



L'INTERFORM

Viale Filippetti 28/A - 20122 Milano (MI)
P.IVA: IT10031200156 - C.F.: 09804030154

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SALE TERMS AND CONDITIONS

1. APPLICABILITY

- 1.1. These terms and conditions (hereinafter “**T&Cs**”) shall apply to all sales made by L'INTERFORM S.r.l. – a company incorporated under the laws of Italy, having its registered office in viale Angelo Filippetti no. 28/A, 20122 – Milan (Italy), registered at the Chamber of Commerce of Milan with Tax Code 09 804 030 154 and VAT ID number IT 1003 120 0156 (hereinafter “**L'INTERFORM**” or the “**Company**”) – an intermediary of dairy raw materials and commodities (the “**Products**”).
- 1.2. These T&Cs shall be applicable with respect to all and each order issued by a client for the purposes of purchasing Products from the Company. Company reserves the right to modify or amend these T&Cs at any time. Amended T&Cs will apply to Orders issued by the Purchaser thereafter.
- 1.3. Purchase terms and conditions of the Purchaser shall not be applicable between the Parties, unless they are accepted in writing by the Company.

2. ISSUE OF THE ORDER

- 2.1. Purchases will be made by means of orders (the “**Order**”) issued by the Purchaser (the “**Purchaser**”) to the Company. The Company and the Purchaser are herein referred to collectively as “**Parties**” and individually as a “**Party**”.
- 2.2. Each Order has to indicate, *inter alia*: (a) order number; (b) type and quality of products; (c) volume; (d) origins; (e) health identification number of producer; (f) place of delivery (the “**Delivery Site**”); (g) time of delivery (the “**Time of Delivery**”); (h) price; (i) means and terms of payment; (j) legal name and pertinent business information of the purchaser; and (k) any other indication suitable for the purposes of the purchase.
- 2.3. Before the issue of each Order, during the discussions for the negotiation of the terms and conditions of the same, the Company will refer to the URL address of the webpage (i.e., www.linterform.it) where these T&Cs are published and therefore, the T&Cs are presumed to be known and accepted by the Purchaser.
- 2.4. The Purchaser is not entitled to revoke, cancel or alter its Order unless the Company breaches its obligations.
- 2.5. In light of paragraph 2.4 above, unless the revocation, cancellation or alteration is due to the Company's breach, the Purchaser shall still be obliged to pay the entire consideration due for the Products ordered.

3. CONCLUSION OF THE AGREEMENT

- 3.1. Each Order shall become binding for the Parties with the Company's written acceptance (the “**Written Confirmation**”), which shall include confirmation via digital means (e.g., e-mail).
- 3.2. In particular, the Agreement shall be considered concluded when the Purchaser receives the Written Confirmation sent by the Company.
- 3.3. Each Order, jointly with the Written Confirmation and these T&Cs will constitute the binding agreement in force between the Parties (the “**Agreement**”).

4. CONSIDERATION AND PAYMENT TERMS

- 4.1. The consideration to be paid by the Purchaser to the Company for the purchase of the Products is indicated in each Written Confirmation.
- 4.2. Each invoice must include an order number and date, Products sold and delivered and the price of each delivered Product.
- 4.3. Payment of the consideration as set forth in each invoice shall be made within 15 days from the invoice date.



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- 4.4. Purchaser shall pay a default interest at the rate set forth by the Legislative Decree no. 231 of 9 October 2002 in line with European Directive 2000/35/EC, to be calculated over the Order's total value, for each day of delay, save, in any event, the compensation of further damages suffered by the Company.
- 4.5. Payment must be made with the modality agreed between the Parties and indicated in the Written Confirmation. Possible drawing and/or accepting bills or other marketable instruments does not constitute novation and is not a deviation from these T&Cs.
- 4.6. Company shall be entitled to set off any sums due under an Agreement with any amount due by the Purchaser to the Company.

