

1. General

1.1. The Supplier - *i.e.* the Party supplying goods and/or performing services (hereinafter referred as "Goods" and/or "Services") - and any Ircia group company (hereinafter referred as "Ircia") agree that any agreement, order, or purchase of Goods and/or performance of Services by Ircia (hereinafter referred as the "Agreement") will be subject to and incorporate these Terms and Conditions.

1.2. Ircia reserves the right to change these Terms and Conditions if it is understood that such changes will not apply to orders already accepted.

1.3. The terms and conditions set forth on the face of Ircia's Purchase Order shall prevail in the event of any conflict with those contained herein. Any different or further conditions provided for in the confirmation order or in any other document formed by the Supplier shall not be considered valid unless expressly accepted in writing by Ircia.

1.4. For the avoidance of doubt, unless otherwise agreed to in writing by the Supplier and Ircia, no other terms and conditions of the Supplier or its respective agents, brokers or distributors, shall apply to the purchase by Ircia of Goods and/or Services from the Supplier, and any such terms are hereby rejected and excluded.

1.5. The Agreement represents the entire agreement between Ircia and the Supplier with respect to the purchase of the Goods and/or performance of Services and can only be modified by a written agreement between the Supplier and Ircia.

2. Orders and Formation of the Agreement

2.1. Each Purchase Order is an offer made by Ircia to Supplier and the Agreement is formed when Ircia's Purchase Order is accepted by the Supplier. The Agreement shall be deemed formed and the Purchase Order accepted if the latter is not rejected by Supplier in writing within 48 hours from its issuance date. Ircia may revoke or amend the Purchase Order and/or refuse the supply or performance, until the Supplier has returned the Purchase Order confirmation duly countersigned or at the latest within 48 hours.

2.2. No Purchase Order shall be capable of acceptance by the Supplier unless it is in writing on Ircia's official order form and is signed by an authorized representative on behalf of Ircia, unless otherwise agreed in writing by Ircia.

2.3. The Supplier, by accepting the Purchase Order, undertakes to supply the Goods and/or perform the Services in accordance with the Agreement (and the documents referred to herein). The Supplier's performance of all or any part of any Purchase Order shall constitute acceptance by the Supplier of the Agreement.

2.4. In the event that the Supplier's acceptance of the Purchase Order contains additions and/or changes, such additions and/or changes shall be indicated in writing and accepted by Ircia, before executing the contract, which shall be deemed as accepted by Ircia only when the latter expressly confirms such additions and/or changes in writing by issuing a specific Purchase Order reflecting the additions or changes included by the Supplier.

2.5. In the event that the supply of the Goods and/or performance of the Services takes place prior to the acceptance of the amendments by Ircia, the Agreement shall be deemed to have been concluded on the terms indicated in the original Purchase Order.

3. Price and Payments

3.1. The price of the Goods and/or Services shall be stated in the Purchase Order. The price shall be inclusive of all packaging, packing, labelling, insurance, delivery, installation costs and all other costs incurred by the Supplier in relation to the Goods and/or Services and their delivery and/or performance unless otherwise specified in the Purchase Order.

3.2. If a price is not specified in the Purchase Order, the Goods and/or Services shall not be billed at a price higher than the price last quoted in a previous Purchase Order for the same Goods and/or Services without the written consent of Ircia.

3.3. If the price is not specified in the Purchase Order and a price has not been quoted in a previous Agreement, then Ircia and the Supplier will agree upon the price of the Goods and/or Services at least five days prior to the date of scheduled delivery. In the event that the Supplier and Ircia fail to agree by that time, neither Ircia nor the Supplier will be bound by such Purchase Order.

3.4. If list prices applied by the Supplier are reduced prior to date of billing, the Goods and/or Services shall be billed at such lower price.

3.5. Without prejudice to Article 3.4, unless otherwise agreed in writing, the prices indicated in the Agreement are understood to be fixed and not subject to any upward revision, regardless of any variations in the prices of raw materials and/or labour costs that may occur during the performance of the Agreement.

3.6. The terms and methods of invoicing and payment of the amounts actually due (and not contested) as the price for the Goods supplied and/or Services performed are those specified in the Purchase Order.

