



## **GENERAL TERMS AND CONDITIONS OF SALE ALLEGRINI S.P.A.**

### **1. Premise**

**1.1.** These General Terms and Conditions of Sale (hereinafter, the "General Terms and Conditions") shall apply in full to each purchase order submitted by the Customer (hereinafter, the "Customer" and the "Order") and to all sales contracts concluded between the Customer and Allegrini S.p.A. (hereinafter, "Allegrini" or the "Company", and collectively, the "Sales Contracts"), unless otherwise expressly agreed in writing and signed by both Allegrini and the Customer (Allegrini and the Customer are hereinafter jointly referred to as the "Parties").

The submission or delivery of any Order to Allegrini constitutes the Customer's full and unconditional acceptance of these General Conditions, even where not separately signed. Any general terms and conditions of the Customer shall not be binding upon Allegrini unless expressly approved in writing by Allegrini.

**1.2** Each offer issued by Allegrini (hereinafter, the "Offer") and each update of Allegrini's price lists (hereinafter, the "Price Lists") is subject to the General Conditions published on the Allegrini websites [www.allegrini.com](http://www.allegrini.com) and [www.allegriniamenities.com](http://www.allegriniamenities.com), which shall be deemed incorporated by reference into each Order confirmation and/or Price List update. The General Terms and Conditions shall be deemed accepted upon submission or delivery of the order.

### **2. Orders**

**2.1** Each Order may be subject to acceptance through the issuance of an order confirmation by Allegrini (hereinafter, the "Order Confirmation"), and implies acceptance of the General Terms and Conditions within the period specified therein. An Order shall also be deemed accepted if delivery is carried out by Allegrini without prior issuance of an Order Confirmation. The issuance of a delivery note shall be deemed equivalent to an Order Confirmation.

**2.2** Submission of an Order shall bind the Customer, unless otherwise agreed in writing, to the Prices, Price List terms and General Terms and Conditions in force on the date of the Order Confirmation, or, in the absence of such confirmation, on the date of delivery.

### **3. Order Confirmation**

**3.1.** Where an Order Confirmation is issued, the Sales Contract shall be deemed concluded and binding upon the Parties at the time the Order Confirmation is received by the Customer via email or certified electronic mail (PEC). The Order Confirmation issued by the Company shall define and set out all the final and binding terms and conditions of the Sales Contract, superseding the Order in its entirety. If the Order Confirmation contains additions, limitations or variations compared with the Order, the Customer's shall be deemed to have accepted such changes unless a written objection is notified to Allegrini within 24 (twenty-four) working hours of receipt. The order Confirmation and these General Terms and Conditions shall in any event prevail over any general or special purchase terms or conditions of the Customer. Any written or verbal undertaking by Allegrini employees, staff and/or sales agents shall be null and void unless expressly included in the Order Confirmation or otherwise confirmed in writing by Allegrini.

**3.2** Any requests for amendments or modifications to the Order shall be subject to Allegrini's prior written approval and must be submitted promptly to enable their implementation, including with regard to the Company's organisation and production processes. For the purchase of standard products, such requests must be submitted within 24 (twenty-four) hours; in the case of customised products, the relevant deadline shall be that specified in the applicable Offer or contractual terms.

In such cases, Allegrini reserves the right to extend delivery times and to adjust the applicable prices (hereinafter, the "Prices").

### **4. Prices**

**4.1** The prices of Allegrini's products (hereinafter, the "Products") are quoted ex works (Incoterms in force at the relevant time), unless otherwise expressly agreed in writing by the Parties or otherwise





indicated in the relevant Offer. Payments shall be made directly to Allegrini or to persons expressly appointed by Allegrini. In such cases, or where payments are made to agents, representatives, employees or collaborators expressly authorised by Allegrini, such payments shall not be deemed valid until the relevant sums have actually been received by Allegrini.

**4.2** The applicable prices are those set out in the Price List or in the most recent Offer issued to the customer, and in force at the time of delivery of the Products, together with applicable value-added tax, unless otherwise specified in writing in the Order Confirmation or in another document issued by Allegrini.

## **5. Price List updates**

**5.1** Allegrini reserves the right to update its Price Lists by providing the Customer with not less than 30 (thirty) days' prior written notice. For the updating of the Price Lists, it shall be sufficient for Allegrini to send an email to the Customer with the new Price List, indicating the effective date of the new Price List, which in any case shall not be less than 30 (thirty) days.

**5.2** Special or off-list Offers issued by Allegrini shall in any case remain valid for a maximum period of 30 (thirty) days from the date on which they are communicated to the Customer.

