

GENERAL TERMS AND CONDITIONS - AGROLAB ITALIA S.R.L.

1. SCOPE - DEFINITIONS

1.1. These general conditions (hereinafter “Conditions”) regulate the supply of services as identified in following (hereinafter “**Services**”) that the company AGROLAB Italia S.r.l. (hereinafter **AGROLAB Italia**) can supply its customers (herein after “**Customer**” and/or “**Customers**”).

1.2 Unless otherwise established, the terms indicated below will have the following definition when used in these Conditions:

Customer: The individual or legal entity that requests AGROLAB Italia to supply one or more Services.

Sample: This is material for evaluation that the Customer delivers to AGROLAB Italia, sent directly by the Customer or picked-up and/or withdrawn and/or sampled by AGROLAB Italia. Unless otherwise explicitly written by a Responsible Authority [for example, but not exhaustive, a local national health service office], a Sample is understood to be material not representative of other materials or lots.

Offer: This document describes the technical and economic conditions of the Services that are offered to the Customer.

Test Report: This is a document that describes the activity, design and investigations performed (for example, analytical transfers, stress tests, investigations performed following out of specification values, validation, etc.) and the results obtained, conclusions drawn and recommendations proposed.

Quotation Acceptance Form: This document, attached to the Quotation, must be signed by the Customer who intends to charge AGROLAB Italia with supplying the Service indicated in the Quotation.

Service or Services: This is understood to be the execution by AGROLAB Italia of one or more of the following activities:

- Chemical, physical, microbiological, ecotoxicological or performance analysis on food, environmental, industrial, and sensorial test samples
- Assistance performed in the analysis of revisions, survey reports, and technical assistance for disputes
- Technical assistance for product labeling.
- Sampling/taking samples by AGROLAB Italia personnel at customer premises/sites.

1.3 These Conditions are annexed to the Quotation and are binding for the Customer upon acceptance of the Quotation with their signature of the Quotation Acceptance Form. Consequently, the Customer must read these Conditions carefully prior to accepting the Quotation.

1.4 AGROLAB Italia reserve the right to modify the Conditions at any time, subject to advising the Customer. Changes are not applicable to Contracts already signed.

1.5 Any modification, integrations and/or amendments to the Conditions and/or the Contract governed by these Conditions are valid only if in writing.

1.6 No modifications, corrections and/or integrations can be performed validly by AGROLAB Italia laboratory personnel.

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1.7 Any invalidity, cancellation and/or inefficiency of one of the clauses of these Conditions does not entail the invalidity, cancellation, and/or inefficiency of the other as it is the express obligation of the parties to negotiate new clauses in good faith to replace those that are invalid, cancelled or inefficient.

2. QUOTATION

2.1 The Quotation is delivered or sent to the customer by AGROLAB Italia by fax or e-mail, to the fax number or e-mail address that is communicated by the Customer.

2.2 AGROLAB Italia reserves the right to change and/or revise the Quotation at any time, subject to written communication to the Customer, which can also be sent by e-mail to the address provided by the Customer.

2.3 The costs indicated in the Quotation are estimates and not final. AGROLAB Italia reserve the right to modify at any time, subject to communication of the motivations provided in writing to the Customer, the amount agreed to in the Quotation, when – for example, but not exhaustive – it is necessary for AGROLAB Italia to perform more activities due to the characteristics of an unknown and/or known Sample at the time of communication of the Quotation; and/or in the event that changes to the current law lead to higher costs for AGROLAB Italia.

2.4 If no written acceptance from the Customer is received following changes to the Quotation, including changes regarding variation in price, these are considered tacitly accepted after 6 (six) working days from receipt of the communication by AGROLAB Italia, unless the Customer exhibits their disagreement in writing.

3. ACCEPTANCE OF QUOTATION – CONCLUSION OF THE CONTRACT

3.1 The Quotation must be confirmed in writing by the Customer through the signature of the specific Quotation Acceptance Form.

3.2 The Quotation Acceptance Form must be returned to AGROLAB Italia within and no more than 60 (sixty) working days after the Quotation is sent.

3.3 Should the Quotation Acceptance Form contain changes with respect to the quotation, AGROLAB Italia has the right to accept them, or to suspend and/or revoke the Quotation.

3.4 Any orders received from Customers cannot be considered confirmed until AGROLAB Italia sends the dedicated Quotation and the Customer returns the Quotation Acceptance Form for the Quotation.