3.7. In all cases of non-performance by the Supplier, Ircia shall have the right to suspend payments due to the Supplier, without incurring any interest or penalty, until the Supplier has remedied the non-performance also pursuant to and in accordance with Article 1460 of the Italian Civil Code.

3.8. If any sums are due to Ircia from the Supplier, then Ircia shall be entitled to exercise the right to set-off such sums against any payments due to the Supplier from Ircia under the Agreement or any other contract between the parties.

4. Deliveries and Delivery Dates

4.1. Delivery of the Goods shall take place strictly in accordance with Ircia's delivery instructions indicated in the Purchase Order. If no delivery instructions are provided, then delivery will take place DDP ("Delivered Duty Paid" - Incoterms 2020), Ircia's facility.

4.2. Time of delivery of the Goods is of the essence of the Agreement and all agreed time frames will be deemed critical. Ircia shall be under no obligation to accept delivery of the Goods before the specified delivery time. Ircia reserves the right to claim for damages pursuant to Article 6 below in case of violation by the Supplier of the agreed time frames.

4.3. Ircia shall not be obliged to accept quantities of the Goods which vary in weight or otherwise from those indicated in the Agreement.

4.4. Unless otherwise agreed in writing, the Goods purchased under the Agreement shall be duly packed and prepared for shipment, including in accordance with the carrier's instructions, any transport specifications of Ircia or any requirement by the applicable laws and/or regulation, at the Supplier's care and expense. No additional charge may be made for packing, containers, storage or transport. The packing list must accompany each case or shipment of parcels, indicating the number of the Purchase Order together with the number of pieces and the description of the Goods. The Supplier is liable for any damage to materials or articles caused by improper packing, packaging, boxing or storage.

4.5. The Supplier shall provide with each consignment of Goods a valid certificate of origin as required by the applicable laws and/or regulations and/or under the North American Free Trade Agreement to receive the preferential rate of duty, if applicable. In the event the Supplier's certificate (if applicable), is rendered invalid by a customs administration due to an incorrect origin criterion, the Supplier shall reimburse Ircia for any costs arising from the use of such invalid certificate. Supplier is responsible at its own cost for complying with all export and import legislation, regulation and controls, including obtaining export and import licenses, and paying all applicable duties, and for obtaining all other consents required to deliver the Goods or perform the Services.

4.6. Unless otherwise agreed in a Purchase Order, the Supplier shall advise Ircia of the exact delivery date when confirming an Purchase Order. If no delivery date is specified in a Purchase Order, Ircia reserves the exclusive right to specify subsequently the delivery date for any and all quantities specified in a

Purchase Order. The Supplier shall promptly advise Ircia if it is unable to deliver the Goods or provide Services by the specified delivery date.

4.7. The Supplier shall not deliver any Goods prior to any date specified by Ircia unless otherwise notified by Ircia. Ircia reserves the right to require the Supplier to delay delivery on any Agreement. Goods shipped in advance of schedule may be returned to the Supplier at the Supplier's expense.

4.8. Supplier will perform the Services at the times set out in the Purchase Order or as otherwise agreed. The time of performance of the Services is of the essence of the Agreement and all agreed time frames will be deemed critical.

4.9. Hazardous Goods must be marked by the Supplier with international danger symbol(s) and display the name and type of material in the official language of the country (part of the country) where the Ircia purchasing entity is located (hereinafter referred as "Local Language") and must be accompanied by emergency information also in the Local Language in the form of instructions, labels or markings. Supplier's attention is drawn to international agreements relating to the packing, labeling and carriage of hazardous goods with which the Supplier shall comply.

4.10. Title to and risk in the Goods shall pass to Ircia on delivery in accordance with the Purchase Order.

5. Quality and quantity (Specification)

5.1. It is hereby understood between Ircia and the Supplier that the written specification for the Goods and/or Services (whether provided by Ircia or prepared by the Supplier and approved by Ircia) and attached to or described in the Purchase Order and which sets out certain characteristics, qualities, quantity, volumes, properties or other standards for the Goods and/or Services (hereinafter referred as "Specification") will be directly provided by Ircia to the Supplier. In case no Specifications are provided by Ircia, the Supplier shall be responsible to provide Ircia with a Specifications proposal that Ircia will be entitled to accept or refuse, in whole or in part, at its own discretion. In any case, the Supplier's Specification will become valid only upon written acceptance by Ircia and once accepted the Supplier will not be entitled to further amendments to the Specifications.

