

**GENERAL PURCHASING CONDITIONS KEMIN  
CAVRIAGO S.r.l. Unipersonale**

acceptance of these general purchasing conditions as a component of the Contract.

**Article 1 – Definitions**

- Kemin Cavriago s.r.l. Unipersonale, a company under Italian law, with registered office situated at 42025 Cavriago (Reggio Emilia), Via Leopardi 2/C (Italy), registered with company number 01169360359.
- Seller: the party that provides goods and/or materials and / or services to Kemin Cavriago s.r.l. Unipersonale by virtue of the Contract.
- Parties: the contracting parties to the Contract, i.e. Kemin Cavriago s.r.l. Unipersonale and the Seller.
- Contract: every written consensus between Kemin Cavriago s.r.l. Unipersonale and the Seller aimed at the supply of goods and/or materials and/or the performance of services or works for Kemin Cavriago s.r.l. Unipersonale.

**Article 2 – Applicability**

These general purchasing conditions apply to all requests, offers and contracts relating to the supply of goods and/or the performance of services – irrespective of their nature – for Kemin Cavriago s.r.l. Unipersonale by the Seller. These conditions always take precedence over all other general conditions - irrespective of their name - of the Seller, and this irrespective of the time at which the general conditions of the Seller are handed over. No departures to these general purchasing conditions are binding unless such a departure has been expressly accepted in writing by Kemin Cavriago s.r.l. Unipersonale.

**Article 3 - Occurrence of the Contract**

Requests for prices and quotations by Kemin Cavriago s.r.l. Unipersonale are entirely without obligation. A Contract with the Seller only comes into being if the quotation or offer of the Seller has been accepted in writing by Kemin Cavriago s.r.l. Unipersonale, or if Kemin Cavriago s.r.l. Unipersonale places an order with the Seller that has been accepted unconditionally in writing. Acceptance of an order by the Seller shall mean

**Article 4 - Changes**

The goods and services shall be supplied as described in the order form. The Seller shall not make or execute any unilateral changes regarding the subject, nature and specifications (e.g., dimensions, weights, numbers, levels, percentages, etc) of the delivery without the prior express written consent of Kemin Cavriago s.r.l. Unipersonale. In the event of any differences regarding e.g. the dimensions, weights, numbers, percentages, etc, Kemin Cavriago s.r.l. Unipersonale reserves the right, without a default notice or legal intervention and with reservation of all her rights to renounce the Contract or to sever it unilaterally if it has already come into being. The Seller shall then be bound to repay the price or part of it already paid within the 10 days thereafter, whereby the aforementioned sum shall be increased by interest of 12% per year, without legal intervention or a prior default notice, starting from the date of payment of the sum concerned by Kemin Cavriago s.r.l. Unipersonale.

**Article 5 - Prices and payment**

All prices are/shall always be expressed net in € and fixed unless agreed otherwise in writing. A unilateral price increase on the part of the Seller shall give Kemin Cavriago s.r.l. Unipersonale, the right to cancel the Contract without legal intervention. The price includes all costs and surcharges, including (not exhaustive) the costs of loading, transport, unloading, insurance, administration, sales taxes and import duties, as well as the costs of packaging, except those of the loan packaging.

Kemin Cavriago s.r.l. Unipersonale shall pay for the goods supplied within 60 days of receiving the invoice, unless agreed otherwise in writing. The burden of proof for the sending of the invoice and receipt by Kemin Cavriago s.r.l. Unipersonale, lies with the Seller. The simple entry of the invoice in the outgoing invoice book of the Seller is insufficient. If Kemin Cavriago s.r.l. Unipersonale,

has not made payment within the stipulated period, any compensation owed by Kemin Cavriago s.r.l. Unipersonale, may never be more than 6% on an annual basis, starting from the receipt of the written default notice. Any bank charges that are charged shall be to the charge of the Seller. The Seller must always take receipt of a part of the debt. Payments from Kemin Cavriago s.r.l. Unipersonale, shall be charged to the principal of the debt rather than the interest. Non-payment or only partial payment of an invoice by Kemin Cavriago s.r.l. Unipersonale on the due date, shall not make the balance due on any other invoices not yet payable, and shall not under any circumstances give the Seller the right to suspend the execution of any other deliveries. The costs and fees attached to the collection of an invoice by the Seller may never be recovered from Kemin Cavriago s.r.l. Unipersonale If the Seller does not observe one of its obligations, Kemin Cavriago s.r.l. Unipersonale always reserves the right to suspend the payment of (the balance of) the price, and this without a prior default notice and without compensation on the part of Kemin Cavriago s.r.l. Unipersonale .

#### **Article 6 – Warranty**

The Seller guarantees that the goods are of good quality and meet the specific requirements as agreed with Kemin Cavriago s.r.l. Unipersonale.

