

# Irc general Terms and Conditions of Sale

## 1. General

1.1. These Terms and Conditions of Sale shall apply to and/or form an integral part of all offers, tenders, purchase contracts or agreements, orders, order acknowledgements or call-offs placed under a purchase contract (hereinafter, an "Order"), under which Irc S.p.A. and/or its affiliates (hereinafter referred to as "Irc") supplies goods and products (hereinafter "Products") to purchaser/customers (hereinafter referred to as "Customer"), notwithstanding any terms contained in any order or other written correspondence submitted by the Customer to Irc.

1.2. Irc reserves the right to change its Terms and Conditions of Sale, lists and prices of Products at its discretion, as well as delist Products at any time, it being understood that such changes will not apply to Orders already accepted.

1.3. The specific terms and conditions set forth on the face of Irc's Order shall prevail in the event of any conflict with those contained herein. The special terms and conditions set forth in Irc's Order shall prevail in the event of any conflict with those contained in the framework purchase agreement. Any different or further conditions provided for in the order or in any other document formed/referenced or provided by the Customer shall not be considered valid unless expressly accepted in writing by Irc.

1.4. These Terms and Conditions of Sale along with any terms on the Order represent the entire agreement between the parties and supersede all prior negotiations, representations, agreements or documents, including but not limited to Customer's purchase order terms or terms and conditions of purchase.

1.5. If the Customer refers to several (legal) entities or companies, these shall be jointly and severally liable to fulfill all obligations arising from the agreement(s) entered into with Irc.

## 2. Offers and Orders placed under a purchase agreement

2.1. Any Order shall be sent to Irc in writing and shall only become binding after written acceptance by Irc, after which the Customer will no longer be entitled to modify the Order and shall be obliged to fulfill its obligations arising therefrom.

2.2. In the event of an Order that may relate to two or more purchase contracts with Irc, quantities shall be called off on a first-in-first-out basis.

2.3. In the event of an Order by the Customer that can relate to a purchase agreement with Irc, such Order shall be deemed as a call-off under such purchase contract unless confirmed otherwise in writing by the Customer at the latest at the time the order is placed.

2.4. If, within 15 days prior to the expiry of the delivery period specified in the purchase contract, there remains an outstanding balance, except in cases attributable to non-delivery by IRCA, Irc and the Customer shall negotiate in good faith the possible consequences (i.e. the extension of the delivery period against the applicability of an extension fee). Nonetheless, in case of no agreement between the Parties shall be reached, whereas the Customer does not purchase the remaining volume by the end of the initial delivery period (nor, in case of agreement, by the end of the extended delivery period), to compensate the additional costs in which IRCA will incur into, IRCA shall be entitled to charge the Customer the total value of the remaining volume plus a compensation fee of 5%.

## 3. Price and Payments

3.1. Prices are agreed in writing in the Order, according to Irc's price lists and will specify if sales taxes, VAT, cost of carriage, customs and excise of other duties payable are included or not.

3.2. Unless otherwise agreed in writing, payment for the Products shall be made to Irc within the number of days indicated in the Order and, in any case, within the terms provided for by the applicable law.

3.3. All sums due to Irc shall be paid by the Customer when due without deduction and the relevant payment shall not be deferred or postponed by the Customer on the basis of any claim, counterclaim or setoff.

3.4. In the event the Customer fails to pay the sums due in respect of the Products on or before the due date, Irc may, at its absolute and sole discretion, charge default interest according to applicable law.

3.5. In the case of payment via a bank, the date of payment shall be the date on which the bank account of Irc is credited.

3.6. Unless agreed otherwise, payments by the Customer must be made in Euros.

3.7. If at any time the imposition of, or a change to, a duty, tax, tariff compliance costs, levy, law, regulatory or customs requirement or procedure ("Relevant Change") affects the Products; the procurement of the components used to make or pack the Products; the manufacture, delivery or sale of the Products or otherwise adversely affects Irc's ability to supply the Products at the agreed price, then Irc may adjust the price of the Products and/or pass on any additional costs affecting the Products and/or amend the Incoterm on which the Products are supplied from the date the Relevant Change(s) comes into effect. The Parties expressly acknowledge and agree that this clause will be applicable for costs arising as a consequence of the European Union deforestation regulation or any other European or national traceability system compliance costs announced by the relevant origin or destination authorities.

## 4. Deliveries and Delivery Dates

4.1. Unless the parties have expressly agreed otherwise in the Order, delivery shall take place at Irc's facility. Terms of delivery should be specified in the order.

4.2. All delivery dates specified by Irc are approximate and are not final, therefore failure to deliver on the delivery date does not cause Irc to be in default or breach.

