

Micromix S.r.l.

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General Terms And Conditions Of Sale Micromix S.R.L.

1. Subject Matter and Scope of Application

These General Terms and Conditions of Sale (GTCS) govern all supply contracts for products manufactured by Micromix S.r.l., a company incorporated under Italian law with its registered office in Desio (MB), Via Achille Grandi 8 (MB), VAT No.: 07271480969 ("Micromix"), on behalf of the Buyer. Any exceptions or special purchase conditions of the Buyer must be agreed upon in writing by the parties.

1) Legend

The terms and phrases defined in these General Terms and Conditions of Sale (hereinafter defined) shall have—when indicated with a capital letter—the meaning conventionally attributed or referred to in this article:

"Contract": the agreement between Micromix and third parties ("Buyer") regarding the business activities of Micromix Srl.

"Products": products resulting from the micronization, grinding, and mixing of raw materials intended, by way of example, for the food, nutraceutical, and cosmetic industries.

"General Terms and Conditions of Sale": the terms and conditions set forth in this document to be considered an integral and substantial part of each Contract concluded between Micromix and third parties for the company's activities. Micromix reserves the right to modify, supplement, or vary the General Terms and Conditions of Sale by sending such changes to the Buyer. If the modifications, additions, or variations to the General Terms and Conditions of Sale are not accepted in writing by the Buyer within 15 days from the date of communication, Micromix may terminate any contractual relationship with the Buyer without the latter being entitled to claim damages or compensation.

2) Conclusion of the Contract

The Contract shall be finalized when: a) The Buyer, including through implied conduct such as, but not limited to, the transmission of a letter of credit to Micromix or the payment of all or part of the supply price, accepts Micromix's contractual proposal, formulated by any means, without any modification; b) Micromix, including through implied conduct such as the delivery of the Products, accepts the Buyer's contractual proposal, formulated by any means, without any modification; c) the Buyer, including through implied conduct such as, but not limited to, the transmission of a letter of credit to Micromix or the payment of all or part of the supply price, accepts the novating contractual proposal, communicated by any means, formulated by Micromix in response to the Buyer's original proposal. These General Terms and Conditions of Sale shall apply to every single Contract finalized as described above, even if not explicitly referenced or accepted, unless expressly waived in writing. Therefore, any contractual conditions differing from those in this document, even if stated in writing on documents (forms, templates, etc.) originating from the Buyer, shall be null and void unless expressly accepted in writing by Micromix. Under no circumstances shall Micromix's conduct be construed as acceptance of contractual conditions other than those in these General Terms and Conditions of Sale. Similarly, no behavior/actions of Micromix's agents may be invoked against Micromix, as they lack representative power.

3) Subject of the Contract – Product Characteristics

Each Contract shall solely concern the Products explicitly indicated in the contractual documents. Micromix declares that the Products comply with the applicable Italian and EU industry standards. Prior to the conclusion of each individual Contract, the Buyer must verify that the Products are suitable for the specific purpose and/or use for which they intend to purchase them. The Buyer must also verify, indemnifying Micromix from any liability in this regard, that the Products comply with the regulations of the State where they intend to import them. The Buyer, except for the warranty against defects, shall indemnify Micromix against any claims from its successors for alleged unsuitability/non-conformity of the Products to their needs. In any case, the Buyer acknowledges Micromix's quantitative and qualitative tolerance margins as provided by the customs and/or practices of the sector in which Micromix operates, which are well known to the Buyer.

4) Delivery Terms

Delivery terms are to be understood as purely indicative, and their extension shall not grant the Buyer any right to claim compensation, all exceptions being waived. Partial deliveries shall also be permitted.

5) Delivery Methods – Obligations of Micromix – Obligations of the Buyer

The Products will be packaged and prepared for shipment according to the protection systems generally adopted by Micromix for the Products in question, considering the agreed transport methods. Should the Buyer consider the use of special packaging or additional protection necessary, they must make an explicit request to Micromix and bear the relative additional costs. Unless otherwise specifically agreed in writing, the Products subject to each individual Contract will be made available to the Buyer in accordance with Ex Works (EXW) terms at the specific warehouse indicated by Micromix in the Contract itself. Micromix shall not be liable for any loss or damage to the Products after delivery. The loss or damage of the Products after delivery does not exempt the Buyer from the obligation to pay the relative price.

6) Product Storage

Micromix agrees, upon the Buyer's request, to store the Products in its warehouse for a period not exceeding 21 days. After this period, unless otherwise agreed between the parties, Micromix will charge €25/day per pallet for the storage service. Micromix is not responsible for any deterioration of products stored in its warehouse.

7) Products Intended for Export – VAT Regime

With reference to Contracts for Products intended for export, the Buyer must, if necessary, notify Micromix in writing of any change in the destination of the goods compared to that indicated in the transport document within 72 hours following the scheduled delivery date at the original place of destination. Following said communication, Micromix will proceed with the VAT regularization. In any case, the Buyer shall indemnify Micromix against any taxes, surcharges, penalties, interests, and expenses resulting from the delivery of the Products to a place other than the one indicated in the transport documents.

