

SUBJECT: TERMS OF SALE

1. GENERAL PROVISIONS.

- a) The terms and conditions indicated below (the "General Terms of Sale") form an integral part of the contracts concluded between the Seller – Smarties.bio s.r.l. Soc. Agr. - and the Buyer for the supply of the Seller's products (the "Products").
- b) The General Terms of Sale prohibit all transactions concluded between the Seller and the Purchaser without the need for an express reference to them or a specific agreement to that effect at the conclusion of each individual transaction. Any different terms or conditions apply only if confirmed in writing by the Seller.
- c) The Seller reserves the right to modify, integrate or vary the General Terms of Sale, attaching these variations to the offers or to any correspondence sent in writing to the Purchaser. These changes will be understood as accepted by the Purchaser, after the term of 30 (thirty) days from the date of the relative receipt, without prejudice to the Purchaser's right to declare in writing to the Seller, within this term, any intention not to accept them .

2. OFFERS AND ORDERS.

- a) All seeds are supplied with germinability and purity requirements in compliance with current legislation.
- b) Acceptance of the order is subject to the availability of the goods and the approval of the Seller; orders in any form forwarded by the customer will not be binding in any way for the Seller who may therefore not accept them or accept them partially at his sole discretion. All orders are irrevocable and must always specify the quantity, technical specifications and all the elements necessary for the correct identification of the products.
- c) The Seller's offers are always to be considered subject to final reconfirmation by the Seller, even after acceptance by the Buyer, in particular with reference to quantities, prices and delivery terms.
- d) Orders placed by the Purchaser are not considered accepted until they have been confirmed in writing by the Seller. In the event that the Seller fails to provide written confirmation of an order negotiated verbally, the issuance of the invoice by the Seller or the execution of the order by the Seller will be considered as confirmation.
- e) Orders and/or order modifications made verbally or by telephone must be confirmed in writing by the Purchaser. Otherwise, the Seller assumes no responsibility for any errors or possible misunderstandings.

3. DELIVERY AND SHIPPING.

- a) The goods, even if supplied "free port", always travel according to the instructions and at the risk of the Buyer. The Seller is not responsible for any damage caused by delays or errors in the delivery of the goods.

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- b) Any delivery terms are purely indicative and have no contractual value. The Seller reserves the right to reasonably make partial deliveries.
- c) Any liability for delivery deriving from force majeure or other unforeseeable events not attributable to the Seller, including, without limitation, strikes, lockouts, provisions of the public administration, subsequent blockages of export or import possibilities, in consideration of their duration and scope, release the Seller from the obligation to comply with any agreed delivery term.
- d) The Seller is not obliged to accept product returns, unless expressly agreed in writing. Any costs incurred for this purpose shall be borne by the Purchaser.

4. WARRANTIES AND CLAIMS.

- a) No dispute can be taken into consideration if the Buyer has opened all the packages, or in any case has tampered with the packages and seals.
- b) Shipments are made according to the instructions given by the customer. Failing this, the Seller has the right to adjust in the way it deems best.
- c) Any complaints regarding the quantity of the goods must be received within 3 (three) days of receipt of the same.
- d) Any complaints regarding the appearance, quality and varietal purity must be received within 8 (eight) days of receipt of the goods.
- e) Any complaints regarding the germinability of the seed must be received within 45 (forty-five) days following receipt of the goods, proven by an official analysis certificate.
- f) Any complaints received outside the terms and methods established in the previous points will have no validity against the Seller, consequently not generating any liability and/or claim for damages against it.
- g) The Seller, who manufactures and markets its products with the utmost care, cannot be held responsible for any contagious diseases and their spread.
- h) The buyer is required to use the seeds according to his knowledge and experience in the local area. The information, photographs, descriptions and crop cycles in our paper or electronic catalogues, are purely indicative and related to optimal growth conditions. Consequently, in no case what is reported is to be considered complete, and will not imply any implicit or explicit guarantee of harvest, and will not constitute any contractual obligation of any kind. The Purchaser is required to verify the adaptability of the materials used, according to his experience and knowledge of the local climatic conditions, the cultivation and sowing periods and all the intrinsic and extrinsic characteristics of his own agronomic, cultural, climatic, health and environmental, with respect to the products, techniques and varieties illustrated, conducting in the case of control tests.
- i) The Seller assumes no responsibility for damages deriving from accidental events of any nature that may occur during the use of the products.