4.3. Irc determines the delivery date to the best of its ability based on data known upon accepting the Order and will comply with the delivery dates to the extent reasonably possible. Irc shall never be bound to delivery dates that it can no longer meet due to circumstances arising after accepting the Order Irc shall make reasonable efforts to notify the Customer if it is not able to meet estimated delivery dates.

4.4. Without prejudice to its right to inspect the Products, the Customer must take delivery of the Products immediately upon presentation. All costs incurred by Irc relating to the Customer's refusal to take delivery of the Products are for the Customer's account, including unloading costs (longer than three (3) hours), transportation and storage.

## 5. Risk

5.1. Risk of loss of the Products, whether insurable or otherwise, shall be transferred to the Customer at the moment Irc makes the Products available to the Customer at the agreed place of delivery according to *Deliveries and Delivery Dates* clause of these Terms and Conditions of Sale.

5.2. Each partial delivery or installment of Products shall be deemed to be sold under a separate agreement and no default by Irc in respect of any partial delivery or installment thereof shall entitle the Customer to consider the agreement as declined or breached with respect to any Products or installment remaining deliverable. Irc has the right to subcontract the execution of an Order or any part thereof.

## 6. Quality and quantity

6.1. Irc warrants that the Products will be of satisfactory quality and will comply with the specifications for the Products agreed in writing, if any. Irc warrants that the Products comply exclusively with the laws applicable to the market of the State where the Customer has its registered office on the date of the Order confirmation by Irc. Unless requested in advance by the Customer and in any case no later than the date of the Order, no warranty is given as to compliance with the laws applicable to different markets. All other warranties are expressly excluded to the fullest extent permissible by law.

## 7. Complaint and liability

7.1. Upon delivery of the Products and before any use or resale of the Products, the Customer is responsible for verifying immediately the quality, condition and quantity of the Products as well as their conformity with the specifications, if any. The Customer acknowledges that the Products cannot be resold and/or transferred by the Customer directly to consumers or on retail channels for sale to consumers.

7.2. Defects concerning Products delivered by Irc which cannot or could not have been discovered immediately upon delivery must be reported in writing to Irc by the Customer within eight (8) days after they have been discovered or should have reasonably been discovered.

7.3. Without prejudice to Article 7.2., defects related to any form of insect infestation shall be reported in writing by the Customer to Irc within forty-five (45) days after the delivery of the Products. In case of late notice, Irc shall be relieved from all liabilities in connection to defects related to any form of insect infestation.

7.4. In order to recover for total or partial loss of or a shortage (including weight) in or damage to any Products or any delay in delivery or issuance or in respect of the quality or condition of any Products supplied by Irc, the Customer must make a claim by email or registered letter to the customer care service of Irc within eight (8) days from the receipt of the Products in question. Irc must be offered the opportunity to inspect any such Products and to take such samples and perform tests thereon.

7.5. If the Customer intends to make a claim against Irc, it must reserve all rights against the carrier of the Products by email or letter and by way of endorsement to the CMR note or consignment docket, if applicable.

7.6. In case of failure by the Customer to strictly observe the above deadlines and instructions, every relevant claim of the Customer shall be waived, and the Customer is deemed to have accepted the delivered Products.

7.7. Where the Products supplied by Irc are reprocessed after leaving Irc's possession, the Customer shall, at all times, indemnify Irc against any claims for damages, loss or injury to third parties.

7.8. No claims will be accepted by Irc after expiration of the shelf life of the Products or in case the Products were improperly handled or stored by or for the account of the Customer.

7.9. For verified or accepted claims, Irc shall, at its own discretion (i) supply additional or replacement Products at its own expense; or (ii) partially or fully refund the invoiced amount or issue a credit note. These measures shall be Customer's sole and exclusive remedy for a verified or accepted claim.

7.10. Without prejudice to mandatory law provision, the maximum amount of damages for which Irc may be held liable, shall be limited to the value of the affected Products. In no event shall Irc be liable to the Customer for any consequential, indirect, punitive, incidental or special damage or loss, including but not limited to, lost revenue, lost profits or lost business, arising out of or in connection to the contractual relationship between the parties. Nothing contained herein shall limit a party's liability in the case of fraudulent misrepresentation, willful misconduct or in case such limitation is not permitted by mandatory law.

## 8. Intellectual Property Rights

8.1. Irc shall remain the owner of all intellectual property relating to the Products, including specifications and recipes. Irc shall grant the Customer the necessary license to use such intellectual property to the extent required for incorporating the Products into the Customer's products; such license shall expire, but not for already purchased Products, as soon as the Customer stops purchasing commercial quantities from Irc. In respect of any intellectual property developed jointly by the parties, the ownership will be vested in Irc, unless agreed otherwise upon in writing.