5.2. The Supplier acknowledges that unless specifically set forth in the Purchase Order, any indication given by Ircia to the Supplier as to the possible volume/quantity of the Goods and/or Services that Ircia may require the Supplier to supply in any given period shall be non-binding for Ircia and the latter shall have no liability to the Supplier in the event that the volume/quantity of any Goods and/or Services actually purchased by Ircia shall deviate from that/those indicated.

5.3. Likewise, where Ircia supplies forecasts of its requirements for any Goods and/or Services to the Supplier they shall be non-binding and given only for the purpose of facilitating production scheduling and the submission of Orders.

6. Indemnification and Liability

6.1. The Supplier shall indemnify, keep indemnified and hold harmless Ircia its customers, employees, sub-contractors, distributors, and agents in full and against all liabilities (including any tax liability and legal fees) direct, indirect and consequential losses, damages, claims, proceedings and legal costs, judgments, costs and expenses which Ircia incurs or suffers directly or indirectly in any way whatsoever as a result of:

- any breach of warranty given by the Supplier in relation to the Goods or Services;
- any claim and/or right that the Goods, or receipt, use or supply of the Goods or the performance of the Services, arising out of or in connection with the manufacture, supply or use of any patent, copyright, registered design, design right, trade mark, trade name or other intellectual property right of any other third party except to the extent that the claim arises from any specifications, drawings, samples or descriptions provided by Ircia;
- any claim made against Ircia in respect of any liability, loss, damage, cost or expense sustained by Ircia's employees or agents or by any customer or third party to the extent that such liability, loss, damage, cost or expense arises out of, or in connection with, the supply of the Goods or the performance of the Services;
- any negligence, breach of contract, delay, failure, act or omission of the Supplier or its employees, agents or those persons with whom the Supplier enters into any contract pursuant to which the Supplier agrees to source the provision of any of the Services or Goods from that third party or its or their servants or agents (hereinafter referred as "Sub-Contractors") in connection with the Agreement.

6.2. The Supplier undertakes to:

- inform Ircia in writing, promptly and in any case no later than (i) 6 (six) hours for matters of Food Safety and (ii) 3 (three) days for other matters, after the Supplier becomes aware, of the occurrence of facts and/or circumstances that may give rise to disputes on the part of third parties and/or for which third parties may legitimately make claims, and/or of proceedings instituted or threatened by third parties and/or the competent authorities;
- deliver to Ircia a list of emergency contacts of the Supplier which shall constantly update;
- assume the burden of prompt settlement of any claims by third parties who consider that their rights have been infringed by reason of Ircia's possession or use, as the case may be, of the Goods and/or Services;
- cooperate in good faith with Ircia in choosing the best line of defense. Ircia shall have the right to appoint, at the Supplier's cost and expense, its own advisers to join the advisers appointed by the Supplier to defend against the action taken or threatened by the third party.

7. Inspection of Goods and Acceptance of Goods and Services

7.1. Ircia shall have fifteen days from the receipt of the Goods to inspect the Goods and to accept or reject them. However, where the Goods are in sealed packages or containers Ircia shall not be obligated to open any such packages for the purposes of inspecting them and shall not be prejudiced if such Goods are subsequently found to be defective or otherwise not in accordance with the Agreement. Ircia's count and weight shall be accepted as final in any delivery not accompanied by a packing slip.

7.2. The signing of any delivery note or other document acknowledging physical receipt of any Goods shall not be deemed to constitute or evidence acceptance or approval of the Goods.

7.3. Ircia will not be deemed to have accepted the performance of the Services as completed until Ircia provides Supplier with formal acknowledgment in writing to that effect.

8. Breach of the Agreement

8.1. In the event that Supplier breaches any terms of the Agreement (including a failure or delay in delivery) or Ircia terminates the Agreement in accordance with Article 9 then, whether or not the Goods and/or Services have been accepted, without prejudice to any other right or remedy Ircia may have (contractual or otherwise), Ircia may:

- reject the Goods (in whole or in part) and return them to the Supplier in the condition in which they were delivered at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier;
- recover from Supplier any additional expenditure reasonably incurred by Ircia in obtaining substitute goods and/or services from another supplier;
- require Supplier at its sole cost to replace or repair the Goods or perform the Services (as applicable) as is necessary within 7 days so that the Goods and/or Services conform to the Agreement;
- withhold payment of the price of the Goods and/or Services until requirements of the Agreement are entirely fulfilled.

