

GENERAL TERMS AND CONDITIONS OF SALE OF SICIT GROUP S.P.A.

Website publication and entry into force date: 09/21/2020

These general terms and conditions of sale (“**Terms**”) shall apply to all Orders for Products sold or intended to be sold worldwide, with the exception of the United States, by Sicit or its Affiliates after 09/21/2020. The below “U.S. General Terms and Conditions of Sale” shall apply to all Orders for Products sold or intended to be sold by Sicit or its Affiliates in the United States. These Terms are subject to change by Sicit at any time without notice. As a consequence, it is recommended a check of the applicable Terms on a regular basis. The current version of these Terms can be found at [https://www.sicigroup.com/wp-content/uploads/2020/04/General Terms and Conditions of Sale SICIT Group.pdf](https://www.sicigroup.com/wp-content/uploads/2020/04/General_Terms_and_Conditions_of_Sale_SICIT_Group.pdf)

1. DEFINITIONS

In these Terms and any related Contract:

Affiliate means, in relation to a party, a corporation, company or other entity, now or hereafter, directly or indirectly, owned or controlled by, or owning or controlling, or under common control with such party, but such corporation, company or other entity shall be deemed to be an Affiliate only so long as such ownership or control exists. For purposes of this definition “control” of a corporation, company or other entity shall mean to have, directly or indirectly, the power to direct or cause the direction of the management and policies of a corporation, company or other entity, through the ownership of voting securities providing for the right to elect or appoint, directly or indirectly, the majority of the board of directors, or a similar managing authority.

Buyer means the person, firm or company purchasing the Products from Sicit.

Contract means a sale contract as referred to in clause 3.3.

Order means a purchase order for Products which has been accepted by Sicit but excluding any terms or conditions printed on or referred to in Buyer’s offer to purchase or order or other documentation, unless expressly agreed to in writing by Sicit.

Products mean the goods purchased or to be purchased by Buyer from Sicit which are the subject of a Contract.

Sicit means SICIT Group S.p.A., a joint stock company incorporated under the laws of Italy, having its registered office at Via Arzignano 80, 36072 Chiampo (VI), Italy or, as the case may be, any of its Affiliates as confirmed in the Order.

2. GENERAL

2.1 Products are supplied by Sicit only under the following Terms. No variation of such Terms shall be binding unless expressly accepted in writing. No terms or conditions of Buyer, including any terms or conditions printed on or referred to in Buyer’s offer to purchase or order or other documentation, shall be binding on Sicit or have any legal effect unless expressly agreed to in writing by Sicit.

2.2 Product specifications and prices may be altered by Sicit with prior notice. Sicit shall use its reasonable efforts to supply the Products in the quantities specified in the relevant Contract. Sicit may determine from time to time a “Specified Order Quantity”, being the minimum order value or quantity for each order of Products to be supplied to Buyer. Purchasing plans and

forecasts not included in Orders accepted by Sicit and other negotiations or discussions regarding the supply of Products, do not constitute any commitment by Sicit to sell these, or any, volume of Products to the Buyer.

2.3. Quotations made by Sicit do not constitute an offer to sell.

3. ACCEPTANCE OF THE ORDERS

3.1 All orders shall be subject to acceptance by Sicit. Buyer acknowledges that acceptance of an order by Sicit shall not imply that Sicit shall accept any future order(s) placed by Buyer.

3.2 Once accepted by Sicit, an Order may not be cancelled by Buyer except with the express consent of Sicit.

3.3 Upon the acceptance of each Order by Sicit, a separate contract of sale shall arise (“**Contract**”). Each Contract shall comprise the accepted Order and these Terms. If there is any inconsistency between these Terms and another provision in a Contract then the provision in the Contract shall prevail only to the extent of the inconsistency.

4. PRICES. PAYMENT

4.1 The price for the Products is specified in the Contract. Unless the Contract states otherwise, Sicit may change the price at any time with prior notice to Buyer. Such price change shall be applied by Sicit to Orders made by the Buyer and accepted by Sicit as from the date of receipt of the price change notice by the Buyer. Sicit may invoice the Buyer for the Products at any time after they have been dispatched to Buyer. Unless the Contract states otherwise the price is exclusive of VAT and of any other applicable form of sales, tax, duty, levy, tariff or charge applicable to the supply of the Products in addition to, and at the same time as, payment of the price. Sicit shall provide Buyer with a tax invoice as required by applicable law.

4.2 Time for payment shall be of the essence. Buyer shall pay the price of the Products in the invoiced currency by the date specified on the invoice except as otherwise agreed in writing.

4.3 Any containers used for the delivery, storage or display of the Products are included in the Price unless otherwise specified. Containers and/or packages are not returnable unless so stated in Sicit's quotation or acknowledgement or other documentation.

