When closing the *Account*:

7.2.1. Any Offers that would have been published on the Portal by the Member will be cancelled on the date that that Members *Account* is cancelled;

7.2.2. The Member will be required to completely execute the Transactions already concluded but not completed at the time of the Account cancellation;

7.2.3. The guarantee obligations already assumed by the Member for already concluded Transactions will continue to remain in effect.

7.3. PlasticFinder may, at any time, suspend or terminate the operation of the Website and/or the Portal, and provide communication to the Member in writing pursuant to article 23.

PART TWO: GENERAL CONDITIONS OF PURCHASE AND SALE

8. EXECUTION OF THE TRANSACTIONS

8.1. The Transactions shall take place exclusively between professional operators and shall not involve consumers, as these are defined in article 3 of Legislative Decree 206/2005.

8.2. The Transactions provide that PlasticFinder shall acquire the Products from the Seller, following a Manifestation of Interest by the Buyer, and resell them to the latter.

8.3. The conclusion of each Transaction through the Portal shall take place according to the following procedure:



All the information relative to the individual Transactions carried out through the Portal shall the archived by PlasticFinder and remain accessible to Members within the My PlasticFinder area for the times and the purposes described in the privacy policy under the following *link*: https://www.PlasticFinder.it/informativa-privacy.

8.4. The relations that will be established between PlasticFinder and the Members by virtue of using the Portal and executing the Transactions are and shall remain relations between independent contractors not falling under the definition of agency, distribution, procurement, franchising contracts or any other commercial representation, they shall not be considered as an agent nor representative nor shall such individuals be considered as partners in a joint venture or connected by other ongoing restrictions, except as set forth in these Terms and Conditions.

9. PUBLICATION OF THE OFFERS

9.1. Upon inserting the Credentials, a Member may request PlasticFinder to publish an Offer on the Portal. The Member shall compile the Product Specifications with all the information requested therein. No incomplete Product Specifications will be accepted.

9.2. Together with compilation of the Product Specifications, the Member must also attach a scan of the following documents, relative to the Products:

9.2.1. a technical data sheet;

9.2.2. a material safety data sheet, if the Product indicated in the Offer meets the criteria for classification as a hazardous substance or is included in the list of substances that shall be subject to authorisation.

It is also possible to attach:

9.2.3. photographs;

9.2.4. certificates of compliance and/or certificates of analysis and/or other quality certificate. Upon request of PlasticFinder, the Member shall provide a declaration concerning the compliance to REACH[1] of the Product offered through the Portal of PlasticFinder.

9.3. The Member, in the event of selling recycled plastic material intended for food contact, declares that such material complies with all requirements set forth under Regulation (EU) 1616/2022. Under no circumstances shall it be permitted to offer for sale any recycled plastic material intended for food contact that fails to meet all of the aforementioned regulatory requirements.

9.4. THE MEMBER IS THE ONLY ENTITY RESPONSIBLE FOR THE TRUTHFULNESS, CORRECTNESS AND AUTHENTICITY OF THE INFORMATION AND DOCUMENTS PROVIDED, FOR THE AVAILABILITY OF THE PRODUCTS AND THE CORRESPONDENCE OF THE PRODUCTS TO THE CHARACTERISTICS AND QUANTITIES DECLARED (INCLUDING: TYPE, COMMERCIAL NAME, QUALITY, REACH COMPLIANCE, DESTINATION, MANUFACTURER OR PLACE OF ORIGIN, DATE OF PRODUCTION OR POSSESSION DATE) AND IN PARTICULAR, FOR THE CORRECT DESCRIPTION OF THE STATUS OF THE PRODUCTS (FOR EXAMPLE, PARTICULAR CHARACTERISTICS, DEFECTS, IMPERFECTIONS, ETC.). IT IS STRICTLY PROHIBITED TO INSERT FALSE AND/OR INVENTED AND/OR IMAGINARY AND/OR COUNTERFEIT COMMERCIAL NAME AND/OR DISTINCTIVE SIGN AND/OR INFORMATION WHICH DOES NOT CORRESPOND TO THE PRODUCT ON OFFER. PLASTICFINDER RESERVES THE RIGHT TO LEGALLY PERSECUTE EVERY VIOLATION AND ANY FRAUDULENT ACTION AGAINST IT AND/OR ACTION THAT CAUSES DAMAGE TO OTHER USERS OR MEMBERS. The Member hereby undertakes to hold PlasticFinder harmless, upon simple request, from any and all claims for reimbursement, compensation and/or any other liability that may be submitted by the Buyer in relation to defects, non-conformities, or incorrect declarations of the Products as described in these Terms and Conditions. Such undertaking shall apply and remain in force even in the event that PlasticFinder and/or its appointed representatives have carried out an inspection of the Products.

