



LA MANTA FOODS srl
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Cap. Soc. 100.000,00 € I.v.

LA MANTA FOODS srl General Terms and Conditions of Sale B2B ITALY – 01 05 2024 rev 29052024

GENERAL CONDITIONS AND CONDITIONS OF SALE B2B ITALY OF LA MANTA FOODS S.r.l.

Art. 1 - Preamble

1.1 These General Conditions and Conditions of Sale (hereinafter referred to as the "General Conditions"), concerning all food products supplied by La Manta Foods S.r.l. with registered office in Loc. Mattone n. 2/A, Manta (CN), Italy (hereinafter "the Seller") will govern all current and future sales contracts between the Seller and the Buyer.

Art. 2 - Orders

2.1 Any order sent to the Seller by the Buyer will be accepted at the Seller's sole discretion and, if accepted, will only be accepted in accordance with these General Conditions and by means of the Seller's standard order confirmation form.

2.2 Each order so accepted shall constitute a legally binding individual contract between the Seller and the Buyer; this contract is hereinafter referred to in these Conditions as the "Contract".

2.3 These Conditions shall prevail over any different or additional Conditions or conditions (if any) contained or referred to in an order form or other documents or correspondence of the Buyer and no modification or replacement of these Conditions shall bind the Seller or form part of an order, unless expressly agreed in writing by a person authorised to sign on behalf of the Seller.

Art. 3. Specifications

3.1 The Seller declares that the Products exclusively comply with the laws and technical standards in force in Italy and the European Union and with the additional specifications (if any) expressly listed or indicated from time to time in a specific Contract.

3.2 The Seller does not guarantee the conformity of the Products with the laws and technical standards in force in the Buyer's country, unless specifically stated in the Contract.

3.3 No other specifications, descriptive materials, written or oral representations, correspondence or statements, promotional or sales documentation or other data inferred from samples delivered by the Seller, shall form part of or be included in the Contract.

Art. 4. Prices - Conditions of payment

4.1 Unless otherwise agreed in writing under the Contract, the prices of the Products shall be those set out from time to time in the Seller's offer to the Buyer. They refer to Products sold under the specific delivery term set out in the Contract according to the ICC Incoterms Revision 2020 or subsequent updated revisions, which shall be deemed to be incorporated into these Conditions.

4.2 Unless otherwise agreed on a case-by-case basis under the Contract, payment will be made alternatively:

i) thirty days in advance of the date of loading of the Products at the Seller's premises. Payment shall be deemed to have been made when the sum is available to the Seller in its bank account; or



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ii) by means of an irrevocable letter of credit confirmed by a leading bank in the Seller's country which must be notified to the Seller at least 30 days before the agreed deadline for loading the Products at the Seller's premises. The expiry date of the credit must be set in such a way as to ensure that there are at least 90 days between the date of issue of the documentary credit and its expiry.

If an initial deposit or documentary credit or bank guarantee has been agreed according to the conditions of payment, the Contract will only come into force on condition that the payment conditions are met according to the timeframes agreed in the Contract. The notification of a valid documentary credit to the Seller or a bank guarantee (as the case may be) shall be made by the Buyer in accordance with the text and characteristics requested by the Seller and in compliance with the deadlines agreed in the Contract.

In the event of expiry of any of the above Conditions without the Seller having received the acceptance and/or any advance payment or the notification of a valid documentary credit or the notification of a bank guarantee, the Contract will be considered null and void.

4.3 Any payment made to the Seller's agents, representatives or commercial intermediaries shall not be deemed to have been made until the relevant sums have been collected by the Seller and are available to the Seller in its bank account.

4.4 In the event of non-payment by the Buyer by the established date, the Seller, without prejudice to compensation for damages, will be entitled to default interest pursuant to EU Directive 7/2011 as transposed by Italian law increased by four (4) percentage points according to Article 62 paragraph 3 of Law Decree 24/1/2012 n.1 and any subsequent updates, from the day on which the payment was due.

4.5 In the event of delay or failure to comply with payment Conditions, the Seller may, upon written notice to the Buyer, suspend the performance of any Contract until receipt of full payment or adequate bank guarantees, payable on first demand, in accordance with the text and characteristics requested by the Seller, covering the entire debt of the Buyer.

Art. 5 - Retention of title

5.1 Ownership of the Products in each shipment shall remain with the Seller until the Buyer has paid their price in full to the Seller; however, even if the property is not yet transferred to the Buyer, the Seller will have the right to sue for their price once payment has become due. The Buyer shall, at the request of the Seller, assist the Seller in taking any necessary measures to protect the Seller's title to the Products in the relevant country.