## **6. Payment terms**

**6.1** Unless otherwise agreed in writing, payment shall be made in accordance with the terms specified in the Offer.

**6.2** In the event of late, non, or partial payment by the Customer, Allegrini reserves the right to suspend supply forthwith and/or to terminate all Sales Contracts in force with the Customer, whether or not related to the unpaid amount, without prejudice to Allegrini's right to claim damages. In the event of late, non, or partial payment, default interest shall accrue on all sums due, calculated pursuant to (Italian) Legislative Decree no. 231/2001, without the need for formal notice of default. All receivables shall thereupon become immediately due and payable, with the Customer forfeiting the benefit of any agreed payment terms. No dispute regarding any alleged breach, nor any defence or legal action of any

kind, may be raised or brought by the Customer unless and until the Price has been paid in full. No set-off shall be permitted between the Price payable to Allegrini and any alleged counterclaims of the Customer.

## **7. Delivery**

**7.1** The conditions for shipment and delivery of the products (and, consequently, the related responsibilities) will be specified in each Offer and shall comply with the Incoterms in force at the time. Allegrini shall be entitled to make partial or instalment deliveries of the Products, provided prior written notice is given to the Customer. The delivery terms stated in the Offer are not of the essence terms, unless expressly agreed in writing. Force majeure (industrial disputes and any other circumstances beyond the control of Allegrini, such as, but not limited to, fires, wars, floods, droughts, strikes, breakdowns and failures in production facilities, massive military mobilisations, revolutions, confiscations, embargoes, roadblocks, pandemics, or delays or defects in subcontractor deliveries caused by any circumstances referred to in this clause), or other exceptional or unforeseeable circumstances affecting Allegrini or its suppliers during the production/processing process (such as, by way of example, production delays, non-conformity of the Product with the technical data sheet detected following specific analyses at accredited laboratories, etc.) and/or during loading and/or transport in the case of delivery duty paid (DDP) shipments, suspend the delivery terms, without any liability on the part of Allegrini, which will therefore not be held responsible for delayed and/or non-delivery, and the Customer shall have no right to claim damages. In the case of instalment deliveries, the above provisions shall apply.

**7.2** The risk of loss and/or damage to the Products shall pass to the Customer upon delivery of the Products, in accordance with Article 7.1 above. Following the passing of risk, Allegrini shall bear no liability for any loss and/or damage to the Products. Delayed or failed collection of the Products by the Customer or its agents shall not give rise to any claims by the Customer, nor shall it create any liability for Allegrini (including liability for damage and/or loss of the Products). The Customer shall remain





obliged to pay the full Price in the event of any loss of, or damage to, the Products occurring after risks have passed to the Customer pursuant to this Article 7.

## **8. Warranties**

**8.1** With regard to product characteristics, Allegrini guarantees compliance with applicable legislation and specific product standards in force at the time of the conclusion of the Sales Contract, as well as with the technical standards in force in Europe (REACH Regulation No. 1907/2006 and the European Cosmetic Regulation (EC) No. 1223/2009). The Customer assumes full responsibility for any discrepancy between Italian regulations and those of the country of destination of the Products, holding Allegrini harmless from any claims for damages, penalties, or other economic consequences. Allegrini guarantees the performance of the Products only and exclusively with respect to the uses, purposes, applications, and tolerances expressly indicated in the Offer, also on the basis of any written information provided by the Customer. The Customer is not authorised to use the Products supplied by Allegrini in any manner not compliant with the indications referred to above.

**8.2** Product conformity means that the Products correspond in quality and type to what is established in the current Sales Contract and valid technical data sheet, and that they are free from defects that may render them unsuitable for their intended use. Samples, information contained in brochures, or information resulting from other advertising material are not binding and do not constitute any guarantee of quality in relation to the Products.

**8.3** The Customer undertakes to store and preserve the products as stated in the relevant technical data sheet or according to the specific instructions provided in the Offer or in the Order Confirmation.

**8.4** The Customer is required to check immediately whether the supply is affected by patent defects, as well as whether its qualitative and quantitative characteristics conform to the contractual provisions (hereinafter, "Defects"). The Customer is obliged, under penalty of forfeiture, to contest, within no more than 8 (eight) days from delivery of the Product to the Customer's premises or to the delivery location specified in the Order, pursuant to Article 7

above, any patent Defects in writing and in a detailed manner, attaching appropriate documentation (photographs, etc.) and specifying the Defects identified and the time of their discovery. Any return of defective Products is permitted only with Allegrini's prior written approval.