[1] 1 REGULATION (EC) No 1907/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH), as subsequently amended.

In any case, the Seller irrevocably undertakes to be directly liable towards the Buyer of PlasticFinder for any and all claims for refund and/or compensation and/or claims of any other nature that may be made by the Buyer in relation to defects, flaws, non-conformities and any other irregularities of the Products and/or any incorrect indication of characteristics and/or information, as provided for in the Terms and Conditions. In any event, the Buyer irrevocably undertakes to take action exclusively against the Seller (while holding PlasticFinder harmless) in respect of any and all claims for refund and/or compensation and/or claims of any other nature that may arise in relation to defects, flaws, non-conformities and any other irregularities of the Products and/or any incorrect indication of characteristics and/or information, as provided for in the Terms and Conditions.

9.5. PLASTICFINDER ASSUMES NO OBLIGATION TO PUBLISH THE OFFERS REQUESTED BY THE SELLER. Once the Product Specifications is compiled and the requested documents attached, PlasticFinder will carry out the appropriate verifications, and reserves the right to not publish the Offer where, as a non-exhaustive example:

9.5.1. it determines that the object is not one of the Products that can be traded through the Portal;

9.5.2. there is a documental incongruity and inconsistency between the data inserted in the Product Specifications, or between the data inserted in the Product Specifications and the documents attached provided by the Member pursuant to art. 9.2 and 9.3;

9.5.3. the Seller has indicated a price that is deemed, at the absolute discretion of PlasticFinder, completely at odds with the market price, whether upwards or downwards.

9.6. Save as provided under art. 9.4, by the publication of the Offer, PlasticFinder will inform the Member of the publication of the Offer. The Offer will be visible on the Portal for all the Users and may not be amended by the Member, if not through written request sent to PlasticFinder. PlasticFinder attributes a Unique Identifying Code to each published Offer.

9.7. The published Offers do not refer to the identity of the Seller, who is unknown to the Buyer.

9.8. Through its personnel or hired third parties, PlasticFinder may carry out inspections on the Products comprising the Offer, at the premises of the Seller. PlasticFinder will organize any inspections together with the Seller, so as not to disturb the latter's operations who, in any case, hereby commits to agreeing to the inspections and collaborating to ensure their successful outcome. If the Seller expressly refuses to allow the inspection or does not respond to PlasticFinder's request for more than 15 (fifteen) Days, the request for publication of the Offer will be rejected and, if it has already been published, it will be immediately deleted from the Portal.

9.9. Subject to Article 9.6 above, the Member is entitled to cancel, at any time, an Offer for which a purchase confirmation has not been received yet, through the appropriate function within the Portal.

9.10. If, for any reason, the Products constituting the object of the Offer are no longer available, the Member shall delete the Offer from the Portal or, in any case, inform PlasticFinder so as to allow the latter to remove any Offers that are no longer current from the Portal. PlasticFinder may not be held liable for the Seller's failure to discharge such obligation to update the availability of Products and, in any event, does not guarantee that the Products purchased will be available at the time of Manifestation of Interest.

9.11. PUBLICATION OF THE OFFER ON THE PORTAL CONSTITUTES AN INVITATION TO OFFER AND IS NOT BINDING UPON PLASTICFINDER, WHICH WILL REMAIN FREE TO ACCEPT OR REJECT ANY MANIFESTATIONS OF INTEREST MADE BY THE BUYERS.

10. FORMULATION OF THE PRICE

10.1. In compiling the Product Specifications and the request for publication of the Offer, the Seller indicates his or her price for the Products, specifying the relative calculation. This price is to be considered as EXW Incoterms® 2010 at the premises of the Seller (unless otherwise specified) and net of VAT, if this is applicable pursuant to the law.

10.2. Based on the price indicated by the Seller, PlasticFinder indicates, when compiling the Offer, the amounts that will be withheld by PlasticFinder as compensation for managing the Transaction, as a percentage of the price indicated by the Seller, specifying the amount that the Seller will actually receive if the product is sold (the "**Seller Price**"). The percentage withheld by PlasticFinder depends on the types of Product, the methods of payment and other information provided by the Member. The sending of a publication request constitutes confirmation of the Seller's willingness to accept the Seller Price, as payment for the sale.