## 9. Confidentiality

9.1. Irc and the Customer 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 (hereinafter referred to as "Confidential Information") that it receives from the other party and use it only for the purpose of performing any agreement between the parties including these terms and conditions. Accordingly, each party agrees that it will not disclose or use Confidential Information for its own benefit or the benefit of any third party. Each party agrees to take all reasonable steps to protect Confidential Information and prevent its disclosure or use contrary to the obligation set forth herein.

9.2. 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 any agreement between the parties including these terms and conditions 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.

9.3. 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.

## 10. Data Protection

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

10.2. Both Irc and the Customer 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

provided or obtained by each of them in connection with or arising from any agreement between the parties including these terms and conditions. These Articles 10.1 et seq. are in addition to, and do not relieve, remove or replace, a party's obligations under the applicable Data Protection Legislation.

## 11. Notice

11.1. Any notice required to be given in connection with any agreement between the parties including these terms and conditions will be addressed in writing to the other party by registered letter with return receipt at the registered office or by certified electronic mail.

## 12. Miscellaneous

12.1. In case the Products are supplied with a "best before" or "sell by [date]", Irc shall have no liability for any Products sold after such "best before" or "sell by [date]" date.

12.2. The Customer expressly agree that it will be solely responsible for any further resale of the Products and will indemnify and hold harmless Irc for any damage, cost, claim, expense, loss that it might suffer due to breaches of the applicable laws and regulations by the Customer related to the resale of the Products.

12.3. Irc shall not be liable for any delay, loss or damage whatsoever arising out of 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 Irc and all contracts are subject to cancellation or variation by Irc as may be necessary due to force majeure. In the event of a party being affected by such event, that party shall give prompt notice of suspension. Any party whose obligations have been suspended as aforesaid shall resume the performance of such obligations promptly after the removal of the event and shall notify the other party hereof. If such an event continues for more than 60 (sixty) days, either party may terminate the contractual relationship with immediate effect. It is understood that the Customer cannot rely on any case of force majeure in order to avoid the performance of its payment obligations towards Irc.

12.4. Irc reserves the right to consult whomsoever it considers appropriate for the purpose of trade references and will record information in respect of such opinions. Irc also reserves the right to provide trade references.

12.5. Irc may terminate the agreement with immediate effect pursuant to Article 1456 of the Italian Civil Code in the event that (i) the Customer fails to fulfil any payment obligation after having received a written notice from Irc; (ii) the Customer ceases or threatens to cease to carry on its business; (iii) the Customer resells and/or transfers the Products directly to consumers or in retail channels for sale to consumers; (iv) breach of the organizational and management model adopted pursuant to Legislative Decree no. 231/2001, the Ethics Code, the whistleblowing procedure and the anti-corruption procedure which are downloadable on the website of Irc. In these cases, termination of the agreement occurs with immediate effect when Irc notifies in writing to the Customer that it intends to terminate the agreement. Irc shall never be liable to pay any compensation due to termination.

12.6. If any provision of these Terms and Conditions is or becomes invalid or unenforceable in part or in full, such invalidity or unenforceability shall not affect the validity of the rest of the provision or any other provisions. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision which corresponds with the economic purpose of such invalid or unenforceable provision.

12.7. 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 these terms and conditions shall constitute a waiver of any other breach or provision.

12.8. Each right or remedy of Irc under these terms and conditions is without prejudice to any other right or remedy they might have under contract or at law.

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

12.10. Irc may assign its contractual obligations and/or any part thereof, delegate its obligations or assign its rights to any Irc affiliates. Irc shall not assign its obligations under this agreement to any third party, with the exception of the right of Irc to assign any payment claims against the Customer to any third party without the consent of the Customer. The Customer may not assign any of its rights or obligations under the contractual relationship with Irc to any third party (including affiliates) without the prior written consent of Irc.

12.11. The Parties shall take into the utmost consideration the principles of business ethics, especially the fight against corruption and respect for human rights. The Customer 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 Customer 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 Customer 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 IRCA to be held harmless and compensated for any and all damage, prejudice, costs, charges and expenses suffered as a result.

12.12. No modification, amendment or waiver of these Terms and Conditions shall be binding upon either party unless made in writing and duly signed by both parties.

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

12.14. These Terms and Conditions of Sale are governed by the laws of Italy. The provisions of the Vienna UN Convention of 1980 on Contracts for the International Sale of Goods are expressly excluded and disclaimed. Any legal suit, action or proceeding arising out of or in connection with these Terms and Conditions of Sale between Irc and a Customer 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 Varsese, Italy. Any legal suit, action or proceeding - included those of not contractual nature – with any other Customer arising out of, related or connected to these Terms and Conditions of Sale, 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. 2.4 (Offers and Orders placed under a purchase agreement), art. 3 (Price and payments), art. 5 (Risk), art. 6 (Quality and quantity), art. 7 (Complaint and liability), Art. 12 (Miscellaneous).