

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND THE PROVISION OF SERVICES

1. PURPOSE AND SCOPE

1.1 These general terms and conditions of purchase (the "General Conditions") apply to all Contracts for the purchase of goods by Casa del Gelato Srl; they are published on the www.casagelato.it website and are an integral part of any order in which they are expressly referred to. The order processed in compliance with the confirmation received from Casa del Gelato Srl means, even in the absence of signature, the knowledge and acceptance of these general conditions.

1.2 The rules established in the procedures and guidelines that may be prepared by Casa del Gelato Srl will also be applicable to the Contracts for the Purchase of Goods.

1.3 The General Conditions prevail, in any case, over the general conditions that may be prepared by the Supplier.

1.4 Any derogation from the General Conditions will only be valid if specifically approved in writing by Casa del Gelato Srl.

2. DEFINITIONS

2.1 In addition to the terms and expressions defined elsewhere in these General Conditions, terms and expressions with a capital letter shall have the meaning given to them below. Terms and expressions defined in the plural are also defined in the singular and vice versa.

2.2 "General Conditions" has the meaning given to this term in Article 1.1.

2.3 "Contracts for the Purchase of Goods" means all contracts for the purchase of goods by Casa del Gelato Srl entered in accordance with these General Conditions.

2.5 "Force Majeure Event" has the meaning given to this term in Article 11.

2.6 "Purchaser" means Casa del Gelato Srl, with registered office in Via Maestri del Lavoro 56, 41053 Pozza di Maranello, Modena, Tax Code, VAT number and registration number with the Register of Companies of Modena 01515040366.

2.7 "Supplier" means any supplier of goods or service provider.

2.8 "Forecast Planning Volume (FPV)" means the requirement for a specific good and/or a certain raw material, forecast by Casa del Gelato Srl based on its customers' purchase forecasts.

2.9 "Applicable Rule" means any provision of law, regulatory or administrative provision, order, decree or judicial order currently in force or the future application of which is foreseeable in the countries in which the Buyer's products are marketed, at the time of delivery to the Buyer of a particular product covered by a Contract, to the extent that the Supplier is or should have been aware of them by exercising ordinary diligence.

2.10 "Open Order" means an order to the Supplier relating to the terms and conditions applicable to any future Closed Orders.

2.11 "Closed Order" means an order to the Supplier for the purchase of a specified quantity of goods, on the terms and conditions set out therein, or in the corresponding Open Order.

2.12 "Semi-Finished Products" means semi-finished products other than raw materials.

2.13 "Technical Specifications" means the recipes, compositions, ingredients, standards, procedures and any other specific provisions indicated to the Supplier from time to time.

3. SUPPLIER'S REPRESENTATIONS AND WARRANTIES

3.1 The Supplier represents and warrants:

- to be aware that the Buyer is involved in the development, production and marketing of artisanal ice cream, sorbets and desserts;
- to be aware that the current organization of the food industry requires the use of integrated organizational models, high quality standards and a high level of cooperation between suppliers and their customers;
- to be aware that the Buyer pursues the primary purpose of ensuring that the products reach high levels of quality, reliability, technical updating, sustainability and competitiveness;
- to be able to contribute, thanks to its financial and technical organization, to the achievement of this objective.

3.2 The representations and warranties pursuant to this Article 3 constitute an essential prerequisite for the establishment of the supply relationship with the Supplier.

4. PURCHASE ORDER

4.1 The Contract shall be concluded upon receipt by the Buyer of the Supplier's written acceptance of a Closed Order and/or an Open Order, or upon the Supplier's execution of the same Closed Order and/or Open Order.

4.2 The execution by the Supplier of a Closed and/or Open Order implies, in any case, the unconditional acceptance of these General Terms and Conditions and any Technical Specifications prepared by the Buyer.

4.3 Any derogation from the provisions of a Closed and/or Open Order will only be valid if specifically approved in writing by Casa del Gelato Srl.

4.4 In the event of non-acceptance by the Supplier of a Closed and/or Open Order within 5 days of its receipt, the Buyer shall have the right to cancel the Order and contact another Supplier.

5. FORECAST PLANNING VOLUME (FPV)

The Buyer shall have the right to submit to the Supplier a Forecast Planning Volume (FPV); it is in no way binding on the parties and may be used by the Supplier for production planning purposes only.

Therefore, the Supplier is not authorized to enter obligations in the event of the issue by Casa del Gelato of a Forecast Planning Volume (FPV).