8.2. If Ircia exercises any right under the Agreement, Ircia may at its absolute discretion require Supplier to collect the relevant Goods forthwith or return the Goods to Supplier at Supplier's cost, without prejudice to the right to request for damage compensation.

9. Termination and Withdrawal

9.1. In addition to any other rights Ircia has based on the Agreement or applicable law (also pursuant to Article 1456 of the Italian Civil Code), Ircia shall have the right at any time by giving notice in writing to the Supplier to terminate any Agreement immediately if:

- the Supplier commits a breach of any of the obligations set out in Articles 2, 3, 4, 5, 6, 11, 13, 18, 20.4 of these Terms and Conditions; or
- the Supplier's personnel while on Ircia premises fail to abide by all relevant security, hygiene, health and safety and other applicable regulations and work practices applicable at the premises or is in breach of the Ircia Code of Ethics;
- the Supplier, its personnel or Sub-contractors and their personnel or any other third party acting on behalf of the Supplier for the purpose of recall, claims for RASFF breach or will be deemed to have failed an audit and/or any other inspection performed by Ircia or by third party on Ircia's behalf.

9.2. In addition to any other rights Ircia has based on the Agreement or applicable law, Ircia shall have the right at any time by giving notice in writing to the Supplier to withdraw from any Agreement immediately if:

- the Supplier enters into insolvency, bankruptcy, or any arrangement or composition with its creditors or any other arrangement or situation which has a like effect; or
- the Supplier ceases or threatens to cease to carry on its business or appears to be unable to provide the required Goods and/or Services; or
- the financial position of the Supplier deteriorates to such an extent that in the reasonable opinion of Ircia the capability of the Supplier to adequately fulfil its obligations under any Agreement has been placed in jeopardy; or
- ownership or control of the Supplier or its constitution or management is altered; or
- any conflict of interest arises between the Supplier and Ircia which, in the reasonable opinion of Ircia, is or may be materially detrimental to the interests of Ircia; or
- Ircia reasonably believes that any of the events mentioned above is about to occur in relation to the Supplier.

10. Consequences of Expiry, Termination or Withdrawal

10.1. Following expiry, termination or withdrawal of the Agreement or any part of it, for any reason:

- where the Services are terminated, the Supplier shall immediately deliver to Ircia all documents, products and materials developed by the Supplier or its agents, contractors and/or employees as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts) (hereinafter referred as "Deliverables"), whether or not then completed, and return all materials, equipment and tools, drawings, specifications and data provided by Ircia to the Supplier (hereinafter referred as "Ircia Materials") (or if Ircia so requests by notice in writing, destroy). Until they have been returned/delivered or destroyed, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Agreement;
- the accrued rights and remedies of the parties as at termination or withdrawal shall not be affected, including the right to claim damages in respect of any breach that existed at or before the date of termination or withdrawal; and
- clauses that expressly or by implication have effect after termination shall continue in full force and effect.

11. Goods Warranty

11.1. The Supplier warrants and represents to Ircia that the Goods and their packaging and labelling shall:

- be of satisfactory quality, reasonably fit for the purpose for which they would have been reasonably intended having regard to the nature of them or for the purpose for which Ircia previously indicated it intended using them or for any purpose that was held out by the Supplier prior to the placing of the Order (whether such purpose is implied or expressly stated in the Agreement);
- be free from any defects in materials and workmanship;
- correspond and function in all material respects with any Specification therefor or with a sample(s) of any Goods supplied by the Supplier to, and approved by, Ircia (hereinafter referred as "Sample") or with any written description thereof that may have been agreed between the Supplier and Ircia;
- be accompanied with accurate, complete and comprehensible instructions (in the English language) for the treatment, assembly, use and/or storage of the Goods; and
- comply with all applicable laws and statutory requirements and in particular will be fit for use in connection with the production of food and food products intended for human consumption for which the Supplier shall deliver all the relevant documentation provided by the applicable laws and regulations and/or will be required by Ircia.