4.4. Buyer must not withhold payment or make any deduction from the invoiced price or any other amount owing to Sicit without Sicit's prior written consent.

4.5 Sicit is entitled to refuse to deliver the Products to Buyer if there are any outstanding payments owed by Buyer to Sicit.

5. DELIVERY

5.1 Delivery of the Products shall be made in compliance with the delivery terms specified in the relevant Contract or if not specified, delivery shall be made as determined by Sicit. Time for the delivery of the Products shall not be of the essence. Any timeframes for delivery of the Products are quoted by Sicit as accurately as practicable but are not guaranteed estimates.

5.2 Sicit shall not be liable for any loss and/or damages suffered by Buyer arising out of any delay or failure to deliver the Products (or any part of them) or failure to deliver in the requested quantities.

5.3 Sicit shall not accept return of Products supplied against an order except by prior agreement.

5.4. Sicit reserves the right to suspend or cancel delivery of the Products to Buyer for technical, scientific or efficacy reasons. No such suspension or cancellation shall in any way constitute admission of liability or fault by Sicit.

6. RISK

6.1 Risk in the Products passes to Buyer when the goods are ready for collection and notification of readiness has been received by Buyer. Buyer shall be deemed to have accepted the Products following their delivery provided the Buyer has had a reasonable time to inspect the Products.

6.2. Unless otherwise specifically agreed by the parties, Buyer shall be responsible for the compliance with applicable legal and administrative laws on import, export, transport, storage and use of the goods.

7. LIMITED WARRANTY. DAMAGES AND LIMITATION OF LIABILITY

7.1 Sicit hereby warrants that the Products shall conform to the specifications contained in the Order. Except as expressly provided in these Terms, to the extent permitted by law, Sicit will have liability to Buyer only in respect for damages caused from Sicit's gross negligence or wilful misconduct. Any provision of these Terms that excludes any terms, conditions or warranties, or limits the liability of a party shall apply only to the extent permitted by law and these Terms shall be construed subject to such terms, conditions, warranties and limitations. Nothing in the Contract shall exclude or limit liability for any matter in relation to which exclusion or limitation of liability would be illegal.

7.2 Subject to clause 7.1, where any terms, conditions or warranties are implied by law into these Terms which the law expressly provides may not be excluded, restricted or modified, or may be excluded, restricted or modified only to a limited extent, the liability of Sicit to Buyer under such implied terms, conditions or warranties is limited, at the option of Sicit, to the replacement of Product, or payment of the cost of replacing the Product or to the Contract value net of VAT.

7.3 Except as expressly provided in these Terms, to the extent permitted by law, Sicit shall have no liability to Buyer and/or third parties, however arising and under any cause of action or theory of liability, in respect of special, indirect or consequential damages, loss of profit (whether direct or indirect) or loss of business opportunity, loss of revenue, depletion of goodwill howsoever caused.

7.4 Buyer shall not be entitled to rely or seek to rely on any representation statement or warranty concerning the Products and in particular but without limitation any representations statements or warranties concerning the performance or fitness for purpose of the Products as are made by an employee of Sicit prior to or after the conclusion of the Contract or otherwise nor shall Sicit be liable to Buyer for any loss or damage incurred or suffered by such reliance unless such representation statement or warranty is specifically made a term of the Contract in writing by a person duly authorized by Sicit.

7.5 Buyer acknowledges that certain materials and chemicals may be hazardous in certain conditions or if handled without due care. Buyer undertakes that Buyer and Buyer's employees or agents shall comply with all such warnings and instructions as may be issued by Sicit in

relation to the Products. Buyer undertakes that only suitably qualified and trained persons shall handle any of the Products.

7.6 Buyer acknowledges that the Products are stable during at least two years as from the date they have been made available for delivery by Sicit. Further, Buyer acknowledges that, being of natural and organic origin, the Products are sensitive to external and/or environmental conditions and that they require the recommended transport and storage conditions described in the Product's safety data sheets in order to prevent degradation of quality. Buyer acknowledges that continuous shaking and temperature fluctuations exposure during long range transport can represent a stress factor for the Product.

8. TERMINATION OF THE CONTRACT AND OTHER SICIT'S RIGHTS

Sicit may by written notice to Buyer, at its option and without prejudice to any other right it may have, suspend or terminate a Contract or require payment before or on delivery of the Products (notwithstanding the terms of payment applicable to the Products), or cancel any undelivered or uncompleted Products under a Contract, if:

(a) Buyer becomes insolvent, has a receiver or administrator appointed over the whole or any part of its assets, enters into any compromise with its creditors, has an order made or resolution passed for it to be wound up or undergoes any similar occurrence under any applicable legislation;

(b) Buyer becomes a joint venturer or, directly or indirectly, under control by a Sicit's competitor.