8) Force Majeure

Micromix may suspend the performance of its obligations under each specific Contract when such performance is rendered impossible or objectively too burdensome by an unforeseeable circumstance beyond its control. In such cases, the term for the execution of the supply will be extended for a period equal to the duration of the force majeure event. If the impediment persists for a period exceeding 90 (ninety) days, Micromix may withdraw from the specific Contract by giving written notice to the other party. The parties recognize that force majeure events include occurrences such as wars, fires, earthquakes, floods, tsunamis, strikes, scarcity or difficulty in raw material procurement, restrictions on energy use, suspension or difficulty in transport, plant breakdowns, acts of public authority, or any other situation that cannot be reasonably foreseen or which Micromix cannot remedy through ordinary diligence.

9) Prices - Payment Terms – Defaults

The prices of the Products at the time of the conclusion of the contract are understood to be in Euro, net of VAT, and include, unless otherwise agreed between the parties, the costs of transport and Micromix's standard packaging. Statutory VAT shall be paid in accordance with the indications on the invoice; any sums necessary to cover charges and expenses borne by the Buyer, such as packaging and shipping costs, must be advanced by the latter to Micromix. The place of payment is fixed at Micromix's registered office, even in the case of the issuance of drafts or bank receipts, or the release of promissory notes. Any acceptance by Micromix of bills of exchange, promissory notes, assignments, or bank checks is always understood to be agreed upon "subject to collection" (*salvo buon fine*) and/or "without recourse" (*pro solvendo*) and without novation of the debt. Payment is due in full according to the methods and terms indicated in the specific Contract; if the contract does not indicate payment methods and terms, payment must be completed upon delivery of the Products. In no case shall the Buyer be released from obligation by making payments into the hands of Micromix's sales agents. In the event of failure to make timely payment for the Products according to the agreed terms, Micromix, in addition to any other protection offered by law or by the specific Contract, may suspend outstanding deliveries and apply late payment interest in accordance with Legislative Decree no. 231 of 2002. After 30 (thirty) days from the expiry of the unhonored payment deadline, Micromix may consider every individual existing Contract with the Buyer terminated and demand immediate payment of the entire remaining credit, regardless of any originally agreed deferred payment terms. In the aforementioned event, Micromix may offset its supply credits against its debts related to the collection of any advances. Micromix may also suspend Product deliveries if the Buyer, even if not yet in default, has suffered a decline in financial condition or has failed to provide the promised guarantees. Without prejudice to the suspension of the performance of the single Contract mentioned above, Micromix may withdraw from each individual contract if the Buyer fails to provide suitable security regarding their solvency within 15 (fifteen) days of the request.

10) Retention of Title

The Products covered by each individual Contract shall remain the property of Micromix until the Buyer has made full payment of the price. Until full payment is made, the Buyer shall assume the obligations and responsibilities of a custodian and may not sell, grant for use, or allow the Products to be seized or attached without declaring Micromix's ownership. The Buyer must immediately notify Micromix of such activities/measures via registered mail with return receipt (A.R.) or certified e-mail (PEC).

11) Given the chemical-physical nature of the products:

Weight Tolerance: a quantitative tolerance of +/- 5% compared to the order is permitted. Invoicing will be based on the weight recorded by Micromix's scales. Suitability: the Buyer is required to verify the compatibility of the Products with the intended use before employment.

12) Warranty

Micromix guarantees that the Products are free from faults and defects. The warranty operates within the limits of Art. 1495 of the Italian Civil Code, subject to the further limitations of this article, as well as trade tolerances. Upon receipt of the Products, the Buyer must subject them to a thorough inspection. Should the Buyer detect defects in the Products, they must lodge a complaint with Micromix in writing, under penalty of forfeiture, within 8 (eight) days of receipt and keep the entire batch of material available for Micromix. The complaint must include billing data and a precise description of the claimed defect, accompanied, whenever possible, by photographic images. Should the complaint prove groundless, the Buyer shall reimburse Micromix for the expenses incurred for any inspection (expert reports, travel, etc.). Hidden defects, under penalty of forfeiture of the warranty, must be reported to Micromix in writing within 8 (eight) days from the date of discovery. Any action by the Buyer to enforce the warranty for defects expires in any case within 12 (twelve) months from the delivery of the Products. If the defects reported by the Buyer are verified, Micromix will provide, at its own expense, for the replacement of the defective Products. Where replacement is not possible, the Buyer shall be entitled to a refund of the price paid and reimbursement of shipping costs, excluding any other compensation for direct and/or indirect damages originating from the defectiveness of the Products. Costs related to the return shall be borne by Micromix. Likewise, the Buyer acknowledges and declares excluded from the warranty any fault or defect resulting from incorrect use (e.g.,

inadequate application methods) or from modification or alteration of the Products themselves attributable to the Buyer.

13) "Solve et Repete"

The Buyer may not suspend or delay the payment of the Products for any reason, including alleged faults or defects, without prejudice, of course, to the right to seek recovery (repetition) when they can prove they have paid unduly.

