



SANTAGATA HONEY - Apicoltura Francesco Riccucci

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GENERAL CONDITIONS OF SALES

This document contains the General Conditions of Sale which govern the trading relationships between: Apicoltura Francesco Riccucci hereinafter referred to as the Seller and the Customers hereinafter defined as Buyers or Purchasers. The aforementioned conditions apply to all types of products and services of Apicoltura Francesco Riccucci

PREMISE

These general conditions of sale apply in full to each order and to all our sales, unless otherwise agreed which must be expressed and put in writing by Apicoltura Francesco Riccucci. The sending of any purchase order by the Buyer to Apicoltura Francesco Riccucci implies full and unreserved acceptance of the aforementioned general conditions of sale, even if not signed by them. These General Conditions of Sale cancel and replace the previous ones.

DEFINITIONS

In this agreement, unless otherwise specified, the following expressions have the meaning listed below:

Order acceptance: it is a document that validates the request for a service or product by the Buyer and establishes the payment methods and delivery terms.

Customers: A customer is defined as the natural or legal person capable of stipulating supply contracts with any manufacturer, distributor or wholesaler, both in Italy and abroad.

General Conditions of Sale: They are applied to all Supplies and can be derogated from what is provided for in a Contract or an Order only where expressly established. They form an integral and substantial part of every offer and order confirmation.

Sales and Supply Contract: Contains all the clauses aimed at regulating a more complex relationship, in relation to the type of supply.

Force majeure: events due to extraordinary and unpredictable facts, unrelated to our sphere of action such as but not limited to earthquakes, hurricanes, wars, rebellions, pandemics.

Guarantees: Commitment assumed by the Seller in respect of an object to repair or replace it if it presents defects.

Working days: All working days from Monday to Friday excluding public holidays.

Order: Contains the list of products and/or services requested and any special conditions governing the relationship between the Seller and the Buyer.

1) GENERALITIES

1.1 These Conditions of Sale are made public on the website: www.mielesantagata.com or at the link: <https://www.mielesantagata.com/bck/general-conditions-of-sales.pdf>

1.2 The Supply is subject to acceptance of these GENERAL SALES CONDITIONS by the Buyer, who must view them on the website and/or request a copy. The successful execution of the order will always be considered as tacit acceptance of these Conditions that the Buyer has not expressly contested the contents in writing within 5 (five) working days of receipt of the same.

1.3 Acceptance, expressed or tacit, constitutes a waiver by the Buyer of the application of its general and particular Conditions of Purchase. Any condition contained in the order sent by the Buyer which modifies, conflicts or contradicts the general conditions of sale of the Seller will be considered invalid and unenforceable, unless the Conditions establish otherwise. The Seller does not recognize verbal agreements or commitments of its employees or representatives: any exceptions to these conditions must be made in writing.

1.4 The Seller reserves the right to modify its conditions of sale at its sole discretion. The most updated version of the same will be published on the website: www.mielesantagata.com.

1.5 The order is understood as an irrevocable purchase offer, while it must be considered accepted by the Seller only following the order confirmation or the execution of the order itself.

2) ORDER PROCEDURES

2.1 All orders must be sent in writing and complete in every part for the correct identification of the requested Products and Services.

2.2. The Buyer may request the cancellation or modification of the order within and no later than 4 (four) working days from the sending of the above order only before the execution of the same, by means of written communication.

2.3. The Seller has the right not to accept changes or cancellations of the order in relation to the progress of the order. The modifications and the cancellation, in order to take effect, must be expressly accepted by the Seller. In any case, the Buyer will have to pay the part of the order/order already carried out prior to the modification/cancellation and all the costs related to the supply incurred by the Seller.

3) PRICES AND PAYMENT CONDITIONS

3.1. The Seller's offers, unless expressed in writing contained in the offer itself, are valid for a maximum of 30 (thirty) days from the date of issue of the offer. Once the deadline has elapsed, the offer will automatically expire.

3.2. Prices are expressed in Euros and must be paid in Euros. Prices are shown net of VAT and Taxes (where due).

3.3 Taxes, duties, shipping, insurance, installation, activation, end-user training, after-sales service are not included in the prices unless quoted separately.

3.4. Payments must be made within the established terms, even in the event of late delivery or total/partial loss of the goods not attributable to the Seller. In the case of deferred payments, failure to pay a single due date entails the payment of the balance of the other due dates pursuant to art. 1186 of the Italian civil code. Cheques, bills of exchange, drafts, bank receipts and bank transfer are considered payments made only upon successful completion of the same.

3.5. In the event of a delay with respect to the agreed payment terms, the Seller will have the right to apply commercial interests pursuant to and by effect of Italian law 231/2002.

3.6. In the event of late payment by the Buyer or high exposure or decrease in credit (risk of insolvency), the Seller will have the right to: i) demand payment in advance or cash on delivery; ii) request suitable guarantees; iii) suspend all or part of the execution of orders



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in progress on the date of default; iv) revoke the agreed payment extensions, thus making all the Buyer's credits immediately payable.

