

TERMS AND CONDITIONS OF SALE

Sales made by **A. COSTANTINO & C. S.P.A.** (hereinafter *COSTANTINO* or *SELLER*) are governed without exception by the following terms and conditions of sale. Whatever the case, it is explicitly understood that no terms and conditions of sale imposed by the *BUYER* (as defined below), if any, shall apply to dealings between *COSTANTINO* and the *BUYER*; consequently, any such terms and conditions cannot be enforced on *COSTANTINO*, and the *BUYER* thus hereby agrees to abstain from making or taking any claim, demand and/or action in connection with them.

The following terms and conditions of sale also govern any sale proposal formulated by the *SELLER*, its acceptance and/or any purchase proposal received from the *SELLER*, as defined below.

1. DEFINITIONS

COSTANTINO is a leader company in processing of hydrolyzed proteins of animal and vegetable origin for industrial and microbiological fermentation, of peptide complexes for nutraceuticals, cosmetics and veterinary medicine, aromas from animal origin for animal pet food and, as well as the production of enzymes for technical use.

As part of its business, *COSTANTINO* sells the above-mentioned *PRODUCTS* and preparations.

For the purposes of these terms and conditions of sale the following terms are used with the meanings specified:

- a) *SELLER / COSTANTINO* is the company **A. COSTANTINO & C. S.P.A.**, with registered office in Favria (TO), 10083, Via F. Romana n. 11, C.F. / VAT number 00480440015, legal representative and President of the Board Mr. Alessandro Tedeschi, pec *pec@pec.acostantinomail.com*;
- b) *PRODUCT/PRODUCTS* means hydrolyzed proteins of animal and vegetable origin for industrial and microbiological fermentation; peptide complexes for nutraceuticals, cosmetics and veterinary medicine; enzymes for technical use as well as all preparations produced and/or sold by the *SELLER*;
- c) *BUYER* is the person/company who purchases the *PRODUCTS* as part of his/its professional, commercial or artisanal activity;
- d) *ORDER FORM / ORDER CONFIRMATION* is the summary document of the *PRODUCTS* that the *BUYER* purchases;
- e) *CONTRACT* means any sale proposal formulated by the *SELLER* and accepted by the *BUYER*, any purchase proposal formulated by the *BUYER* and accepted by the *SELLER*, and the *ORDER FORM* accepted/confirmed by the *SELLER*;
- f) *PARTY/PARTIES* means the *SELLER* and the *BUYER* individually or jointly.

2. CONCLUSION OF THE CONTRACT AND ACCEPTANCE OF THESE TERMS AND CONDITIONS OF SALE

The *CONTRACT* will be considered concluded and effective between the *PARTIES*, alternatively:

- a) with the acceptance of the sale proposal formulated by the *SELLER* which is communicated by e-mail from the *BUYER* to the *SELLER* within 30 days following receipt of the sale proposal;
- b) with the acceptance of the purchase proposal formulated by the *BUYER* which is communicated by e-mail from the *SELLER* to the *BUYER* within 7 days following receipt of the purchase proposal;

- c) with the acceptance/confirmation of the *ORDER FORM* sent by the *BUYER* to the *SELLER* which is communicated by e-mail from the *SELLER* to the *BUYER* within 7 days following receipt of the *ORDER FORM* by the *BUYER*;
- d) with the payment of the price of the *PRODUCTS* by the *BUYER*.

In the event that the *BUYER* requests a representative sample of the batch of *PRODUCTS* to verify compliance with the technical data sheet and/or in any case with the specifications of his interest, the effectiveness of the *CONTRACT* is conditional on the examination of the sample and to the communication of the successful outcome of the verification by the *BUYER*.

These general terms and conditions of sale are known by the buyer because they are made available on the *SELLER*'s website at the following link <https://www.acostantino.com/general-conditions.html> and are transmitted in any case:

- a) by e-mail from the *SELLER* to the *BUYER* at the time of a sale proposal formulated by the *SELLER*;
- b) by e-mail from the *SELLER* to the *BUYER* upon acceptance of the purchase proposal formulated by the *BUYER* as provided above under b);
- c) by e-mail from the *SELLER* to the *BUYER* at the time of acceptance/confirmation of the *ORDER FORM* sent by the *BUYER* to the *SELLER* as provided above under c);
- d) by e-mail from the *SELLER* to the *BUYER* at the time of sending the invoice relating to the payment of the price of the *PRODUCTS* as provided above under d).

In the case under 1) these general terms and conditions of sale are considered accepted at the time of conclusion of the contract under a). Acceptance implies renunciation of the application of general and/or particular conditions of the *BUYER*, which must be considered ineffective between the *PARTIES*.