Art. 6. -Delivery

6.1 The delivery of the Products will be in accordance with the specific conditions set out in the Contract according to the ICC Incoterms Revision 2020 or subsequent updated revision, which shall be deemed to be incorporated into these Conditions. Partial deliveries are permitted.

6.2 The Buyer assumes all risks and expenses, holding the Seller harmless, for compliance with all legal provisions relating to the characteristics and disposal of packaging.



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- 6.3 In the event that the Contract does not provide for a specific delivery date, the Seller will make every reasonable effort to deliver the Products within sixty days from the date of entry into force of the Contract, which is considered an indicative and non-binding delivery date. In any case, the Seller is entitled to a grace period of 30 (thirty) days from the expiry of the delivery date stipulated in the Contract. Subject to clauses 9.1 and 9.2 below, if the Seller delivers the Products late with respect to the delivery term stipulated in the Contract and after the expiry of the grace period, for each week of delay, the Buyer shall pay the Buyer a lump sum equal to 1% (one percent) of the price of the delayed Products by way of compensation for damages caused by the delay up to a maximum of 10% (ten percent) of the total price of the Contract. In any case, the Seller may, starting from the fourth week of delay in the delivery of the Products, withdraw in whole or in part from the relevant Contract by sending written notice to the Buyer. The penalty is the Buyer's sole remedy in the event of a delay in delivery by the Seller in relation to a binding delivery date agreed under any Contract. Any further compensation for damages is excluded. It is understood that in no event shall the Seller be held liable to the Buyer for loss of production, loss of profits, loss of use, loss of contracts or for any consequential, economic or indirect loss due to delay in delivery, all of which are expressly excluded.
- 6.4 If the Buyer does not take delivery of the Products by the delivery date stipulated in the Contract or, in any case, on the date communicated by the Seller, the Buyer shall still pay the price which will become payable from the moment the Seller informs the Buyer that the goods are ready for delivery. In the event that the Buyer does not take delivery of the Products on the delivery date provided for in the Contract or in any case, on the date communicated by the Seller, the Seller shall be entitled to charge the Buyer the storage fees for the Products provided for in the Contract or, if the Contract does not provide for the storage fees applied for similar transactions in the relevant sector for each partial or full month of delay, from the date of the Seller's communication to the Buyer that the Products are ready for delivery.
- 6.5 In the event that the transport of the Products is carried out by the Buyer, the latter undertakes to provide the Seller, within the tenth day of receipt of the Products, with a written declaration in relation to each transport of the Products carried out by the Buyer confirming receipt of the Products or, alternatively, the Buyer will return to the Seller a copy of the usual transport document (e.g. delivery note, CMR) duly signed and stamped with the name of the person who received the Products. In any case, it is agreed that the Buyer will cooperate in good faith with the Seller in order to provide him with all the documents, within his competence, proving the transport of the Products outside the Italian territory, both in accordance with EU Regulation 2018/1912 and Italian tax legislation. In the absence of this, the amount of Italian VAT and related fines and penalties imposed by the Italian Authorities will be charged by the Seller to the Buyer in addition to the sale price of the Products.

Art. 7 - Warranty - Liability for Defective Products - Product Liability Claims

- 7.1 The Seller undertakes to remedy any non-conformity (defect) of the Products for which it is responsible, which occurs within one year from the date of delivery of the Products, provided that such defect has been promptly notified pursuant to art. 7.3 of these Conditions; failing this, the Buyer will forfeit the rights under this warranty.