3.5 The contract (hereinafter “**Contract**”) between AGROLAB Italia and the Customer, with the scope of supply of the Services indicated in the Quotation is considered concluded with the return, by the Customer, of the Quotation Acceptance Form, suitably filled-in and signed.

3.6 It remains the right of AGROLAB Italia to communicate, within and no longer than 6 (six) working days from the receipt of the Quotation Acceptance Form, refusal to perform the Services requested by the Customer.

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4. SAMPLES

4.1 The Customer must send, at his own expense, the Sample to the AGROLAB Italia laboratories, or charge the latter for the pick-up and/or withdrawal and/or sampling of the Sample, according to the method indicated in the Quotation.

In both cases, the expenses for sending or pick-up and/or withdrawal and/or sampling of the Sample are the Customers expense, unless other agreements are agreed to by the parties in writing.

4.2 The Sample must include its identification data; a clear, comprehensive list of the testing that must be performed on it; and reference to the valid Quotation.

The Customer must also provide AGROLAB Italia in a timely manner all information necessary to properly identify the analytical procedure to be performed on the Sample (type, parameters for application, objective of testing, and any specific requirements).

4.3 At the time of delivery or pick-up of the Sample, the Customer must indicate the person authorized to act in name of and for the Customer, with whom AGROLAB Italia will have contact.

4.4 The information required in the above paragraphs must be supplied by the Customer to AGROLAB Italia in writing. In the event of disagreement between verbal information and written information, the latter will prevail.

4.5 AGROLAB Italia is not responsible for any delays or default in delivery of the Sample due to third parties (for example, but not exhaustive, couriers, postal service, etc.) that could jeopardize the delivery time for the Test Reports, and/or the conditions of the Sample, and/or the feasibility and result of the Service requested provided by AGROLAB Italia.

4.6 AGROLAB Italia commits to advising the Customer in writing when Samples delivered cannot be used for analysis due to the poor state of storage or due to damages during shipping.

4.7 Execution of the Services by AGROLAB Italia is understood to be from acceptance of the Sample, complete with all information required by AGROLAB Italia. Samples received after 3 pm are considered received the following day unless other agreements are reached between the parties.

4.8 When the amount of Sample delivered by the customer is not enough to perform the Service requested from AGROLAB Italia, the latter will contact the Customer in writing to agree a new shipment of an adequate amount. The delivery terms for Test Reports start from the date of acceptance of the new amount by AGROLAB Italia. **4.9** When the Samples for analysis are not accompanied by the information required in Paragraphs 4.2 and 4.3 above, or they are not enough and/or unclear, AGROLAB Italia must contact the Customer to receive the necessary information. The delivery terms for the Test Reports start from the date of reception, by AGROLAB Italia, of all further information requested.

4.10 The Customer is obliged to inform AGROLAB Italia in advance on the risks inherent in the Sample, indicating the hazards related to it. Furthermore, they must indicate fully the correct method for handling the Samples (disposal, reduction, and protection). The Customer is fully responsible for all legal purposes for damages to people or property due to failure to comply with the obligation to provide the above listed information, especially regarding the health and safety of AGROLAB Italia personnel.

4.11 Samples containing dangerous stuff are not allowed to be transported on any of our

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Logistic Services without our explicit written agreement. Sender is exclusively responsible to follow all legal regulations, terms of condition of the logistic company and the correct declaration and packaging of samples.

4.12 When the Samples analyzed are hazardous and/or not disposable with the waste disposed of by AGROLAB Italia, due to the type and/or quantity, AGROLAB Italia has the right to return the residual Sample to the Customer who will manage it as best determined and who will be responsible for all expenses related to this activity.

5. PERFORMING SERVICES – STORAGE OF SAMPLES

5.1 AGROLAB Italia will perform the Services outlined in the Quotation with the investigation methods considered most suitable according to the unquestionable discretion of AGROLAB Italia.

5.2 When necessary to perform the Services, the Customer must allow AGROLAB Italia access to their sites, within the timing and under the conditions requested by AGROLAB Italia.

5.3 The Customer is obliged to guarantee the safety of the premises and access to the same by AGROLAB Italia. The Customer must provide the documentation required by the regulations regarding worker health and safety and must send the information required to respect the reference regulations with due notice to the appointed managers at AGROLAB Italia (including the DUVRI (Consolidated Document on the Risk Assessment from Interference), POS, etc.). The Customer's violation of these instructions will be considered non-fulfillment of the contract.