In the cases under 2) – 3), the receipt of these general terms and conditions of sale by the *BUYER* is equivalent to acceptance of the same terms and conditions. Acceptance implies renunciation of the application of general and/or particular conditions of the *BUYER* which must be considered ineffective between the *PARTIES*.

When the *CONTRACT* is concluded by the payment of the price of the *PRODUCTS* by the *BUYER* (hypothesis under d)), these general terms and conditions of sale are considered accepted with the payment of the price of the *PRODUCTS* by the *BUYER* because they are known and/or in any case knowable by the buyer as available on the *SELLER*'s website at the following link <https://www.acostantino.com/general-conditions.html>

These general terms and conditions of sale prevail over any agreement entered in verbal form between the *PARTIES* for the sale of the *PRODUCTS* and can only be waived by subsequent and specific written agreement by the *PARTIES*.

These general terms and conditions of sale also apply to supplies of a periodic nature, unless express derogation is made in writing between the *PARTIES*.

At its discretion and in exceptional cases, the *SELLER* has the right not to make use of these general terms and conditions of sale, without this integrating or being interpreted as a waiver of the right to make use of them subsequently.

Any attachments and all documents containing specific provisions relating to the *PRODUCTS* are an integral and substantial part of the *CONTRACT*.

Communications between the *PARTIES* take place in writing, by e-mail, registered letter with acknowledgement of receipt or equivalent to correspondence addresses.

3. PRICE

By accepting these general terms and conditions of sale, the *BUYER* undertakes to purchase the *PRODUCTS* at the *SELLER*'s list price and/or indicated in the *ORDER FORM* confirmed by the *SELLER* (*PRICE*).

By accepting these general terms and conditions of sale, the *BUYER* undertakes to pay the *PRICE* due, upon presentation of the estimate by the *SELLER*, by bank transfer to the current account indicated by the *SELLER*, within 60 days from the date indicated in the pro-forma note and/or in any case according to the methods specified in the *CONTRACT* or in the *ORDER FORM*.

The invoice is sent by the *SELLER* to the *BUYER* by e-mail at the same time as the *PRODUCTS* leave the factory.

If in the period between the conclusion of the *CONTRACT* and the delivery of the *PRODUCTS* (on which *infra sub* § 4) increases in production costs occur (including, by way of example, the costs of raw materials and/or energy costs, variations in price applied by the *SELLER's* suppliers) deriving from circumstances beyond the control of the *SELLER*, the latter will have the right to increase the *PRICE* in proportion to the increase suffered, with the obligation to promptly communicate to the *BUYER*, by e-mail, the relevant increase. In this case, the *BUYER* will have the right to withdraw from the *CONTRACT* by means of a declaration to be sent in writing to the *SELLER* by registered letter with acknowledgement of receipt or equivalent within 5 days of the communication of the price increase. In case of withdrawal, any sums paid in advance by the *BUYER* will be returned by the *SELLER* to the *BUYER* by bank transfer to the coordinates that the *BUYER* will indicate in the withdrawal notice.

Failure or incomplete payment of the *PRICE* within the above terms constitutes a serious breach of duty by the *BUYER* and, without prejudice to compensation for major, further and possible damage, gives the *SELLER* the right to:

- a) suspend the delivery of the *PRODUCTS* not yet delivered and/or subject the execution of the *CONTRACT* to the payment and/or balance of the amount due;
- b) terminate the *CONTRACT*, without the need for formal notice, with written communication to be sent to the *BUYER* by registered letter with acknowledgement of receipt or equivalent;
- c) suspend the execution of other contracts with the *BUYER*.

4. DELIVERY

Unless otherwise specifically provided in the *CONTRACT*, delivery of the products shall be:

- a) *EXW*: the *SELLER* delivers by placing the *PRODUCTS* at the disposal of the *BUYER* at the *SELLER's* premises or at another place agreed in the *CONTRACT*;
- b) *FCA*: the *SELLER* delivers by placing by setting the *PRODUCTS* to the carrier or to another person designated by the *BUYER* on his premises or in another place agreed in the *CONTRACT*;
- c) *DPU*: the *SELLER* delivers by making the *PRODUCTS* available to the *BUYER* at the agreed port or place;
- d) *FOB*: the *SELLER* delivers by placing the *PRODUCTS* on board the vessel designated by the *BUYER* at the agreed port of loading.

The *SELLER* will execute the delivery considering its production needs, raw material procurement, and shipping, and may, at its sole discretion, split the *PRODUCTS* from a single order into multiple deliveries or combine *PRODUCTS* from different orders into a single delivery.

