

TRENTOFRUTTA S.p.A. GENERAL CONDITIONS OF SALE

Pursuant to and by virtue of Articles 1469 *bis* et seqq. Italian Civil Code, the parties declare that the entire contract and all its clauses have been discussed and negotiated between the same.

1. Scope of Validity – Nature of the Contract – Orders

- a) Subject to any waiver and amendment which must be approved in writing, these conditions of sale shall be valid and effective for each subsequent order sent by the customer and for every single supply made by the company TrentoFrutta S.p.A. (hereafter: TrentoFrutta), thus excluding the existence of a continuous relationship of administration and/or concession and/or distribution. By sending the purchase offer to TrentoFrutta, these conditions are recognised as binding by the customer.
- b) Following written confirmation by the customer of TrentoFrutta's written offers and/or proposals, the same are deemed to be accepted and irrevocable.
- c) In the case of direct orders, which must be drawn up in writing and forwarded by the customer to TrentoFrutta, these constitute irrevocable order proposals, once 24 hours has passed from receipt of the same by TrentoFrutta and they shall be deemed as accepted only following written confirmation from the latter, which will be sent to the customer by way of post, fax and/or e-mail.
- d) The customer declares that it is aware that any agreements, negotiations or amendments agreed orally with agents/collaborators/employees of TrentoFrutta shall not be binding; the contract being deemed as finalised by TrentoFrutta only after sending the order confirmation pursuant to previous art. 1 c).
- e) The customer shall be exclusively liable for any irregularities resulting from incorrect transmission by the same to TrentoFrutta of data relating to manufacturing and packaging, such as technical data (circumference, length, colour, etc.), data relating to labelling, etc.
- f) TrentoFrutta reserves the right, at its sole discretion, to accept any requests for modifications that might be sent by the customer in writing at a date following commencement of the three days referred to at previous art. 1c) and/or the written confirmation referred to at art. 1b), based upon the status of manufacturing of the ordered products. Requests for modifications must be sent in writing and in any event any modifications which constitute replacing the ordered product entirely (*aliud pro alio*) shall be deemed to be refused. It shall be the responsibility of TrentoFrutta to promptly inform the customer of the acceptance of the request for modifications, notwithstanding that once 2 days have passed from receipt of the request for modification, in the absence of a response,

that request shall be seen as rejected. The customer shall be liable for any additional costs and expenses resulting from the request for modification and/or additions.

2. Prices – Delivery – Customer Charges

a) The prices are contained within the TrentoFrutta price lists valid at the time of the order confirmation and are understood to be net of VAT. Those prices, unless otherwise agreed, are “FCA TrentoFrutta spa – Trento” in compliance with the Incoterms 2010 rules for international sales.

b) The prices contained in the orders refer exclusively to the products mentioned therein; for any additional works that TrentoFrutta is asked to carry out following signature of this contract, the prices calculated by TrentoFrutta at the time of their implementation shall be applied.

c) The delivery terms set out in the order are strictly indicative and are not binding. TrentoFrutta shall not, therefore, be liable for any delay in delivery. In particular, TrentoFrutta shall not be liable for delays resulting from unforeseeable circumstances, force majeure or events not attributable to TrentoFrutta, therein including the actions of third parties; the customer being aware that some products, accessories and raw materials used for manufacture and distribution by TrentoFrutta are purchased from third party suppliers. In any case, any liability for delays in delivery must be excluded, where that delay is attributable to requests for modifications by the customer, as accepted by TrentoFrutta. TrentoFrutta also reserves the right to make partial deliveries, with liability being excluded for delays in delivering any products not yet supplied.

d) Unless otherwise agreed, the delivery is made “FCA TrentoFrutta spa – Trento” in compliance with the Incoterms 2010 rules. The delivery term shall be deemed to be fulfilled and complied with upon delivery of the goods by TrentoFrutta personnel and/or third parties assigned by it as third party carrier.

e) Upon the delivery “FCA TrentoFrutta spa – Trento” in compliance with the Incoterms 2010 rules any liability and risk relating to transportation of the goods is transferred to the customer.