5.4 The time for execution of the Services by AGROLAB Italia is purely indicative and not in any manner binding to AGROLAB Italia. The period for execution of the Services by AGROLAB Italia is only considered binding in the presence of a previous written agreement between the Customer and AGROLAB Italia.

5.5 When the Customer intends to request a variation to or cancellation of the Services in the Quotation, they must provide written communication to AGROLAB Italia within and not later than 2 (two) working days from the date of receipt of the Sample by AGROLAB Italia. Should that latter have already initiated execution of the Services, the Customer is responsible for payment of the amount requested to reimburse the expenses sustained by AGROLAB Italia for the portion of the Services performed, and it is the right of AGROLAB Italia to request compensation for the damages sustained.

5.6 AGROLAB Italia guarantees storage of the Samples in dedicated place, within the timing indicated on the Quotation and with the methods considered most suitable, according to the unquestionable discretion of AGROLAB Italia.

5.7 After the period of storage, AGROLAB Italia will proceed to destroy the Sample without any notice, unless there are other written agreements with the Customer.

5.8 Unless otherwise agreed, the property of the Sample is considered acquired by AGROLAB Italia.

5.9 Once the Services have been terminated, any documents and/or materials other than the Sample, delivered to AGROLAB Italia by the Customer, will be returned to the Customer at the sole care and expense of the latter party.

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6. TEST REPORT

6.1 The Test Reports will be sent to the Customer by fax and/or e-mail and/or certified e-mail, to the number or address communicated by the Customer. When specifically requested, the Customer can access the data remotely by computer.

6.2 Upon Customer request, AGROLAB Italia may supply the latter clarification on the analysis methods and procedures used for performing the Services. Any other request by the Customer, if not specified in the Quotation will be considered an accessory service and will be charged to the Customer separately.

6.3 Partial or complete analysis results, based on agreements between the parties, can be sent as prepared in advance, in various formats without signatures or stamps. AGROLAB Italia cannot be ascribed any responsibility, at any title, regarding these advances.

6.4 AGROLAB Italia are only responsible for the analytical results that refer to the Samples under analysis. The analytical results are only representative of the Sample received and analyzed in the Laboratory. The information provided in the Test Report refers only to the material under analysis and the parameters used. They do not represent the inspection and/or certification of the product.

6.5 Test Reports are issued in a single copy. Any original duplicates can be issued upon Customer request and will be charged separately.

6.6 Partial duplication, modification and/or alteration of the Test Report are forbidden.

6.7 The request for changes to the documents issued, for causes not attributable to AGROLAB Italia, can be charged separately. Issue of the Test Report in formats according to Customer's specifications must be requested in writing. If this request can be accepted applying the general regulations for accreditation of laboratories and it is possible to perform, AGROLAB Italia will perform this service with an additional charge. Further documentation (including raw data) in addition to the Test Report, can only be supplied upon written request by the Customer prior to acceptance of the Sample by AGROLAB Italia.

6.8 AGROLAB Italia may only be considered responsible for the results contained in the final original Test Report sent to the Customer. AGROLAB Italia cannot be assigned any responsibilities in the event of changes (for example, but not exhaustive, transcription, omissions, deletions, or additions) performed by the Customer and/or third parties.

6.9 Also if they are accredited, Test Reports refer only to the Sample that underwent analysis, and does not in any case suggest the approval of a product or a lot of product.

6.10 In the case of a conformity assessment in which no information on the use of the measurement uncertainty is given, the sites of AGROLAB GROUP apply the discrete approach as a decision-making rule. This means that in such a case the measurement uncertainty is not taken into account in the conformity assessment, unless otherwise agreed with the customer. Applying this rule the maximum risk is 50% and is obtained when the result is equal to the limit value.

7. USE OF TEST REPORT. USE OF NAME AND AGROLAB Italia BRAND.

7.1 Any action taken by the Customer based on the results and/or partial test reports are understood to be taken at the exclusive risk of the Customer itself, who cannot advance any

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claims, of any time, against AGROLAB Italia.

7.2 The Customer commits to inform AGROLAB Italia prior to proceeding to withdraw and/or request to recall the product based on Test Reports issued by AGROLAB Italia.