A) The Seller represents and warrants that all of the goods and/or materials supplied and any services or any works performed pursuant to the Contract – irrespective of their nature – to, for or on the order of Kemin Cavriago s.r.l. Unipersonale, are and shall be subject in all respects to and in compliance with all applicable Italian legislation or other requirements of the Italian (federal and/or regional) governments and all subdivisions thereof, which now govern or may, as a result of amendment or otherwise, hereafter govern the manufacture, sale or delivery of the goods and/or materials supplied or services and/or works performed pursuant to the Contract.

B) The Seller furthermore represents and warrants that all of the goods and/or materials supplied and any services or any works performed pursuant to

the Contract– irrespective of their nature – to, for or on the order of Kemin Cavriago s.r.l. Unipersonale, are and shall be subject in all respects to and in compliance with all applicable international treaties, applicable Italian regulations, directives, decisions or other requirements inasmuch the legislation mentioned under this article 6B) has a direct effect (or immediate applicability) or is implemented in Italian legislation and does not conflict with the Italian legislation mentioned under the article 6A).

Kemin Cavriago s.r.l. Unipersonale, shall only be deemed to accept the condition of the goods supplied and any visible defects, if they are not protested within 30 working days following the delivery. Kemin Cavriago s.r.l. Unipersonale shall only be bound to place the Seller in default within a reasonable period following the discovery of a hidden defect. If the goods or services are affected by a hidden defect, then the Seller shall always owe indemnification to Kemin Cavriago s.r.l. Unipersonale, irrespective of the time at which the defect is discovered by Kemin Cavriago s.r.l. Unipersonale. Notwithstanding any attempts to achieve an amicable settlement, as well as during acts of investigation regarding the defect with or without due hearing of the parties, Kemin Cavriago s.r.l. Unipersonale shall always have the right to make a claim to the court and shall also be entitled to compensation for all the damage caused by the defect, without any default notice being required. In addition Kemin Cavriago s.r.l. Unipersonale reserves the right to return the goods to the charge and at the risk of the Seller, if they exhibit defects or do not satisfy the requirements, even when they come to light during the processing of them, without prejudice to the right of Kemin Cavriago s.r.l. Unipersonale to replacement and/or additional compensation. The signature of a delivery form or any other similar document cannot in any way be interpreted as an acceptance of any nonconformity or defect . The Seller undertakes with respect to Kemin Cavriago s.r.l. Unipersonale and subsequent buyers or users, including the - final - consumer, of the goods supplied (in a processed state or otherwise) to fully compensate the damage that they may suffer as a result of a defect in the good supplied, or other shortcoming of the Seller in the

observance of his obligations under the Contract, or as a result of a wrongful act and the Seller shall indemnify Kemin Cavriago s.r.l. Unipersonale, for any liability for such damage.

**California Supply Chain Act:** Seller represents that it complies with all laws regarding slavery and human trafficking in all countries in which it does business, in compliance with the California Transparency in Supply Chains Act of 2010.

#### **Article 7 - Packaging and transport**

The goods have to be packaged and marked in accordance with the legal requirements, as well as any supplementary requirements of Kemin Cavriago s.r.l. Unipersonale and attuned to the nature of the goods and the transport method, so that they reach the place of delivery in a good condition. The Seller is responsible for any damage and loss occurring during or further to the transport. The packaging becomes the property of Kemin Cavriago s.r.l. Unipersonale upon delivery, unless this last-mentioned foregoes this, or the Seller has marked the packaging as reusable. If a deposit is attached to the reusable packaging, this must be stated as such on the invoice. The reusable packaging shall be returned within 14 days of notification to the Seller, to the charge and at the risk of the Seller, to a destination specified by him.

#### **Article 8 - Delivery**

Deliveries shall be made in the warehouse of Kemin Cavriago s.r.l. Unipersonale at the agreed time of delivery at the agreed address as mentioned on the purchase order. If the agreed delivery date is exceeded, the Seller shall immediately notify Kemin Cavriago s.r.l. Unipersonale of the delay and Kemin Cavriago s.r.l. Unipersonale shall have the choice to demand the execution of the order with the right to compensation on account of the delayed delivery, or to immediately declare the Contract cancelled without legal intervention. In both cases Kemin Cavriago s.r.l. Unipersonale shall also be entitled to compensation for the damage suffered. If Kemin Cavriago s.r.l. Unipersonale decides to cancel the Contract, Kemin Cavriago s.r.l. Unipersonale, shall be entitled to the repayment of all sums already paid. As of the cancellation, Kemin Cavriago s.r.l.

