

## GENERAL CONDITIONS OF SALE

This deed regulates the general conditions of sale of the products of the companies belonging to the network of companies N(AO)S.

### PREMISE

The parties mutually agree:

a) N(AO)S is a network of contracted companies. The network contract is an innovative institution in our production system, a model of collaboration between companies and professionals that allows, while maintaining its independence, autonomy and specialties, to realize shared projects and objectives, increasing the innovative capacity and competitiveness on the market . Revenues from sales made by the network of N (AO) S companies wholly distributed among the members of the network of companies that have intervened directly or indirectly in the production process.

b) that the present contract is stipulated between the network of enterprises N (AOS) based in BATTIPAGLIA (SA) to VIA G. GONZAGA 83 below, for the sake of brevity "N(AO)S" and the purchaser of products made by companies belonging to the network, hereinafter referred to as "customer" for the sake of brevity;

c) the N(AO)S network is not a distributor, but connects consumers with farmers, breeders and artisan producers belonging to the same network of companies.

The N(AO)S business network is a group of companies and professionals that has decided to actively accept the priority challenge of our millennium, ie the search for a model of development that is able to conserve the planet's resources and at the same time time guarantee a better quality of life for its inhabitants. N(AO)S has therefore adopted an Organizational Management and Control Model and a Code of Ethics. All the parties involved in various ways, from production to marketing, customers, partners, consultants, suppliers, etc ... [and consequently the products made for or with the network of enterprises N(AO)S], are required, to the observance the rules and behaviors defined in the aforementioned Code.

d) With the signature / acceptance of the contractual documents the interested parties accept this restriction. The Code of Ethics, the regulation and the Organizational Model can be consulted on the company network's website.

e) All commercial relationships between the network of companies N (AO) S and Customers are governed exclusively by the following General Conditions of Sale, unless expressly waived by special conditions agreed in writing with the network of companies N(AO)S .

f) Any contrary or repeated and tolerated practices that should be followed for certain businesses or customers, can not in any case derogate, limit or exclude the application of these General Conditions of Sale and will not involve any waiver by the network of companies N(AO)S to assert any right, under the same conditions, sanctioned in his favor.

g) These General Conditions, as well as any special conditions, are accepted by the Customer even if they differ from the general or particular purchase conditions of the Customer. The latter will engage the network of enterprises N (AO) S only if they are expressly accepted with written acceptance.

So premised and deemed, so as to constitute an integral and unavoidable part of these General Conditions of Sale, in relation to the sale in the attached order which, together with the premises, is an integral and unavoidable part of this act, between the parties previously established

It is stipulated and agreed

ART. 1- These Conditions apply to all contracts for the sale of Products and / or the provision of Services by the network of companies N (AO) S to its Customers.

These Terms may be waived only with prior agreement resulting from a written document.

ART. 2-With the wording of the Purchase Order, the Customer expressly declares to be in possession of the powers and powers required by law to validly contract the obligation deriving from the purchase order made and acknowledges that the information acquired at the time of the ordering are up to date, accurate and sufficient for order fulfillment.

All orders for Products and / or Services constitute an offer to purchase such Products and / or Services by the Customer and are governed by these Conditions. The customer's purchase orders are perfected and become binding only with the issue of "N(AO)S" of the Order Confirmation to the Customer.

The N (AO) S business network, once the purchase offer has been accepted, will transmit the Order Confirmation to the Customer by e-mail to the e-mail address contained in the purchase order. This confirmation will include Date and Time of execution of the order and a 'Customer Order Number', to be used in any further communication with the network of companies N (AO) S.

It is the responsibility of the Customer to communicate, within 24 hours from receipt of the Order Confirmation, by mail or P.E.C., to the network of companies N(AO)S any errors or discrepancies found with respect to the offer to purchase. Once this term has expired, the N (AO) S business network will process the purchase order on the basis of the Order Confirmation, which will therefore be binding.

ART. 3- The image depicting the Products indicated in the N(AO)S business network, together with the descriptive sheet of the single product, is merely indicative and may differ in color, size and accessories. All information to support the purchase are intended as simple general information material.

ART. 4- The prices of the goods are presented on paper promotional material and on the website. The duration of promotions and offers is reported in correspondence with the product or the offer to which it refers, as well as the prices applied.

