

# SALE GENERAL CONDITIONS 2022

## 1.1 Definitions:

- “*Business Ethics Laws*” means the laws applicable to the Supplier in relation to: fundamental human rights and in particular the prohibition of (a) using child labor and any form of forced or compulsory labor and (b) organizing or supporting any form of discrimination amongst its employees or towards its suppliers and subcontractors; labor, immigration and prohibition of illegal work; and anti-money laundering.
- “*Act*” means the Italian and U.E. Regulations concerning the marketing of the rice;
- “*Seller*” means Riseria Martinotti S.r.l., having its seat in Via Trieste 6, Trino (VC), Italy;
- “*Buyer*” means any company which made the Order;
- “Conditions” means these terms and conditions;
- “*Confidential Information*” means any information which either party identifies as confidential but does not include information which is available in the public domain unless that information enters the public domain as a result of a breach of confidence by the other party being regulated in the present Conditions;
- “*Intellectual Property Rights*” means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, trademarks, trade secrets, know-how, confidential information,
- “*Order*” means the document sent by the Buyer at the beginning of each year indicating the technical specifications of the Rise requested to the Seller, the quantity, which will be purchased every two months during the year, the price proposed from the Buyer to the Seller for the supply of the Rice;
- “*Order Confirmation*” means the document sent by the Seller answering to the Buyer’s Order at the beginning of each year referring to the present Conditions, the technical specifications of the Rise requested by the Buyer, the quantity of Rice requested in the Order as well as the price for the supply of the Rice;

- “*Technical Specifications*” mean all the technical specifications relating to the type and quality of Rice set out in its Order if accepted by the Seller in its Order Confirmation.
- “*Delivery*” means any shipment made by the Seller, during the year, in execution of the Order Confirmation following DDP Delivery Duty Paid as defined by the Incoterms® ICC 2020;
- “*Quality Certification*” means the analysis made by from one of the following certificated Italian laboratories:
  - Cadir Lab S.r.l Strada per Alessandria n ° 13 15044 - Quargnento (AL);
  - Neutron S.p.a via Stradello Aggazzotti n ° 104 - 41126 Modena.

This is in order to certify, in the event of a request by the Buyer, that the Rice complies with the Technical Specifications agreed in the Order Confirmation, as well as with the technical standards set out in the Act;

- “*Inspection*” means any kind of inspection made by the Buyer in order to verify the compliance of the Rice with the Technical Specifications agreed in the Order Confirmation.

## **2. Supply of Rice and Conditions**

2.1 The Seller agrees to supply and the Buyer agrees to purchase the Rice on the terms and conditions set out in these Conditions.

2.2 These Conditions are regulating any Order made by the Buyer as accepted and integrated by the Order Confirmation made by the Seller in writing.

## **3. Orders**

3.1 At the beginning of each year, the Buyer shall submit an Order to the Seller for a definite quantity of Rice split bimonthly indicating the price and the Technical Specifications required. All Orders must be accepted by the Seller with the Order Confirmation in writing.

3.2 Once the Seller has accepted an Order with its own Order Confirmation, the Buyer cannot change or cancel the Order without the prior written consent of the Seller. The Order Confirmation may modify and/or integrate the Order and in such case the

Buyer must refuse the modifications and/or integrations within 5 (five) days from receiving it.

3.3 A Seller quotation is not an offer to supply the Rice referred to in the quotation. Unless the Seller has agreed to set prices for specified periods of time, all quotations lapse 3 business days after issue and may be withdrawn or changed by the Seller at any time.

3.4 The Seller's brochures and catalogues are published as sources of general information only and do not constitute an offer to supply Rice.

3.5 These Conditions will prevail to the extent of any legal inconsistency with any Order.

3.6 The Buyer and the Seller shall agree the timing and a forecast quantities of the deliveries to be made bimonthly during the year. The Seller may cancel the Order in case such timing and forecast have not been respected beyond the threshold of 20% (twenty per cent).

