

The following General Terms of Sale apply to all sales orders for goods and/or products and/or services issued by AromataGroup Srl (as follows 'the Supplier'). Any other terms that differ from the following will not be applied, unless otherwise agreed in writing with AromataGroup Srl. The terms and conditions are expressly approved by the Purchaser in all their parts, unless otherwise communicated within 2 business days by fax or e-mail to the Supplier, after receipt of the order confirmation.

**Parties of the contract**

- "Supplier" means the company AromataGroup Srl, with registered office in Bresso (Milan), Via Carolina Romani 35, with registration number at the Companies Register of Milan n. 137092 and VAT number IT 01563600152. Any changes to the Supplier's company name or registered office will not produce any effect on the validity and effectiveness of these General Terms of Sale.
- "Purchaser" means anyone - enterprise in individual or corporate form - that requests from the Supplier the supply of the Products.

**Scope of application and effectiveness**

- The General Terms of Sale apply to all sales made by the Supplier and regulate all future relationships between the Supplier and the Purchaser, even in absence of an express reference.
- The relationships regulated by these General Terms of Sale concern the sale of all products produced and marketed by the Supplier ("the Products").
- Any change from these General Terms of Sale will not produce effects unless agreed in writing between the Supplier and the Purchaser.
- By accepting the Supplier's Order Confirmation, the Purchaser expressly waives the application of its General Terms of Purchase.
- Any invalidity or ineffectiveness of one or more clauses of these General Terms will not affect the validity, effectiveness or enforceability of the other clauses.

**Delivery terms**

- The indicated delivery terms are understood not to be mandatory and any delays will not legitimate the Purchaser to claim indemnities or compensation of any nature or type.

**Transport**

- The Products - even if they are, based upon specific agreements, sold without transport charges - always travel at the Purchaser's full and exclusive risk.

**Payments**

- Payments must be made to the Supplier's registered office, by the deadlines indicated on the invoice. In the event of payment delays, the Purchaser will automatically be charged with default interests at the rate indicated by Italian law no. 192 dated 09/11/2012 in relation to EU Directive 2011/7/EU231/2002, with effect from the invoice due date.
- Advance or partial payments are always understood to be allocated first to cost recovery, than to interest coverage and, finally to the payment of the goods.
- The Purchaser may not make to the Supplier any complaint, dispute or claim, neither by action nor objection, unless it has duly paid in full all amounts invoiced by the Supplier.

**Minimum order**

- For orders of a total amount less than € 1.000,00 (VAT excluded) (referred to sales outside Italy), an increase on the price list prices of the products may be applied at the Supplier's discretion.

**Stops**

- In case of CIP or DDP delivery terms the waiting time for unloading the Products tolerated by the Supplier is 2 hours. If the Supplier's vehicle has to wait beyond that time, for each extra waiting hour or fraction of hour, the Purchaser will be charged with the amount of € 50,00/hour plus VAT.

**Verifications - Complaints and disputes**

- The Purchaser must control the suitability of the Products upon delivery of the same, and in any case prior to using them.
- This prior assessment constitutes a burden of ordinary diligence for the Purchaser, and in absence of the same, in accordance with Art. 1227 of the Italian Civil Code, no compensation shall in any case be paid by the Supplier.
- The Purchaser loses any right if it fails to report in writing to the Supplier its claim within 8 calendar days from delivery of the products, except as stated in the following point.
- In any case, any defects or deformities (both qualitative and quantitative) of the Products must be reported in writing, prior to the same being unloaded or poured into the Purchaser's packaging or tanks.
- Any hidden defects, objectively not identifiable despite a careful verification of the delivered Products, must be reported, within a period of 10 days from discovering the same and in any case not beyond 90 days from the delivery date. After this period any guarantee automatically ceases.
- In the event of supplies with multiple deliveries, any complaints, even if made promptly, will not exonerate the Purchaser from the obligation to collect or pay for all ordered Products.

#### ***Liability and force majeure***

- Subject to the limit set out in Art. 1229 of the Italian Civil Code, the Supplier is not liable for any direct or indirect damages of any nature (expressly including any production stop) which might result from the supply and use of the Products.
- If Products are supplied that do not comply with the stated characteristics or are different from those ordered, and if the Purchaser has in any case promptly reported in writing the defect or deformity of the Product, the Supplier's liability will be exclusively limited to the replacement of the Product at its expense, or, at its discretion, the return of the Product at its expense and reimbursement of the payment (or part of the payment) if already received.
- The Supplier is in any case exonerated from liability in the case of lack of or incomplete supply due to company and/or general strikes, insurrection, war, natural or nuclear disasters, fires, lack of raw materials and/or energy sources and, more generally, due to any other event or circumstance constituting cases of force majeure. Upon the occurrence of such a circumstance, the Supplier will give written communication thereof to the Purchaser and will be entitled, at its sole discretion, to revoke the acceptance of the order (returning to the Purchaser, in that case, any advance payments without additional interest) or to establish a deadline, not exceeding 60 days, to proceed with the supply.

#### ***Right of withdrawal***

- The Supplier may withdraw from the contract at no cost where events or circumstances occur that alter market stability, money value, the general market conditions of the industries producing the Products and/or the raw materials and procurement conditions.
- The Supplier will also be entitled to withdraw from the contract at no cost where proceedings are made against the Purchaser referring to injunction, enforcement or precautionary proceedings or any insolvency proceedings which are brought forward against the later.

#### ***Privacy***

- The Purchaser declares to be informed on the methods of personal data processing in accordance with Italian Legislative Decree 196/03 and on the rights and obligations deriving from the same; it therefore agrees to the processing of its personal data by AromataGroup Srl in compliance with the provisions of the aforementioned decree.

#### ***Governing rules***

- For anything not expressly provided in this General Terms of Sales, reference is made to the rules of Italian Law and to the Guide to the Standard of Industry Practices of the Province of Milan for the Trade and Production of Flavours and Fragrances in general, approved in the latest version by the Chamber of Commerce Industry Crafts and Agriculture of Milan.

#### ***Court with jurisdiction***

- Any dispute relating to the interpretation, validity, implementation and/or termination of these General Terms of Sale and the individual sales contracts regulated by the Parties is attributed to the exclusive jurisdiction of the Court of Milan, with express exclusion of any alternative forum that may be provided by law.