The Price of Products and Services, taxes, transport, insurance and installation costs to be paid by the Customer to the N(AO) S business network will be indicated in the Order Confirmation and on the invoice (s). Changes in exchange rates, taxes, insurance, transport and purchase costs (including prices for components and services) may result in price adjustments by the N (AO) S business network.

The place of fulfillment for the payment is fixed at the headquarters of the business network N(AO)S.

Payment must be made prior to delivery of the Product or the provision of the Service or, if so agreed, within the terms indicated in the Order Confirmation, without further communication from the network of companies N(AO)S. The same may suspend delivery and supply until payment is made.

In case of delay in payment, the Customer must pay, without notice or formal notice, a default interest, calculated using the rate identified as Euribor 3 Months divider 365, as published by "Il Sole 24 Ore" , from time to time in force, with the increase of nine points, from the maturity date of the obligation to that of the actual balance. If the result of this calculation is greater than the maximum rate required by law, this will automatically be reduced to the maximum rate envisaged.

ART.5- The ownership of the Products is transferred to the Customer only upon complete payment of the Purchase Price. Until that moment, the Customer must assure and keep the Products separately and can not modify them, establish liens on them or sell them.

The risk for the loss and / or deterioration of the Products is transferred to the Customer or his representatives at the time of delivery.

In case of violation of these Contractual Conditions by the Customer, the network of companies N(AO)S may be in possession of the Products at any time before the ownership of the same is transferred to the Customer.

ART. 6- The N(AO)S business network accepts orders from across the EU and from many non-EU countries. For non-EU shipments, the Network is entitled to charge the Customer with additional charges upon delivery.

For each order placed, an e-mail will be sent to the holder of the order, a single invoice from a mandator, part of the network or external to the network itself, clearly and unequivocally identified at the top right of the order form. In any case, the N(AO)S business network is allowed to send multiple invoices, for a total amount equivalent to the total amount ordered, issued directly by the

individual members of the network. The invoice will be issued on the basis of the information provided by the Customer when ordering.

Delivery costs are charged to the Customer and are explicitly highlighted at the time the order is placed. The payment of the goods by the Customer will be performed using the method indicated on the order.

Delivery is made ex works, or at the place of fulfillment indicated in the Order Confirmation.

The shipment and transport are therefore at the expense and at the risk of the customer. If the customer does not take delivery of the supply, he is in default, as the delivery by the network of companies N(AO)S is to be considered carried out. In this case the N(AO)S business network can store the goods at the customer's expense. The resulting deposit and custody costs must be repaid immediately upon request of the N(AO)S business network.

No responsibility can be attributed to the network of companies N (AO) S in case of delay in the order or delivery of the order.

The place of delivery is the one indicated in the Order Confirmation and on the invoice. No responsibility can be attributed to the network in terms of timeliness on the part of the carrier.

For practical reasons, related to the different location in the territory of the manufacturing companies or the peculiarity of the products ordered, delivery may be split over time.

Unless explicitly indicated by the Customer Service of the network of enterprises N(AO)S, the delivery means the ground floor facing the road. At the time of delivery of the goods by the courier, the Customer is required to check that:

- the number of packages delivered corresponds to what is indicated in the transport document in advance via e-mail;
- the packaging is intact, undamaged, wet or otherwise altered, even in the sealing materials (adhesive tape or metal straps).

Any damage to the packaging and / or the Product, or the mismatch in the number of packages or indications, must be immediately noted, through Acceptance with Reserve, on the courier delivery document. The unqualified signing of the courier's delivery document will preclude the Customer from raising any objections to the external characteristics of what has been withdrawn.

Any problems related to the physical integrity, correspondence or completeness of the Products received must be reported within 8 (eight) days of delivery, according to the procedures set forth in this document.

In order to guarantee a proper functioning of the delivery system, it is advisable that, at the address indicated for delivery, someone is present during office hours who can collect the Product.

ART- 7- The network of companies N(AO)S guarantees that the goods correspond to the agreed specifications and legal requirements valid in the European Union for the goods themselves. The N(AO)S business network guarantees that the goods can be sold within the European Union.

The N (AO) S business network assumes no responsibility for defects and / or faults due to incorrect stowage, storage, use or transport of the products supplied.

It is a specific obligation of the customer to immediately provide, at the time of delivery, the correct storage, use and transport of the goods supplied. The Customer will do the same by storing the products supplied in clean, dry rooms with a temperature not higher than a normal room temperature, unless otherwise indicated on the product or in the catalog or in the sales documents. The supplied goods, naturally, can not remain stored outdoors.