6. DELIVERY OF GOODS

6.1 The goods must be delivered by and at the expense of the Supplier, delivered DELIVERED DUTY PAID (DDP Incoterms® 2020), to the headquarters of Casa del Gelato Srl in Via Maestri del lavoro 56, 41053 Maranello (MO) or where otherwise indicated by the latter.

6.2 Notwithstanding the provisions of Article 1510, paragraph 2, of the Italian Civil Code, the Supplier is not released from the obligation to deliver the goods to the carrier or the shipper.

6.3 Advance or partial deliveries and/or provision of services are not permitted, except with the express written consent of the Buyer.

6.4 The Buyer shall be entitled to return to the Supplier, at the cost, expense and risk of the Supplier, any goods delivered before the delivery date, or to charge the Supplier for the relevant storage costs and any other costs or expenses arising from or in any way connected with the delivery of the goods before the delivery date; Casa del Gelato Srl shall also be entitled to offset the aforementioned costs or expenses with the payments still due to the Supplier. In any case, the terms of payment of the consideration will start from the date of delivery originally agreed.

6.5 The Supplier represents and warrants that the quantities of goods delivered will correspond to the quantities ordered through the Closed Order. In the event of delivery more than the quantity ordered, the Buyer shall be entitled, alternatively, to:

- accept the quantities delivered despite the differences;
- send back to the Supplier, at the cost, expense and risk of the same, the goods delivered in excess.

6.6 The same rule shall apply to goods not requested or delivered in the absence of a regular order.

6.7 The delivery dates indicated in the Closed Orders are essential in the interest of the Buyer, who, in any case, shall be entitled, upon simple written notice to the Supplier, to change the delivery dates indicated.

6.8 In the event that it is possible to foresee a delay in the delivery of the goods, the Supplier shall promptly inform the Buyer of the reasons for the delay and of the new date scheduled for delivery, without prejudice to any right to compensation for damages for the delay pursuant to the law and these General Conditions.

6.9 In the event of a delay in delivery that is not due to a Force Majeure Event, the Buyer reserves the right to terminate the contract by law pursuant to and for the purposes of Article 1457 of the Italian Civil Code, without prejudice to the Buyer's right to compensation for damages.

6.10 In this case, the Supplier shall be required to pay a penalty pursuant to Article 1382 of the Italian Civil Code for each day of delay with respect to the

originally agreed delivery date, equal to 1% (one percent) of the value of the relevant Closed Order, without prejudice in any case to compensation for any greater damage. Without prejudice, however, to the right to terminate the Contract pursuant to Article 15 below. The Buyer shall be entitled to offset, in whole or in part, the amount of the penalty against the payments still due to the Supplier.

6.11 Title to the goods and the risk thereof shall be transferred to the Buyer at the time of delivery or to a representative of the same, at the place of delivery indicated above.

6.12 The unconditional receipt of the goods does not constitute final acceptance of the same. The Supplier, at the same time, shall provide the Buyer with all documentation necessary and sufficient for the regular use and marketing of the goods, including, but not limited to, the relevant information required to ensure compliance with applicable laws, with import/export rules, requirements and obligations. The Supplier undertakes to ensure that such documentation is complete and correct and provided at the appropriate time.

7. PACKAGING AND SHIPPING

7.1 The Supplier shall supply the goods with appropriate packaging, considering the nature of the goods, in accordance with the best industry standards, and with the appropriate markings, in accordance with the Applicable Standards.

7.2 The Supplier shall take all necessary measures to protect the goods from bad weather, tampering, deterioration, accidents of loading, unloading, transport, storage conditions (...)

7.3 The Supplier shall place appropriate markings on the packaging of goods that require special packaging or the need to take special precautions during unloading. The Supplier shall also advise the Buyer of the need to take such precautions.

7.4 In the event that the Supplier is required to provide special packaging, it shall comply with all the instructions provided by the Buyer.

7.5 The Supplier shall be liable for all expenses incurred and/or damages incurred because of packaging or shipping irregularities.

8. INSPECTIONS

8.1 The Supplier will allow personnel appointed by Casa del Gelato Srl to access its premises and carry out inspections to verify the regular performance of the supply provided for in a Contract.

8.2 The Supplier will provide all necessary cooperation in the inspections and will provide any information and/or assistance.

8.3 Any inspection by the Purchaser of Semi-Finished Products at any time during production shall not be deemed to be acceptance of the Semi-Finished Products.