10.3. The price indicated in the Offer published on the Portal will include the price of all the Products indicated in the Offer and shall be considered as net of VAT, if this is applicable pursuant to the law, and of the transport costs. The price indicated in the Offer published on the Portal is not binding. The final price of the Products, including the cost of delivery to the premises of the Buyer, as declared at the time of registration on the Portal, or to a different location indicated at the time the Manifestation of Interest was made, will be confirmed by PlasticFinder upon Acceptance of the Sale (the "**Price**"). If the Products are to be sent to a different address, the Buyer may specify such address, indicating the actual destination.

10.4. All prices are indicated in EURO.

11. PURCHASES THROUGH THE PORTAL

11.1. Purchases through the Portal are the purchase agreements concluded between PlasticFinder (as the seller) and the Buyer.

11.2. A Buyer who is interested in submitting an Offer shall submit to PlasticFinder a Manifestation of Interest, using the specific function available on the Portal. The submission of a manifestation of interest constitutes an irrevocable proposal to purchase pursuant to art. 1329 of the Italian Civil Code, for a period of 5 (five) Days. PlasticFinder is free to accept, or reject, the Manifestation of Interest received from the Buyer, and in the event of rejection the Buyer shall not be entitled to make any claims or demands against PlasticFinder for any reason. The receipt of an e-mail confirmation of the submission of the Manifestation of Interest does not constitute acceptance by PlasticFinder.

11.3. The Manifestation of Interest also includes an indication of the location where the Buyer requests delivery of the Products, if other than the Buyer's registered office indicated at the time of registration on the Portal. PLASTICFINDER RESERVES THE RIGHT TO NOT PURSUE MANIFESTATIONS OF INTEREST IN WHICH THE BUYER REQUESTS DELIVERY OUTSIDE OF ITALY.

11.4. After having verified the availability of the Products, PlasticFinder shall send to the Buyer a notice of acceptance of the Manifestation of Interest ("**Acceptance of the Sale**"), together with instructions for payment of the Price. Except as provided under art. 11.5 or unless otherwise agreed in writing, the Price must be paid within 5 (five) Days of the receipt of the Acceptance of the Sale. Failure to do this will result

in automatic termination of the contract. If required by PlasticFinder, in order to allow to verify that the payment has taken place, the Buyer shall send to PlasticFinder, following the procedure indicated on the Website, the relative receipt specifying the Unique Identification Code.

11.5. Payment by instalments or deferment of payment of the Price is subject, unless otherwise agreed between the parties, to the assignment of the related debt to factoring companies or similar, pursuant to and for the purposes of art. 1260 of the Italian Civil Code, under the conditions and in the manner that will be communicated to the Buyer, through the Portal, when the Buyer chooses the relevant option (payment by instalments / deferred payment) in his Expression of Interest.

11.6. The sales contract between PlasticFinder and the Buyer shall be concluded at the time that the latter has been informed of Acceptance of the Sale by PlasticFinder, but the delivery will take place only after the Buyer has paid the Price in full, as proven by the delivery of the relative receipt pursuant to art. 11.4 above, or at a different term which will be communicated to the Buyer, through the Portal, when the Buyer chooses the option of payment by instalments / deferred payment under art. 11.5 above.

11.7. If the Products are not available and this is ascertained subsequently to the actual payment of the Price or if the term referred to in the previous art. 11.6 has expired, PlasticFinder will inform the Buyer and reimburse the Buyer within 5 (five) Days, up to the amount paid by PlasticFinder and using the same means of payment that the Buyer used.

11.8. In the cases under art. 11.7 above, no liability, of any type, can be attributed to PlasticFinder, as a non-exhaustive example, in connection to the contractual and/or contractual liabilities, damages for foregone opportunities, foregone profits, damages to the image, etc.

11.9. The terms and conditions of the sale of the Products by PlasticFinder are those provided in these Terms and Conditions, and in the Acceptance of the Sale, as integrated or amended by the conditions of the assignment of debt, when the conditions are met, under art. 11.5 above. In the event of a difference between the provisions set forth hereunder and those set forth in the Acceptance of the Sale, the latter shall prevail.

11.10. The Manifestation of Interest will be filed within the PlasticFinder database for the period of time required for completing the Transactions pursuant to the PlasticFinder Privacy Policy, to which reference is made for further information. The Buyer may access his/her Manifestation of Interest through the *My PlasticFinder* Area.

12. SALES THROUGH THE PORTAL

12.1. Sales through the Portal are the purchase agreements concluded between the Seller and PlasticFinder (as the buyer).

12.2. PlasticFinder shall inform the Seller of any Manifestation of Interest submitted with regard to Offers published by the Seller. Communication of the Manifestation of Interest does not bind PlasticFinder to the Seller and, if the Transaction is not completed, the Seller shall not be entitled to make any claims or demands against PlasticFinder for any reason.

