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1. Definitions

In these General Conditions of Sale, the terms indicated below assume the meaning that, for each of them, is specified as follows:

- "Contract": the single sales Contract concluded between Diachem SpA and the Buyer concerning the transfer of ownership, from the former to the latter, of a Product or several Products; or the execution of the Service;
- "Product" or, plural, "Products": the goods covered by the Contract and/or sales negotiations made and marketed by Diachem SpA at the time of receipt of the Order as defined below;
- "Seller": Diachem S.p.A.
- "Buyer": the professional economic operator, whether a natural person or a legal person, who purchases the Products made and marketed by the Seller;
- "General Conditions": the general conditions of sale outlined in this text;
- "Offer": the economic offer presented by the Seller to the Buyer;
- "Order": the purchase proposal made by the Buyer against and on the basis of the Offer;
- "Order Confirmation": the Order Confirmation sent by the Seller to the Buyer;
- "Service" or, plural, "Services": the services covered by the Contract and/or the sales negotiations provided by Diachem SpA at the time of receipt of the Order as defined below;
- "Plant": the Seller's premises;
- "Party" or, jointly, "Parties": the Seller and/or the Buyer.

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2. Scope of application of the general conditions of sale

These General Conditions apply between the Seller and the Buyer and form an integral part of any Contract concluded between the Parties, regulating their relations, even if they have not expressly referred to them.

Before placing the Order, the Buyer undertakes to read these General Conditions; once they have been read, it shall be the Buyer's responsibility to keep them.

Any special conditions agreed between the Parties shall be valid only if referred to in the Offer, or in the Order if accepted in writing with the Order Confirmation and shall prevail over the General Conditions, constituting an exception. The Buyer may not, therefore, invoke or object to conditions other than those contained in these General Conditions and/or agreed in writing pursuant to the preceding period.

The General Conditions are valid for as long as necessary for the complete and regular execution of the Contract.

References to regulatory sources of any degree mentioned in these General Conditions are understood to be made to the texts in force at the time of application of the regulations contained therein.

3. Term and validity of the Offer

Unless otherwise specified in the Offer, the prices and special conditions contained in the Offer are valid for a period of five (5) days from the date indicated in the Offer itself.

4. Characteristics of the products/services

Any information about data, specifications and/or characteristics of the Product(s) and/or Service(s) contained in price lists or similar information material, shall be binding on Diachem SpA only if they have been expressly indicated in the Offer or in the Order if accepted in writing with the Order Confirmation.

Diachem SpA reserves the right to make any changes, unilaterally and without prior notice, to the Product(s) and/or Service(s) indicated in the Offer and, therefore, that are the object of the Order that, without altering the essential characteristics of the same, may be necessary or even only appropriate for the purposes of the complete and regular execution of the Contract, giving written notice to the Buyer.

5. Intellectual property

The Customer declares and guarantees that the use by Diachem SpA of recipes, materials, information, projects or any other resource provided by the Customer does not violate the intellectual property rights of third parties, including but not limited to copyrights, patents, trademarks or trade secrets. The Customer undertakes to indemnify and hold Diachem SpA harmless from any claim, legal action, damage, cost or expense, including legal fees, arising from any violations of intellectual property rights connected with the provision or use of the resources provided by the Customer.

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6. Order Confirmation

The Buyer, by sending the Order, remains committed to the prices and conditions indicated in the Seller's Offer. Diachem SpA reserves the right, at its sole discretion, to reject or accept, even partially, any changes to the Order proposed by the Buyer after the Order Confirmation.

In the event of revocation by the Buyer of the confirmed Order, the Buyer is required to pay in full the amount relating to the materials/services and supplies already ordered, if Diachem SpA has already implemented the procedures to prepare the material.

7. Prices and payments

The prices of the Product(s) and/or Service(s) are those indicated by Diachem SpA in the Offer, referred to in the Order and accepted with the Order Confirmation. The right of Diachem SpA to unilaterally modify, without notice and with immediate effect on all Orders, the prices shown in the Offer in the event that the adjustment is imposed by force majeure; except for the cases referred to in the preceding period, any changes to the prices already indicated by Diachem SpA in its Offers shall only be effective on Orders received from the moment after the Buyer has been notified in writing of such changes.

The aforementioned prices are net of any discounts, VAT and any other tax, duty or expense, including customs, inherent to the Contract, as well as costs, packaging costs, postal costs, insurance and/or other shipping and transport costs of the Product(s) from the Seller's premises, that are and remain all, none excluded, at the sole expense of the Buyer, unless otherwise agreed between the Parties based on the Offer or the Order if accepted in writing with confirmation of the Order.

Unless explicitly indicated otherwise based on the Offer and the confirmed Order, the price must be paid by the Buyer on the due date shown on the invoice and by bank transfer with credit to the current account indicated therein. Diachem SpA reserves the right to make the delivery and/or shipment of the Product(s) or the provision of the Service(s) subject to the prior full payment of the price by the Buyer.

