

Cipolla F.lli srl
Via Privata de André 11
26817 San Martino in Strada (Lo)

General Supply Conditions

Every contract ("Contract") between Cipolla F.lli s.r.l. ("Cipolla F.lli") and any client ("Client") consists of an order, approved by Cipolla F.lli ("Order"), and by these General Conditions, made available to the Client together with transmission of the order confirmation.

The General contract Conditions therefore form an integral part of the contracts stipulated between Cipolla F.lli and the Client for the supply of the products of Cipolla F.lli (the "Products").

The General contract Conditions apply to all of the transactions concluded between Cipolla F.lli and the Client without any specific reference or agreement to them in this regard being necessary upon conclusion of every single contract.

Any other condition or term will be considered valid only if confirmed in writing by the Seller.

The General contract Conditions should be integrated as indicated by the Italian Civil Code and by the Legislative Decree n. 206/2005 (Consumer Code) if applicable. Cipolla Fratelli reserves the right to modify, integrate or vary the General Contract Conditions.

1. Definitions


In the interpretation of the General contract Conditions, the following terms should be considered according to the meaning indicated below:

- a) Seller or Cipolla Fratelli: Cipolla Fratelli s.r.l.
- b) Client: the Buyer of the Product or the individual to whom the product itself is delivered;
- c) Contracting Parties/parties: Cipolla Fratelli s.r.l. and the Client;
- d) Product(s): the goods specified in the catalogue and/or offer, indicated in the Contracts between Cipolla Fratelli s.r.l. and the Client;
- e) Order(s): the form through which the Client declares his intention to buy the Products from Cipolla Fratelli s.r.l.;
- f) General contract Conditions: these agreements;

2. Subject of the Contract

The Contract includes exclusively the elements indicated in the Order.

The characteristics and the data indicated in catalogues, the website and/or any other documentation related to the Products included in the Order will be considered purely indicative and not binding for Cipolla Fratelli s.r.l..

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With regards to the description of the Products and their technical specifications, only the information indicated in the technical sheets provided will be considered valid.

3. Orders and acceptance

Orders will be considered as an irrevocable purchase proposal for the Buyers and non binding for Cipolla Fratelli s.r.l., who reserves the right to accept them. Purely as an example, Cipolla Fratelli s.r.l. will have the right not to accept an Order if the Buyer:

1. Is or has previously been non compliant, for any reason whatsoever, with regards to Cipolla Fratelli s.r.l.;
2. Is listed in the list of protests or if he has been subject to enforcement procedures;
3. Is in a condition of forced or voluntary liquidation or has made an application or is subject to insolvency proceedings;
4. Is in such a condition as to endanger regular payment of the goods indicated in the contract, on the basis of analyses carried out with the objective of preventing and controlling the risk of insolvency, fraud control and credit protection.

Cipolla Fratelli s.r.l. reserves the right, in any case, the power to subject acceptance of the Order to specific methods of payment and/or emission of adequate guarantees.

Any possible additions or changes made to the Order, even through the salesmen of Cipolla Fratelli s.r.l., will not be binding for Cipolla Fratelli s.r.l. who may accept them or reject them without prejudice against the original Order.

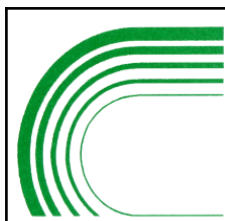
Transmission of the Order will automatically result in acceptance of these General contract Conditions. During execution of the contract, the Client will not object to, enforce reservations, facts, circumstances and/or conditions that depend directly or indirectly on the lack of knowledge of the contents of the General contract Conditions.

Orders will not be considered accepted until they have been confirmed in writing by Cipolla Fratelli s.r.l.

Emission of the invoice by Cipolla Fratelli s.r.l. or execution of the Order will be considered as confirmation.

4. Prices

Prices of the Products are only the ones indicated in the order confirmation. Cipolla Fratelli s.r.l. reserves the right to change the prices at any time for future supplies.



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Unless otherwise indicated, the prices are considered net of VAT and of CONAI contributions.

5. Delivery terms and despatch

Unless agreed to the contrary, supply of the goods will be considered Ex Works even when despatch or any part of it is carried out by Cipolla Fratelli s.r.l..

In any case, regardless of the delivery terms agreed between the Parties, all risks will be transferred to the Client when the goods are handed over to the first courier.

6. Payment terms

The payment terms will be the ones specified in the order confirmation. All payments should be made without any deduction for compensations or compensation claims. If the Client does not organise payment within the terms agreed, he will be obliged to pay default interest calculated according to the Legislative Decree n. 192/2012.

Non payment or delayed payment for any reason whatsoever will allow Cipolla Fratelli s.r.l., unaffected by any other action, to demand advance payment of the Orders already invoiced and cancel despatch of any other pending Orders without the Client having any right to make claims for compensation, indemnity or other costs.

7. Delivery terms

The delivery terms vary according to the Products ordered and the specific requests made by the Client; the delivery terms should always be considered indicative and are not binding for Cipolla Fratelli s.r.l. Cipolla Fratelli s.r.l. reserves the right to reasonably organise partial deliveries.