14) Micromix Trademarks and Distinguishing Marks

The Buyer is authorized to use Micromix's trademarks, names, or other distinguishing marks solely for the purpose of identifying and advertising Micromix's Products. However, the use of the aforementioned marks on the Buyer's letterhead, advertising material, or any other material intended for third parties must be agreed upon in writing with Micromix in advance. The Buyer's right to use Micromix's trademarks, names, or other distinguishing marks shall cease 180 (one hundred and eighty) days after the date of execution of the last Contract between the Parties. The Buyer shall inform Micromix of any infringement of Micromix's trademarks, names, or distinguishing marks of which they become aware.

15) Confidentiality Obligation

The Buyer is required to maintain the strictest confidentiality regarding all technical and commercial information learned during each individual Contract. The confidentiality obligation is assumed for the entire duration of the relationship between the parties and for 1 (one) year from the date of execution of the last Contract between the parties. Failure to comply with the confidentiality obligation shall entitle Micromix to compensation for all resulting damages.

16) Applicable Law — Jurisdiction

Each Contract stipulated between the Buyer and Micromix, for matters not expressly regulated by these General Terms and Conditions of Sale, shall be governed by Italian law. Any dispute arising between the parties regarding the interpretation, validity, or execution of each Sales Contract regulated by these General Terms and Conditions of Sale shall be submitted to the exclusive jurisdiction of the Court of Milan.

17) Processing of Personal Data

The parties declare that they mutually authorize the processing of personal data necessary for the execution of each individual Contract concluded between them through the application of these General Terms and Conditions of Sale.

Privacy Policy (GDPR)

18) Pursuant to EU Regulation 2016/679 (GDPR), Micromix S.r.l., as Data Controller, informs that the Buyer's personal data will be processed exclusively for purposes related to the execution of the Contract, accounting/tax management, and legal obligations. Data will not be disclosed to third parties, except for the execution of the service (e.g., carriers, banks, tax consultants). The Buyer may exercise their rights (access, rectification, erasure) by writing to the registered office in Desio.

19) Final Provisions

The invalidity, in whole or in part, of individual provisions of these General Terms and Conditions of Sale does not affect the validity of the remaining provisions. These General Terms and Conditions of Sale may be modified, supplemented, or varied exclusively by Micromix and in writing. These General Terms and Conditions of Sale are drafted in the Italian language; in the event of any discrepancy, the original text shall prevail over any translation.

SPECIFIC APPROVAL (Articles 1341 and 1342 of the Italian Civil Code)

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Purchaser declares that it has carefully read and specifically approves the following provisions of the General Terms and Conditions of Sale set forth above:

Article 1 (Subject Matter and Scope of Application): Micromix's right to unilaterally amend the General Terms and Conditions of Sale and its right to terminate or discontinue the contractual relationship without compensation in the event that such amendments are not accepted;

Article 2 (Formation of the Contract): exclusion of the agents' authority to bind Micromix and limitations on the legal effect of implied conduct;

Article 3 (Subject Matter of the Contract – Product Characteristics): limitations of liability and indemnification in favor of Micromix with respect to fitness for a particular purpose and compliance with foreign laws and regulations;

Article 4 (Delivery Terms): indicative nature of delivery dates and exclusion of the Purchaser's right to claim compensation or damages in the event of delayed delivery;

Article 5 (Delivery Method): exclusion of Micromix's liability for loss of or damage to the Products occurring after delivery on an Ex Works (EXW) basis, and continuation of the Purchaser's obligation to pay the purchase price;

Article 6 (Product Storage): exclusion of Micromix's liability for deterioration of Products stored at its premises;

Article 7 (Products Intended for Export – VAT Regime): Purchaser's obligation to indemnify and hold Micromix harmless against any taxes, duties, penalties or charges arising from delivery of the Products to a destination different from that originally declared;

Article 8 (Force Majeure): Micromix's right to suspend performance of its contractual obligations and to unilaterally terminate the Contract if the force majeure event continues for more than ninety (90) days;

Article 9 (Prices – Payment Terms – Default): Micromix's right to suspend deliveries; express termination clause; forfeiture of the benefit of deferred payment after thirty (30) days of default; right of set-off; and right to withdraw from the Contract in the event of a deterioration in the Purchaser's financial condition;

Article 12 (Warranty): limitation of Micromix's liability, including exclusion of compensation for direct and indirect damages; eight (8)-day time limits for notifying both apparent and latent defects; limitation period for warranty claims reduced to twelve (12) months; and Purchaser's obligation to reimburse inspection costs in the event of an unfounded claim;

Article 13 (Solve et Repete Clause): limitation on the Purchaser's right to raise objections and absolute prohibition against withholding or delaying payment, even in the event of alleged defects or non-conformities of the Products;

Article 16 (Applicable Law – Jurisdiction): exclusive application of Italian law and exclusive jurisdiction of the Court of Milan.

Place and Date: _____

Purchaser's Stamp and Signature: _____