11.2. The Supplier warrants that where any employee, agent or contractor of the Supplier is required to visit any premises of Ircia in connection with the supply of Goods, such employee, agent or contractor shall at all times comply with and observe all regulations and policies in force on such premises and shall comply with all applicable security, food hygiene, public health and health and safety rules, regulations and policies.

11.3. The quantity, volume, quality and description of the Goods shall, subject to this Agreement, be as specified in the Agreement and/or in any applicable Specification supplied or advised by Ircia to the Supplier or a Sample of the Goods.

11.4. Any Goods supplied under the Agreement shall be so formulated, designed, manufactured, finished, supplied and packaged as to be safe and without risk to health or safety when used or operated in accordance with all instructions or guidelines previously furnished by the Supplier to Ircia. It is the responsibility of the Supplier to acquaint itself with the purposes for which the Goods supplied are to be used by Ircia.

11.5. The Supplier guarantees, without imposing any obligation on Ircia to order any specific volume of Goods from the Supplier, that it has sufficient production and storage capacity to enable it to supply the Goods to Ircia.

12. Service Warranty

12.1. Supplier warrants and represents to Ircia that the Services shall be performed:

- strictly in accordance with the Framework Agreement, the Agreement and the Specifications and all relevant law, license, regulation and industry codes and comply with any other requirements which Ircia notifies Supplier of, including without limitation, policies and/or regulations relating to Ircia's site where the Services are to be performed;
- in cooperation with Ircia and comply with all reasonable instructions of Ircia; with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- by personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
- with the most suitable equipment, tools and vehicles in relation to the nature of the Services provided;
- using the best quality goods, materials, standards and techniques, and ensuring that the Deliverables, and all goods and materials supplied and used

in the Services or transferred to Irca, will be free from defects in workmanship, installation and design;

g) in compliance with all health and safety rules and regulations and any other security requirements that apply at any of Irca's premises;

h) safekeeping Irca Materials at its own risk, maintaining them in good condition until returned to Irca, undertaking to not dispose or use Irca Materials other than in accordance with Irca's written instructions or authorization;

i) without doing anything which may cause Irca to lose any license, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Irca may rely or act on the Services.

13. Intellectual Property Rights

13.1. All Irca Materials including any Specifications provided by Irca, and any copies made of the same, shall be the property of Irca, and shall only be used for the purposes of the Agreement, and shall be returned by the Supplier immediately on request to Irca at the Supplier's sole risk and cost.

13.2. Any and all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world (hereinafter referred as "**Intellectual Property Rights**") created or developed or acquired in the course of or as a result of any work carried out by the Supplier and/or its Sub-contractors under or in pursuance of the Agreement, shall, from the date of their creation or development or acquisition by the Supplier and/or its Sub-contractors, belong exclusively, in perpetuity, throughout the world, to Irca. The Supplier will assign or procure the assignment with full title guarantee to Irca of all such Intellectual Property Rights.

13.3. Without prejudice to the other provisions of this Article 13, the Supplier shall grant or procure the grant of a licence or sub-licence to Irca at no extra costs, of any Intellectual Property Rights which Supplier does not own, incorporated or utilized in any work done or Goods supplied or Services performed by Supplier for Irca in pursuance of the the Agreement sufficient to enable Irca (without infringing any third party's Intellectual Property Rights and without paying any royalty or payment) to make full use of the results of such work or such Goods or Services and to repair, update or maintain the work in which such results are incorporated.

13.4. Supplier hereby agrees at its own cost, to promptly do all such acts or deeds, or execute all such documents as may be required by Irca to give effect to the provisions and intentions of this Article 13.

13.5. Supplier waives all its moral rights arising from any copyright in the Goods or Services insofar as it is lawful to do so.

14. Confidentiality

14.1. Irca and the Supplier each agree to keep confidential all technical, commercial information, know-how, specifications processes, formulae, initiatives, information contained in or exchanged by the parties, including projected volumes, pricing and similar information or the purpose for which Irca proposes to use any Goods and/or Services and the existence of the relationship between Irca and the Supplier (hereinafter referred as "**Confidential Information**") that it receives from the other party and use it only for the purpose of performing the Agreement. Accordingly, each party agrees that it will not disclose or use that Confidential Information for its own benefit or the benefit of any third party. Each party agrees to take all reasonable steps to protect the Confidential Information and prevent its disclosure or use contrary to the obligation set forth herein.