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- 7.2. In such case, the Seller will replace the Products that are found to be defective. As an alternative to such replacement, the Seller shall be entitled, at its absolute discretion, to refund the price of the defective Products in the event that such price has already been paid by the Buyer to the Seller or, in the event that such price has not been paid, to relieve the Buyer of any obligation to pay the same by issuing a credit note in favour of the Buyer in the amount of such price. This warranty (i.e. the obligation to replace defective Products or to refund the price of defective Products) is in lieu of any other legal warranty or liability provided for by law. It is therefore agreed that, except in the case of wilful misconduct or gross negligence on the part of the Seller, any other liability of the Seller (whether contractual or non-contractual) that may arise from the Products supplied and/or their resale (e.g. compensation for damages, loss of profit, etc.) is expressly excluded.
- 7.3 Any complaints relating to the packaging condition, quantity or external characteristics of the Products (apparent defects) must be notified in writing to the Seller within one day from the date of receipt of the Products and be noted on the carrier's delivery document. Any claims relating to defects that cannot be discovered on the basis of careful inspection upon receipt (hidden defects) must be notified to the Seller in writing within three days of the discovery of the defect. The notification must indicate precisely the defect and the Products to which it refers, attaching photographic documentation of the defects with indication of the batch and expiry date of the Products.
- 7.4 In the event that the Buyer makes a complaint to the Seller about any defects in the Products, the Seller shall have the right to examine one or more samples of the defective Products and/or the finished product in order to determine whether the Products are defective. In the event of opposition of the Buyer, the parties will entrust the conformity assessment to an independent laboratory chosen by the Seller, accredited by Accredia in Italy or another independent laboratory of good reputation based in the place of destination of the Products. The laboratory shall ascertain whether the Products comply with the Contract or whether there are defects according to technical analysis methods used in the food industry and issue a report on the result of its analysis.
- 7.5 The Seller undertakes to indemnify and hold the Buyer harmless from any claim for civil liability arising from the Products within the limit of the coverage provided by its Manufacturer Liability Insurance. The Buyer undertakes to adequately insure itself against any risk that may not be covered by the Seller's insurance and undertakes to indemnify the Seller against any claim in excess of the Seller's insurance coverage.
- 7.6 If the Buyer becomes aware of a problem related to quality, safety or other risks, the Buyer must immediately inform the Seller. In case of withdrawal of the product when requested by the Seller or any competent authority, the Buyer shall track any batch of product and its quantity and inform the Seller within 48 hours. The Buyer shall actively support the Seller and cooperate with him and, if requested, with the competent authorities, in order to limit the damage.

Art.8 - Limitation of Liability

- 8.1 To the extent permitted by applicable law, the Seller's liability (whether for breach of the Contract or otherwise) to the Buyer or any third party for any claim relating to the performance or non-performance by the Seller of any of its obligations in any matter relating to these Conditions and Conditions, is limited to direct damages and shall not



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exceed, in the aggregate, for any type of damage, including penalties, a maximum amount equal to 10% (ten percent) of the net amount invoiced by the Seller to the Buyer according to the relevant Contract.

9. Force Majeure – Supervening Excessive Burden

- 9.1 The Seller shall not be liable in any way for the failure to perform any of its obligations under these General Conditions and Conditions and/or any Contract due to force majeure. Upon notification by the Seller to the Buyer of the existence of such cause, the Seller will be granted a reasonable extension for the performance of its obligations. For the purposes of this clause, Force Majeure means fire, explosion, flood, lightning, natural disaster, acts of terrorism, war, rebellion, riot, sabotage, official strikes or similar labour disputes, restrictions on supplies by Seller's suppliers, embargo, prohibition of export of the Products, mass epidemics/illnesses (including Covid-19), or events, circumstances, or impediments beyond the reasonable control of the affected party, and that such party could not reasonably have foreseen at the time of entering into the Contract or foresaw or exceeded them, or foresaw or exceeded their consequences. If the performance by either Party of any of the obligations under a Contract is prevented or delayed by force majeure for a continuous period of more than 3 months, the Parties will negotiate in good faith and use their best efforts to agree on fair and reasonable changes to the Contract(s) in order to alleviate the effects of force majeure, but if they do not agree on such changes within a further period of 30 days, the other Party shall have the right to terminate any Contract by giving written notice to the Force Majeure Party by registered letter with acknowledgement of receipt, excluded any right to compensation for damages.
- 9.2 If the fulfilment of the Seller's commitments has become excessively onerous in relation to the contractual obligations originally agreed in the relevant Contract, such as to change the Seller's costs by more than 10%, the Seller shall have the right to request a renegotiation of the Conditions of the Contract and, in the absence of agreement on such revision, to terminate the Contract without any liability.

Art. 10 - Penalties

- 10.1 Notwithstanding anything to the contrary contained in the Contract, it is agreed that the Seller shall not be liable, and shall be released from any liability, for any breach of the Contract with the Buyer, to the extent that the provisions of the Contract and/or the sale and/or delivery of the Products to the Buyer would expose the Seller to any penalty, violation of prohibitions or restrictions under the resolutions of the United Nations or of any commercial or economic sanction, of laws or regulations of the European Union, of the United States of America and of any other provision of Italian law, which provides for the unlawfulness of the delivery or export of the Products to the Buyer.
- 10.2 Upon the Seller's first request, the Buyer agrees to make a written statement that it undertakes, under its own responsibility, to i) not to sell or otherwise deliver the Sanctioned Products to customers located in sanctioned countries, ii) not to sell or otherwise deliver to any person or entity subject to Sanctions, and iii) not to circumvent the Sanctions legislation in any way by delivering the Products to third parties who are presumed to intend to circumvent the Sanctions, in addition to the commitment to comply with all the Sanctions. In the event of a breach