8. Retention of Title

Cipolla Fratelli s.r.l. maintains the property right on the Products delivered to the Client it receives the entire price and any other amount due. The Client must preserve and maintain the goods in accordance with good faith until the entire amount has been paid. The Client must refrain from implementing acts or any form of behaviour that may prevent Cipolla Fratelli s.r.l. from maintaining valid execution of such right.

9. Express termination clause

Non compliance of the payment terms, as well as any delay by the Client in collecting the Products that may exceed more than 30 (thirty) days from the date of "ready goods" will provide Cipolla Fratelli s.r.l. with the right to terminate the contract ex art. 456 of the Civil Code through written notification, excluding in any case the right of Cipolla Fratelli s.r.l. to:



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1. Withhold any amounts received from the Client as indemnity for damages and for use of the goods by the Client, save and unaffected further action related to compensation;
2. Suspend any preparation of the Orders or any pending Orders.

10. Complaints

Cipolla Fratelli s.r.l. should be immediately informed of any complaints related to the packaging, quantity, number of exterior characteristics of the Products (apparent faults), through a registered letter with advice of receipt or certified email, under penalty of forfeiture, within eight (8) days from delivery of the Products. Cipolla Fratelli s.r.l. should be notified of any possible complaints related to defects that cannot be identified through diligent controls upon receipt (hidden defects) through a registered letter with advice of receipt or certified email, under penalty of forfeiture, within eight (8) days from discovery of the defect and in any case no later than twelve (12) months from delivery.

Any claims or complaints will not give the Client the right to suspend or in any case delay payment of the Products involved in the complaint or of any other suppliers.

11. Defects and warranty

Unless otherwise agreed in writing between the parties, Cipolla Fratelli s.r.l. guarantees that the Products are free from faults and defects for a period of twelve (12) months from the delivery date to the Client. Cipolla Fratelli s.r.l. will not be held responsible for faults and defects deriving from incorrect use of the Products, including inadequate transport, storage and maintenance as well as incorrect installation, force majeure, fault or negligence of the Client.

The guarantee includes replacement of the Products that should be returned to the headquarters of Cipolla Fratelli s.r.l. with all costs borne by the Client.

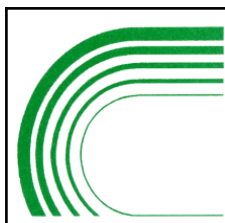
If the responsibility of Cipolla Fratelli s.r.l. is established, such liability should not exceed the price of the Products for which the complaint was generated excluding, in any case, further compensation and/or indemnities for any reason whatsoever.

In any case the Client will not be allowed to exercise his guarantee rights towards Fratelli Cipolla s.r.l. if he has not paid the price at the conditions and terms agreed.

12. Force majeure

Cipolla Fratelli s.r.l. will not be held responsible in any way if execution of his obligations is delayed or not fulfilled due to force majeure (purely as an example: lack of electricity or raw materials, strikes, measures adopted by public administration, impediments to circulation or production activities, epidemics and natural calamities).

13. Right of withdrawal



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Cipolla Fratelli s.r.l. reserves the right to withdraw from the contract if, after confirmation of the Order, he receives business information on the Client that, in his opinion, discourage the execution or continuation of the contract. The execution of this right will not allow the Client any right in terms of damages or otherwise.

14. Order Cancellation

If, for any reason whatsoever, the Client cancels an order totally or partially, Cipolla Fratelli s.r.l. reserves the right to request a fine of a maximum of 50% of the value of the cancelled Order from the Client. In any case Cipolla Fratelli s.r.l. may retain all of the amounts paid as deposit.

15. Acts of tolerance

In no case whatsoever will non execution of any right by Cipolla Fratelli s.r.l. represent waiver of the right to request correct fulfilment, having to qualify such conduct of omission as a mere act of tolerance.

16. Protection of personal data

The personal data supplied by the Client, or otherwise acquired within the field of activities of Cipolla Fratelli s.r.l, must be subject to processing in compliance with the EU Regulation n. 679/2016 and of the Legislative Decree n. 196/2003. The word processing means any operation or series of operations, carried out with or without the use of automated processes and applied to personal data or series of personal data, such as collection, registration, organisation, structuring, preservation, adaptation or modification, extraction, consultation, use, communication through transmission, diffusion or any other method available, comparison or interconnection, limitation, cancellation or destruction of data.

Cipolla Fratelli s.r.l. declares that the data will be processed for purposes related to execution of the contract and will not be transmitted to third parties. With regards to the data transmitted, the Buyer may exercise his rights according to article 12 of the EU Regulation n. 679/2016: access of the interested party, modification, cancellation, processing restrictions, portability and objection.

17. Applicable law and place of jurisdiction

Italian law will be applied and the only place of jurisdiction will be the Lodi Law Court in the case of any controversies deriving from the interpretation and execution of the contract, with the exclusion of any other competitor or alternative law court.



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If the Buyer is situated in a non EU country, all of the controversies deriving from the contract at the General Sales Conditions will be resolved once and for all by a board of one or more arbitrators according to the regulations of the Chamber of Arbitration of Milan.

The seat of arbitration shall be Lodi.

In all cases, Cipolla Fratelli s.r.l. reserves the right to act in the competent law court of the Client for operations aimed at recovering credit.

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