14.2. The obligations of confidentiality set forth herein shall not apply to information that (i) was in the public domain at the time of the disclosure, (ii) was already known to the receiving party prior to the time of disclosure by the disclosing party, as shown by documentary evidence, (iii) is available or becomes generally available to the public other than through a breach of the Agreement by the receiving party, (iv) is acquired or received rightfully and without confidential limitation by the receiving party from a third party, as shown by documentary evidence, or (v) is independently developed by the receiving party's employees who have no knowledge of or access to the disclosing party's Confidential Information, as shown by documentary evidence.

14.3. Each of the parties acknowledges and agrees that the unauthorized disclosure or other violation, or threatened violation of the confidentiality obligations by such party may cause irreparable damage to the other party. Each of the parties further agrees that the non-breaching party will be entitled to seek an injunction and/or *interim* measure in any applicable jurisdiction prohibiting the breaching party from any such disclosure, attempted disclosure, violation or threatened violation without the necessity of proving damages or furnishing a bond or other security and in addition shall be entitled to such other relief to which it may be entitled in law or equity. Each party hereby indemnifies and holds the other harmless from and against all damages, losses and costs (including reasonable attorneys' fees) resulting from any such actual, attempted or threatened disclosure or violation.

15. Data Protection

15.1. Each party agrees that in performing their obligations under the Agreement, they shall comply with the provisions of all privacy laws applicable to the Agreement – including General Data Protection Regulation (EU) 2016/679 (hereinafter referred as "**GDPR**") – all regulations made pursuant to such legislation together with all codes of practice and other guidance issued by any relevant local government or other official regulators responsible for their enforcement in relation to Irca (hereinafter referred as "**Data Protection Legislation**") to the extent that it applies to each of them.

15.2. Both Irca and the Supplier will, at all times, fully comply with each of their obligations under the applicable Data Protection Legislation including obligations arising in connection with processing of any information relating to an identified or identifiable natural person such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person (hereinafter referred as "**Personal Data**") provided or obtained by each of them in connection with or arising from the Agreement. This Article 15 is in addition to, and does not relieve, remove or replace, a party's obligations under the applicable Data Protection Legislation.

15.3. Where the Supplier provides any Personal Data to Irca it will ensure that it is authorized to do so and that it has obtained such permissions as may be required for Irca to process that Personal Data as required for and in connection with the purposes for which the Personal Data was obtained.

15.4. The Supplier expressly acknowledges and agrees that Personal Data connected with the Agreement may be transferred to countries outside the European Economic Area. The Supplier therefore confirms that it will fully comply with its obligations in respect of such transfers where they occur and shall ensure that Personal Data it provides to Irca is capable of being so transferred (subject to Irca's own responsibilities where the transfer is made by Irca).

15.5. The Supplier will notify its relevant employees of Irca's rights under this Article 15.

15.6. Where and to the extent that the Supplier delegates any processing of Personal Data to a third party (regardless of whether or not such delegation is permitted by or notified to Irca) the Supplier shall remain fully liable for all acts, errors and omissions in connection with that processing as though they were the Supplier's own acts, errors or omissions.

15.7. Should the Supplier be a natural person, the Supplier's personal data will be processed in accordance with the modalities and purposes outlined in the

information notice on the processing of personal data provided to the Supplier as per Article 13 of the GDPR.

15.8. Following the expiry, termination or withdrawal, for any reason, of the Agreement, the Supplier shall:

- return to Irca all documents and materials (and any copies) containing, reflecting, incorporating or based on Irca's Personal Data;
- erase all Irca's Personal Data from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically practicable); and
- certify in writing to Irca that it has complied with the requirements of this clause.

16. Notice

Any notice required to be given in connection with the the Agreement will be in writing addressed to the other party by registered letter with return receipt at the registered office or by certified electronic mail.

