UNITED PETFOOD

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- **Agreement**: the contractual relationship between Supplier and Customer for the purchase of the Goods in accordance with the General Terms and Conditions;
- **Article**: an article of these General Terms and Conditions;
- **Confidential Information**: all information of a confidential nature or purpose, whether in written, oral, electronic or other form, whether protected by Intellectual Property Rights, whether explicitly marked as confidential, disclosed by Supplier to Customer in connection with the Agreement, including but not limited to (i) the existence and terms of the Agreement; (ii) the knowhow and trade secrets relating to the development and manufacture of the Goods (including the Specification, moulds and recipes); and (iii) any financial, commercial, technical or other information of a confidential nature concerning Supplier, Supplier's business, assets, affairs, customers, clients or suppliers of Supplier or any of its affiliates, including information relating to Supplier's operations, processes, plans, product information, knowhow, designs, trade secrets, software, market opportunities and customers;
- **Customer**: the natural person or legal entity acting for professional purposes and purchasing the Goods from Supplier;
- **General Terms and Conditions**: these general terms and conditions of Supplier as amended from time to time in accordance with Article 15.4;
- **Goods**: the goods described in the Quotation;
- **Intellectual Property Rights**: any and all intellectual and/or industrial property rights anywhere in the world, in each case, whether registered or not, whether copyrightable, patentable or not, whether arising by operation of law, treaty, contract, license or otherwise, including but not limited to patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade and service marks, business names and domain names, rights in get-up and trade dress, goodwill, rights in designs, rights in recipes or processes, database rights, rights to use, and protect the confidentiality of, Confidential Information (including knowhow and trade secrets), and including all applications and rights to apply for and be granted, renewals or extensions of, rights to claim priority from, and rights to prosecute and enforce (for passing off or unfair competition), any rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world;
- **Order**: the written purchase order of Customer for the Goods, as described in the Quotation;
- **Quotation**: the quotation of Supplier for the Goods;
- **Specification**: any specification for the Goods that is agreed in writing by Customer and Supplier;
- **Supplier**: United Petfood Italia S.R.L., a limited liability company established under Italian law, with offices at Via Rivolta 14, 27017 Pieve Porto Morone (PV), Italy, registered with the Italian Business Register (Registro delle Imprese) under company number 02284560188; and
- **Warehouse**: the warehouse of Supplier as specified in the Quotation or Supplier's written order confirmation.

2. GENERAL

2.1 These General Terms and Conditions apply to all Agreements.

2.2 In case of conflict between these General Terms and Conditions, and any separate agreement concluded between Supplier and Customer, the provisions of the separate written agreement shall prevail.

2.3 By placing an Order, Customer declares to have read and understood these General Terms and Conditions and acknowledges acceptance thereof. Acceptance of these General Terms and Conditions implies that Customer fully waives the application of its own general terms and conditions (of purchase), the application of which is excluded, even if its own general terms and conditions were communicated to Supplier prior to the communication of these General Terms and Conditions.

3. QUOTATION AND AGREEMENT FORMATION

3.1 Any Quotation provided by Supplier is for information purposes only and not binding for Supplier. Quotations are valid for one (1) month from the date of the Quotation, unless another term is explicitly stated in the Quotation.

3.2 Supplier accepts the Order by (i) written confirmation of the Order; or (ii) (partial) execution of the Order. The Agreement is concluded at that time.

3.3 Orders already placed can only be cancelled with prior written consent of Supplier. In case of cancellation of an Order placed, Customer shall be liable to pay Supplier liquidated damages equal to ten (10) % of the total price of the cancelled Order. The payment of such liquidated damages shall not preclude Supplier from claiming additional damages to the extent that Supplier can demonstrate that its actual loss or damage resulting from the cancellation exceeds the amount of the liquidated damages.

4. GOODS

4.1 The Goods are described in the Quotation, whether or not complemented by a Specification.

4.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by Customer, Customer shall indemnify Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Supplier in connection with any claim made against Supplier for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with Supplier's use of the Specification. This Article 4.2 shall survive termination of the Agreement.

4.3 In case Supplier is requested to provide and/or purchase the packaging of the Goods as well, Customer warrants and undertakes to provide Supplier with all necessary content and information regarding the required labels on the packaging of the Goods and confirms that these labels and packaging are in line with all applicable laws or regulatory requirements relating to packaging and labelling of animal food products. The artwork, design, labelling and drafting of the packaging remain at all times the full responsibility of Customer. All costs incurred for packaging design, layout and clichés (or for replacement of the cliché when worn out at Supplier's discretion and in any case after 20 months from their creation) shall be borne by Customer.

