

GENERAL TERMS AND CONDITIONS OF SALE

Società agricola Casetto Aldo Brancher & C. s.s., Via Monte Noal e Pigno, 8, 37011 Cisano di Bardolino - VERONA (Italy), VAT No.: 03128020231 – Tax Code: 03290990260, (Seller) and the Customer, as identified in individual contracts executed.

whereas:

- The Seller and the Customer intend to regulate the sale of food products (hereinafter “Products”) indicated in individual purchase orders.
- In consideration of the specific nature of food products and the applicable legislation, the Parties intend to define the rules governing the resulting contracts for the transfer of agricultural and food products pursuant to and for the purposes of Legislative Decree 198/2021. In addition, the Parties intend to agree on the general and qualitative characteristics that the Products must comply with and on the obligations the Seller must meet to ensure compliance;

in light of the above, the Parties agree as follows:

Art. 1 – Subject Matter

The recitals form an integral part of the agreement and may be amended by the Parties through a written agreement signed by both.

The Seller undertakes to regulate the transfer of the Products that will be ordered by the Customer through specific purchase orders and approved by the Seller.

Art. 2 – Purchase Orders, Delivery Methods and Payment of the Price

In the purchase orders transmitted by the Customer, the quantities of the individual deliveries shall be indicated.

The Products shall be delivered within the time frames agreed between the Parties from time to time.

The Customer undertakes to pay the price of the Products indicated in the order confirmations or invoices sent by the Seller.

Payment of the price, pursuant to Article 4 of Legislative Decree 198/2021, shall be made within the deadlines indicated in the invoice. Payment shall be made according to the methods indicated by the Seller.

Art. 3 – Regulatory Compliance of the Products

The Products that the Seller will supply to the Customer must comply with the laws applicable in Italy, and in particular Regulation 1169/2011. The Seller undertakes to comply with the applicable Italian regulations also in the production and marketing of the Products, and in particular with the provisions of Legislative Decree 198/2021.

Art. 4 – Labelling

The Seller shall include on the Product label all information required by law and, in particular, all information referred to in Articles 9 and 10 of Regulation 1169/2011, or shall include all information that the Customer deems necessary and that will be communicated by the Customer before the order confirmation. The Products shall also be supplied with an appropriate system and labelling capable of ensuring traceability and retraceability and the specific identification of the Products in terms of quantity and quality.

Art. 5 – Confidentiality

The Seller undertakes to keep confidential, not to disclose to third parties, and not to use for third parties any information learned in the execution of the agreement, and not to inform third parties of the existence of a collaboration relationship with the Customer.

Art. 8 – Force Majeure

Each Party may suspend the performance of its contractual obligations when such performance is rendered impossible or unreasonably burdensome due to an unforeseeable and exceptional impediment beyond its control, which it was unable to avoid despite adopting all appropriate precautions required by due diligence (events attributable to the Seller's sphere of action and control – e.g., strike by the Seller's employees – shall in no case be considered unforeseeable and exceptional events).

The Party wishing to rely on this clause must immediately notify the other Party in writing of the occurrence and cessation of the circumstances of force majeure.

If the suspension due to force majeure lasts more than 60 days, each Party shall have the right to terminate this contract with at least 30 days' prior written notice to the other Party.

Art. 9 – Governing Law and Jurisdiction

This contract and any relationship between the Parties shall be governed exclusively by Italian law. In case of disputes, the exclusive competent court shall be the Court of Verona.

Art. 10 – Reference

For all matters not expressly provided for in this contract, reference is made to the provisions of Legislative Decree 198/2021, implementing Directive (EU) 2019/633, and to the Civil Code and other applicable laws in force in the Italian legal system.

Art. 11 – Privacy

The Parties acknowledge that for the purpose of concluding and performing this contract, personal data may be exchanged and processed in accordance with Regulation (EU) 2016/679.

The Parties further acknowledge that they have mutually informed each other of the provisions of the aforementioned regulation concerning processing methods and the exercise of the rights of the data subject and undertake to inform any of their employees, collaborators or third parties of the possible communication of the data to the other Party.