8.4 Semi-finished Products must be carefully checked and certified by the Supplier prior to shipment.

9. QUALITY

9.1 The Supplier warrants that the goods are:

- compliant with the provisions of the Contract and/or the Open Order and/or the Closed Order;
- compliant with the technical data sheets approved by the Buyer;
- produced in accordance with Applicable Standards, including environmental, health and safety regulations, as well as labor laws;
- free from defects of any nature and/or kind that diminish their quality, value, safe marketing, or make them unsuitable, even partially, for the use for which they are intended.

9.2 The Supplier shall immediately notify the Buyer, providing all the relevant details, if it becomes aware of the existence, or potential existence, of:

- discrepancies in Products already delivered to the Buyer;
- errors or omissions in the information provided relating to the goods.

The Buyer may, at its own discretion, and at the expense of the Supplier:

- recall any Product in which the goods have already been incorporated and sold by the Buyer to its customers (with possible refund, credit or replacement, which will in each case be made by the Supplier at the Buyer's discretion);
- to give notice, in writing or otherwise, to its customers about how to use any Products in which the goods have already been incorporated and sold; in any case where, on the basis of the identification by the Buyer, its customers or any third party, of any defect in the relevant Products, the Buyer reasonably believes that such defectiveness affects, or may affect, any Product supplied, implying a risk, even potential, of death or damage to the health of persons.

9.3 In the event that the goods prove to be non-compliant and/or defective, the Buyer shall have the right to:

- request the replacement of non-compliant goods and, in this case, the goods will be: (i) returned to the Supplier at the cost, expense and risk of the same Supplier; (ii) immediately replaced with other compliant goods; and (iii) returned at the Supplier's cost, expense and risk to Casa del Gelato Srl's premises or as otherwise indicated by the latter;
- terminate the Contract pursuant to Article 14 below, without prejudice to compensation for damages.

9.4 In the event that the goods prove to be only partially non-compliant, the Buyer shall have the right to terminate the Contract also with reference to the compliant goods.

9.5 The Supplier declares and guarantees that it has obtained all necessary certifications, licenses, authorizations and permits to produce the goods.

The Supplier undertakes, in any case, to indemnify and hold harmless Casa del Gelato Srl from any action, claim, harassment or disturbance, as well as from damages, costs and expenses relating thereto (including costs of defense, payments and legal fees) resulting from the breach of this warranty.

9.7 The Supplier guarantees that all personnel employed in the execution of the Contract are, and will be, in compliance with current labour law, accident prevention, social security and health and safety legislation in the workplace, and that they will be classified and remunerated according to the terms established by the employment contract in force from time to time, stipulated with the trade unions, both at national level and – possibly – in a supplementary context.

10. LIABILITY AND DAMAGES

10.1 The Supplier undertakes to indemnify and hold harmless Casa del Gelato Srl from any damage, action, claim, harassment or disturbance, as well as from damages, costs and expenses related thereto (including defense costs, payments and legal fees) deriving from the supply of goods that do not comply with the Applicable Standards, including environmental, health and safety regulations, as well as labor laws.

10.2 The Buyer shall be required to promptly inform the Supplier of any request, dispute, question or proceeding and may, in relation to the same, take any appropriate extrajudicial and judicial action in any competent forum, including the summoning of the Supplier in any proceedings initiated by third parties.

10.3 The Supplier warrants that (i) the production and supply of the Goods under the Contract does not infringe any rights of any third party, (ii) the goods have been produced with know-how owned by the Supplier, or that the Supplier was entitled to use on the basis of a valid and effective title, and (iii) no third party claims have been made in relation to the goods covered by the Contract. The Supplier undertakes to indemnify and hold harmless Casa del Gelato Srl from any damage, action, claim, harassment or disturbance, as well as from damages, costs and expenses related thereto (including defense costs, payments and legal fees) resulting from the breach of the guarantees referred to in this article.

11. FORCE MAJEURE

11.1 A party's failure to fulfil its obligations under the Agreement shall not be attributable to that party if caused by a Force Majeure Event.

Force majeure is defined as any event attributable to circumstances beyond the reasonable control of the Party, including but not limited to natural disasters, measures of public authority, fire, earthquake, flood or other natural disasters, epidemics, pandemics, embargoes, insurrections, riots and other civil disturbances, war, legal or

governmental provisions, strikes, shortages of necessary supplies and/or lack of availability of means of transport or other contingencies, scarcity and/or difficulties in the supply of raw materials.

11.2 In the event of a Force Majeure Event affecting the Supplier, the Supplier is obliged to notify the Buyer in writing of the occurrence of the Force Majeure Event within 24 hours of the start of the Event and to perform its performance as soon as possible.

11.3 In the event of a Force Majeure Event lasting for a period of more than 30 days, the Buyer has the right to terminate the Contract.