17. Product Recall

17.1. Supplier shall immediately notify Irca in writing providing all relevant details if it discovers that there is: (a) any defect in the Goods which have been delivered to Irca at any time; (b) any error or omission in the instructions for the use and/or assembly of the Goods; which causes or may cause any risk of death, injury, damage to property or loss of reputation, or (c) any reason to believe that any Goods are not in compliance with applicable legislation.

17.2. Irca may withdraw or recall any Goods or any other products into which the Goods have been incorporated or products that have been manufactured using the Goods already sold by Irca to its customers (whether for a refund, credit or replacement which shall in each case be undertaken by Supplier at Irca's option) if Irca believes in its absolute discretion that the Goods may for whatever reason, be not in accordance with legislation, injurious to health or unfit for human consumption or where the continued sale of the recalled Goods would be inconsistent with the principles and standards applicable to good food production or would cause loss of reputation to Irca or any of its brands.

18. Insurance

18.1. The Supplier shall take out and maintain in force insurance policies, at its own cost with reputable insurers and with deductibles and limits defined under normal market conditions, in respect of the following: commercial general liability insurance, product liability insurance, business interruption insurance and all other insurances that are required to cover the Supplier's obligations and liabilities under the Agreement, together with all insurances required by law. At Irca's request, Irca shall be named as additional insured on any such policy(ies), and all coverage shall be primary and not contributory. The Supplier shall furnish to Irca, upon request, a certificate indicating that such coverage is in effect, and further requiring that the insurer shall give Irca at least thirty (30) days prior notice in the event of any material change or cancellation of any such policy. Irca reserves the right to request additional information at its own discretion and the Supplier shall provide the due information within a five (5) days.

19. Assignment, Sub-Contracting and Third Party Rights

19.1. Supplier shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Agreement without the prior written consent of Irca.

19.2. Any subsidiary or holding company of Irca or any other company to those related (hereinafter referred as "**Irca Affiliate**") may enforce any provisions of the Agreement on its own behalf and/or on behalf of any other Irca Affiliate. Irca may assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and obligations under the Agreement to any Irca Affiliate at any time without the prior written consent of Supplier.

19.3. In the event that Irca permits the Supplier to delegate any of its responsibilities/obligations under any Agreement, such permission shall not relieve or limit in any way the responsibilities/obligations of the Supplier *vis-à-vis* Irca under the Agreement. To the extent that any Goods are produced at any manufacturing plant, factory or other premises where any Goods are manufactured, produced, processed, blended, treated, packed, or stored by the Supplier (hereinafter referred as "**Facility**") other than one operated by the Supplier, any additional transport and other costs incurred by the Supplier in so doing shall be for the account of the Supplier.

20. Miscellaneous

20.1. Any provision of the Agreement that is held by a competent authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability, or unreasonableness be deemed severable and the other provisions of these terms and conditions and the remainder of such provision shall not be affected.

20.2. If either the Supplier or Irca is prevented by the existence or occurrence of any Acts of God, government orders, strike, lock outs or other industrial disputes, inability to secure labor, materials or supplies at commercial rates, accidents, plant breakdowns, wars, civil commotion or any other circumstances (whether the foregoing class or not) beyond the control of a party (hereinafter referred as "**Force Majeure**") from performing any of their respective obligations under the Agreement or is forced to reduce the volume of the Goods ordered or delivered or if it is prevented from or delayed in the carrying on of its business, then the party affected shall be entitled to suspend the performance of its obligations under the Agreement in so far as such performance is affected or restricted by the Force Majeure event. If a Force Majeure event prevents (i) Irca from being able to accept delivery of the Goods or performance of the Services; or (ii) the Supplier from delivering the Goods or performing the Services for more than five (5) days, then Irca may cancel the Agreement with no further liability to the Supplier.

20.3. The Supplier shall supply to Irca (when requested to do so and unless otherwise provided in the Agreement) at the Supplier's expense Samples of any Goods that it may from time to time be supplying to Irca.