4) DELIVERY

- 4.1. The delivery terms are established at the time of the order confirmation by the Seller, unless expressly agreed in a Supply Contract.
- 4.2. The Seller is not responsible for any delays in delivery in the event of: a) force majeure or extraordinary circumstances, b) shortage of raw materials, b) delay in delivery of goods from suppliers, d) restriction of energy sources; e) delays attributable to the Buyer, in particular for f) failure or late communication of data essential for the execution of the order; g) non-compliance with the payment conditions pursuant to articles 1460 and 1461 of the Italian civil code
- 4.3. Delays attributable to the Seller may give rise to any compensation only in supply contracts where penalties have been expressly agreed, and in any case up to a maximum amount equal to 5% of the value of the supply.
- 4.4. Unless otherwise agreed, in the case of goods with delivery Incoterms: EXW Ex-Works warehouse of the Seller (Arezzo (AR) - Italy) or Freight Collect, the Buyer is required to collect the ordered goods within 10 (ten) working days from notification by the Seller that the goods are ready for collection. The Seller has the right not to accept changes relating to the delivery or collection date by the Buyer. If the collection of the goods ready, even in batches or at a later date than the one agreed, cannot physically be carried out for reasons independent of the Seller, after 20 (twenty) days from the notice sent in writing to the Buyer that the goods are ready, the Seller will have the right to charge the Buyer for storage costs equal to 0.1% of the value of the goods for each working day. In the event of a delay exceeding 30 (thirty) working days from receipt of the notice, the Seller will have the right to unilaterally terminate the contract and to withhold, as compensation, any sums already paid by the Buyer, except for any greater damages that can be compensated.
- 4.5. If the order provides for total or partial payment when the goods are ready, the buyer must pay the balance within 7 (seven) working days of the notification that the goods are ready. The goods can only be collected upon receipt of the entire balance.
- 4.6. The ownership of the goods remains with the Seller and cannot be transferred to the Buyer until the price relating to the goods has been paid in full by the Buyer and correctly received by the Seller. Until ownership is transferred to the Buyer, the Seller retains the authority to sell and/or dispose of all or part of the goods.
- 4.7. In the event of changes to the order, which have been agreed by the parties pursuant to these Conditions of Sale, the delivery term will be automatically extended by the time necessary for the execution of the order as modified.

5) LIABILITY AND REPORTING OF DEFECTS

- 5.1. Unless otherwise agreed in writing between the parties, the goods will be delivered Incoterm EXW (Ex-Works) warehouse of the Seller (Arezzo (AR) - Italy). The Seller, pursuant to art. 1510 paragraph 2 of the Italian Civil Code, is understood to be released from the obligation of delivery with the assignment of the goods to the appointed carrier, therefore the risk relating to transport rests with the Buyer. All risks relating to the products are transferred in charge to the Customer at the supplier's warehouse, before loading operations. In the event of carriage paid, expressly agreed between the parties, it will be the Seller's responsibility to choose a trusted courier.
- 5.2. The Buyer, upon receipt of the goods, is required to verify the quality/quantity with respect to what is indicated in the order.
- 5.3. The Buyer must in any case notify and document in writing within 8 (eight) working days of receipt of the goods the non-conformities found and the defects of the goods which must be made available to the Seller for the purposes of the necessary checks. In the event of hidden defects, the aforementioned term will start from the discovery of the defect, provided that the complaint is made, under penalty of forfeiture, within a maximum of 1 (one) month from delivery. The complaint must indicate all the data necessary to trace the shipment: order number, delivery note, invoice, etc.
- 5.4. The Seller, at its sole discretion and in relation to the condition and type of goods, may: i) supply the missing goods in the event of an error regarding the quantity; ii) repair/replace the faulty goods; iii) grant discounts on future supplies; iv) issue a credit note and order the collection of the goods. Any complaint or dispute beyond the terms expressly indicated in the General Conditions of Sale will not be taken into consideration and the goods will be deemed compliant in every respect.

6) OWNERSHIP RETENTION

- 6.1 All the goods/products object of the sale/supply remain the exclusive property of Apicoltura Francesco Riccucci until full payment of the agreed amount. It is understood that in the event of non-fulfilment by the Customer, all expenses will be sole responsibility of the Customer - none excluded, including both judicial and extrajudicial legal ones - that Apicoltura Francesco Riccucci will have to bear for the recovery of its goods/products wherever they are.

7) SOLVE ET REPETE.

- 7.1 The Buyer cannot raise objections regarding the execution of the contractual service by Apicoltura Francesco Riccucci if he has not fully fulfilled his obligations, concerning in particular the payment for the service, expenses, interest and compensation for damages.