12.3. Once the Manifestation of Interest is received, the Seller must confirm to PlasticFinder whether the Products included in the Offer are available or not. If they are, this will be considered as an irrevocable offer of sale for a period of 10 (ten) Days, under the terms and conditions indicated within the

Manifestation of Interest. If this period passes without PlasticFinder receiving Confirmation of Purchase, the Seller may freely dispose of the Products included in the Offer.

12.4. The sales contract between the Seller and PlasticFinder shall be considered as concluded when the Seller is made aware of the Confirmation of Purchase, provided this takes place within the deadlines set forth under article 12.3 above.

12.5. The terms and conditions of the sale of the Products by PlasticFinder are those provided in these Terms and Conditions, as supplemented or amended by the Confirmation of Purchase. In the event of a difference between the Provisions set forth hereunder and those set forth in the Confirmation of Purchase, the latter shall prevail.

13. DELIVERY, PACKAGING AND TRANSPORT

13.1. The products must be available for collection by PlasticFinder within 5 (five) Days from the Confirmation of Purchase, or within the different deadline indicated therein.

13.2. PlasticFinder shall indicate in the Acceptance of the Sale the deadline for delivery of the Products to the Buyer. This deadline shall be considered as merely indicative rather than essential.

13.3. Prior to delivery, the Seller shall prepare the Products for transport pursuant to the instructions received from PlasticFinder in the Confirmation of Purchase. Unless otherwise specified, the Products must be packaged or provided in bulk packaging, positioned on pallets, with a maximum height of 180 cm and shrink wrapped. The packaging of the Products shall in any case ensure that the loading, transport and unloading operations can be carried out regularly and that any loss or damage to the Products is appropriately prevented. The costs for preparing the Products for transport, including packaging, palleting, etc. shall be borne by the Seller.

13.4. Except as provided under art. 11.3, the Products shall be transferred directly from the Seller's premises to those of the Buyer. PlasticFinder, unless otherwise agreed, shall manage the transport logistics and assume the cost and risks thereof, using specialized transporters selected by it.

13.5. PlasticFinder shall send the Seller the vehicle identification information for the delivery and provide information about the time that the Products were collected.

13.6. The Seller shall send the following documents with the delivery:

13.6.1. the vehicle identification information sent by PlasticFinder;

13.6.2. the transport document (DDT) for the Products.

13.7. The invoice for the sale of the Products, addressed to PlasticFinder and bearing the Unique Identification Code, will be sent directly to PlasticFinder via e-mail, through the procedure indicated on the Website.

14. ACCEPTANCE OF PRODUCTS BY THE BUYER

14.1. The Buyer agrees to verify the conformity of the Products to what is stated in the Product Specifications (regarding both the quantitative and qualitative correspondence to the description, as well as the essential characteristics of the product, including performance, durability, and use, etc.) within 4

(four) Days from their receipt. Any defects or deformities of the Products as compared to the information provided in the Product Specifications must be communicated to PlasticFinder within the same term, in express derogation of what is provided for in Article 1495 of the Italian Civil Code, using the "Send Complaint" function in the restricted *MyPlasticFinder* area, under the section "*Dashboard*". If this deadline expires without action being taken, the Products will be considered accepted, and the Buyer will forfeit any warranty rights on the Products, even for any defects that may emerge later.

14.2. If the Buyer has given timely notice of the dispute, PlasticFinder:

14.2.1. shall freeze the amounts that the Buyer has paid as consideration for the Products for a period of 15 (fifteen) Days:

14.2.2. may carry out the checks that it will consider appropriate on the Products, including by dispatching its own personnel to the Buyer's premises. The Buyer will work with PlasticFinder personnel for these checks to be carried out. PlasticFinder will inform the Buyer of the results of its checks, pursuant to article 23.

14.3. If, after carrying out its checks, PlasticFinder considers that the complaints of the Buyer are well founded, the provisions set forth under articles 17 and 18 below will apply. Otherwise, the freeze will be removed from the consideration and the Seller Price will be paid to the Seller.

15. PAYMENTS

15.1. Payment of purchases made through the Portal. Unless otherwise agreed in writing, the methods of payment applicable are the following:

15.1.1. bank transfer to the Dedicated Current Account.

15.2. IN ALL CASES, PLASTICFINDER USES THIRD PARTY INSTRUMENTS FOR PROCESSING OF THE PAYMENT AND DOES NOT COME INTO ANY CONTACT WITH THE PAYMENT INFORMATION THAT IS PROVIDED.