9. FORCE MAJEURE

Sicit shall not be in breach of contract if there is any total or practical failure of performance by it of any duties or obligations occasioned by Act of God, plague, epidemic, natural disaster, act of Government or State, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, explosion, fire, destruction of machines, equipment, factories and of any kind of installation, labour disputes of whatsoever nature, prolonged break-down of transport, telecommunication and any other circumstance or reason beyond its reasonable control which results in Sicit being unable to observe or perform on time an obligation under a Contract of which these Terms form part. Sicit shall in such event give written notice thereof to Buyer. If a delay by Sicit to perform its obligations is caused or anticipated due to Force Majeure, the performance of Sicit's obligations shall be suspended.

10. PROHIBITION OF ASSIGNMENT

The Contract of which these Terms form part is personal to Buyer who shall not assign the benefit thereof without Sicit's written consent.

11. TRACEABILITY OF PRODUCTS; USE OF TRADEMARKS, SIGNS AND OTHER INDICATIONS. CONFIDENTIALITY

11.1 All trademarks, service marks and logos displayed on the Products and any referenced document or website (the "Trademarks") are registered and unregistered trademarks of Sicit or of third parties who have licensed their trademarks to Sicit. Buyer shall not reproduce, display or otherwise use any Trademarks without Sicit's prior written permission. Unless agreed otherwise in writing, Buyer is not permitted to use Trademarks, signs and other marks used by Sicit, to distinguish its products from those of other businesses, with the exception of trading the Products in their original packaging on which Trademarks, signs and other indications have

been applied by Sicit. If the Products are resold, this provision shall also be imposed upon Buyer's own buyer and to any subsequent buyers.

11.2 Buyer shall change or remove the Trademarks (including, without limitation, corporate or trade names and labels or any indicia of any intellectual property right of any nature whatsoever belonging to Sicit) from the packaging of the Products upon prior authorization by Sicit or otherwise permitted by law.

11.3 All technical, business, financial, operational or other information, material or data of any type and form, as well as the means related to Sicit or its products and services are the property of the latter and shall be treated confidentially by Buyer. Buyer will keep the information private and will not disclose it to third parties without Sicit's prior written consent or use it for any purpose other than that mentioned in these Terms. That confidentiality undertaking shall not apply to information which at the time it was disclosed (i) was already in the possession of Buyer (ii) was in the public domain without liability on the part of Buyer (iii) was lawfully received by the Buyer from a third party entitled to disclose it (iv) must be disclosed by court order.

12. PRIVACY. USE OF PERSONAL DATA AND CONFIDENTIALITY.

12.1 Pursuant to article 13 of the Regulation (EU) 2016/679 of the European Parliament and of the Council dated 27 April 2016 ("GDPR"); Sicit hereby informs that during and for the purposes of, the performance of the commercial relationships between Sicit and Buyer relating to the transactions contemplated by these Terms and the Contract of which these Terms form part, the parties will communicate, collect, use and make mutually available their representatives' personal information (personal data, company e-mails, company phones, business smartphones contact details, etc.) in furtherance of their duties and tasks, for the management and execution of the negotiations and the transactions contemplated by these Terms and the Contract of which these Terms form part.

Therefore, Sicit and Buyer shall process and administer personal data insofar as they are strictly necessary for the execution of any and all aspects of the transactions contemplated by these Terms and the Contract of which these Terms form part.

The data will be kept until the completion of the performance of the transactions contemplated by these Terms and the Contract of which these Terms form part and after, until expiration of the mandatory terms applicable to the deeds and documents to be kept by each party, respectively.

Sicit hereby informs that it will not disclose the aforementioned data to third parties and/or providers, except for disclosure to third parties that assist Sicit operating its business and fulfilling these Terms and the Contract of which these Terms form part.

Sicit hereby informs that it will disclose the aforementioned data to its subsidiaries and affiliates belonging to Sicit's Group operating their business and assisting Sicit fulfilling these Terms and the Contract of which these Terms form part.

Sicit, in its capacity as Data Controller, having its registered office at Via Arzignano 80, 36072 Chiampo (VI), Italy, phone number 00390444450946, can be reached via e-mail at info@sicitgroup.com, contact details of the Data Protection Officer dpo@sicitgroup.com, ensures the compliance with applicable rules as the data subjects can exercise their rights by using the contact details set forth above and can request to the Data Controller to have access to,

rectification or erasure of personal data or to restrict the processing of their personal data and to oppose such processing, in addition to the data portability right. Moreover, they have the right to address a complaint to the Italian Data Protection Authority (www.garanteprivacy.it).