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of the foregoing provisions of this paragraph, the Seller shall have the right to terminate the relevant Contract. In this case, a penalty equal to 10% of the value of the Products covered by the Contract with a minimum of € 5,000 will be applied, in addition to compensation for any further damages suffered by the Seller. It is understood that any payment made by the Buyer to the Seller under any Contract shall be withheld by the Seller as compensation to the extent of damages suffered by the Seller, including any damage to reputation.

10.3 Payments by third parties other than the Buyer are not permitted.

Art. 11 - Applicable law

11.1 In the case of a Buyer with registered seat in Italy, all Contracts concluded by the Parties shall be governed by these Conditions and, to the extent that such matters are not covered by these Conditions, by Italian law.

11.2 In the case of a Buyer with registered seat outside Italy, all Contracts entered into by the Parties shall be governed by these Conditions, and for matters not governed by these Conditions, by the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980, hereinafter referred to as "CISG") and, to the extent such matters are not covered by the CISG, by Italian law.

Art. 12 - Dispute Resolution

12.1 If the Buyer has its registered seat in the European Union, including Italy, the courts of Turin, Italy, shall have exclusive jurisdiction in the event of any disputes. However, notwithstanding this provision, the Seller may bring proceedings before the competent courts of the place where the Buyer has its registered seat.

12.2 Notwithstanding the previous provision of Article 12.1, if the Buyer has its registered seat outside the European Union, all disputes - including those of a non-contractual nature - arising out of, connected or connected with the sales contracts concluded between the parties under these Conditions shall be resolved by arbitration pursuant to the Rules of the Milan Chamber of Arbitration (the "Rules"), Milan (Italy), by a sole arbitrator, appointed in accordance with the Rules, who shall be deemed to be referred to in this clause. Arbitrators will be granted the power to order precautionary and emergency measures in accordance with the Rules and the lex arbitri. The seat of arbitration shall be Milan. The language of the arbitration shall be: in the case of a Buyer based in Italy, the Italian language; otherwise, in the case of a Buyer based abroad, the English language.

13. Intellectual Property

13.1 The Buyer undertakes not to disclose, either during the commercial relationship with the Seller or after its termination, any trade secrets or confidential information (discount and price policies, customer names, etc.) of the Seller, of which it has become aware in the context of the execution of any Contract, and agrees not to use such secrets or confidential information for purposes other than those arising from the commercial relationship of sale.

14. Personal Data – Privacy (GDPR 679/2016)

14.1 The parties mutually undertake to comply with the provisions of EU Regulation no. 679 of 27 April 2016 on the



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protection of personal data "GDPR" and mutually acknowledge that they have exchanged information in relation to the reciprocal processing of personal data.

The Seller

The Buyer

I have the power to bind the Seller

I have the power to bind the Buyer

Name

Name

Title

Title

Date

Date

[SELLER STAMP]

[BUYER'S STAMP]

Pursuant to articles 1341 and 1342 of the Civil Code, I specifically accept and approve the provisions of articles: 2.1 (orders), 3.1 (specifications), 3.2 (non-compliance with foreign laws and regulations), 3.3 (non-compliance with commercial documentation and samples) 4.2 (payment conditions), 4.3 (payment to agents and other intermediaries), 4.4 (default interest), 4.5 (suspension of performance), 5.1 Retention of title 6.1 (Delivery), 6.2 (characteristics and disposal of packaging to be paid by the Buyer), 6.3 (delivery dates, grace period and withdrawal), 6.4 (non-collection and consequences), 6.5 (proof of delivery at destination), 7.1 (warranty), 7.2 (liability), 7.3 (deadline for notification of defects), 7.4 (Independent Dispute Laboratory), 7.5 (Product Liability), 7.6 (Product Recall), 8.1 (Limitation of Liability), 9.1 (Force Majeure), 9.2 (Excessive Burden), 10.1 (Penalties), 10.2 (Declaration and Penalty with Respect to Violation of Sanctions), 10.3 (No Payment by third parties), 12.1 (Dispute Resolution) and 12.2 (Arbitration Dispute Resolution and Arbitration Emergency Measures) and 13.1 (Intellectual Property).

The Buyer

_____ Signature and stamp

Name

Title

Date