15.3. Payment of the sales through the Portal. The payment of the Seller Price shall be made via bank transfer into the current bank account of the Seller who will be responsible for providing the bank details required for the payment to PlasticFinder. The Seller Price will be paid to the Seller within 5 (five) Days from expiration of the deadline set forth under article 14.1, provided there are no complaints of the Buyer regarding defects and/or noncompliance of the Products, unless otherwise agreed between the parties.

15.4. The difference between the Price paid by the Buyer and the Seller Price in relation to a specific Transaction will be collected by PlasticFinder, as the fee for the service provided.

15.5. Pursuant to art. 14, the Price paid by the Buyer will remain blocked up to 4 (four) days from receipt of the Products by the Buyer, in order to protect the Buyer against failure to receive the product and/or receipt of Products that are significantly different from those described in the Product Specifications.

15.6. Each payment will take place outside the Website and the Portal, as they do not handle financial transactions of any type. Each party will incur any expenses and commissions applicable by their respective payment services supplier. Payments shall be carried out without any cost being debited by PlasticFinder.

15.7. At the time that the Products are delivered, the Seller will issue an invoice addressed to PlasticFinder for the Transaction, which will contain the Unique Identification Code, and this invoice will be sent via e-mail to the address indicated under article 23.

15.8. The Buyer accepts to receive the invoice exclusively in digital form, which will be issued by PlasticFinder and available in the dedicated section within the Portal.

15.9. Purchases can be delivered from different EU Member States. PlasticFinder will determine whether VAT will be charged on the purchases and will automatically produce a valid VAT invoice in line with EU and with the Purchaser's local VAT rules. The Purchaser remains responsible for VAT and other reporting obligations, if applicable, and according to the EU and your local VAT rules.

15.10. The Buyer shall be responsible for the VAT obligations provided by the laws of its country and also by the laws of the country where the Buyer has requested the delivery of the goods purchased on PlasticFinder.

15.11. For the sale to PlasticFinder, the Seller shall be responsible for the payment of the IVA pursuant to the laws of its country.

16. RESPONSIBILITIES OF PLASTICFINDER REGARDING THE DELIVERY AND IN CASES OF FORCE MAJEURE

16.1. Notwithstanding the provisions under article 13.2, PlasticFinder fulfils its delivery obligation upon delivering the Products to the transporter. Upon delivery of the Products to the transporter, PlasticFinder will send to the Buyer a confirmation e-mail of the delivery, indicating the identification number of the delivery which the Buyer can use to track the delivery. The transport costs are included in the Price pursuant to article 10.3.

16.2. PlasticFinder shall not be held liable for any failure or delay in picking up the Products from the Seller, and also for any failure or delay insofar as the delivery to the Buyer, or in the case of loss or damage to the transported Products, if caused by the Seller, the Buyer or the transporter, or in any case due to force majeure or any event which PlasticFinder cannot be held responsible for.

16.3. Force majeure events are those events over which PlasticFinder has no control and which it cannot reasonably anticipate or avoid and which impede or render significantly more complex the execution of the delivery; as a non-exhaustive example: strikes, earthquakes, floods and other prohibitive meteorological conditions, acts of war and similar acts, etc.

17. GUARANTEE

17.1. THE SELLER REPRESENTS AND WARRANTS TO PLASTICFINDER THAT THE PRODUCTS SUPPLIED TO PLASTICFINDER CONFORM IN ALL RESPECTS TO THE QUALITIES AND QUANTITIES INDICATED AT THE TIME OF SUBMITTING THE REQUEST FOR PUBLICATION OF THE OFFER. THE SELLER FURTHER UNDERTAKES TO INDEMNIFY, DEFEND AND HOLD PLASTICFINDER HARMLESS, UPON FIRST REQUEST, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, REIMBURSEMENTS, DAMAGES, LIABILITIES OR EXPENSES OF ANY KIND BROUGHT BY THE BUYER IN CONNECTION WITH DEFECTS, NON-CONFORMITIES, FAULTS OR ANOMALIES OF THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY ISSUE ARISING FROM INACCURATE OR INCOMPLETE INDICATION OF CHARACTERISTICS AND/OR INFORMATION, AS PROVIDED UNDER THE TERMS AND CONDITIONS. SUCH OBLIGATION SHALL REMAIN IN FULL FORCE EVEN IF PLASTICFINDER AND/OR ITS REPRESENTATIVES HAVE CARRIED OUT INSPECTIONS OF THE PRODUCTS AT

THE SELLER'S PREMISES. IN ANY EVENT, THE SELLER SHALL REMAIN DIRECTLY LIABLE TO THE BUYER FOR ANY AND ALL SUCH CLAIMS.