12.2 The data and business information relating to the management and execution of the transactions contemplated by these Terms and the Contract of which these Terms form part, shall be processed by Sicit's representatives and Buyer's representatives, respectively, with the utmost confidentiality, for the exclusive purposes deriving from the management and execution of the transactions contemplated by these Terms and the Contract of which these Terms form part in any case in compliance with the applicable laws.

13. APPLICABLE LAW. JURISDICTION

13.1 These Terms and the Contract of which these Terms form part shall be construed and applied in accordance with the laws of Italy, without application of conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods adopted at Vienna, Austria on 10 April 1980 does not apply to the supply of Products under these Terms.

13.2 The courts of Vicenza, Italy, shall have sole jurisdiction in any dispute relating to these Terms and the Contract of which these Terms form part.

14. MISCELLANEA

14.1 Buyer must comply with all applicable laws, regulations, industry standards and codes of conduct in any relevant jurisdiction in relation to all matters contemplated (whether expressly or implicitly) by these Terms.

14.2. Any notice in connection with these Terms or any Contract shall be deemed to have been duly given when made in writing and delivered or sent by post or email to the party to whom such notice is intended to be given, at the address of that party in the Contract or to such other address as may from time to time be notified in writing to the other party.

14.3 If any provision of these Terms is invalid, illegal or unenforceable, these Terms take effect (where possible) as if they did not include that provision.

14.4 Any failure by Sicit to insist upon strict performance by Buyer of any provision in these Terms shall not be taken to be a waiver of any existing or future rights of Sicit in relation to the provision.

14.5 These Terms do not create a relationship of agency, partnership, joint venture or employment between the parties. Neither party has any authority to act for or incur any liability or obligation on behalf of the other party in any manner.

14.6 These Terms are valid indefinitely and remain subject to change by Sicit at any time without notice.

14.7 In case of doubt or differences of interpretation, the Italian version of these Terms shall prevail over the English, French and Spanish versions.

15. CODE OF ETHICS

Sicit has adopted the Code of Ethics of Sicit Group which can be found at https://www.sicigroup.com/wp-content/uploads/2020/09/Codice_Etico_ENG.pdf . The commercial

relations between Sicit and Buyer must also be inspired by these principles, such that any conduct contrary to the Code of Ethics may result in the immediate interruption of the relationship without prejudice to the right to compensation for any damage incurred by Sicit.

Date, place and Buyer's stamp and signature

We specifically approve, pursuant to articles 1341 and 1342 of the Italian Civil Code and for the purposes thereof:

- 2.1 and 2.2 General - Field of application
- 3.1 Acceptance of the Orders
- 4. Price and payment
- 5. Transport, Delivery and Return of Products
- 6.1 Risk and Acceptance of Products
- 6.2. Buyer's obligations concerning compliance with applicable law
- 7. Limited Warranty, Damages; Exclusions and Limitations of Liability
- 8. Sicit's termination and other rights
- 10. Non-transferability of Contracts and credits
- 11.1 and 11.2 Trademarks and Intellectual Property
- 11.3 Confidentiality
- 13. Applicable law and jurisdiction
- 14.1 Buyer's obligations
- 14.4 No waiver
- 15. Sicit's termination and other rights

Date, place and Buyer's stamp and signature

U.S. GENERAL TERMS AND CONDITIONS OF SALE

Website publication and entry into force date: 09/21/2020

These general terms and conditions of sale (“**Terms**”) shall apply to all Orders for Products sold or intended to be sold in the United States by Sicit or its Affiliates after 09/21/2020 and may be amended by Sicit at any time, without notice. In the event that any changes are made, the revised Terms shall be posted on this website immediately, and shall apply to all Orders placed by Buyers thereafter. As a consequence, it is recommended to check the applicable Terms on a regular basis. The current version of these Terms can be found at [https://www.sicigroup.com/wp-content/uploads/2020/04/General Terms and Conditions of Sale SICIT Group.pdf](https://www.sicigroup.com/wp-content/uploads/2020/04/General_Terms_and_Conditions_of_Sale_SICIT_Group.pdf) These Terms shall prevail over any other terms and conditions, whether contained in any offer, quotation, proposal or other documents between Buyer and Sicit, except where such other terms and conditions are included in a written agreement executed by both Buyer and Sicit.

1. DEFINITIONS

In these Terms and any related Contract:

Affiliate means, in relation to a party, a corporation, company or other entity, now or hereafter, directly or indirectly, owned or controlled by, or owning or controlling, or under common control with such party, but such corporation, company or other entity shall be deemed to be an Affiliate only so long as such ownership or control exists. For purposes of this definition “control” of a corporation, company or other entity shall mean to have, directly or indirectly, the power to direct or cause the direction of the management and policies of a corporation, company or other entity, through the ownership of voting securities providing for the right to elect or appoint, directly or indirectly, the majority of the board of directors, or a similar managing authority.