5. DELIVERY

- 5.1. Transport and delivery terms under the Agreement shall be interpreted and made in accordance with Incoterms 2010. The applicable delivery term will be set in the Order. Notwithstanding the reference to Incoterms 2010 delivery terms, risks connected with Products shall be transferred from the Company to the Purchaser at the actual delivery of the Products to the carrier, as set forth under the Order.
- 5.2. The Time of Delivery stated in the Order shall be considered as indicative and not binding for the Company. The Company will make its best effort to inform the Purchaser without delay whenever there are circumstances, existing or potential, that give grounds to assume that the Time of Delivery scheduled is unlikely to be met.
- 5.3. The Company shall at any time – without incurring any liabilities – be entitled to modify or amend the specifications, production processes, packaging and/or labelling of the Products without prior notice to the Purchaser.
- 5.4. The Company is entitled to undertake partial deliveries – in term of quantities – without charging further costs to the Purchaser.
- 5.5. Each delivery of the Products shall be accompanied by a delivery note that shows the date of the Order, the Order number, the type and quantity of the Products (including the code number of the Product, where applicable), and special storage instructions (if any).
- 5.6. Any and all Products delivered by the Company to the Purchaser shall remain in the exclusive ownership of the Company – even after and despite processing or treatment – until the whole consideration indicated in the relevant Order or Written Confirmation is fully paid by the Purchaser. For the purpose hereof, the Purchaser shall (a) keep the Products, which have not been yet fully paid, separate by the other products available in the premises of the Purchaser and (b) expressly indicate that the Products are owned by the Company. Furthermore, said Products cannot, in any event: (i) be sold and/or delivered to third parties, this including as part of normal business operations, nor (ii) be pledged for the benefit of third parties.
- 5.7. If the Agreement is terminated by the Company and/or the Purchaser and certain Products have not yet been paid, the Purchaser shall immediately make available Products of the same quality and quantity to the Company.
- 5.8. The Purchaser shall not be entitled to set off any claims it may have *vis-à-vis* the Company.

6. VERIFICATION OF DEFECTS

- 6.1. As soon as practicable, upon the delivery of the Products, the Purchaser shall verify that the quality and the quantity of Products supplied are compliant with the requirements indicated in the Order. The Purchaser shall indicate any possible deviations from the Written Confirmation within 6 hours for all liquid products and 24 hours for all other products as of the actual delivery of the Product at the Delivery Site and. In the event of defective Products, the Purchaser shall have the right – if the Product's defect is duly proven – to terminate the Agreement or to obtain an adequate price reduction, at the sole discretion of the Company.



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7. LIABILITY

- 7.1. In no case shall the Company be liable for any use of Products made by the Purchaser, its clients and final consumers.
- 7.2. For the purposes of Paragraph 7.1 above, the Purchaser shall keep the Company harmless from any claims, losses, or damages, including consequential and punitive damages, loss of profits and reasonable legal fees, including as a consequence any claim carried out by the Purchaser's clients and/or Products' final consumers, due to or connected with the use of Products (including, by way of example and without limitations, diseases, illness or death suffered by final consumers caused by Products).
- 7.3. Products shall exclusively comply with the legal requirements applicable in the European Union. The Company is not liable for the compliance of the Products with the requirements of statutes, administrative rules and/or regulations applicable in any place of delivery outside the European Union and undertakes no risk or liability in respect hereof.
- 7.4. The Purchaser shall be responsible for complying with any and all legislation, administrative rules and/or regulations governing the importation of the Products into the country of distribution and the subsequent processing, marketing, distribution, resale and/or use hereof.
- 7.5. The Company will provide the Purchaser with the sole information and documentation connected with the place of origin and milking/manufacturing of the Products, also for traceability duties.
- 7.6. The Company undertakes to cooperate with the Purchaser in order to provide the latter – at costs and expenses of the Purchaser itself – any information and documentation which might be required by the Purchaser according to applicable laws and regulation of the place where the Products will be marketed.
- 7.7. The Purchaser shall keep the Company fully harmless from any Damage – including, direct and indirect damages as well as consequential loss and loss of profits – suffered by the Company as a result of Purchaser's failure to fulfil its obligations pursuant to law or under this Agreement as well as any act or omissions of its directors, employees, agents, affiliate companies or third parties engaged by the Purchaser for the performance of the obligation of an Agreement.
- 7.8. For the purpose of this article, "**Damage**" means all disbursements, costs, expenses (including any expense reasonably incurred for legal assistance), debts, losses, damages, decreases in value, obligations, subjections, burdens, taxes, sanctions, fines, liabilities, contingent liabilities, asset write-downs or losses, accrued expenses, deferred incomes or other adverse effects.
- 7.9. No limitation of the Company's liability provided in this Agreement will apply, in the event of fraud or gross negligence of the Company or in any other event in which, according to mandatory provisions of applicable laws, this liability could not be limited or excluded.
- 7.10. In case the Company sends out a communication to the Purchaser – with any means, including e-mail – in which the Purchaser is not the intended recipient, Purchaser is hereby notified that any use or distribution of such communication is strictly prohibited. Should the circumstance above arise, Purchaser is bound to contact the Company and promptly delete the relevant message from all its systems. Company is not liable for any actions, claim or damage, caused by the above described mistake in the transmission of documents by either digital or physical means.