17.2. BY WAY OF DEROGATION FROM ARTICLE 1490 OF THE ITALIAN CIVIL CODE, PLASTICFINDER PROVIDES NO WARRANTY WHATSOEVER TO THE BUYER WITH RESPECT TO THE PRODUCTS. IN THE EVENT THE BUYER SUBMITS A "COMPLAINT" IN ACCORDANCE WITH ARTICLE 14.1, THE BUYER SHALL BE ENTITLED SOLELY TO THE WARRANTIES GRANTED BY THE ORIGINAL SELLER, PURSUANT TO THE PROCEDURES SET FORTH UNDER ARTICLE 14. IN THE ABSENCE OF A COMPLAINT IN ACCORDANCE WITH ARTICLE 14.1, PLASTICFINDER'S ONLY OBLIGATION TOWARDS THE BUYER SHALL BE TO PROVIDE THE BUYER WITH THE IDENTIFICATION DETAILS OF THE ORIGINAL SELLER, SO THAT THE BUYER MAY PURSUE ITS RIGHTS DIRECTLY.

17.3. SUBJECT TO ARTICLE 14.1, WHERE NOTIFICATION OF DEFECTS IS DULY MADE WITHIN THE AGREED TIME AND IN THE PRESCRIBED MANNER, PLASTICFINDER'S LIABILITY SHALL IN ANY CASE BE LIMITED TO THE AMOUNTS RETAINED IN ACCORDANCE WITH THE AGREED PROCEDURES. PLASTICFINDER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE PORTAL, THE PERFORMANCE OF TRANSACTIONS, OR THE USE, HANDLING, OR STORAGE OF THE PRODUCTS. IN THE EVENT OF DISPUTES RELATING TO DEFECTS, NON-CONFORMITIES OR ANOMALIES OF THE PRODUCTS, THE BUYER SHALL HAVE RECOURSE EXCLUSIVELY AGAINST THE ORIGINAL SUPPLIER OF THE PRODUCTS (I.E. THE SELLER).

17.4. WITHOUT PREJUDICE TO THE PROVISIONS OF THIS ARTICLE, IN THE EVENT OF DISPUTES RAISED BY THE BUYER (INCLUDING, WITHOUT LIMITATION, CASES WHERE THE PRODUCT DOES NOT CONFORM TO THE DESCRIPTION PROVIDED BY THE SELLER IN THE PRODUCT SHEET SUBMITTED FOR PUBLICATION ON THE PORTAL AND CONFIRMED AS AVAILABLE UPON ACCEPTANCE OF THE EXPRESSION OF INTEREST, OR CASES CONCERNING ANY OTHER ANOMALY OR UNAVAILABILITY OF THE PRODUCT), WHICH REQUIRE THE INVOLVEMENT AND/OR INTERVENTION OF PLASTICFINDER AND/OR USE OF THE PLATFORM FOR THEIR MANAGEMENT OR RESOLUTION, THE SELLER SHALL PAY PLASTICFINDER A FIXED FEE OF €250.00 PLUS VAT AS REIMBURSEMENT FOR THE HANDLING OF SUCH COMPLAINT. PLASTICFINDER SHALL ISSUE AN INVOICE FOR SAID AMOUNT.

18. TERMINATION AND RIGHT OF WITHDRAWAL

18.1. If the complaints of the Buyer are submitted in due time and are well grounded, as provided by article 14 above, the sales contract between the Buyer and PlasticFinder will be terminated by rights from the date of the communication to PlasticFinder pursuant to article 14.2.2 above. In this case, PlasticFinder:

18.1.1. will withdraw the Products at its own expense and using its own organization:

18.1.2. will return to the Buyer the Price which has been paid.

18.2. If, for any reason, the sales contract between PlasticFinder and the Buyer is terminated or ceases to be effective, the sales contract between the Seller and PlasticFinder will automatically be terminated by rights and PlasticFinder will communicate this to the Seller pursuant to art. 23. The Seller shall accept the return of the Products, at its own expense and risk, but through the organizational structure of PlasticFinder.

18.3. PlasticFinder will be entitled to take action against the Seller whenever it is called upon to intervene on behalf of the Buyer within the context of the guarantees set forth under article 17 above. This right to take action is not subject to any deadlines.

18.4. In particular, the Seller must compensate and indemnify PlasticFinder for:

18.4.1. the transport expenses for the withdrawal of the defective and/or non-compliant Products held by the Buyer and their return to the Seller, and any other expense that PlasticFinder incurs for the management of the returned Products and the refund of the amounts already paid by the Buyer;

18.4.2. any amounts that PlasticFinder is required to pay to the Buyer in relation to the non-compliant Products, for any reason, in particular, as a non-exhaustive example, compensation for any damages incurred by the Buyer, its employees or third parties, due directly or indirectly to the Products, their usage and/or storage, foregone opportunities or for any other reason;

18.4.3. the costs and expenses incurred for managing the dispute initiated by the Buyer, in particular, as a non-exhaustive example, the expenses incurred for verification pursuant to article 14.2.2 above, the expenses for any advisers who are involved, whether technical or legal.