#### **4 Price and payment**

4.1 The price of Rice will be as agreed in writing by the Seller in the Order Confirmation.

4.2 Unless otherwise agreed in writing by the Seller, the Seller is not allowed to change the price of Rice agreed in the Order Confirmation unless it gives evidence of the increase of the raw material price for more than 30% (thirty per cent).

4.3 Subject to these Conditions, the Rice supplied by the Seller must be paid following the term indicated in the Order Confirmation.

4.4 Unless otherwise agreed, all payments must be made by bank transfer in Euro to the following bank account:

**BENEFICIARY: RISERIA GIUSEPPE MARTINOTTI SRL**

**BANK: INTESA SAN PAOLO SPA, AG. TRINO VERCELLESE**

**IBAN: IT42K0306944840100000002550**

**SWIFT / BIC: BCITITMM**

Changes concerning the Seller's bank data (IBAN and name of the bank) will be reported by the latter in writing and signed by its legal representative and confirmed by telephone.

4.5 The Seller may cancel the Order in case the Buyer does not respect the terms of payment for more than 20 (twenty) days.

## **5. Delivery and risk**

5.1 The Rice will be delivered by the Seller to the place and on the dates set out in the Order Confirmation according to the ICC Incoterms indicated therein. Unless otherwise agreed, deliveries are intended to be made EXworks Riseria G. Martinotti S.r.l., Via Trieste, 6, 13039 Trino (Vc) Italy. The Buyer undertakes to send by email within 24 hours of the date scheduled for taking delivery, the license plate of the vehicle that will come to collect the Rice.

5.2 The Seller is not obliged to deliver Rice unless the payment for the previous delivery of Rice has been made.

5.3 The Seller shall not be liable for any losses, damages or expenses sustained by the Buyer, or any other person, due a delay in delivery or collection of the Rice.

## **6. Title**

6.1 The Seller will retain title to Rice supplied to the Buyer until the purchase price of the Rice has been paid in full to the Seller.

6.2 Until title passes to the Buyer: (a) the Buyer will hold the Rice as agent for the Seller only; (b) the Buyer will insure the Rice against all usual risks to full replacement value and hold any insurance monies received by the Buyer for Rice on trust for the Seller; (c) the Buyer will store the Rice separately, clearly identified as the Seller's property and in a manner to enable them to be identified and cross-referenced to particular invoices where reasonably possible; and (d) the Buyer will not pledge or allow any lien, charge or other encumbrance to arise over the Rice.

## **7. Warranties**

7.1 The Seller warrants to the Buyer that: (a) the Rice are new and unencumbered and comply with all Acts, unless a waiver is agreed; (b) the Rice comply with the Technical Specifications and is of acceptable quality; and (c) it has all necessary licenses, consents and authorizations required to produce, package and supply the Rice under these Conditions.

7.2 The Buyer warrants that: (a) it has received adequate information regarding the Rice to ensure their safe use, handling and storage; and (b) it will ensure that the Rice are properly used and packaged so that they are free from risk to health and safety.

7.3 The Buyer will comply with all laws in the importation, handling, selling or otherwise dealing with the Rice.

7.4 The Buyer must make an Inspection of the Rice on delivery and/or at Seller premises, indicating on the bill of lading and/or through a specific written claim to be sent by email to the Seller any defect of the product immediately found at the arrival. In any case the Buyer shall communicate in writing the claim within 10 (ten) days from taking delivery of the Rice.

7.5 In its claim, the Buyer must include the Order Confirmation number and date as well as the pictures and descriptions of the defects.

7.6 The Buyer must comply with any request from the Seller in relation to the return of Rice that are alleged to be defective.

7.5 If the Rice do not comply with clause 7.1(b), the Seller's liability to the Buyer is limited to replace the defective Rice provided that it has been stored and packaged by the Seller directly or by the Buyer following the instruction of the Seller.