5. DELIVERIES

5.1 Unless otherwise agreed in writing, the agreed delivery dates are purely indicative and non-binding on Supplier. Any delay in delivery cannot give rise to any liability of Supplier, termination of the Agreement, any form of damage compensation or price reduction.
5.2 Supplier expressly reserves the right to deliver the Goods by instalments which shall be invoiced and paid for separately. Each instalment shall be a separate agreement. Under no circumstances will any such delivery by instalments justify the refusal from Customer to pay for the delivered Goods.
5.3 The quantities of the delivered Goods are determined by Supplier by means of automatic weighing equipment and deemed to have been accepted by Customer upon the Goods leaving the Warehouse.
5.4 Unless explicitly agreed otherwise in writing, all deliveries of Goods shall take place EX WORKS (Incoterms® 2020) at the Warehouse. If, at the explicit request of Customer, Supplier assists in the organisation of transport, Supplier shall act exclusively as a non-responsible intermediary and agent, on behalf of and for the account and risk of Customer. Supplier shall under no circumstances be deemed a carrier, freight forwarder, contractual carrier or performing carrier. All risks relating to the Goods and their transport, including but not limited to storage, loading, carriage, transshipment, delay, congestion, unloading and delivery, shall be borne exclusively by Customer. Any transport-related costs, charges, surcharges or penalties, including but not limited to demurrage, detention, storage costs, port or terminal charges, congestion, war risk or sanctions-related surcharges, shall be borne exclusively by Customer, even if invoiced to or advanced by Supplier. For the avoidance of doubt, the occurrence of a Force Majeure Event as defined in Article 14 shall not affect the allocation of transport risks and costs, which shall remain for the exclusive account of Customer. Upon reception of the Goods, Customer shall sign a delivery note "for receipt of goods" or undertakes to send by e-mail (info@unitedpetfood.eu) a legible copy of the CMR or carriage document signed and stamped at the time of delivery.
5.5 Customer shall be responsible for complying with all laws and regulations governing the import of the Goods into the country of delivery and subsequent processing, marketing, distribution or resale thereof and Supplier assumes no liability whatsoever for the compliance of the Goods with any laws and regulations in the country of delivery or destination.
5.6 Customer is obliged to collect the Goods on the stated delivery dates. If the Goods were not collected by Customer on the delivery date, for any reason whatsoever, even in the case of orders on demand, Supplier has the right to (i) store the Goods at the expense and risk of Customer for a limited period, in which case Customer's payment obligation is not suspended; or (ii) cancel the Order.
5.7 Delivery is completed on delivery date, when the Goods are ready for transport at the Warehouse, whether or not Customer collects the Goods.

6. TITLE AND RISK

6.1 The risk in the Goods shall pass to Customer on completion of delivery.
6.2 The Goods supplied by Supplier remain the property of Supplier until all amounts owed by Customer to Supplier, including interest and costs, have been paid in full.
6.3 The retention of title applies to all Goods still in possession of Customer, including those already paid for. Until payment is made in full, Customer is expressly prohibited from disposing of the Goods in any form whatsoever, creating any right in rem (security) over them or alter their nature. Should this however be the case, Customer shall unconditionally and irrevocably transfer to Supplier, which accepts, any claims it may have on third parties pursuant to the sale of the Goods, which are property of Supplier. Customer also acknowledges that Supplier is at all times entitled to take back these Goods as long as they have not been paid for in full. Customer bears a duty of care with regard to the Goods subject to the retention of title and must store and keep them in perfect condition in a place suitable and clean for that purpose in accordance with the highest standards and safety requirements in the sector. Customer undertakes to notify Supplier immediately in writing of any seizure exercised by a third party. The advances paid by Customer remain acquired to compensate for possible losses on resale.
6.4 In the event of Customer's bankruptcy, the retention of title as stipulated in this Article 6 will apply in full.

7. CUSTOMER'S MATERIALS, RAW MATERIALS AND PACKAGING

7.1 Customer's stated quantities of materials, raw materials and/or packaging supplied to Supplier by or on behalf of Customer for storage and/or processing are not opposable to Supplier.
7.2 Customer undertakes to insure Customer's materials, raw materials and/ or packaging against 'All Risks' as well as against 'Third Party Redress' and 'Civil Liability (Operation)', with a waiver of recourse with respect to Supplier.