19. FEEDBACK

19.1. Subsequently to the Transaction, the Buyer will be entitled to submit to PlasticFinder a comment regarding the products and the service received.

19.2. These comments will be used within PlasticFinder to assess the reliability of the declarations issued by the Seller regarding the Products. PlasticFinder is entitled to publish the feedback concerning the Seller, so that it is visible to all members when they examine offers on the portal ("Feedback"). The Feedback does not include information on the identity of the Seller.

PART THREE: GENERAL TERMS AND CONDITIONS

20. INTELLECTUAL PROPERTY

20.1. The Member and/or User hereby acknowledges and recognizes that all the industrial and intellectual property rights relative to the contents of the Website and the Portal are owned exclusively by PlasticFinder or third parties. The use of the aforementioned content can under no circumstances imply purchase by the Member and/or User of any property right or right to use the content therein. As a non-exhaustive example, the texts, graphics, logos, buttons, images, icons, characters, fonts, audio files, digital content and collections of data present on the website and/or the Portal are included in this provision.

20.2. *Crawlers*, *robots*, *data mining* or similar systems, cannot be used for acquisition or extraction of any portion of their Website and/or Portal content, without the previous consent in writing of PlasticFinder.

20.3. PlasticFinder is the exclusive owner of the trademark PlasticFinder®.

20.4. The Member declares having the ownership and/or the authorization to use the intellectual property rights for the content sent by him/her to PlasticFinder for publication of the Offer. The Member

hereby guarantees that this content does not contravene these terms and conditions or any applicable Provisions of the law and in no way harms any third-party rights. The Member shall hold PlasticFinder harmless of any action raised by third parties against PlasticFinder which is in any way connected with the contents of the materials provided by the Member.

20.5. By sending to PlasticFinder, through the Portal, photographic material, texts and/or other content, the Member grants to PlasticFinder, free of charge, the non-exclusive license to use the aforementioned contents, including any trademarks owned by the Member. As a non-exhaustive example, PlasticFinder may reproduce, publish, modify, adapt, translate, distribute and show, in any part of the world, such content and/or trademarks using any communication medium, provided the purpose of these activities is to publish the Offer and/or advertise the website and/or the Portal.

21. CONFIDENTIALITY

21.1. Any information shared between PlasticFinder and the Members is classified as confidential. Such information, therefore, may not be disclosed to third parties, unless it is already of public domain and save as provided in the next paragraphs.

It is understood that PlasticFinder may communicate the information received by the Members related to the identification data of legal entities (e.g. company name, VAT number, tax code, etc..) and the contact data of the same Members, for the sole purpose and with the modalities provided in the privacy policy available on the Site at the following *link*: https://www.plasticfinder.it/informativa-privacy.

PlasticFinder, only with the prior consent of the Member, may send newsletters, commercial communications and/or advertising material on products or services offered by PlasticFinder by e- mail, post, text message and/or phone contacts, for marketing purposes and with the modalities provided in the privacy policy available on the Site at the following *link*: https://www.plasticfinder.it/informativa-privacy.

PlasticFinder, only with the prior consent of the Member, may spread and advertise the activities referred to in the present Conditions for marketing purposes and with the modalities provided in the privacy policy available on the Site at the following *link*: https://www.plasticfinder.it/informativa-privacy.

21.2. In particular, the following information is considered to be confidential:

21.2.1. the Transactions concluded through the Portal:

21.2.2. the payments made;

21.2.3. the appearance of the Portal once access to the account has taken place.

21.2.4. the technical and/or commercial information regarding the Products, the Members and the Portal.

21.3. In particular, PlasticFinder shall not reveal, through the Portal or in any other manner, the identity of the Members. However, PlasticFinder may communicate this information:

21.3.1. when requested by any public authority, as a non-exhaustive example, tax authorities, public law enforcement agencies, statistical entities, etc.;

21.3.2. any associates, consultants or other professionals PlasticFinder uses during the course of its operation, when this is necessary for operation of the Portal and/or execution of the Transactions,

including the supporting credit institution which PlasticFinder uses for management of the payments for the Transactions, provided these third parties are in turn bound by a confidentiality agreement;

21.3.3. in the event that what is provided for in article 17.2 occurs.