Buyer means the individual or business entity purchasing the Products from Sicit.

Contract means a sale contract as referred to in clause 3.3.

Order means a purchase order for Products accepted by Sicit, excluding any additional terms or conditions printed on or referred to in Buyer’s offer to purchase or order or other documentation, unless expressly agreed to in writing by Sicit.

Products mean the products purchased or to be purchased by Buyer from Sicit and/or one of its Affiliates.

Proprietary Information means any and all unpublished intellectual property or information concerning the Products or other Sicit products, production, assembly and construction techniques, research activities and plans, devices, methods, processes, materials, or any proprietary components, designs, or other related technologies, software source codes, processes, devices, research and development results, proprietary design, internal financial information, client lists, marketing and communication information and marketing strategies, buyers, business or sales plans, product development or time to market, sales forecasts or results of marketing efforts, pricing or pricing strategies, costs, operational techniques, strategic plans, and unpublished financial information, including information concerning revenues, profits and profit margins, regardless of whether such information was disclosed intentionally or unintentionally or marked as “confidential” or “proprietary”.

Sicit means SICIT Group S.p.A., a joint stock company incorporated under the laws of Italy, having its registered office at Via Arzignano 80, 36072 Chiampo (VI), Italy, or, as the case may be, any of its Affiliates in the United States.

2. GENERAL

2.1 Products are supplied by Sicit only under the following Terms. No variation of such Terms shall be binding unless expressly accepted by Sicit, in writing. No terms or conditions of Buyer, including any terms or conditions printed on or referred to in Buyer's offer to purchase or order or other documentation, shall be binding on Sicit or have any legal effect unless expressly agreed to in writing by Sicit. Sicit's failure to object to any conflicting or additional terms shall not amend the or add to the Terms. Buyer's acceptance of a Product from Sicit shall be deemed to constitute and acceptance of the Terms.

2.2 Product specifications and prices may be altered by Sicit with prior notice. Sicit shall use its reasonable efforts to supply the Products in the quantities specified in the relevant Contract. Sicit may determine from time to time a "Specified Order Quantity", being the minimum order value or quantity for each order of Products to be supplied to Buyer. Purchasing plans and forecasts not included in Orders accepted by Sicit and other negotiations or discussions regarding the supply of Products, do not constitute any commitment by Sicit to sell these, or any, volume of Products to the Buyer.

2.3. Quotations made by Sicit do not constitute an offer to sell.

3. ACCEPTANCE OF THE ORDERS

3.1 All orders shall be subject to acceptance by Sicit. Buyer acknowledges that acceptance of an order by Sicit shall not imply that Sicit shall accept any future order(s) placed by Buyer.

3.2 Once accepted by Sicit, an Order may not be cancelled by Buyer except with the express consent of Sicit.

3.3 Upon the acceptance of each Order by Sicit, a separate contract of sale shall arise ("**Contract**"). Each Contract shall comprise the accepted Order and these Terms, and any attachments and exhibits, specifications, drawings, notes, instructions, and other information accepted in writing by Sicit, and shall constitute the entire and exclusive agreement for the sale of Products from Sicit to Buyer. If there is any inconsistency between these Terms and another provision in a Contract then the provision in the Contract shall prevail only to the extent of the inconsistency.

3.4 Sicit's responsibility shall be limited to supplying the Products according to the specifications described in the Order, pursuant to the warranties set out under clause 7. Sicit shall not be liable for the content of any technical or commercial communication, information, or advice regarding the Products or an Order, made by its sales or other representatives, orally or in writing, or because of Buyer's use of such communication, information or advice, unless specifically included in an Order, in writing.

4. PRICES. PAYMENT

4.1 The price for the Products is specified in the Contract. Unless the Order states otherwise, Sicit may change the price at any time with prior notice to Buyer. Any price change shall be effective following delivery of the price change notice by Sicit. Sicit may invoice the Buyer for the Products at any time after they have been shipped to Buyer. Unless the Contract states otherwise the price is net of any and all applicable taxes, fees and duties, including but not limited to sales taxes, fees and duties, any taxes or other government fees or charges upon the production, sale, use, import/export and/or shipment of the Products, including, without limitation, taxes, fees or charges on the raw materials used to produce the Products, now

imposed or hereafter becoming effective, all of which shall be paid by Buyer. Sicit shall provide Buyer with a tax invoice as required by applicable law.

4.2 Unless the Order states otherwise, all payments to Sicit shall be made via wire transfer, to the bank account provided by Sicit, from time to time. Time for payment shall be of the essence. Buyer shall pay the price of the Products in the invoiced currency by the date specified on the invoice except as otherwise agreed in writing. In addition to all other remedies available to Sicit, any balance unpaid after thirty (30) days will accrue interest at the lesser of one percent (1%) for each month or fraction thereof that the invoice is overdue or the maximum rate allowed by applicable law. Buyer shall indemnify Sicit for all costs, including reasonable attorneys' fees and disbursements, incurred to collect any unpaid amount.