By accepting these general terms and conditions of sale, the *BUYER* releases the *SELLER* from any responsibility for delays or non-delivery due to incorrect or incomplete communication of the shipping address by the *BUYER*.

In any case, the *SELLER* cannot be held responsible for non-delivery or delayed delivery due to force majeure, such as, by way of example and not exhaustively: strikes, measures by public authorities, rationing or shortages of energy or raw materials, transportation difficulties, fires, floods, earthquakes, war. It is the responsibility of the *SELLER* to promptly inform the *BUYER* of the occurrence of a force majeure event.

The *PRODUCTS* are packaged with suitable packaging:

- a) for loading on transport vehicles;
- b) to preserve the quality and integrity of the *PRODUCTS* during transportation and delivery.

By accepting these general terms and conditions of sale, the *BUYER* releases the *SELLER* from any responsibility for any damage to the *PRODUCTS* resulting from transport or delivery of the *PRODUCTS*.

The *BUYER* is required to verify the conformity of the *PRODUCTS* received with the placed order. Any reservations or exceptions regarding the conformity of the *PRODUCTS* must be made in writing, by registered letter with acknowledgement of receipt or equivalent, to the *SELLER* within 8 (eight) days from the delivery of the *PRODUCTS*, with a detailed description of any discrepancies found, attaching a copy of the transport document. After this period, the *PRODUCTS* will be deemed accepted.

5. GUARANTEE FOR LACK OF CONFORMITY

The *SELLER* guarantees the conformity of the *PRODUCTS* to the characteristics declared in the *PRODUCT'S* technical data sheet or agreed with the *BUYER*, their immunity from faults and defects, as well as their safety according to the standards in force at the time of their placing on sale.

The *SELLER* will not be considered responsible for damages of any kind to things or people, both direct and indirect, not arising from the correct and legitimate use of the *PRODUCTS*.

The *SELLER* grants 1 (one) month guarantee for the lack of conformity of the *PRODUCTS*, provided such defects have been timely notified in accordance with paragraph. [4]. The guarantee is subject to the notification of the lack of conformity as regulated under paragraph. [4] above and can be activated by the *BUYER* for a period of 1 (one) month starting from the notification itself and in any case until the expiry of the *PRODUCTS*, provided that they have been stored as indicated in the technical data sheet attached to the *PRODUCTS* or as agreed with the *SELLER*, depending on the specific characteristics of the *PRODUCTS*. In response to complaints justifiably and promptly lodged, accompanied by the requested information, the *SELLER* will proceed with the replacement of the *PRODUCTS*, provided that the lack of conformity is not attributable to transport, misuse and/or storage, or non-rational or inappropriate use of the same and, in any case, to the liability of the carrier, of the *BUYER*, of the assignees of the *BUYER* or of third parties.

The replacement of the *PRODUCTS* does not imply any extension of the duration, nor the renewal of the guarantee itself.

In any case, any compensation for damages in favor of the *BUYER* is to be considered excluded.

This guarantee excludes any other form of guarantee, liability, remedy, action, condition, term, commitment or obligation provided for by derogable provisions of law, customs, commercial and contractual uses. Therefore, the guarantee and responsibility of the *SELLER* towards the *BUYER* are strictly limited to what is indicated above.

Under no circumstances can the *SELLER* be held responsible for losses, expenses, lost profits, direct and indirect damages and prejudices of any kind suffered by the buyer or third parties.

6. WITHDRAWAL RIGHT

Each *PARTY* has the right to withdraw from the *CONTRACT* by sending written notice of withdrawal to the other *PARTY* by registered letter with acknowledgement of receipt or equivalent until the *CONTRACT* has begun to be executed.

For the case of periodic sales, each *PARTY* has the right to withdraw from the *CONTRACT* at any time by sending written notice of withdrawal to the other *PARTY*, by registered letter with acknowledgement of receipt or equivalent, but the withdrawal has no effect for sales already performed. Anyway, in the event of withdrawal,

the *BUYER* has to pay the price of the *PRODUCTS* already produced or in progress of production or delivered by the *SELLER*.

7. TERMINATION OF CONTRACT

Without prejudice to compensation for major, further and possible damage, the *SELLER* has the right to terminate the *CONTRACT* with immediate effect, by giving written notice to the *BUYER*, by registered letter with acknowledgement of receipt or equivalent to correspondence addresses if:

- a) the *BUYER* does not fulfill the obligations set out in the *CONTRACT*;
- b) the *BUYER* is subject to insolvency, composition, insolvency or debt restructuring procedures or is in a state of financial difficulty.

