

ALBITALIA s.r.l. - GENERAL TERMS OF SALE

These general terms and conditions of the Sale (hereinafter also only the "Contract") are to be considered an essential and integral part of every supply of the Italian company Albitalia S.r.l., with registered office in Milan, Via Andrea Verga n. 12, VAT n. and F.C 03834780151 (hereinafter also only "Albitalia" or "Company") from the date hereof, even where not referred to in the individual order and until expressly waived, and replace any conditions previously placed by the Company or the purchaser (hereinafter also only "Purchaser" or "Customer").

1. Object of the supply

- 1.1 The scope of supply includes the materials and quantities specified in our order confirmation.
- 1.2 The information in our catalogs, websites, photographs, and in general in any of our documents shall be understood as demonstrative and non-binding, only the information attached to order confirmations and counter-signed by the Company shall be binding.
- 1.3 Ownership of the illustrations, technical information referred to in the supplied goods shall remain exclusively held by the Company, with no dissemination or copying thereof.
- 1.4 The products supplied by Albitalia are designed, manufactured and marketed exclusively for animal feed. Therefore, the Company cannot be held liable to the Purchaser for any use other than those indicated above.

2. Order mode

- 2.1 Orders must be received in writing (and will be binding only when accepted with relative order confirmation from the Company) and must be complete with all information necessary for the correct execution of the supply.
- 2.2 Albitalia is exonerated from any liability with respect to the accuracy of the information.

3. Prices and offers

- 3.1 The price of the products is defined in the Company's order confirmation, excluding VAT or other taxes, unless otherwise stated.
- 3.2 The price of the products shall be considered "*delivered at place*" unless otherwise stated in writing.

4. Order Confirmation

- 4.1 Should the Albitalia order confirmation show differences, in its individual elements, with respect to the understandings or the order received, the Customer shall contest them in writing within 5 days from receipt, otherwise the order confirmation shall be deemed accepted as drafted.

5. Delivery terms

- 5.1 The delivery terms referred to in Albitalia's order confirmation are entirely indicative and not binding.
- 5.2 Any delay shall therefore not be a just cause for termination for non-performance of the Contract referred to in the current order.
- 5.3 Under no circumstances shall the Company be liable for damages or penalties for delay, having the parties understood the terms referred to in the order confirmations as non-binding.
- 5.4 Notwithstanding the foregoing, the Company will make every effort to avoid delays on confirmed delivery dates.

6. Methods of delivery

- 6.1 Delivery of the products shall be understood to be agreed upon delivered at place, at the destination indicated by the Customer in the order confirmation, unless otherwise agreed in writing.
- 6.2 Failure to collect and/or refusal to deliver shall relieve Albitalia of any responsibility for the holding of the product, without any obligation to give notice of default.

7. Product quality

- 7.1 Albitalia confirms that the products delivered, within the terms set forth in the Order Confirmation, are of a quality corresponding to the characteristics indicated in its technical data sheets and are in compliance with the regulations in force in Italy for each product; free from defects or faults which make them inappropriate for the use for which they were made and for which they are normally intended or which significantly reduce their value. All except where products of particular quality have been ordered and Albitalia has accepted the supply at the express request of the Buyer. In such latter case, Albitalia assumes no liability for anything that may occur as a result of the use of such particular products.
- 7.2 Albitalia assumes no responsibility for the maintenance of the qualitative characteristics of the product supplied if the same has been manipulated and/or processed by the Purchaser and/or not stored in a manner conforming to the normal conditions of use or beyond the specifically indicated expiry date, without the Customer having previously consulted Albitalia on the possible effects resulting from the mixing of the product or from an use different from the one indicated.
- 7.3 In the event of resale of the product, the Purchaser may not modify and/or alter the original packaging under penalty of losing any warranty on the finished product.

8. Claims

- 8.1 The Purchaser must inform the Company within 5 days of receipt of the goods and in writing of incomplete deliveries or clearly identifiable defects, under penalty of forfeiture of statutory and Contractual warranties.
- 8.2 In the event of a dispute, the Purchaser shall refrain from using the product itself, which shall be properly stored in order to permit appropriate inspections by the Company and waiting for communications from the Company.