12. COMPENSATION

12.1 The compensation for the goods is indicated in the Closed Order and/or in the Open Order or resulting from the price lists indicated.

12.2 The fees for the goods are fixed and invariable for the entire duration of the Contract, as well as net of VAT. The fees may be modified only with the express written approval of the Buyer.

12.3 In any case, at the request of Casa del Gelato Srl, the Supplier will be required to provide details of the costs for each good supplied and service provided in execution of the relevant Contract.

12.4 Unless expressly and otherwise specified in the relevant Closed Order and/or Open Order, the costs of packaging, transport, shipping, insurance and delivery, as well as any indirect tax charges that may concern the supply, are borne by the Supplier.

13. INVOICING AND PAYMENT

13.1 Unless otherwise agreed, the compensation for the goods will be paid with RIBA 60 days at the end of the month.

13.2 Invoices must be made out to and sent in original as indicated in the Closed Order and/or in the Open Order.

13.3 In addition to the information required by law, each invoice must punctually show:

- a) date and number of the Order to which it refers, as well as the number of the packing list;
- b) fees and any applicable VAT, except in cases where exemption from such tax is contemplated under current tax laws; in these cases a substitute written declaration must be sent to casadelgelato@legamail.it with the details of the relevant P.I. and C.F.;
- c) bank details of the account to which the transfer is to be credited;
- d) date and number of the Transport Document (DDT).

In the event of failure to provide any of the above elements, invoices may be returned to the Supplier for completion and payment will remain suspended until receipt of a duly completed invoice.

13.4 The Supplier shall keep complete and accurate records of the goods supplied and services provided in execution of an Order, including those relating to goods to be invoiced and payments already made,

in accordance with generally applied accounting principles and shall retain them, in accordance with the Applicable Regulations, for a period of 10 (ten) years from the last payment.

13.5 The Supplier shall provide all documentation and other information regarding the goods supplied and services provided in execution of an Order that may be reasonably required to verify their accuracy and compliance with the relevant Order.

14. TERMINATION

14.1 In addition to the other cases written in these General Terms and Conditions and without prejudice to the right of Casa del Gelato Srl to claim compensation for damages, it shall have the right to terminate the Contract pursuant to the provisions of Article 1456 of the Italian Civil Code in the following cases:

- non-compliance by the Supplier of the obligations provided for in articles 3, 6, 9, 11, 17 and 23.1.
- in the event of a change of control of the Supplier.

14.2 Without prejudice to the foregoing, the Buyer shall have the right to terminate the Contract subject to a notice to comply pursuant to Article 1454 of the Italian Civil Code, with the assignment of a term to perform not less than 15 days, in any other case of non-compliance by the Supplier with its obligations under the Contract, which the Supplier has not remedied within the indicated term.

15. WITHDRAWAL

15.1 Casa del Gelato Srl shall have the right to withdraw from the Contract pursuant to Article 1373 of the Italian Civil Code at any time and at its sole discretion, giving written notice to the Supplier at least 30 days before the effective date of the withdrawal.

15.2 The Buyer shall also have the right to withdraw from the Contract with immediate effect if the Supplier is declared bankrupt or initiates (or is activated) a procedure for voluntary liquidation or extinction of the Supplier's company or is admitted to insolvency proceedings or enters into any agreement or arrangement with its creditors.

15.3 In the event of withdrawal, the Supplier will only be paid compensation due for the goods supplied on the date of withdrawal.

15.4 In the event of termination of this Agreement for any reason, the Supplier shall cooperate with the Buyer to transfer the business to other suppliers. Such assistance will include, without limitation, the provision of a reasonable stock of goods capable of covering the needs for the period between the date of termination of the Contract and the commencement of production at a third-party facility.

16. RECIPES

Any recipes and preparations communicated to the Supplier to produce the goods, making use of the

intellectual property and/or know-how of Casa del Gelato Srl remain the exclusive property of the latter. The Supplier shall be liable for any loss, theft, destruction or tampering with such information. The Supplier shall therefore i) keep and use information with the utmost care and diligence and solely for the production of the goods, ii) refrain from transferring or disclosing the information received to third parties not specifically authorized to do so by Casa del Gelato Srl, iii) upon termination, for any reason, of the contract, immediately return to the Buyer, in any case no later than eight (8) days from the request, any recipe, information, drawing, project.

17. CONFIDENTIALITY

17.1 The Supplier undertakes, on its own behalf and on behalf of its managers, directors, employees, collaborators or consultants to whom the documents and information have been communicated, to keep strictly confidential the documents and information relating to the intellectual property, technical and commercial know-how owned by Casa del Gelato Srl in relation to the Semi-finished Products, the goods supplied in execution of an order, not disclosing them to third parties and making sure that they are not used for purposes other than the performance of the contract.