8. PRICES AND PAYMENT

8.1 Price lists, technical data, indications of weight and dimensions, and in general all specifications provided by Supplier are purely indicative and not binding to Supplier. Only the prices in an order confirmation of Supplier will be binding on Supplier.
8.2 Prices stated in order confirmations or in any other agreement signed by Supplier and Customer are based on the prevailing values of wages and materials at that time. If one or more cost price factors (including, but not limited to labour cost, prices of raw materials, energy cost (and transportation and packaging costs, if applicable)) are increased, Supplier reserves the right to proportionally increase the agreed prices. Supplier shall notify Customer in writing of the revised prices and the price increase shall be effective thirty (30) calendar days after Supplier's written notification. If Customer opposes against the price increase and parties cannot find an agreement within thirty (30) calendar days of Supplier's written notification, either party may terminate the Agreement on a one (1) month written notice to the other party. No response or objection from Customer within thirty (30) calendar days after Supplier's written notification or a new Order placed by Customer after Supplier's written notification shall be considered as an acceptance by Customer of the revised prices.
8.3 Unless otherwise expressly agreed in writing, all prices stated in a Quotation, order confirmation, Agreement or other document are in euro and exclusive of VAT. All prices are furthermore exclusive of any transport-related costs, packaging costs, bank costs, insurance costs, duties, levies, taxes, charges or other amounts imposed by carriers, terminals, authorities, governmental bodies or other third parties. Any additional costs arising after conclusion of the Agreement, including but not limited to demurrage, detention, storage, congestion, war risk, sanctions-related or currency-related surcharges or similar costs, shall be borne exclusively by Customer and may be recharged in full by Supplier, irrespective of cause or foreseeability. The occurrence of a Force Majeure Event shall not release Customer from its obligation to pay any amounts due or any costs borne or advanced by Supplier in accordance with this Article.

8.4 Unless otherwise agreed in writing, all payments will be made by Customer prior to delivery by bank transfer. All costs of payment are borne by Customer. Each invoice is considered as definitively accepted in the absence of protest by registered letter within ten (10) calendar days after its receipt. Protest of an invoice does not suspend Customer's payment obligation.
8.5 The invoices of Supplier are payable at Supplier's office on the due date of the invoice, and in the absence of this within fifteen (15) calendar days following the invoice date, regardless of the manner in which payment is made.
8.6 In the event of late payment, interest shall be due by operation of law and without prior notice of default from the due date of the invoice (or the outstanding amount) up to and including the date of payment in full. Interest under this Article 8.6 will accrue each day at an interest rate of ten (10) % a year. Customer will be liable to pay liquidated damages to Supplier equal to ten (10) % of the unpaid amounts, with a minimum of two hundred (200) EUR. The damages are intended to cover, amongst others, but are not limited to, Supplier's expenses as a result of the (extra) judicial enforcement of Customer's payment obligation under this Article 8. Each new month started shall be considered a full month.
8.7 In the case of non-payment of just one invoice by the due date, Supplier is also entitled, without prior authorisation by court and without prior notice of default or damage compensation, to (i) terminate the Agreement with immediate effect; and (ii) suspend all other Customer's orders until full payment of the invoice. All other outstanding debt claims on Customer become immediately legally due without prior notice of default.
8.8 Supplier may at any time, without notice to Customer, set off any liability of Customer to it against any liability it has to Customer, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Agreement. Any exercise by Supplier of its rights under this Article 8.8 shall not limit or affect any other rights or remedies available to it under the Agreement or otherwise.
8.9 All amounts due under the Agreement from Customer to Supplier shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
8.10 Each payment shall first be deemed to be a payment of any outstanding interest and/or costs. Only after full payment thereof, a payment will be deemed to be payment of the oldest outstanding invoice, whether or not the payment expressly states otherwise.