9. Warranties

- 9.1 Within the limits of the provisions of the present general conditions and of timely notification, Albitalia s.r.l. undertakes to remedy any imperfection of the Contractual products which is a consequence of a material or processing error, for the duration of 30 days from the date of delivery of each individual product;
- 9.2 The possible existence of any defects or faults does not cause the termination of the Contract, nor the Purchaser's right to claim sums as compensation for damages, but only the right to obtain the replacement of the defective product. In the latter event, the replaced product shall return to the Company's property;
- 9.3 In this regard, it is expressly agreed that the Purchaser shall not be entitled to raise any further claim against the Supplier for any reason or cause whatsoever and in particular for consequential damages and loss of profit.
- 9.4 Any defects and faults resulting from normal deterioration of the contractual products or those resulting from improper use of the goods shall remain excluded from this warranty; improper uses shall include those performed in breach of those provided for under Article 1.4. Products reported as defective must be returned to Albitalia s.r.l. carriage paid, accompanied by regular packing slip showing Albitalia's bill of sale or invoice.
- 9.5 Products reported as defective must be returned to Albitalia s.r.l. in "*carriage paid*", together with a regular delivery note showing Albitalia's bill of sale or invoice.
- 9.6 In any case, the guarantee under this article does not include the costs of transportation, shipping and any travel by Albitalia personnel.
- 9.7 Under no circumstances shall any dispute over the products entitle the Purchaser to suspend or delay payment in whole or in part within the agreed terms.

10. Payments

- 10.1 Payment terms and conditions are as reported in the order confirmations.
- 10.2 Delay in payment, even partial, of Albitalia invoices beyond the agreed due date shall give rise to the charge, without notice of default, of the interest referred to in Italian Legislative Decree 231/2002.
- 10.3 It is understood that the non-payment or delayed payment of even a single invoice will result on forfeiture of the benefit of the term for all the invoices issued, so that the relevant amounts will be considered immediately due and payable.
- 10.4 In such cases, it shall also be the right of Albitalia to deem the Contract temporarily suspended or permanently terminated, not proceeding with the fulfillment of any orders in progress, without the Purchaser having any claim for compensation, indemnity or otherwise for any reason or cause whatsoever.

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11. Reservation of property

11.1 In the event that payment, for contractual agreements, must be made, in whole or in part, after delivery, the products delivered will remain the property of Albitalia until full payment of the price, the sale being understood to be a sale under reservation of title pursuant to art. 1523 Italian Civil code.

12. Protection of Personal Data

12.1 Pursuant to and for the purposes of Articles 13 and 14 of Regulation (EU) 2016/679 (hereinafter also only "GDPR"), Albitalia, as the data controller, informs the Customer that the personal data provided by the same in the context of the execution of this Contract are processed in accordance with the current legislation on the protection of personal data.

12.2 The Customer's personal data are processed by Albitalia exclusively for the following purposes:

(i) proper execution of this Contract and the services contemplated herein. The legal basis is the performance of the Contract, as provided under Article 6(1)(b) of the GDPR;

(ii) fulfillment of applicable legal obligations, regulations or legislation. The legal basis is the fulfillment of a legal obligation, as provided under Article 6(1)(c) of the GDPR;

(iii) execution and proper administrative and accounting management of this contractual relationship. The legal basis is from the legitimate interest, as provided under Article 6(1)(f) of the GDPR.

The provision of personal data is necessary for the execution of the Contract. Any refusal will result in the impossibility of finalizing this Contract and fulfilling the contractual obligations contemplated herein.

12.3 Albitalia hereby informs the Customer that personal data are processed by means of electronic and paper instruments, in compliance with the principles of lawfulness, correctness, transparency and confidentiality. Albitalia also guarantees that adequate security measures have been adopted to protect personal data from any illicit and unauthorized access leading to - inter alia - unauthorized disclosure, loss, destruction and/or alteration thereof. Notwithstanding the fact that personal data are neither transferred outside the European Economic Area nor subject to dissemination, the same may possibly be communicated, exclusively within the scope of the purposes indicated above, to third parties, such as tax and legal advisors, banking institutions and competent authorities.

12.4 Albitalia informs the Customer that it may at any time exercise its rights under Articles 15-22 of the GDPR by forwarding the request to the following e-mail address _____.

13. Exclusive jurisdiction and final clause

13.1 The Court of Milan shall have exclusive jurisdiction over any dispute concerning the performance or validity of this Contract.

13.2 No supplement, modification or waiver of this Contract shall be valid unless approved in writing by the parties.

13.3 This Contract is the result of a negotiation between the parties with reference to each of its clauses. Therefore, the provisions of Articles 1341 and 1342 of the Italian Civil Code shall not apply.

Milan, February 4 2025

Albitalia



Customer