Violation of this provision may result in the termination of the contract pursuant to Article 1456 of the Italian Civil Code by the Buyer.

17.2 The confidentiality commitment referred to in this article will last for 5 years after the conclusion of the contract.

18. ADVERTISING AND PROMOTION

The Supplier may not, without the prior written consent of Casa del Gelato Srl, use the trademark, logo and/or trade name of Casa del Gelato Srl in its advertising or promotional material.

19. INSURANCE

The Supplier shall enter and maintain in force at its own expense for the duration of the contract and for a further period of 2 years from the date of delivery of the goods a product liability insurance policy, in an appropriate amount capable of covering all possible claims, actions and legal proceedings relating to or arising from the supply of the defective goods.

The Supplier shall deliver a copy of the certificate of such insurance policy upon written request of the Buyer.

20. CHANGES

20.1 The Supplier may not modify or make changes to the Semi-finished Products and in general to the goods supplied in execution of a Contract or to the related production processes and materials without the prior written consent of Casa del Gelato Srl. In

case of semi-finished products and food preparations, the Supplier is required to communicate the intention to proceed with changes to the goods with a minimum notice of ten (10) months.

21. ASSIGNMENT

21.1 The Supplier may not assign or transfer, in whole or in part, the rights, credits and obligations arising from the performance of a Contract without the prior written consent of the Buyer.

22. MISCELLANEOUS

22.1 If any of the provisions of the General Terms and Conditions is or becomes invalid or unenforceable pursuant to applicable rules, decisions or awards made by arbitration or competent judicial authorities, the remaining provisions will remain valid and effective, and the parties agree to modify it to the extent necessary to ensure compliance with such provision or decision.

22.2 The failure or delay by Casa del Gelato Srl or the Supplier to exercise any right or remedy provided for in the General Conditions or by law shall not constitute a waiver of the same or any other right or remedy, nor shall it prejudice the future exercise of the same or any other right or remedy. The partial exercise of such right or remedy shall not preclude any further exercise of the same or the exercise of any other right or remedy. The waiver of any right or remedy under these Terms and Conditions or by law shall be effective and valid only if made in writing.

23. PROTECTION OF PERSONAL DATA

23.1 For the purposes of executing the Contract, the parties mutually undertake to comply with all obligations provided for by the General Regulation (EU) 2016/679 concerning the "protection of natural persons with regard to the processing of personal data and the free movement of such data" (hereinafter "GDPR"), as well as, within the limits of its applicability, to Italian Legislative Decree 196/2003 ("Privacy Code") and to the provisions of the Guarantor Authority for the protection of personal data.

23.2 By accepting this Contract, the parties, to the extent of their respective competences, acknowledge that their own personal data and/or those of their employees and/or collaborators, involved in the execution of the Contract, may be communicated to the other party and processed by the latter as an independent Data Controller for purposes strictly functional to the establishment and execution of the Contract.

23.3 The Supplier acknowledges that its personal data and/or that of its employees and/or collaborators, involved in the activities referred to in the Contract, will be processed by Casa del Gelato Srl in its capacity as independent Data Controller for the purposes and in the manner indicated in the Information Notice "Suppliers, consultants and

agents", provided pursuant to Articles 13 and 14 of the GDPR, which the Supplier undertakes to bring to the attention of its employees and/or collaborators.

23.4 Without prejudice to the above, taking into account the content and type of services covered by the Contract and where the performance of the same involves the processing by the Supplier of personal data of which the Buyer is the data controller and to be carried out on behalf of the latter, the Supplier undertakes to accept the qualification of "Data Processor" pursuant to Article 28 of the GDPR, where required to do so, on the basis of the model contract for designation as data processor.

24. COMMUNICATIONS

24.1 Any communication or notification, including of a judicial nature, relating to each Contract or to these General Conditions shall be duly and validly given to Casa del Gelato Srl at the PEC address: casadelgelato@legamail.it to the attention of the Purchasing Department, or to the different address, telephone, certified e-mail and/or fax that the Buyer will have provided by written communication by fax or electronically.

25. APPLICABLE LAW AND JURISDICTION

25.1 These General Terms and Conditions and the individual orders are governed by Italian law and the Italian Civil Code.

25.2 Any dispute on the interpretation, execution and validity of these General Conditions and the Contracts shall be subject to the exclusive Jurisdiction of the Court of Modena.