9. DEFECTS AND WARRANTY

9.1 Upon delivery, Customer must immediately check whether the delivered Goods exhibit visible damage or defects and check their usability, marketability, composition and their conformity with the Specification. Visible damages or defects must be reported by Customer specifically and accurately on the waybill, and notified to Supplier in writing within forty-eight (48) hours of delivery, and in any event prior to the use or sale of the Goods. Failing this, the Goods shall be deemed definitively accepted by Customer. Late complaints are inadmissible. Initial use or resale of the Goods counts as express acceptance of the Goods.
9.2 The liability of Supplier for any hidden defects in the Goods is limited to defects that manifest themselves within three (3) months after delivery of the Goods by Supplier. In any case, any hidden defects must be reported by Customer to Supplier in writing immediately and at the latest within eight (8) calendar days after their discovery, on penalty of forfeiture. This notification must contain a detailed description of the defect. Complaints due do hidden defects do not suspend Customer's payment obligation.
9.3 Notwithstanding any other mandatory statutory provisions, the warranty of Supplier for non-compliant Goods consists only of, entirely at the discretion of Supplier, crediting (part of) the invoice or replacement of the Goods. Any form of damage compensation in application of the warranty is expressly excluded.
9.4 Supplier shall not be liable for the Good's failure to comply with the warranty set out in this Article 9, if (a) Customer makes any further use of such Goods after giving notice in accordance with Article 9.1 or Article 9.2; (b) the defect arises because Customer failed to follow Supplier's oral or written instructions as to the storage and use of the Goods or (if there are none) good trade practice regarding the same; (c) the defect arises as a result of Supplier following any Specification supplied by Customer; (d) Customer alters such Goods without the written consent of Supplier; (e) the defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal storage or working conditions; or (f) the Goods differ from their description and any applicable Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
9.5 Except as provided in this Article 9, Supplier shall have no liability to Customer in respect of the Good's failure to comply with the warranty set out in this Article 9.
9.6 If Customer refuses delivery of the Goods without valid reason, (i) the price of the Goods including VAT (and all other possible duties, taxes and charges imposed by third parties and governments); and (ii) any transport, packaging, bank and insurance costs, remain due.

10. LIABILITY

10.1 This Article 10 applies to every liability arising under or in connection with the Agreement including liability (i) in contract, tort (including negligence), misrepresentation, restitution or otherwise; and (ii) arising out of any use made or resale of the Goods by Customer.
10.2 To the extent permitted under applicable law, Supplier shall not be liable for (i) loss of profits; (ii) loss of reputation; (iii) loss of sale or business, (iv) loss of turnover, (v) loss of agreements or contracts, (vi) loss of anticipated savings, (vii) loss of or damage to goodwill, (viii) special, exemplary, punitive or enhanced damages; or (ix) any other indirect, incidental or consequential loss.
10.3 Supplier shall only be liable for damage caused by its wilful misconduct or intentional fault (or that of its appointees).
10.4 To the maximum extent permitted under applicable law, Supplier's total liability to Customer under the Agreement shall be limited to the highest of the following amounts: (i) the amount effectively recovered under Supplier's professional liability insurance, or (ii) the invoiced amount(s) effectively paid by Customer for the Goods that caused the damage.
10.5 Nothing in these General Terms and Conditions shall exclude or limit any liability which cannot be excluded or limited under applicable law, including, without limitation, liability for (i) death or physical injury of a natural person caused by fault, (ii) fraud or fraudulent misrepresentation, (iii) wilful misconduct or intentional fault, and (iv) any other liability which may not be excluded or limited pursuant to mandatory law. For the avoidance of doubt, nothing in this Agreement shall affect Supplier's liability under applicable mandatory product liability or food safety legislation, to the extent such liability cannot be excluded or limited by law.

10.6 Customer shall indemnify Supplier for any claim brought against it by a third party as a result of damage caused to that third party by Customer. In case Supplier receives a claim in this respect, Customer shall assist Supplier in both extrajudicial and judicial proceedings, and do anything without delay to fully safeguard Supplier. In case Customer fails to take adequate measures, Supplier shall be entitled, without prior notice of default, to take such measures itself. All costs and damages suffered by Supplier and third parties as a result thereof, will be at the expense and risk of Customer.

10.7 To the maximum extent permitted under applicable law, Customer agrees, and accepts, not to hold the directors, employees, officers, representatives, contractors, subcontractors or advisers of Supplier personally liable for any claim arising out of or in connection with the Agreement, to the extent such persons act on behalf of Supplier in the performance of the Agreement. Any contractual claim arising out of or in connection with the Agreement shall be brought by Customer exclusively against Supplier.