22. PROCESSING OF PERSONAL DATA AND COOKIES

22.1. The use and processing of personal data provided by the Users during the execution of the contract or at the term of the same, will take place in compliance with Italian and European legislation on data protection personal data (Legislative Decree 196/03 and Reg. EU 679/2016, cd. GDPR). The PlasticFinder privacy policy is available on the website through the following *link*: https://www.plasticfinder.it/informativa-privacy.

22.2. The Website uses cookies, parts of text with a smaller size containing navigation information, the main objective of which is to improve the Internet experience. The use and processing of cookies will take place in compliance with Italian and European legislation on data protection personal data (Legislative Decree 196/03 and Reg. EU 679/2016, cd. GDPR). The PlasticFinder cookie policy is available on the website through the following *link*: https://www.plasticfinder.it/cookie-policy.

23. COMMUNICATIONS WITH AND SUPPORT TO MEMBERS

23.1. For the purposes of these Terms and Conditions the communications will be sent in digital form. Any notification, information or other communications sent and received digitally will satisfy the requirement for the written form thereof, when so required by the law, unless imperative rules require a different means of communication.

23.2. All communications between the Member and PlasticFinder shall be sent via e-mail to the following addresses:

23.2.1. admin@plasticfinder.it for administrative assistance and assistance related to the payments;

23.2.2. tech@plasticfinder.it for technical assistance;

23.2.3. sales@plasticfinder.it for notification of any defects or non-compliance regarding the Products.

23.3. All the communications between PlasticFinder and the Member will be sent by e-mail to the address indicated by the Member in the registration form.

23.4. The Member may request any information using the PlasticFinder support services, as further specified under the *link*: https://www.PlasticFinder.it/contatti.

24. TRANSFER

24.1. PlasticFinder reserves the right to transfer, assign or sell, at any time and without this requiring any communication and/or authorization, all or any other rights and obligations arising from these Terms and Conditions.

24.2. PlasticFinder reserves the right to hire third parties to manage the website and/or the Portal, at any time and without this requiring any communication and/or authorization from the Member.

24.3. Regarding the Transactions, PlasticFinder reserves the right to arrange purchase and/or sale of the Products by third parties, based on the same terms and conditions that would have been applied if PlasticFinder had participated directly in the Transaction.

24.4. The Member is not allowed to assign or transfer his/her rights or obligations arising from these terms and conditions, in any way, without the written authorization of PlasticFinder.

25. MODIFICATIONS TO THE TERMS AND CONDITIONS

25.1. PlasticFinder reserves the right to update and/or amend these Terms and Conditions.

25.2. Any amendments to these Terms and Conditions will be published on the website, in the section https://www.PlasticFinder.it/condizioni-generali, and communicated to the Member in writing pursuant to article 23 above. Any amendment made will not be applied retroactively and in general in will enter into effect 15 (fifteen) Days from publication on the website or communication to the Member, whichever event occurs first. Any amendments made referring to adjustment to laws and rules will enter into effect immediately.

25.3. Usage of the Website and/or the Platform, and the Transactions, will be subject to the terms and conditions applicable at the time that the activities are carried out.

26. APPLICABLE LAW AND JURISDICTION

26.1. These Terms and Conditions are governed and must be interpreted by the laws of Italy. Similarly, each Transaction that takes place through the Portal is intended to be concluded and carried out in Italy and is therefore governed by Italian law. Application of the Vienna convention of 1980 regarding the international sale of movable goods is excluded.

26.2. Any disputes pertaining to these Terms and Conditions and the Transactions shall fall within the sole jurisdiction of the Court of Milan, with the exclusion of any other alternative court of jurisdiction.

27. FINAL TERMS AND CONDITIONS

27.1. Each of these terms and conditions will be treated separately and independently of the others. The invalidity, nullity or ineffectiveness of any of the provisions set forth in these Terms and Conditions shall not affect the validity or effectiveness of the remaining provisions.

27.2. Failure or delay in exercising any of the rights set forth herein by PlasticFinder does not constitute a waiver of such right.

27.3. PlasticFinder is not required to maintain a file of the applicable conditions over time. Members must print or save a copy of such Terms and Conditions for future reference.

Pursuant to articles 1341 and 1342 of the Italian Civil Code, the following provisions are specifically examined and approved:

4.3 (suspension and cancellation of the Account); 6 (operation of the Website and the Portal); 7 (termination and closure of the Website and the Portal); 11.8 (failure to conclude a purchase through the Portal); 12.2 (failure to conclude a sale through the Portal); 14.1 (forfeiture of the right to invoke noncompliance of the Products); 17 (limitations of guarantee); 18 (termination); 25 (modification of the terms and conditions); 26.2 (jurisdiction).