Upon taking delivery, the customer must check the goods with due diligence and care, and report any defects in writing within eight days, attaching a sample of the disputed goods or other proofs (for example, a digital photo). of forfeiture of the right to claim.

The customer is also required to allow access by personnel indicated by the Network in order to inspect and verify the validity of any disputes.

In the event that the dispute is well founded, the N(AO)S business network will, at its own expense, replace the defective product, or supply another of superior quality, or grant a price

reduction or withdraw the disputed product by releasing the customer a purchase voucher of equivalent value.

The duration of the warranty corresponds to the expiry date of the goods and begins when the goods are offered to the customer.

The return of disputed goods, unless previously authorized by the network of companies N(AO)S, will not have any legal effect, *tamquam non esset*.

The dispatch of goods subject to complaint is always at the customer's expense and risk.

If the sending is made without prior approval, the network of companies N (AO)S has the right to refuse to collect the goods and send them back to the sender at the customer's expense.

Samples may deviate from supply for quality and packaging.

ART. 8- The business network N(AO)S will not be responsible for the delay in the performance of its obligations (including delivery or service) if such delay is caused by circumstances beyond its reasonable control and will be entitled to enjoy of a temporal extension for fulfillment. By way of example only, non-exhaustive events include force majeure events, strikes, terrorist actions, war, supply / transport / manufacturing problems, exchange rate fluctuations, government or regulatory actions, natural disasters. If the event of force majeure persists for a period of more than 2 months, each Party will have the right to withdraw from the Contract, without any compensation being due to the other party.

ART.9 - Pursuant to Article 13 of Legislative Decree. n.196 / 2003, the following information is provided:

-) all the data communicated by the interested parties are processed exclusively for fulfilments related to the services provided according to the activity performed and in particular: for the insertion in the personal databases of the company information databases; for the elaboration of internal statistics; for the keeping of ordinary accounting and VAT; for the management of receipts and payments; to meet the obligations provided for by law, regulations, community legislation, civil and tax laws.

-) the processing will be carried out with manual and automated systems designed to store, manage and transmit the data, with logic strictly related to the purposes themselves, based on the data held by the network of companies N (AO) S and with the commitment on the part of the Customer to promptly communicate any corrections, additions and / or updates.

-) within the described treatments it is necessary to know and memorize information regarding personal data, tax code, VAT number and accounting data. Any non-communication, or otherwise incorrect, of one of the information indicated has the following consequences: the impossibility of the holder to guarantee the adequacy of the treatment itself to the contractual agreements for which it is performed; the possible mismatch of the treatment results to the obligations imposed by the fiscal, administrative or labor regulations to which it is addressed.

At any time the Customer can exercise his rights towards the data controller, in accordance with Article 7 of Legislative Decree 196/2003. 8

The personal data delivered by the Customer to the network of companies N(AO)S must be kept and processed in accordance with applicable laws and in accordance with the Privacy Policy of the network of enterprises N(AO)S. In addition to the information available on the company website, the Customer hereby acknowledges and agrees that the N(AO)S business network may share and transfer such personal data to companies located outside the European Economic Area (EEA) ), in which case the network of enterprises N(AO)S will take the necessary measures to protect personal data. By signing this Agreement, the Customer expresses his consent to the processing of his personal data in accordance with the foregoing.

ART. 10- Pursuant to Article 1456 of the Civil Code, the N(AO)S business network may terminate the Contract by giving written notice if the Client:

- It proves to be in default of payment of the supplied product;
- Violates network regulation, code of ethics or competition rules.

Each party may terminate the Contract if the other party:



- Commits a substantial or persistent breach of this Contract and does not remedy it within 30 days of receipt from the non-defaulting part of a written notice to fulfill;
- Becomes insolvent under Article 1353 of the Civil Code, or is subject to insolvency proceedings or is placed in liquidation.

The articles of these Conditions will continue to be binding on the parties and their legitimate heirs and assignees.

The Customer may terminate the Contract, as provided for in paragraph 2 of this article, giving the network of companies N(AO)S a communication to that effect within 8 (eight) working days from the date of receipt of the goods. The communication must be sent by PEC or sent in hard copy via registered letter to the following address: Network of enterprises N(AO)S via G. Gonzaga 83 84091 Battipaglia (SA).