11. TERMINATION AND SUSPENSION

11.1 Supplier shall be entitled, at its sole discretion, to terminate or suspend, in whole or in part, the Agreement at any time, with immediate effect, without prior judicial authorisation, without prior notice of default or damage compensation, by written notice to Customer, in the following cases:

i. if Customer commits a breach of any term of the Agreement which is not capable of remedy, or, if capable of remedy, fails to remedy such breach within seven (7) calendar days after being notified in writing to do so;
ii. if Customer suspends, or announces its intention to suspend, payment of its debts, becomes subject to any insolvency, bankruptcy, reorganisation, restructuring, composition with creditors or similar proceedings, or applies for any such proceedings;
iii. if Customer enters into liquidation, dissolution or discontinues its business activities; or
iv. if all or part of Customer's assets are seized or become subject to any enforcement measure.

Any suspension or termination pursuant to this Article 11.1 shall be without prejudice to Supplier's right to claim liquidated damages or additional damages, to the extent Supplier can demonstrate that it has suffered a loss exceeding any agreed or paid amounts.

11.2 In the case of application of Article 11.1 (ii), Supplier also reserves the right to claim compensation for all costs and losses incurred (including lost profits, administration costs, transportation costs, stocking costs, etc.), and all claims by Supplier against Customer become immediately due. In that case Supplier shall have the right to keep any advances paid as partial damages, irrespective of the right of Supplier to claim higher damages.

11.3 Except if the Agreement is terminated as a result of a Force Majeure (as defined in Article 14), Customer is bound to indemnify Supplier against any claims from third parties resulting from termination.

11.4 On termination or expiry of the Agreement, for whatever reason, Customer shall immediately reimburse all costs already incurred and monies unduly paid by Supplier, such as but not limited to packaging material and specific ingredients already ordered and/or purchased by Supplier, without prejudice to Supplier's right to claim full compensation.

11.5 Supplier can terminate the Agreement at any time without reasonable cause and without paying any compensation, by means of a registered letter subject to a notice period of one (1) month as from the date of the postmark.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 All Intellectual Property Rights relating to (any change, improvement or development of) the (composition, recipes or Specifications of the) Goods and the manufacture thereof, as well as any Intellectual Property Rights derived therefrom, are and remain vested with Supplier exclusively and are and remain Supplier's exclusive property. Customer undertakes not to infringe Supplier's Intellectual Property Rights.

12.2 Any (auxiliary) materials, recipes, designs, plans, drawings, and other documents (the "**Documents**") either or not covered by the Intellectual Property Rights of Supplier, which are transferred to Customer, shall at all times remain the exclusive property of Supplier and shall not be used for any other purpose than the execution of the Agreement. The transfer of the Documents to Customer shall never result in the transfer of any Intellectual Property Rights relating to the Documents.

12.3 Customer will notify Supplier immediately in writing if Customer obtains knowledge of an infringement of Supplier's Intellectual Property Rights and, on first request by Supplier, will hand over all information of value in that regard. If a third party claims that Supplier's materials, goods or services constitute an infringement of its Intellectual Property Rights, Customer undertakes to notify Supplier immediately in writing or otherwise relinquish any other recourse over Supplier.

12.4 All Intellectual Property Rights relating to (any change, improvement or development of) the design and look of the packaging of the Goods (if the Goods are branded under the trademarks of Customer) and the trademarks of Customer are and remain Customer's exclusive property. As far as the change, improvement or development of the design and look of the packaging of such Goods is made or developed by Supplier, Supplier shall transfer and assign, free of charge, all Intellectual Property Rights relating to the change, improvement or development exclusively, irrevocably and in full ownership to Customer, who accepts.

12.5 Customer grants to Supplier a non-exclusive, non-transferable, royalty-free license (including the right to grant sub-licenses to permitted subcontractors) for the duration of the Agreement to use Customer's Intellectual Property Rights and trademarks solely for the purpose of performing its obligations under the Agreement.

12.6 Customer warrants that it owns or is entitled to assign or license any rights relating to Customer's Intellectual Property Rights and trademarks and that these rights (i) do not infringe any copyright, trademark or Intellectual Property Rights of third parties; (ii) will not constitute unfair competition; or (iii) otherwise violate the rights of any third party.

12.7 In the event of a third party claim against Supplier for an (alleged) infringement of such third party's Intellectual Property Rights arising out of or in connection with the use of Customer's Intellectual Property Rights and trademarks, Supplier shall inform Customer in writing of such claim as soon as reasonably possible and Customer shall immediately take over at its own expenses the defence of such claim. Supplier reserves nevertheless the right to defend itself against such third party claims and intervene in the (court) proceedings as it deems necessary. Customer shall hold Supplier harmless from and indemnify Supplier against any and all losses, damages, expenses, liabilities, settlements and costs whatsoever (including reasonable legal fees and expenses) suffered by Supplier as a result of such claim, a (court) proceeding, court decision, or any interim or provisional measures or injunctions (and amongst

others repackaging costs, storage costs, destruction costs, etc.).

