

FAMI S.r.l.

Registered Office: 36027 Rosà (VI), Via Stazione Rossano n. 13

Tax Code, VAT no. and registration with the Vicenza Register of Companies 03498610249 , R.E.A. VI -330190

Share capital € 100,000 fully paid up, PEC: PEC@PEC.FAMISPA.IT

GENERAL TERMS AND CONDITIONS OF SALE FOR FAMI PRODUCTS

1. Definitions

1.1 Within this agreement, the terms specified below shall have the following meaning:

- a) *Buyer*: any trader who purchases or proposes to purchase from Fami the products marketed by Fami;
- b) *Order confirmation*: means the document by which Fami accepts a Proposal;
- c) *Incoterms2010*: Incoterms of the International Chamber of Commerce, in the version in force upon finalizing the Order;
- d) *Order (s)*: means the contract, formed by the Proposal submitted by the Buyer and the Order Confirmation issued by Fami, which regulates the supply of Products;
- e) *Parties*: Fami and the Buyer;
- f) *Products*: goods covered by a sale or sale negotiation;
- g) *Proposal/s*: the request (s) to purchase the Products sent by the Buyer to Fami.

2. Scope of application

2.1 These General Terms and Conditions of Sale (hereinafter referred to as the "Terms") shall apply between Fami S.r.l. (hereinafter "Fami") and the Buyer also when they have not been agreed or mentioned by the Parties.

2.2 Any exceptions shall be valid only if contained in separate documents signed by the Parties.

2.3 The General Terms and Conditions of Sale are an integral part of all Orders, including when finalized by telephone, verbally, by fax, e-mail or Internet.

2.4 In the event of discrepancy between the provisions referred to herein and those contained in the Order, the latter shall in any case prevail.

3. Finalization of the Order

3.1 The Buyer may submit Proposals to Fami either directly or through agents and their representatives. However, an Order shall only be finalized after an Order Confirmation has been sent by Fami for each individual Proposal.

3.2 Fami expressly reserves the right to evaluate any Proposal, the acceptance of which it at its full discretion.

3.3 Any supply offers from Fami to the Buyer shall only be considered firm and irrevocable if qualified as such in writing by Fami.

3.4 The registered office of Fami shall always be the place of finalization of the Order, including for Orders that are finalized electronically.

4. Delivery deadline

4.1. Fami shall deliver the Products ex-works (EXW Incoterms2010). If requested, Fami shall take care of the transportation of the Products on behalf of the Buyer who shall bear all risks, costs and expenses. The payment of transport costs by Fami shall not affect the risks of the shipment, which shall continue to be borne by the Buyer at the latest upon delivery of the Products to the first carrier.

- 4.2. The delivery of the Products must take place within the deadline specified in the Order, computed in working days; however, the delivery deadline is purely indicative and is not an essential term of the contract and, in any case, does not include transport time.
- 4.3. Upon receipt of the *notice of goods ready for pick-up*, the Buyer must collect the Products within a maximum period of 10 (ten) days. Failing which, the Products may be stored outdoors, Fami being released from any liability, and all guarantees being forfeited in favour of Fami; the Buyer shall be charged for any handling and storage costs incurred by Fami, which may also, at its discretion, have the Products placed in storage at the Buyer's expense.
- 4.4. Within 10 (ten) days from the notice of goods ready for pick up, Fami shall be entitled to issue a regular invoice.

5. Complaints

- 5.1. Any complaints regarding the packaging condition, quantity, number or external characteristics of the Products (apparent defects) must be notified to Fami in writing within 8 (eight) business days from the date of receipt of the Products; failure to comply with this deadline shall result in forfeiture of the Buyer's related right.
- 5.2. Any complaints relating to defects that cannot be identified through diligent control upon receipt (hidden defects) must be notified to Fami within 8 (eight) days from the date the defect has been found and reported to Fami in the manner provided under warranty conditions; failure to comply with this deadline shall result in forfeiture of the Buyer's related right.
- 5.3. In no case shall agents, customers or intermediaries of Fami have the power to represent Fami or take any binding obligations on behalf of Fami vis à vis the Buyer or other third parties. To this end, any notice relating to faults or defects of the Products shall be invalid and ineffective if made to agents, customers or intermediaries of Fami.

6. Price

- 6.1. The prices of the Products shall be those specified in the Fami's price list in force at the time the Order is finalized or, if the Product is not included in the price list or the price list is not available, those specified in such Order Confirmation.
- 6.2. Unless otherwise agreed, the aforementioned prices shall be calculated ex works (EXW Incoterms2010). These prices do not include the costs of special packaging, shipping and transport from Fami's premises, which shall be borne by the Buyer. Unless otherwise agreed, the Buyer shall also bear all expenses, taxes or duties inherent in the sale of the Products, including the costs for all customs formalities (as well as any duties, taxes and other official charges to be paid for exporting the Products).