Any sums already paid by the *BUYER* will remain acquired by the *SELLER* in account of the greater sums still due and the *PRODUCTS* already delivered must be immediately returned to the *SELLER*, at the latter's headquarters or in a different place indicated by the latter.

8. PROHIBITION AGAINST ASSIGNMENT OF THE CONTRACT

By accepting these general terms and conditions of sale, the *BUYER* undertakes not to transfer the *CONTRACT*, even partially, to third parties, except in the case of express and prior written consent by the *SELLER*.

9. CONFIDENTIALITY

During the performance of the *CONTRACT* the *PARTIES* will become aware of information of a strictly confidential and reserved nature (*CONFIDENTIAL INFORMATION*). *CONFIDENTIAL INFORMATION* shall be understood to include information, data, knowledge, patented or patentable findings, know-how, and, in general, any technical, economic, commercial, or administrative information, as well as any document, support, or sample of material or product, in any form in which they are communicated and/or provided, regardless of whether the information provided is of a confidential or reserved nature, expressly including, without limitation, any information and data related to formulation, product technology, related processing, supply, materials, know-how.

By accepting these general terms and conditions of sale, the *BUYER* undertakes to:

(i) maintain and ensure the maximum confidentiality of the results, information, know-how, documents, and, in general, all *CONFIDENTIAL INFORMATION* received from the *SELLER* or from its partners, administrators, collaborators, employees, and consultants;

(ii) use such *CONFIDENTIAL INFORMATION* exclusively for the execution of the *CONTRACT*;

(iii) not disclose, disseminate, transfer to third parties and/or use, on its own behalf and/or on behalf of third parties, even through an intermediary, the *CONFIDENTIAL INFORMATION* received from the *SELLER*.

The obligation of confidentiality does not extend to information that is or becomes of public knowledge without the responsibility of the *PARTIES*, or that is legitimately requested by administrative or judicial authorities.

The obligations of confidentiality are understood to apply for the duration of the *CONTRACT*. The *CLIENT* shall be bound by confidentiality for a period of 5 (five) years following the termination of the *CONTRACT*.

10. UNILATERAL CONTRACT MODIFICATION

The *SELLER* reserves the right to make additions and/or modifications to these general terms and conditions of sale, taking care to communicate, in writing, by e-mail, to the *BUYER* the general terms and conditions as integrated and/or modified (*MODIFICATION NOTICE*).

The general terms and conditions of sale as integrated and/or modified will apply to the *CONTRACT* only and to the extent that it has not yet had a start of execution.

The *BUYER* who doesn't intend to accept the general terms and conditions of sale as integrated and/or modified may withdraw from the *CONTRACT* by sending written notice of withdrawal by registered letter with acknowledgement of receipt or equivalent to the *SELLER* within 5 (five) days of the *MODIFICATION NOTICE*.

For the case of periodic sales, the general terms and conditions of sale as integrated and/or modified will not apply to sales already performed or in progress, but only to sales yet to be performed. Therefore, upon receipt of the *MODIFICATION NOTICE*, the *BUYER* will still be required to pay the price of the *PRODUCTS* already delivered by the *SELLER* but, for the part of the *CONTRACT* still to be executed, in relation to which the general terms and conditions of sale as integrated and/or modified will apply, the *BUYER* will have the right to withdraw at any time by sending written notice of withdrawal by registered letter with acknowledgement of receipt or equivalent to the *SELLER*.

11. LAW AND JURISDICTION

These general terms and conditions of sale or any special conditions agreed by the *PARTIES* derogate from the provisions of the United Nations Convention on Contracts for the International Sale of Goods (1980 Vienna Convention), according to article 6 of the same Convention, to the extent that there is overlap between the two disciplines.

Any matter concerning this *CONTRACT* that is not expressly or implicitly resolved by these general terms and conditions of sale or any special conditions agreed by the parties will be disciplined:

- a) by the United Nations Convention on Contracts for the International Sale of Goods (1980 Vienna Convention) and
- b) to the extent such matters are not covered by the United Nations Convention on Contracts for the International Sale of Goods, by Italian law.

Any reference made to trade terms (such as EXW, FOB, etc.) is deemed to be made to Incoterms published by the International Chamber of Commerce and current at the date of conclusion of the *CONTRACT*.

The competent law courts of the place where the *SELLER* has his registered office shall have exclusive jurisdiction in any action arising out of or in connection with the *CONTRACT*. However, as an exception to the principle hereabove, the *SELLER* is in any case entitled to bring his action before the competent court of the place where the *BUYER* has his registered office.