13 CONFIDENTIALITY

13.1 Customer undertakes to keep confidential, and not to disclose or otherwise make accessible, Supplier's Confidential Information other than expressly allowed by Supplier (in the framework of a written agreement). The obligation will apply during the Agreement and for a period of five (5) years after termination or expiry thereof. Customer guarantees compliance with these provisions by its subsidiaries, affiliates, agents, advisors, representatives and employees. Customer will return any Supplier's Confidential Information at first request of Supplier.

13.2 Customer shall not be allowed to give any form of publicity relating to the Agreement without the prior written permission from Supplier, nor to use the name of Supplier in advertisements and other commercial messages, nor to maintain direct or indirect contact with Supplier's clients, nor to refer to Supplier as a reference. Without Supplier's explicit written permission, Customer will not use the items and/or services created through the mutual efforts of the parties for the benefit of any third parties.

13.3 In case of infringement by Customer of one or more obligations of this Article 13, Customer will be liable to pay Supplier liquidated damages in the aggregate amount of twenty-five thousand (25,000) EUR per infringement, without prior notice of default or judicial intervention. The payment of such liquidated damages shall not preclude Supplier from claiming additional damages to the extent that Supplier can demonstrate that its actual loss or damage resulting from such infringement exceeds the amount of the liquidated damages.

14. FORCE MAJEURE

14.1 For the purposes of this Article 14, "**Force Majeure Event**" shall mean an event, circumstance or cause beyond a party's reasonable control, including (amongst others) (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic (including animal epidemic or pandemic); (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination, or sonic boom; (v) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition; (vi) absence of licence, certificate or authorisation to be delivered by a government or public authority; (vii) collapse of buildings, fire, explosion or accident; (viii) machinery breakdown; (ix) any labour or trade dispute, strikes, industrial action or lockouts; (x) non-performance by suppliers or subcontractors (including transport difficulties); (xi) interruption or failure of utility service; or (xii) lack of raw materials. For the purposes of these General Terms and Conditions, all events, circumstances or causes beyond Supplier's reasonable control that prevent, perturb, or complicate Supplier's manufacturing or supply process are also qualified as Force Majeure Event.

14.2 Neither party shall be in breach of the Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for ninety (90) calendar days, the party not affected may terminate the Agreement by giving a thirty (30) calendar days' written notice to the affected party.

15. GENERAL PROVISIONS

15.1 Entire agreement.

The Agreement (including these General Terms and Conditions) constitutes the entire agreement between Supplier and Customer. Supplier and Customer acknowledge that in entering into the Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Supplier and Customer agree that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

15.2 Assignment

Supplier may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Agreement. Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Agreement without the prior written consent of Supplier.

15.3 Notices

Any notice given to a party under or in connection with the Agreement shall be in writing and shall be (i) delivered by hand or by registered mail at its office; or (ii) sent by email. Any notice shall be deemed to have been received (i) if delivered by hand, at the time the notice is left at the proper address; or (ii) if sent by registered mail, at 9.00 am on the third (3rd) working day after posting; or (iii) if sent by email, at the time of transmission.

15.4 Amendment

Supplier reserves the right to modify the General Terms and Conditions at any time in case of valid reason, subject to prior written notice to Customer. Customer may, if applicable, terminate the Agreement early upon written notice to Supplier, unless the amendments are required by applicable laws and regulations. Termination shall not affect the delivery of Goods already ordered. The latest updated version of the General Terms and Conditions is available at all times on Supplier's website.

15.5 Waiver

A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

15.6 Severance

If any provision or part-provision of these General Terms and Conditions (as forming part of the Agreement) is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement. If any provision of the Agreement is deemed deleted under this Article 15.6, Supplier and Customer shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

16. APPLICABLE LAW AND JURISDICTION

16.1 The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of Italy. The application of the Vienna Convention and other equivalent rules of international private law are excluded.
16.2 All disputes or claims (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation that cannot be resolved amicably shall fall within the exclusive jurisdiction of the competent courts of Pavia (Italy).