7.3 It is understood, regardless, that any decision regarding the withdrawal or request for recall of products is performed at the exclusive risk of the Customer, who cannot advance any claims, of any type, against AGROLAB Italia.

7.4 Without specific advance written authorization from AGROLAB Italia, the Customer cannot in any way or form use the AGROLAB Italia name or Test Report issued by AGROLAB Italia for purposes of advertising and/or marketing.

7.5 In no event shall the Customer use the AGROLAB Italia name and/or brand and/or Test Report issued by AGROLAB Italia in a manner that can damage the reputation and/or commercial business of AGROLAB Italia.

7.6 AGROLAB Italia has the right to reimbursement for each and any damages, direct or indirect, suffered consequent to the violation of the Customer to the prohibition specified in Paragraph 7.5 above.

8. CONTRACTING SERVICES

8.1 AGROLAB Italia reserve the right to contract the execution of Services, when specified in the Quotation. In this case, with the return of the Quotation Acceptance Form, the Customer authorizes AGROLAB Italia to subcontract the execution of Services to third parties.

8.2 AGROLAB Italia cannot be charged with any responsibility, at any time, regarding Services subcontracted to third parties, when the subcontractor is identified and requested expressly by the Customer.

9. PAYMENT

9.1 Requests for services by the Customer, if not specified in the specific Quotation, are understood to be accessory services and will constitute subject for separate charges by AGROLAB Italia.

9.2 The Customer must pay AGROLAB Italia the amount agreed to in the Quotation, including any deposits requested by AGROLAB Italia, as well as any additional costs for accessory requests not specified in the Quotation, within the period and in the manner specified on the Quotation.

9.3 In the event of delayed payment, default interest will be applied to the services performed as outlined in Italian Legislative Decree 231/2002, notwithstanding the right for reimbursement for damages sustained by AGROLAB Italia.

9.4 In the event of default or delay in payment by the Customer, AGROLAB Italia reserves the right to suspend execution of the Services.

10. LIABILITY AND FORCE MAJEURE

10.1 AGROLAB Italia is liable without restrictions for damages regarding life, body

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integrity and health and in case of gross negligence and willful misconduct. In case of simple negligence AGROLAB Italia is only liable for damages, as far as the damages are typically connected to the contract and foreseeable and are covered by a liability insurance in case AGROLAB Italia has entered into such insurance which covers the contract-typical risk of the Services.

10.2 If the order of the Customer includes special risks with respect to the protection of goods, life, body and health or the danger of the admission of particularly high pecuniary losses, the Customer has to communicate such risks expressly in the order.

10.3 As far as AGROLAB Italia has guaranteed in writing for a result or any other performance, it is also liable within the context of such guarantee. However, for damages that are based on the lack of guaranteed results or performances, but do not refer to the result or the result of the performance itself, AGROLAB Italia is only liable, if the risk of such damages is evidently encompassed by the guarantee.

10.4 Neither party assume liability or will be liable to the other party for any failure or any delay in fulfilling its contractual obligations caused, in whole or in part, directly or indirectly, by fires, natural disasters, strikes, shortages of raw materials, supplies or components, retooling, upgrading of technology, delays of carriers, embargoes, government orders or directives, terrorist activities, or any other circumstance beyond the reasonable control of such party. AGROLAB Italia may at its option suspend deliveries while such event or circumstance continues, apportion available inventory between its customers as it determines, or terminate this Agreement with immediate effect by written notice to the Customer.

11. FORM AS PURSUANT TO LEGISLATIVE DECREE 231/2001 AND ETHICS CODE

11.1 AGROLAB Italia have adopted the organization model as pursuant to Legislative Decree No. 231/01, containing the company measures and procedures adopted in order to prevent the commission of crimes according to the reference standards, as well as the Code of Ethics and Behavior.

11.2 The instructions contained in the Code of Ethics (available on-line on the AGROLAB Italia Website) constitute the values and guidelines that must be respected during the activities performed by the company, and represent an integral part of the General Conditions of this contract. The Customer's violation of these instructions will be considered non-fulfillment of the contract.