4.3 Any containers used for the delivery, storage or display of the Products are included in the Price unless otherwise specified. Containers and/or packages are not returnable unless so stated in Sicit's quotation or acknowledgement or other documentation.

4.4. Buyer must not withhold payment or make any deduction from the invoiced price or any other amount owing to Sicit without Sicit's prior written consent.

4.5 If Buyer is in breach of any payment terms, Sicit shall be entitled to suspend the delivery of Products until Buyer becomes current on its contractual obligations, or to terminate the applicable Contract for breach after providing Buyer with a reasonable grace period, and to assert damages, as the case may be.

5. DELIVERY

5.1 Delivery of the Products shall be made in compliance with the delivery terms specified in the relevant Order or if not specified, delivery shall be made as determined by Sicit. Time for the delivery of the Products shall not be of the essence. Any timeframes for delivery of the Products are quoted by Sicit as accurately as practicable but are not guaranteed estimates.

5.2 Sicit shall not be liable for any loss and/or damages suffered by Buyer arising out of any delay or failure to deliver the Products (or any part of them) or failure to deliver in the requested quantities. Buyer shall not be entitled to cancel an Order or part of it, because of a delay in the delivery of Products.

5.3 Buyer shall be deemed to have accepted the Products following their delivery provided the Buyer has had a reasonable time to inspect the Products. Sicit shall not accept return of Products supplied against an order except by prior agreement.

5.4. Sicit reserves the right to suspend or cancel delivery of the Products to Buyer for technical, scientific or efficacy reasons. No such suspension or cancellation shall in any way constitute admission of liability or fault by Sicit.

6. RISK OF LOSS

6.1 Regardless of the delivery terms indicated in the Order, Sicit shall bear the risk of loss of or damage to any Products until they are ready for collection by Buyer and notification of readiness has been delivered to Buyer, regardless of the place of inspection or transfer of title.

6.2. Unless otherwise specifically agreed by the parties, Buyer shall be responsible to comply with applicable laws and regulations on import, export, transport, storage, use and labeling of the Products.

7. LIMITED WARRANTY; DAMAGES, AND LIMITATIONS OF LIABILITY

7.1 Sicit hereby warrants that the Products shall be free and clear of any and all liens, security interests, claims or other encumbrances and shall conform to the specifications contained in the Order, shall be new, and shall not be defective due to faulty manufacturing, production, composition or materials for a period of one (1) year after acceptance. In the event of Product defects during the Product's warranty period, the liability of Sicit to Buyer shall be limited, at the option of Sicit, to the replacement of the defective Products, or payment of the cost of the defective Product replacement, net of sales taxes and all other applicable taxes.

7.2 Sicit shall bear no responsibility for defects or non-conformity caused by:

7.2.1 ordinary wear and tear;

7.2.2 use of the Products in contravention of Sicit's instructions, warnings, recommendations, technical specifications, or anyway in the event of misuse, abuse, or improper storage, maintenance, operation of the Products;

7.2.4 contamination by other substances or compounds.

7.3 THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES AND GUARANTEES WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. SICIT MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE WITH RESPECT TO THE PRODUCTS, EXCEPT AS PROVIDED IN THESE TERMS.

7.4 SICIT SHALL BE LIABLE TO BUYER ONLY FOR DIRECT DAMAGES CAUSED BY THE PRODUCTS DUE TO SICIT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

7.5 SICIT'S LIABILITY FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, WILL NOT EXCEED PER CLAIM AND IN THE AGGREGATE THE TOTAL AMOUNT ACTUALLY PAID BY BUYER TO SICIT UNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT OR EVENTS GIVING RISE TO THE LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT, SICIT SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION, INACCURATE INFORMATION OR LOSS OF DATA OR INFORMATION OR COST OF COVER) THAT BUYER MAY INCUR OR EXPERIENCE IN CONNECTION WITH THE CONTRACT OR THE PRODUCTS, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY.

7.6 THE PRECEDING PARAGRAPHS SET FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR ALL CLAIMS BASED ON FAILURE OR DEFECTS OF THE PRODUCTS, WHETHER SUCH FAILURE OR DEFECT ARISES BEFORE, DURING OR AFTER THE WARRANTY PERIOD, FOR DAMAGES OF ANY KIND, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, INCLUDING DIRECT DAMAGES OR INDIRECT COSTS, LOSS OF PROFIT, LOSS OF BUSINESS, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES AND WHETHER A CLAIM, HOWEVER INSTITUTED, IS BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING

NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

7.7 Buyer acknowledges that certain materials and chemicals may be hazardous in certain conditions or if handled without due care. Buyer undertakes that Buyer and Buyer's employees or agents shall comply with all such warnings and instructions as may be issued by Sicit in relation to the Products. Buyer undertakes that only suitably qualified and trained persons shall handle any of the Products.