In the event of non-compliance of the Buyer with the payment terms, Diachem SpA shall have the right to immediately suspend, pursuant to Article 1460 of the Italian Civil Code, the delivery of the Product(s) or the provision of the Service(s) and to also notify, by written communication, to be sent to the Buyer by registered letter with return receipt or certified email, to provide for the payment of the price within a period of not less than fifteen (15) days, with the express warning that, after the term thus assigned has elapsed to no avail, the Contract shall be deemed to have been terminated by law pursuant to and for the purposes of Article 1454 of the Italian Civil Code, reserving, in any case, the right to compensation for damage.

8. Delivery

Unless otherwise agreed in writing between the Parties, the supply shall be understood as "Free Carrier (FCA) – Diachem S.p.A. Via Mozzanica 9/11 24043 Caravaggio BG".

9. Warranty

The Seller guarantees that the Product(s) and/or Service(s) shall comply in quantity and quality with what is described in the Order or in the technical specifications agreed between the Parties and accepted in writing by the Seller, as well as free from faults and/or defects that make it/them unsuitable for the use for which the Product(s) or Service(s) of the same type is/are usually intended.

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In the event that the Buyer detects discrepancies and/or defects, the same must report them, under penalty of forfeiture, to Diachem SpA with a specific written communication to be sent to the latter by registered letter with return receipt or certified email no later than five (5) days after delivery, specifying in detail their nature and extent as well as supporting the aforementioned communication with all the documentation, including photographic material, necessary to provide proof of the actual existence of the discrepancies and/or faults and/or defects detected. Within thirty (30) working days of receipt of the complaint, Diachem S.p.A. – in order to carry out all the checks that it deems appropriate to carry out to ascertain the existence of the discrepancies and/or faults and/or defects reported – reserves the right, alternatively and at its sole discretion, (i) to travel, on the day and at the time that will be communicated in writing by Diachem SpA to the Buyer, to the latter's premises, or (ii) to request in writing from the Buyer that the Product(s) or Service(s) and/or part(s) thereof deemed non-compliant and/or affected by faults and/or defects is/are made available, at the Buyer's own expense, at his/her own plant; it is understood between the Parties that the Buyer shall forfeit the guarantee referred to in this article in the event that he/she does not allow access to his/her premises under the terms indicated in the aforementioned point (i) or fails to comply with the burden referred to in the aforementioned point (ii) within the period indicated, to be considered peremptory.

10. Compensation for damages

Except in the case of wilful misconduct or gross negligence of the Seller, any further liability of Diachem SpA – both contractual and non-contractual, and also in relation to any intellectual and/or industrial property rights claimed by third parties – that may arise and/or exist in relation to the Contract and/or to the differences, faults and/or defects of the Product(s) and/or Service(s) covered by it, including, by way of example and not limited to, liability for any direct and/or indirect damages and liability for consequential damage and/or loss of profit is excluded.

Any compensation liability that, within the limits referred to in the preceding paragraph, may arise as the responsibility of Diachem SpA towards the Buyer may not, however, exceed the price of the Product(s) and/or Service(s) or the price share relating to the defective part of the same actually paid by the Buyer.

11. Obligation to comply with the Organisational Model pursuant to Italian Legislative Decree 231/01 and the Code of Ethics and Indemnity

The Buyer is aware that Diachem SpA has adopted and implements an Organisation, Management and Control Model pursuant to Italian Legislative Decree 231/01, with the related Code of Ethics and Disciplinary System.

The Buyer undertakes to adhere to the principles of the aforementioned Organisation, Management and Control Model and its annexes and to respect its contents, principles, and procedures and, in general, to refrain from any conduct that may constitute a criminal offence according to Italian Legislative Decree 231/01 and its subsequent amendments and additions and outlined in the aforementioned Organisation, Management and Control Model.

The Buyer hereby indemnifies Diachem SpA for any penalties or damages that may arise to the latter as a result of the violation of the aforementioned documents by the Buyer or its employees.

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12. Consent for processing personal data

The Parties undertake to process the personal data of which they become aware in the execution of the Contract in compliance with the provisions of Regulation (EU) 2016/679 (the so-called General Data Protection Regulation – GDPR).

In this regard, the Buyer declares to have read the Diachem SpA privacy policy, which is available on the company website at the following link <https://diachemagro.com/informativa-ai-sensi-dellart-13-del-codice-della-privacy/>.

Upon termination of the effects of the Contract, for whatever reason, each Party shall retain ownership of the personal data for which it has obtained the relative consent for processing.

13. Express termination clause

If the Buyer, or any of its employees, violates the precepts mentioned in the previous point, as well as in the event of the commission of predicate offences of Italian Legislative Decree 231/01 by the Buyer, or any of its employees, Diachem SpA may terminate this Contract by communication to be sent by registered letter with return receipt or certified email. The termination shall have immediate effect from the date on which the notice is received. Diachem SpA may also take action for compensation for any damage suffered or that might be suffered.

14. Regulatory standards

For anything not expressly governed by these General Conditions of Sale, the rules on sale governed by Articles 1470 et seq. of the Italian Civil Code shall apply.

15. Applicable law and court of jurisdiction

Any dispute arising from the interpretation, application, execution or termination of the Contract and/or these General Conditions of Sale or in any case related to them shall be governed by Italian Law and shall be devolved exclusively to the jurisdiction of the Court where the Seller has its registered office. This provision shall also be applied in case of connection of causes.

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