Once the above-mentioned Resolution communication is received at the N(AO)S business network, the Customer Service of the N(AO)S business network will inform the Customer within 48 hours of instructions on how to return the goods to be received. to the N(AO)S business network within 14 days of the authorization.

However, the Contract Resolution is subject to the following conditions:

- The right applies to the product purchased in its entirety: it is not possible to exercise this right only on part of the product purchased (eg: accessories, attachments, etc.);
- The right does not apply to sealed products (including those attached) once opened;
- The purchased product must be intact and returned in its original packaging, complete in all its parts (including packaging and any documentation and accessory equipment).
- The shipping costs related to the return of the Product are charged to the Customer;
- The shipment, until the certificate of receipt in the warehouse of the company network N(AO)S, is under the full responsibility of the Customer;
- In case of damage to the Products during transport, the network of companies N(AO)S will inform the Customer of the event (within 5 working days from receipt of the Products in their warehouses), to allow him to promptly report to the courier chosen by him and obtain a refund of the value of the Product (if insured); in this case, the Product will be made available to the Customer for his return, simultaneously canceling the request for withdrawal;
- the N(AO)S business network is not responsible in any way for damage or theft / loss of goods returned by uninsured shipments;
- Upon arrival at the warehouse, the Product will be examined to assess any damage or tampering not caused by transport. If the packaging and / or the original packaging are damaged, the N(AO)S business network will deduct from the refund due a percentage of the contribution to the restoration costs;
- Without prejudice to any restoration costs for damages ascertained to the original packaging, the N (AO) S business network will reimburse to the Customer the full amount already paid, within 30 days from the return of the goods, through a transfer of the amount charged, by bank transfer. In the latter case, it will be the Customer's responsibility to promptly provide the bank details on which to obtain the reimbursement (IBAN) or other useful data for this purpose;
- The Customer loses the right to request the Resolution where the essential condition of integrity of the Product (packaging and / or its content) is lacking, in cases where the network of enterprises N(AO)S ascertains the following situations:
  - ☐ Lack of external packaging and / or original internal packaging;
  - ☐ Absence of integral elements of the product;
  - ☐ Damage to the product for reasons other than transport.

ART.11 - By placing an order in the various ways provided, the Customer declares to have read all the information provided to him during the purchase procedure and to fully accept the General Conditions and payment described.

If the Customer is a Consumer, once the purchase procedure is complete, he will print or save an electronic copy and otherwise keep these Conditions, in compliance with the provisions of the Consumer Code Decree 205/2006 as amended by Legislative Decree 21 / 2014 on distance sales.

Any right of the Customer to compensation for damages or compensation is excluded, as well as any contractual or extra-contractual liability for direct or indirect damage to persons and / or property, caused by the non-acceptance, even partial, of an order.

ART. 12- These Conditions will be governed by Italian law. In express exemption to the rules set out in Articles 18 and following of the Code of Civil Procedure, it is understood that for any dispute that arises in dependence of this contract will be competent, in an exclusive way, the Court of Salerno.

If the illegitimacy, invalidity or ineffectiveness of one of the general conditions contemplated by the present deed is judicially established, this will not entail the invalidity or ineffectiveness of the other provisions. All communications must be made in writing and sent to the legal representative of each party at the address indicated on the invoice.

ART. 13- The N(AO)S business network is entitled to cede, subcontract or transfer its obligations and rights to third parties, in whole or in part. The Customer can not transfer or transfer any of his obligations without the prior written consent of the N(AO)S business network.

ART.14- These General Conditions of Sale are available on the Internet site of the network, as well as the information and details relating to the policies of the N(AO)S business network, the Products and the Service Offers

the N(AO)S business network has adopted a Management and Control Organizational Model and a Code of Ethics. All the interested parties customers, partners, consultants, suppliers, etc ..., who enter into contractual business relations with the network of companies N(AO)S, are required, as far as they are responsible, to observe the rules and behaviors defined in the the aforementioned Code. With the signing / acceptance of the contractual documents the interested parties accept this restriction. The Code of Ethics and the Organizational Model can be consulted on the company website.

THE CLIENT \_\_\_\_\_

For the purposes of art. 1341 of the Civil Code, the undersigned declares to approve specifically the provisions of the following articles of the contract:

ART. 1, ART. 2, ART.3, ART.4, ART. 5, ART. 6, ART. 7, ART. 8, ART. 9, ART.10, ART.11, ART. 12, ART.13, ART.14.

THE CLIENT \_\_\_\_\_