7.8 Buyer acknowledges that the Products are stable during at least two years as from the date they have been made available for delivery by Sicit. Further, Buyer acknowledges that, being of natural and organic origin, the Products are sensitive to external and/or environmental conditions and that they require the recommended transport and storage conditions described in the Product's safety data sheets in order to prevent degradation of quality. Buyer acknowledges that continuous shaking and temperature fluctuations exposure during long range transport can represent a stress factor for the Product.

8. TERMINATION OF THE CONTRACT AND OTHER SICIT'S RIGHTS

Sicit may by written notice to Buyer, at its option and without prejudice to any other right it may have, suspend or terminate a Contract or require payment before or on delivery of the Products (notwithstanding the terms of payment applicable to the Products), or cancel any undelivered or uncompleted Products under a Contract, if:

(a) Buyer becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver, conservator, or similar officer, or makes an assignment for the benefit of all or substantially all of its creditors or enters into any agreement for the composition, extension, or readjustment of all or substantially all of its obligations;

(b) Buyer becomes a partner of, party to a joint venture with, or directly or indirectly under control of, a competitor of Sicit.

9. FORCE MAJEURE

Sicit shall not be liable for failure to fulfill its obligations for any Contract, including but not limited to any delays in the delivery of Products, due to an event outside the reasonable control of Sicit, including but not limited to Acts of God, plague, epidemic, natural disaster, act of Government or State, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, explosion, fire, destruction of machines, equipment, factories and of any kind of installation, labour disputes of whatsoever nature, prolonged break-down of transport, telecommunication and any other circumstance or reason beyond its reasonable control which results in Sicit being unable to observe or perform on time an obligation under a Contract of which these Terms form part ("**Force Majeure**"). Sicit shall in such event give written notice thereof to Buyer. If a delay by Sicit to perform its obligations is caused or anticipated due to Force Majeure, the performance of Sicit's obligations shall be suspended.

10. PROHIBITION OF ASSIGNMENT

Buyer shall not assign, transfer or pledge any Contract, or assign or subcontract its rights or obligations thereunder without Sicit's written consent.

11. TRACEABILITY OF PRODUCTS; USE OF TRADEMARKS, SIGNS AND OTHER INDICATIONS. CONFIDENTIALITY

11.1 All trademarks, service marks and logos displayed on the Products and any referenced document or website (the “Trademarks”) are registered and unregistered trademarks of Sicit or of third parties who have licensed their trademarks to Sicit. Buyer shall not reproduce, display or otherwise use any Trademarks without Sicit’s prior written permission. Unless agreed otherwise in writing, Buyer is not permitted to use Trademarks, signs and other marks used by Sicit, to distinguish its products from those of other businesses, with the exception of trading the Products in their original packaging on which Trademarks, signs and other indications have been applied by Sicit. If the Products are sold by Buyer to a third party, this provision shall also be imposed upon such third party and to any subsequent buyers.

11.2 Buyer shall not change or remove the Trademarks (including, without limitation, corporate or trade names and labels or any indicia of any intellectual property right of any nature whatsoever belonging to Sicit) from the packaging of the Products unless authorized by Sicit, in writing.

11.3 Sicit is the sole owner of and reserves all rights and title in the Proprietary Information provided in connection with the Products. Buyer will keep the Proprietary Information private and will not disclose it to third parties without Sicit’s prior written consent or use it for any purpose other than that mentioned in these Terms. Buyer shall not be entitled to reproduce or have reproduced, all or in part, any Proprietary Information, nor shall have any rights to reverse engineer or to manufacture Sicit’s Products or Proprietary Information. Buyer’s confidentiality undertaking shall not apply to information which at the time it was disclosed (i) was already in the possession of Buyer (ii) was in the public domain without liability on the part of Buyer (iii) was lawfully received by the Buyer from a third party entitled to disclose it (iv) must be disclosed by court order.

12. PRIVACY. USE OF PERSONAL DATA AND CONFIDENTIALITY

12.1 Pursuant to article 13 of the Regulation (EU) 2016/679 of the European Parliament and of the Council dated 27 April 2016 (“**GDPR**”); Sicit hereby informs that during and for the purposes of, the performance of the commercial relationships between Sicit and Buyer relating to the transactions contemplated by these Terms and the Contract of which these Terms form part, the parties will communicate, collect, use and make mutually available their representatives’ personal information (personal data, company e-mails, company phones, business smartphones contact details, etc.) in furtherance of their duties and tasks, for the management and execution of the negotiations and the transactions contemplated by these Terms and the Contract of which these Terms form part.