7. Payment terms

- 7.1. Where the terms of payment are not specified in the Order, the payment must be made within *30 days from invoice date end of month*, by bank transfer. The payment shall be considered made when the sum becomes available to Fami at its bank in Italy.

- 7.2. If the Parties agreed on an advance payment without further specifications, it is assumed that the advance payment refers to the entire price of the Products included in the supply order.
- 7.3. If the Parties agreed on a payment by direct remittance, this shall be done by *Swift* transfer - with fixed value date to Fami on the day the payment is due - at the bank specified by Fami.
- 7.4. In the event of late payment with respect to the agreed date, default interest at the statutory rate shall be applied to the Buyer. In addition, Fami shall be reimbursed for any costs incurred to recover the sums not promptly paid.
- 7.5. The Buyer is not authorized to make any deduction from the agreed price (e.g. in case of alleged Product defects), without prior written agreement with Fami.

8. Force Majeure

- 8.1. Both the Buyer and Fami may suspend the performance of their contractual obligations when such performance becomes impossible or unreasonably burdensome due to an unforeseeable impediment not under their control, such as for example, strikes, boycotts, lockouts, fires, wars, riots and revolutions, requisitions, embargoes, interruptions in energy supply.
- 8.2. The Party wishing to invoke this clause must immediately inform the other in writing that a force majeure circumstance has occurred as well as when such circumstance no longer exists.
- 8.3. If the suspension due to force majeure lasts more than eight weeks, each Party shall have the right to terminate the Order, subject to 10 days' notice, to be notified to the other in writing.

9. Change in the Buyer's financial situation

- 9.1. Fami shall be entitled to suspend the fulfilment of the obligations arising from the supply of the Products in the event that the Buyer's financial situation becomes such as to seriously endanger the Buyer's performance of its own obligations, unless a suitable guarantee is given.

10. Applicable Law and Court of Jurisdiction

- 10.1. The General Terms and Conditions of Sale and the Orders entered into between Fami and the Buyer shall be governed by Italian law.
- 10.2. For any dispute regarding the interpretation, performance, breach or termination of these General Terms and Conditions of Sale, the Court of Vicenza shall have exclusive jurisdiction, including in the event of joinder of proceedings.

11. Final provisions

- 11.1. Should one of the Parties fail to take legal action or exercise a right under these general terms and conditions of sale, such acquiescent conduct may not be interpreted as a final waiver to exercise such action or right in the future.
- 11.2. The sale of Products by Fami to the Buyer does not give the latter any exclusive territorial right nor does it allow the Buyer to take on the status of distributor or reseller of Fami.

11.3. Any communication from the Buyer to Fami in relation to these General Terms and Conditions of Sale must be sent to the following certified e-mail address (PEC): pec@pec.famispaspa.it. The aforementioned communications shall take effect upon receipt by the recipient.

12. Privacy

12.1. Pursuant to the provisions of Italian Legislative Decree 196/03, by accepting this contract, the Buyer declares that it is aware, and expressly consents, that its "personal data", provided (also verbally) by it or acquired during sale transactions, are kept with Fami in its (paper, electronic or telecommunications) archives and processed as part of the conduct of business activities of Fami for management purposes, the fulfilment of legal obligations, and for statistical, commercial, marketing, promotional and credit protection purposes. These data may also be: (a) disclosed to companies, entities, consortia or associations responsible for credit protection, (b) disclosed/disseminated to subsidiaries, parent companies or associates engaged in commercial, market research, marketing, management, IT management activities or such companies can be given access to the aforementioned archives. In relation to the processing of the aforementioned data, the Buyer may exercise the rights set forth in art. 7 of Italian Legislative Decree 196/03 and Fami must promptly provide the information requested pursuant to the said article. The data controller is Fami in the person of its pro-tempore legal representative. The data can be processed at the company's registered office or at tax consulting firms, as well as at the premises of any other professionals, whom have been given a bookkeeping mandate and any other relevant assignments.

13. Compliance with Law 231/2001

13.1. The Buyer acknowledges that Fami has adopted and applies an Organization, Management and Control Model pursuant to Italian Legislative Decree no. 231/01, along with the related Code of Ethics and Disciplinary System the details of which can be viewed on the company website www.famispaspa.it. The Buyer endorses the principles of the aforementioned Organization, Management and Control Model and the annexes thereto and undertakes to comply with its contents, principles and procedures and, in general, to refrain from any conduct that may constitute any of the offences specified in Italian Legislative Decree 231/01, as amended, and included in the aforementioned Organization, Management and Control Model. The Buyer also undertakes to comply with, and cause its collaborators to comply with, all the principles contained in the aforementioned documentation and the principles of conduct envisaged by our organization pursuant to Italian Legislative Decree no. 231/2001, which are attached to this contract. Any breach of the rules provided by the aforementioned documents shall constitute a serious breach of the contract.