7.6 Despite any other provision of these Conditions, the maximum liability of the Seller to the Buyer for breach of contract, negligence or otherwise in connection with these Conditions or the Rice is limited to the amount paid or payable by the Buyer for the Rice to be supplied under these Conditions.

7.7 Neither party will be liable to the other party or any other person for indirect or consequential losses or damages and for any loss of profits, loss of business, opportunity costs and damage to reputation.

7.8 As far as the packaging for the private label sale is concerned, the minimum quantity of packaging, materials must be agreed in writing between the Seller and the Buyer. If not, the Seller shall fix a maximum quantity of packaging materials to be used. The Seller is not liable for the labels on the packaging which shall be made following the Buyers guidelines.

## **8. High ranked laboratory analysis**

8.1 In the event of a Buyer's complaint concerning the lack of conformity of Products or their non-compliance with the technical standards provided for by the Act, the Seller will appoint one of the following two certified Laboratories to carry out the examinations on the Products at the Buyer's request: Cadir Lab Srl road to Alessandria n ° 13 15044 - Quargnento (AL) --- Neotron Spa via Stradello Aggazzotti n ° 104 - 41126 Modena.

8.2 In particular, the analysis will focus on a range of parameters indicated in the Order Confirmation.

8.3 The methods of analysis performed on the product of Riseria Giuseppe Martinotti Srl follow the EU Reg. No. 333/2007 of the commission and the results are expressed in the same units and with the same number of significant figures provided for the maximum levels referred to in Reg. (CE) n. 1881/2006.

The analytical result is presented in the form " $x \pm U$ ", where  $x$  is the result of the analysis and  $U$  the expanded measurement uncertainty, calculated on the basis of a coverage factor 2, which determines a confidence level of 95 % approximately ( $U = 2u$ ).

## **9. Confidential Information and Intellectual Property Rights**

9.1 Neither party may, without the prior written consent of the other party: (a) disclose Confidential Information to any other person; or (b) use Confidential Information for any reason other than the furtherance of the business relationship between the Buyer and the Seller, (c) except where required by law or the rules of a stock exchange or disclosure to that party's legal, financial or other advisers.

9.2 Neither the Seller nor the Buyer transfers any right, title or interest in any Intellectual Property Rights of the respective party to the other. Each party is

prohibited from using the other party's Intellectual Property Rights (including but not limited to trademarks) unless authorized in writing by the owning party.

## **10. Force Majeure**

10.1 The Seller will not be liable if the Seller is delayed or prevented from delivering Rice, or otherwise performing any of its contractual obligations, due to any cause or circumstance beyond its reasonable control including epidemic and/or pandemic events, acts of God, floods, storms, natural disasters, acts of war or terrorism, sabotage, acts of government or regulatory authority, strikes or other industrial disputes, court orders, breakdown of equipment or the failure by the Seller's suppliers agreed with the Buyer to deliver to the Seller or to deliver to' the Seller products not in conformance to the Technical Specifications following the Laboratory analysis statement . As a result of the event, the Seller shall have the right to a suspension or an extension of the times within which he must fulfill his contract obligations, it remaining nevertheless understood, that if the unforeseen event extends for more than 180 days, the Buyer shall be entitled to cancel any order that is already in progress.

## **11. General**

11.1 These Conditions as well as the Order and the Order Confirmation made by the Parties are governed by the Italian laws.

11.2 Any dispute arising out of or related to these Conditions as well as the Order and the Order Confirmation made by the Parties 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. Place of arbitration shall be Milan, Italy. Language Arbitration shall be English.

11.3 Except as otherwise agreed in writing by the parties, any Agreement between the parties, these Conditions, together with any Order accepted by the Seller in the Order Confirmation, constitute all of the terms of the contract for the sale of the Rice by the Seller to the Buyer.

11.4 Neither party may assign all or any of its rights or obligations under these Conditions without the prior written consent of the other party.