Unipersonale shall be entitled to supply itself from elsewhere. All transport costs relating to the deliveries of goods and/or services shall be to the charge of the Seller (free delivery) unless otherwise stipulated on the purchase order of Kemin Cavriago s.r.l. Unipersonale. He shall also be responsible for any export and import formalities to his own charge. Damage or loss upon loading, during transport or upon unloading, of whatever nature or due to whatever cause, shall be to the charge and at the risk of the Seller, who shall replace all goods that are damaged or lost to his charge. The Seller guarantees that the goods and/or services supplied are free of all charges, restrictions and claims of third parties, including restrictions that could arise from patents, copyright or other intellectual property rights, except for charges, restrictions and claims that Kemin Cavriago s.r.l. Unipersonale has expressly accepted in writing.

#### **Article 9 – Transfer of risk and ownership**

The ownership and risk of the goods supplied to Kemin shall be transferred to Kemin Cavriago s.r.l. Unipersonale at the time at which these goods are (deemed to be) delivered to Kemin Cavriago s.r.l. Unipersonale, provided that the goods are approved by Kemin Cavriago s.r.l. Unipersonale and satisfy the Contract. The Seller guarantees that the complete and unencumbered ownership shall be transferred. If Kemin Cavriago s.r.l. Unipersonale does not approve the goods supplied, does not find them in order upon inspection, or invokes the right to cancel the Contract or a replacement of the goods supplied, the goods supplied shall remain the property and to the risk of the Seller. The Seller bears the risks of loss, damage or destruction of the goods and/or services up until the time that the ownership of the goods and/or services transfer to Kemin Cavriago s.r.l. Unipersonale. If Kemin Cavriago s.r.l. Unipersonale provides goods such as raw materials, auxiliary materials, tools, drawings, specifications and software to the Seller for the observance of the obligations of the Seller, they shall remain the property of Kemin Cavriago s.r.l. Unipersonale. The Seller shall keep the goods concerned, separate from goods that belong to him

or third parties, in a sufficiently secure place to prevent damage, theft, etc, of these goods. The Seller shall mark them as the property of Kemin Cavriago s.r.l. Unipersonale . No stipulation of reservation of ownership on the part of the Seller shall be accepted by Kemin Cavriago s.r.l. Unipersonale

#### **Article 10 - Guarantees**

During the performance of the contract, the Seller may not require payment guarantees from Kemin Cavriago s.r.l. Unipersonale under any circumstances.

#### **Article 11 - Limitation of actions**

Every right to the Seller to make a claim and to statute defense with respect to Kemin Cavriago s.r.l. Unipersonale shall expire and lapse after the passage of one year after the occurrence of the claim. If a shorter period legally applies then this short period shall apply.

#### **Article 12 - Termination of the contract**

If the Seller does not promptly or properly observe his obligations arising from the Contract and/or these general purchasing conditions, as well as in the event of his bankruptcy, acquisition or any similar situation to the Seller's this, the Seller shall be in default without legal intervention, and Kemin Cavriago s.r.l. Unipersonale shall be entitled to unilaterally terminate the Contract, entirely or partially, without a default notice and without legal intervention. Likewise Kemin Cavriago s.r.l. Unipersonale may suspend the payment obligations and/or entirely or partially assign the performance of the Contract to third parties, without Kemin Cavriago s.r.l. Unipersonale being bound to pay any compensation, without prejudice to any additional rights of Kemin Cavriago s.r.l. Unipersonale, including the right to full compensation and reimbursement of the costs incurred. All claims that Kemin Cavriago s.r.l. Unipersonale has in these cases with respect to the Seller shall be immediately and completely payable. If the Seller invokes a non-imputable shortcoming, Kemin Cavriago s.r.l. Unipersonale shall be entitled to terminate the Contract in accordance with the provisions of this article. In case of unforeseen circumstances Kemin

**Cavriago s.r.l. Unipersonale reserves itself the right to cancel the order in case of force majeure, for example but not limited to, when a government enacts special rules or laws, strike, fire, calamity and any other causes independent of the will of Kemin Cavriago s.r.l. Unipersonale.**

#### **Article 13 -Disputes**

In the event of a dispute between Kemin Cavriago s.r.l. Unipersonale and a Seller without registered office in Italy, or without a branch in Italy, who is assisted by a lawyer/legal counsel with his practice/office in Italy, this Seller shall always be deemed to have chosen its address for the service of process at the practice/office of this lawyer/legal counsel. These general purchasing conditions, as well as every Contract between the Seller and Kemin Cavriago s.r.l. Unipersonale, shall be governed by Italian law. Any disputes to which this Contract and/or these general purchasing conditions may give rise shall come under the exclusive jurisdiction of the court of Reggio Emilia, Italy.

#### **Article 14 - Invalidity**

If one or more provisions of these general purchasing conditions are entirely or partially invalid, then the other provisions shall continue to apply in full.