20.4. The Parties shall take into the utmost consideration the principles of business ethics, especially the fight against corruption and respect for human rights. The Supplier acknowledges that Irca has approved its own Organisation and Management Model pursuant to Legislative Decree 231/2001 ("Model") and a Code of Ethics ("Code"), which forms an integral part of the Model and whose contents can be consulted on Company's website. The Supplier undertakes to adhere to the principles expressed in the Code and to observe them, as far as they are applicable, in the context of the negotiation activities and business relations in place with Irca, also undertaking to behave correctly and in compliance with the applicable regulations. The Supplier declares that it is aware of the fact that failure to comply with the principles and rules set out in the Code constitutes a serious breach of the contractual obligations undertaken towards Irca and may result in the termination of the existing contractual relations pursuant to art. 1456 of the Italian Civil Code, as well as the right of the same to be held harmless and compensated for any and all damage, prejudice, costs, charges and expenses suffered as a result.

20.5. The Supplier declares that the raw material and/or goods supplied to Irca do not originate from the countries or geographical areas subject to international economic sanctions as adopted by the European Union, the Office of Foreign Assets Control ("OFAC") and/or by the United Kingdom, nor they are provided, directly or indirectly, by any natural person or legal entity subject to sanctions and/or restrictive measures adopted by these authorities. By way of example, the Supplier declares that (i) the raw material and/or goods do not originate from the following countries: Iran, Cuba, North Korea, Syria, Belarus, Russia, regions not controlled by the government of Ukraine (Donetsk, Luhansk, Kherson,

Zaporizhzhia, Crimea) and that (ii) the Supplier, its shareholders and legal representatives are not targeted by any sanctions and/or restrictive measure adopted by the European Union, the Office of Foreign Assets Control ("OFAC") and/or by the United Kingdom. In case of any sanctions Irca may receive and due to non-compliance with the above will result in immediate termination of the contracts and/or orders with the right of Irca to seek further damages in addition to Supplier's obligation to pay the fine incurred.

20.6. No act, conduct or failure to act of a party shall constitute a waiver of any provision contained herein unless such waiver is in writing, executed by such party and delivered to the other party. No waiver by a party of any breach of any provision of the Agreement shall constitute a waiver of any other breach or provision.

20.7. Each right or remedy of Irca or the Supplier under the Agreement is without prejudice to any other right or remedy they might have under contract or at law or in equity.

20.8. Irca shall be entitled to refuse access to or remove any employee or agent of the Supplier who, while on the premises of Irca, behaves in a manner which is contrary to any law, regulation or company policy or which is unacceptable to Irca.

20.9. Irca shall be permitted to inspect any Supplier Facility and to conduct such tests and take such samples as it may reasonably require. The liability of the Supplier to Irca in respect of Goods shall not be diminished or affected by any failure on the part of Irca to inspect any Facility of the Supplier or to obtain samples or to conduct tests on the Goods or any of them.

20.10. In case of conflict between these terms in English and any translation therefrom, the English language version will prevail.

20.11. No modification, amendment or waiver of the Agreement shall be binding upon either party unless made in writing and duly signed by both parties.

20.12. The Agreement is governed by the laws of Italy, without giving effect to any choice or conflict of law provision or rule. The application of the Vienna UN Convention of 1980 on Contracts for the International Sale of Goods is expressly excluded.

20.13. All actions, disputes or proceedings arising out of or in connection with the Agreement between Irca and a Supplier with registered office at the date of the beginning of the dispute within the EU or in a State in which the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 10 June 1958) has not entered into force shall be exclusively submitted to the Court of Varese, Italy. All disputes - included those of not contractual nature – with any other Supplier arising out of, related or connected to these Terms and Conditions, shall be settled by arbitration under the Rules of the Chamber of Arbitration of Milan (the Rules), by a sole arbitrator, appointed in accordance with the Rules, which are deemed to be incorporated by reference into this clause. The Arbitral Tribunal shall decide in accordance with the rules of law of Italy. The seat of the arbitration shall be Milan. The language of the arbitration shall be English. The Arbitral Tribunal is prevented from issuing any interim measures.

Pursuant to art. 1341 and 1342 of the Italian Civil Code, the Customer declares its express acceptance of the following articles: art. 1 (General), art. 2 (Orders and Formation of the Agreement), art. 3 (Price and Payments), art. 6 (Indemnification and Liability), art. 7 (Inspection of Goods and Acceptance of Goods and Services), art. 8 (Breach of the Framework Agreement, Agreement and/or Terms and Conditions), art. 9 (Termination and Withdrawal), art. 20 (Miscellaneous)