3. Payments – Complaints of Defects

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- a) Unless otherwise agreed, payment must be made by and not beyond the terms agreed between the parties, to be deemed as final, without deductions, to TrentoFrutta.
- b) Pursuant to and by virtue of Art. 4 and Art. 5 Italian Legislative Decree No. 231/2002, in implementation of EU Directive 2000/35/EC, in the case of delayed payment, the customer shall be obliged to pay interest in arrears at the level of the legal interest rate, as well as to reimburse all legal costs incurred for the delayed recovery of credit.
- c) TrentoFrutta is entitled, at any time, to suspend or cancel the order or to alter the payment terms, where, at its sole judgement, the customer's state of solvency is lacking or diminished. Where, at the date of delivery, the customer has not yet provided payment of what is due (payment of the advance price, previous supplies, contractual securities), TrentoFrutta shall be entitled – without such involving any indemnity or compensation for damages to the customer – to deliver the goods only subject to the payment of every unpaid invoice.
- d) Where the customer fails to promptly pay the agreed price, the contract shall be deemed to be automatically terminated at the customer's liability and in the case of agreed payment instalments of the price, the customer shall automatically forfeit the benefit of the term, without the need for any notification whatsoever. TrentoFrutta shall therefore have the right to demand immediate payment for all supplies already made, without prejudice to its right to compensation for further damages.
- e) Any dispute or claim does not entitle the customer to suspend or delay the agreed payments. The customer may not raise exceptions or bring actions against TrentoFrutta, without having paid any suspended payment, therein including payment for the goods to which the claim refers.
- f) The customer undertakes to check the goods at the time they are unloaded from the means of transport and to report any defects, at the latest, within eight days of delivery of the goods, in writing, by fax or by recorded delivery letter with acknowledgement of receipt, attaching the delivery note and a clear description of the nature of the defect; in the case of concealed defects, the same must be reported within 8 days of their discovery. TrentoFrutta does not accept any liability for defects reported outside the term identified herein.
- g) The guarantee contained within the previous article must therefore be excluded in the following cases:
defects resulting from incorrect method of transportation and storage of the products;
defects or irregularities resulting from erroneous identification of information for the manufacture and/or packaging of the same provided by the customer: weight variations: a) for aseptic and frozen packed goods, weight variations of ± 1 kg and b) for goods loaded in

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bulk in the tank, weight variations of ± 20 kg compared to the outgoing weight recorded by us.

h) Following the complaint, TrentoFrutta shall have the right, at its sole discretion, and subject to acceptance by the same of the defect, either to replace the product or reduce its price. TrentoFrutta shall also have the exclusive right to check the defective product onsite or to request that the product be returned, at the customer's expense. Disputed goods may be returned to TrentoFrutta only following its specific authorisation.

i) The guarantee in question covers only the repair of the defective product or, at the discretion of TrentoFrutta, replacement of the same or refund of the price; with any further charge for direct or indirect damage, therein including loss of profits and loss of earnings, being excluded.

4. Information Notice and Consent to Personal Data Processing

a) Our customers are hereby informed that the processing of their personal data by the firm TrentoFrutta S.p.A., controller of the same, shall occur in electronic or manual form, exclusively to fulfil any ongoing and future contractual duties, to comply with the rules of law and with the regulations of the relevant legal authorities, to keep appropriate accounts and customer files, as well as to send publicity material and information and for market research, pursuant to Italian Legislative Decree dated 30 June 2003, No. 196. The customer confirms that it has made itself aware of the basic information notice contained herein and that it has read the full information notice relating to personal data processing, which supplements this basic information notice, as well as the rights of the interested party, published on our internet website: www.trentofrutta.com.

By signing these general conditions of sale, the customer expressly confirms that it has received the afore-mentioned information notices and it has read the same and therefore gives its consent, with reference to the purposes contained therein pursuant to Art. 23 and Art. 24 Privacy Code, to the processing, transmission and dissemination of its data by the controller and/or manager.

5. Applicable Law and Court with Jurisdiction

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- a) For anything not covered and regulated by this Contract, reference will be made exclusively to the rules of Italian law with express application of the Vienna Convention of 11.04.1980 for all parts not expressly regulated by this Contract, expressly waiving the application of any other law.
- b) The parties agree that the only Court with jurisdiction for any dispute relating to the implementation and/or termination and/or interpretation of this contract is the Court of Trento – Italy

Pursuant to Art. 1341 Italian Civil Code, the customer declares that it has read and specifically approves the following clauses: 1.a) validity of these conditions for all sales; 1b) irrevocability of the written confirmation; 1e) irrevocability of the order after 24 hours; 1e) final nature of the characteristics provided by the customer; 1f) request for additions and modifications; 2c) Exemption from liability for delays in delivery – partial deliveries; 2e) customer liability for transportation risk; 3c) Trentofrutta's rights in cases of failed or delayed payment; 3d) Contract termination and forfeiting the benefit of the term; 3f) complaints of defects; 3g) Cases of exclusion of Trentofrutta liability; 3h) Trentofrutta's rights in cases of complaints of defects; 3i) exclusion of compensation for direct and indirect damage; 4a) Consent to personal data processing, 5a) and b) applicable law and court with jurisdiction.