8. WITHDRAWAL AND TERMINATION

- 8.1. The Company has the right to withdraw freely at will (*i.e.*, no consideration and/or penalties are due) from an Agreement until the moment the Products are shipped for delivery.
- 8.2. An Agreement can be terminated by law – with written notice of the Company stating that it is willing to avail of the right granted therein – in the event that
 - (1) the Purchaser is not compliant, in whole or in part, with respect to articles 4, 5, 6, 0, 10 and 12 of these T&Cs,
 - (2) the Purchaser loses or does not possess any licence, or consent which is necessary to perform this Agreement or the obligations deriving therewith,



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- (3) the Purchaser becomes insolvent even *de facto*,
- (4) the performance of an Agreement becomes contrary to any laws and regulations imposed by any government or body, having jurisdiction over the parties whose performance is affected,

save for any other remedies the Company might have pursuant to law or by contracts.

- 8.3. In the event that the Purchaser is in default in accordance with the provision of this Article, foreseeable damages and losses shall include, without limitation: (i) all damages, losses and costs, (ii) storage costs, (iii) drumming costs, (iv) transport costs, and (v) losses occasioned by any deterioration in the quality of the Products.

9. FORCE MAJEURE

- 9.1. Neither Party will be responsible or liable to the other Party for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including, but not limited to, industry-wide labour disputes or strikes, lockouts, war, terrorism, riot or acts of God (each a “**Force Majeure**”). In the event of a Force Majeure, the Party who is unable to perform or whose performance is delayed will promptly notify the other Party of the Force Majeure and will use its best efforts to resume performance. Performance will be excused for a period of time equal to the duration of such Force Majeure, but in no event, longer than sixty (60) days after which the unaffected Party may terminate this Agreement.

10. ASSIGNMENT

- 10.1. Purchaser may not assign or transfer this Agreement or any of its rights and obligations, by operation of law or otherwise, without the prior written consent of L'INTERFORM. Any attempted assignment in violation of this paragraph will be null and void and of no force or effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of each Party's permitted successors and assignees.
- 10.2. Purchaser shall not subcontract, delegate or sublicense any of its obligations under an Agreement to third parties without the prior written consent of L'INTERFORM.

11. MISCELLANEOUS

- 11.1. The Company and the Purchaser are independent contractors and nothing in the relationship arose between them in accordance with any Agreement shall create an agency, partnership or joint venture. Neither Party will have, nor represent to any third party that it does have, any power or authority to bind the other Party or incur any obligations on the other Party's behalf.
- 11.2. Tolerance behaviours, even if repeated, of a Party in respect to the non-fulfilment or late fulfilment of the other Party shall not be interpreted as tacit abrogation of the corresponding agreements or as waiver of the non-compliant party to enforce its rights.
- 11.3. The Purchaser, shall guarantee – and shall be liable *vis-à-vis* the Company in the event of breach – that the same obligations are fulfilled by its employees, its affiliate companies and/or any third party appointed by the Purchaser for the purposes of this Agreement.
- 11.4. If any provision of these T&Cs is held to be invalid or unenforceable, such invalidity or unenforceability shall not entail the invalidity or unenforceability of the remaining provisions of these T&Cs, which shall remain fully in force and effect.

12. CONFIDENTIALITY

- 12.1. The Purchaser undertakes to keep strictly confidential and private any data, price or any other information or documentation that came into its possession in relation to any Order or, more in general, any Agreement.
- 12.2. The disclosure of any information to third parties is not allowed without the Company's prior written consent.
- 12.3. The Purchaser herein guarantees that the same obligations are fulfilled by its directors and



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employees, who need to know such information for the purposes of fulfilling the obligations of an Agreement.

13. APPLICABLE LAW

- 13.1. These T&Cs and any Agreement are exclusively governed by the laws of the Italian Republic with the exclusion of the applicability of the Agreement to the Vienna Convention for the International Sale of Goods. Any disputes that may arise with regard to these terms and conditions will fall solely under the jurisdiction of Italian courts.

For the purposes of Section 1341 of the Italian Civil Code, Purchaser declares to have read and expressly accepted Clauses no. 1.2, 1.3, 2.3, 2.5, 3.1, 4.4, 5, 6, 0, 8, 9 and 13.