8) DISCLAIMER FROM LIABILITY

- 8.1. Without prejudice to the provisions of mandatory law, the Seller ensures the regularity of the execution of this Contract, but remains exempt from any and all contractual and/or extra-contractual liability for direct and/or indirect damages (both with reference to the "actual damage" and the "loss of profit"), suffered by customers and/or third parties as a result of non-compliance, except in the case of events attributable to Apicoltura Francesco Riccucci for willful misconduct or gross negligence.
- 8.2. The Seller will not be held responsible for improper use or use for purposes other than those for which the product is intended.
- 8.3. The Seller is not liable for any damages indirectly caused by the use of the goods supplied, such as, by way of example but not limited to, damage from profit loss due to interruption of production or commercial activity.

9) TERMINATION CLAUSE

- 9.1. In case of non-payment, total or partial, or of violation of these Conditions Terms of Sale, the Seller will have the right to suspend the supply and the relative guarantees, as well as to immediately terminate the ongoing relationship.
- 9.2. The Relationship between the Parties is also considered terminated ipso iure in the event of: declaration of bankruptcy or



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or other insolvency proceedings provided for by law; as well as in the event of the selling of the company or a branch of the company.

10. PRIVACY

For the purposes of the fulfilments envisaged by the Italian Legislative Decree 30 June 2003, n. 196 "Data protection code personal data", pursuant to article 13 Apicoltura Francesco Riccucci, Data Controller, communicates the following:

10.1. The Buyer's personal data are collected, recorded, sorted, stored and used for the purposes functional to the stipulation and execution of the orders as well as for managerial, statistical, commercial protection and management purposes credit.

10.2. The provision of the aforementioned data is optional but is in any case necessary for the purpose of executing the orders and the maintaining sales relationships.

10.3. Any refusal to provide such data would make it impossible to establish or maintain relationships of a Commercial nature.

10.4. The aforesaid data may be communicated, or the possibility of access may be given, to third-party companies appointed to carry out administrative, financial, fiscal and legal activities or to consultancy companies that Apicoltura Francesco Riccucci may use, Bodies, Associations, Banking institutes with credit protection purposes, to persons in charge of auditing the financial statements and to the Public Authorities or

Administrations for legal compliance. Furthermore, personal data may come to the knowledge of those responsible or appointees appointed by Apicoltura Francesco Riccucci as responsible for the execution of the orders.

10.5. The data controller pursuant to article 29 of the Italian Legislative Decree 196/2003 is Apicoltura Francesco Riccucci (in the person of its lawyer representative).

10.6. The processing is also carried out by computing resources and in any case with the adoption of precautionary security measures and the confidentiality of the data provided for by articles 34 and 35 of the Italian Legislative Decree 196/2003.

10.7. The data are stored at Apicoltura Francesco Riccucci (Loc. Palazzo del Pero, 85 - 52100 Arezzo - Italy), for the time required by applicable regulations.

Finally, Apicoltura Francesco Riccucci recalls that article 7 of the Italian Legislative Decree 196/2003 grants the interested party specific rights, including that of obtaining the confirmation of the existence or otherwise of personal data even if not yet registered, the communication in an intelligible form of the same data, their origin, the purposes and methods of treatment as well as the logic applied in case of treatment carried out with the use of electronic tools. The interested party can also obtain the updating, correction or, if there is interest, integration of data, as well as the cancellation, transformation into anonymous form or blocking of data processed in violation of the law. And also right of the interested party to object, in whole or in part, for legitimate reasons, to the processing of his personal data, even if pertinent for the purpose of the collection.

11) JURISDICTION AND APPLICABLE LAW

11.1 In the event of disputes or disputes relating to the order or the conditions of sale, these must first be resolved through friendly consultation and in full good faith in an attempt to resolve the dispute or controversy.

11.2 If no agreement has been reached within 60 (sixty) days from the presentation of the dispute and/or controversy to be formalized by sending a registered letter with acknowledgment of receipt to the other party, the competent Court will have exclusive jurisdiction over disputes deriving from the interpretation and application of these Conditions is the Court of Arezzo (Italy).

11.3 The law applicable to the contractual relationship is the Italian law.

_____ il _____

For Buyer Acceptance (stamp and signature) _____

Pursuant to and for the purposes of articles. 1341 1342 of the Italian civil code the parties expressly approve the clauses referred to in numbers 1 (**GENERALITIES**), 2 (**ORDER PROCEDURES**), 3 (**PRICES AND PAYMENT CONDITIONS**), 4 (**DELIVERY**), 5 (**LIABILITY AND REPORTING OF DEFECTS**), 6 (**OWNERSHIP RETENTION**), 7 (**SOLVE ET REPETE**), 8 (**DISCLAIMER FROM LIABILITY**), 9 (**TERMINATION CLAUSE**), 10 (**PRIVACY**) and 10 (**JURISDICTION AND APPLICABLE LAW**) of these conditions of sale.

Seller _____

Buyer _____