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j) The Seller cannot in any case be held responsible for any direct and/or indirect and/or consequential damage deriving to the Customer or third parties from product defects, including production losses, damage to property or persons or other. Further warranty and compensation claims of the purchaser are excluded. The guarantee exists provided that the products have been used correctly and have not been modified. The burden of proof lies with the Customer or the final purchaser.

k) Under no circumstances, and in particular as regards authenticity, quality and varietal purity, the Seller's liability may exceed the value of the disputed goods.

l) In such cases, the Seller, at its discretion, may reimburse the value of the goods or replace them, with the exclusion of any other claim for direct and/or indirect damages possibly suffered by the Buyer.

m) No other implicit or explicit guarantee is given by the Seller.

5. PAYMENTS.

a) Payments are understood to be direct remittance upon receipt of the goods, unless otherwise agreed and to be approved in writing at the time of the order.

b) In the event of late payments, without the need for formal notice, the default interest envisaged by Legislative Decree 231/2002 subsequent lawsuit modd. and additions, without prejudice to compensation for greater damages.

c) In the event of failure by the customer to comply with the terms and conditions of payment, the Seller may:

- request the immediate payment of all credits for forfeiture of the benefit of the term; - suspend supplies in progress or complete them only against advance payment;
- withdraw from all further contracts stipulated with the customer and interrupt the ongoing negotiations with the same;
- terminate the contract pursuant to article 1456 of the civil code.

d) In the aforementioned case of termination of the contract, the customer, in addition to having to pay the Seller in full, will be required to compensate all damages suffered as a result of the breach of contract. However, the possibility for the Seller to request the execution of the contract remains unaffected.

e) In the event that the Purchaser does not make the payment within the terms and according to the methods indicated by the Seller or in the event that the purchaser's activity is not conducted in accordance with the ordinary course of business, by this meaning, without any limitations, the issuance of seizure deeds or protests, or when payments have been delayed or bankruptcy proceedings have been requested or promoted, the Seller has the right, at its discretion, to suspend or cancel further deliveries and to declare any claim arising from the business relationship is due immediately. Furthermore, the Seller may in such cases request advance payments or a guarantee deposit.

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f) The Purchaser has no right to make any set-off, withholding or reduction except in the event that its request to do so has been definitively accepted by the competent arbitration or judicial authority.

6. EXCLUSIVE COURT.

a) For any dispute, however dependent on this contract, the parties agree that the Court of the Seller's registered office will have exclusive jurisdiction.

7. ACCEPTANCE OF TERMS OF SALE.

a) Exceptions to the general conditions of sale are not recognized except those approved in writing by the Seller. Any additional agreements will not be valid unless authorized and stipulated in writing by the Seller.

For VAT obligations Please check the adequacy of your address, company name and VAT number shown on the invoice. If there are inconsistencies or inaccuracies, please give us a written correction. However, any responsibility we have in this regard is excluded.

8. PROTECTION OF PERSONAL DATA.

a) Pursuant to Legislative Decree 196/2003 and subsequent amendments. and of the EU Regulation no. 2016/679 we inform you that we are in possession of your personal data. The use of this information, also processed electronically, is aimed at fulfilling civil and tax law obligations, keeping auxiliary accounting records and compiling statistics for internal use. In relation to the data provided, the Purchaser may exercise the rights pursuant to art. 12 of EU Regulation no. 679/2016: access by the interested party, rectification, cancellation, limitation of treatment, portability, opposition. In the event of a cancellation request, we will have to evaluate whether it will be possible, in accordance with legal obligations, to continue the existing relationship.

Pursuant to and for the purposes of articles 1341 and 1342 of the Civil Code, the Purchaser specifically approves the provisions referred to below: Art. 1 (General Provisions; Art. 2 Offers and Orders; Art. 3 Delivery and Shipments; Art. 4 Guarantees and complaints; Art. 5 Payments; Art. 6 Exclusive Court; Art. 7 Acceptance of sales conditions; Art. 8 Protection of personal data).

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