Therefore, Sicit and Buyer shall process and administer personal data insofar as they are strictly necessary for the execution of any and all aspects of the transactions contemplated by these Terms and the Contract of which these Terms form part.

The data will be kept until the completion of the performance of the transactions contemplated by these Terms and the Contract of which these Terms form part and after, until expiration of the mandatory terms applicable to the deeds and documents to be kept by each party, respectively.

Sicit hereby informs that it will not disclose the aforementioned data to third parties and/or providers, except for disclosure to third parties that assist Sicit operating its business and fulfilling these Terms and the Contract of which these Terms form part.

Sicit hereby informs that it will disclose the aforementioned data to its subsidiaries and affiliates belonging to Sicit's Group operating their business and assisting Sicit fulfilling these Terms and the Contract of which these Terms form part.

Sicit, in its capacity as Data Controller, having its registered office at Via Arzignano 80, 36072 Chiampo (VI), Italy, phone number 00390444450946, can be reached via e-mail at info@sicitgroup.com, contact details of the Data Protection Officer dpo@sicitgroup.com, ensures the compliance with applicable rules as the data subjects can exercise their rights by using the contact details set forth above and can request to the Data Controller to have access to, rectification or erasure of personal data or to restrict the processing of their personal data and to oppose such processing, in addition to the data portability right. Moreover, they have the right to address a complaint to the Italian Data Protection Authority (www.garanteprivacy.it).

12.2 The data and business information relating to the management and execution of the transactions contemplated by these Terms and the Contract of which these Terms form part, shall be processed by Sicit's representatives and Buyer's representatives, respectively, with the utmost confidentiality, for the exclusive purposes deriving from the management and execution of the transactions contemplated by these Terms and the Contract of which these Terms form part in any case in compliance with the applicable laws.

13. APPLICABLE LAW. JURISDICTION

13.1 These Terms and the Contract of which these Terms form part shall be construed and applied in accordance with the laws of Italy, without application of conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods adopted at Vienna, Austria on 10 April 1980 does not apply to the supply of Products under these Terms.

13.2 The courts of Vicenza, Italy, shall have sole jurisdiction in any dispute relating to these Terms and the Contract of which these Terms form part.

14. MISCELLANEOUS

14.1 Buyer must comply with all applicable laws, regulations, industry standards and codes of conduct in any relevant jurisdiction in relation to all matters contemplated (whether expressly or implicitly) by these Terms, including but not limited to the use of Products.

14.2. Any notice in connection with these Terms or any Contract shall be deemed to have been duly given when made in writing and delivered or sent by post or email to the party to whom such notice is intended to be given, at the address of that party in the Contract or to such other address as may from time to time be notified in writing to the other party.

14.3 If any provision of these Terms shall be held invalid, illegal or unenforceable, such provision shall be ineffective to the extent of such invalidity, without invalidating the remainder of such provision or any other provision of these Terms.

14.4 Any failure by Sicit to insist upon strict performance by Buyer of any provision in these Terms shall not be taken to be a waiver of any existing or future rights of Sicit in relation to the provision.

14.5 These Terms do not create a relationship of agency, partnership, joint venture or employment between the parties. Neither party has any authority to act for or incur any liability or obligation on behalf of the other party in any manner.

15. CODE OF ETHICS

Sicit has adopted the Code of Ethics of Sicit Group which can be found at https://www.sicigroup.com/wp-content/uploads/2020/09/Codice_Etico_ENG.pdf . The commercial relations between Sicit and Buyer must also be inspired by these principles, such that any conduct contrary to the Code of Ethics may result in the immediate interruption of the relationship without prejudice to the right to compensation for any damage incurred by Sicit.

Date, place and Buyer's stamp and signature

We specifically approve, pursuant to articles 1341 and 1342 of the Italian Civil Code and for the purposes thereof:

- 2.1 and 2.2 General - Field of application
- 3.1 Acceptance of the Orders
- 4. Price and payment
- 5. Transport. Delivery and Return of Products
- 6.1 Risk and Acceptance of Products
- 6.2. Buyer's obligations concerning compliance with applicable law
- 7. Limited Warranty, Damages, Exclusions and Limitations of Liability
- 8. Sicit's termination and other rights
- 10. Non-transferability of Contracts and credits
- 11.1 and 11.2 Trademarks and Intellectual Property
- 11.3 Confidentiality
- 13. Applicable law and jurisdiction
- 14.1 Buyer's obligations
- 14.4 No waiver
- 15. Sicit's termination and other rights

Date, place and Buyer's stamp and signature