12. EXPRESS TERMINATION CLAUSE

12.1 Pursuant to Art. 1456 of the Italian Civil Code, AGROLAB Italia has the right to terminate any contract governed by these Conditions by registered letter with return receipt in which it informs the Customer of its will to avail on this clause, in the event the Customer violates one of the requirements outlined in the articles specified below: 4.10 [Obligation to provide information on the risks related to the Samples]; 5.3 [Access to Customer's Premises]; 6.6 [Prohibition of partial duplication, modification, alteration of test results]; 7 [Use of Test Report. Use of AGROLAB Italia brand]; 9 [Payment]; 11 [Form 231 and Code of Ethics];

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13. PRIVACY

Privacy informative and consent pursuant to EU Regulation -GDPR n. 2016/679 and reference legislation (Dec. Leg No. 196/2003 and subsequent amendments).

Pursuant to EU Regulation 2016/679 and Legislative Decree n ° 196/2003 (Consolidated text for the protection of personal data), and subsequent reference legislation, we inform you that personal data and sensitive data that you have provided, or that may further communicate in the validity of the contractual relationship:

13.1 they will be used exclusively for purposes related to the establishment and continuation of the Contract governed by these Conditions

13.2 they are necessary for the fulfillment of the obligations provided by the legislation on the protection and conservation of personal data required by the relevant legislation

13.3 may be communicated exclusively to public or private bodies for the fulfillment of the obligations established by law, to the consultants of the company, including the parent company, in charge of the obligations required by law.

13.4 may be communicated to third parties both within the European Union and in third countries for the purposes set out above and other legitimate interests of AGROLAB and will be kept for at least five years of termination of the contractual relationship.

13.5 the EU Regulation grants you some rights in relation to the processing of your personal and sensitive data including:

- the right of access and to know the existence of data processing that may concern you;
- the right to obtain the updating, rectification or integration of data as well as their cancellation, transformation into anonymous form or their blocking if treated in violation of the law;
- the right to object to the processing in accordance with the aforementioned purposes only for legitimate reasons;
- the right to object to the processing of data for the purposes of commercial or promotional information, the sending of advertising material or the carrying out of market research;
- the right to data portability;
- the right to move a complaint to the supervisory authority.

13.6 the data controller is Agrolab Italia S.r.l .; for any communication concerning the subjects in question, the email dedicated to communicate with the data controller is: privacy@agrolab.it

13.7 by signing these Conditions, the Customer gives his consent to the processing of personal data pursuant to art. 7 of the law.

14. CONFIDENTIALITY

14.1 The Customer commits to considering confidential all commercial, technical or other type of information that they may learn during the execution of Services by AGROLAB Italia; and they commit to not sharing it with third parties or using it in any manner, even after termination of the term of the contract.

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14.2 AGROLAB Italia has the right to reimbursement for each and any damages, direct or indirect, suffered consequent to the violation of the Customer to the confidentiality clause indicated above.

15. APPLICABLE LAW

15.1 Each Contract governed by these Conditions is regulated by Italian Law.

16. JURISDICTION

16.1 For any and all controversies arising from the interpretation, execution or termination of each Contract governed by these Conditions, the Courts of Vicenza (Italy) have sole jurisdiction, with the exclusion of any other courts.

17 MISCELLANEOUS

17.1 Any communications between the parties deriving from, correlated to, or connected to these Conditions and/or Contracts governed by these Conditions, must be performed in writing and are considered executed validly only if sent by e-mail and/or certified e-mail and/or registered mail with return receipt and/or fax to the address or telephone number communicated by the Customer to AGROLAB Italia.

Read, confirmed and signed

(Place and Date)

_____ the ___ / ___ / _____

The Customer

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Pursuant to and by effect of Arts. 1341 and 1342 of the Italian Civil Code, the Customer states to accept expressly and unconditionally all of the provisions contained in the following articles:

Art. 1 – Scope. Definition

Art. 2 – Quotation

Art. 3 – Acceptance of Quotation. Conclusion of the Contract

Art. 4 – Samples

Art. 5 – Performance of Services. Storage of Samples

Art. 6 – Test Reports

Art. 7 – Use of Test Reports. Use of name and AGROLAB Italia brand

Art. 8 – Contracting Services

Art. 9 – Payment

Art. 10 – Liability and Force Majeure

Art. 11 – Form pursuant to Legislative Decree 231/2001 and Ethics Code

Art. 12 – Express Termination Clause

Art. 13 – Privacy

Art. 14 – Confidentiality

Art. 15 – Applicable law

Art. 16 – Jurisdiction

The Customer