**8.5** Latent Defects must be contested, under penalty of forfeiture, without delay and in any case within no more than 8 (eight) consecutive days from their discovery, in writing and in a detailed manner, specifying the defects identified and their time of their discovery, and attaching appropriate documentation (photographs, etc.). Any return of defective Products is permitted only with Allegrini's prior written approval.

**8.6** Notwithstanding the provisions of Articles 8.4 and 8.5, in the event that the Parties agree that delivery is to be borne by Allegrini, patent Defects identified after delivery of the Products must be notified to Allegrini in writing within 48 (forty-eight) hours of delivery, or, in the case of latent Defects, within 48 (forty-eight) hours of their discovery, in both cases in a detailed manner, in a detailed manner, specifying the defects identified and their time of their discovery, and attaching appropriate documentation (photographs, etc.). All claims must include the DDT (delivery note) and the carrier's shipping document, duly completed with any notes on missing and/or damaged cartons and identification of the Product. Any return of defective Products is permitted only with Allegrini's prior written approval.

**8.7** In the event of a Defect being contested within the prescribed period and in the manner referred to in the preceding paragraphs, Allegrini will carry out an inspection of the contested Product(s) as soon as it/they are sent to its premises at the Customer's expense. If, following this inspection, Allegrini acknowledges in writing that the Defects are due to a cause for which Allegrini is responsible, Allegrini shall, at its discretion, either repair or replace the Product(s) within a reasonable period, at least equal to the original delivery period, or grant a price reduction, or terminate the Sales Contract.

**8.8** The Customer may request a price reduction or termination of the Sales Contract solely in the event that Allegrini fails to fulfil the obligations referred to in the preceding paragraph.





**8.9.** It is understood that Allegrini shall not be liable for any damages of any kind in favour of the Customer in the cases provided for in this Article 8, and that the remedies set forth in this clause constitute the Customer's sole remedies for Product Defects attributable to Allegrini, without prejudice to any mandatory provisions of the law applicable to the General Terms and Conditions and Sales Contracts. Furthermore, the provisions of Article 9 below remain unaffected.

## **9. Product liability**

**9.1** Without prejudice to the provisions of Article 8 above, any liability for the supply of Products offered free of charge by Allegrini, and in general for any supply, for any damage to machinery or tools used for cleaning the Products, to the items on which the Products are applied and/or to persons using the Products or coming into contact with them, is excluded.

**9.2** In the case of resale, the Customer must not modify the Products and is prohibited from altering in any way their intrinsic and extrinsic characteristics, including, but not limited to, the composition of the substance, accessories, and labelling, including instructions regarding risks to persons, property, and the environment, even in cases of improper use, as well as the integrity of accompanying documentation and packaging.

**9.3** Unless delivery is agreed as delivery duty paid (DDP), the Customer must ensure that the Products are transported and stored in a proper manner and must adopt effective internal procedures to ensure that the transferee, user, transporter, warehouse keeper and particularly the final consumer, are fully informed of the characteristics of the Product, its respective applications, and the risks to persons, property, and environment associated with its handling, in a manner consistent with the intended use, ensuring awareness of the consequences of improper handling. If the Customer considers that an effective system for protecting the integrity of the Products is not in place within the third party's company, they must refrain from transferring the Product and, in any case, prevent its further use and circulation on the market.

**9.4** Under penalty of forfeiture of any right, in particular any liability arising in connection with

handling, storage, use, or the mixing and combining with other Products and devices, as well as the conditions of transfer, regardless of the legal basis, the Customer and all their employees must strictly observe the instructions and guidance contained in the safety documentation, both general and specific to the individual Product, delivered to the Customer prior to the conclusion of the Sales Contract and accepted by them. The Customer is also required to ensure that contractors and third parties comply with the warnings contained in the safety data sheet.

**9.5** If the Customer breaches the requirements set out in the preceding paragraphs, Allegrini shall have no liability for the Product whatsoever and shall in any case be entitled to take recourse against the Customer in order to be indemnified against all claims for damages made against it by third parties, whether in court and out of court.

**9.6** To ensure a continuous and effective exchange of information throughout the entire production and distribution chain of the Products, the Customer is required to immediately report any risks associated with the Products not mentioned in the safety documentation, as well as any defects or harmful events arising from the Products, even if they are identified by third parties. If Allegrini recalls Products due to a defect, the Customer is obliged to cooperate in good faith with Allegrini and to take reasonably practicable measures to ensure the effective protection of the interests of Allegrini, its transferees, users, and the environment.

## **10. Assignment**

**10.1** The General Terms and Conditions and Sales Contracts, as well as the rights and obligations arising from them, may not, in whole or in part, be assigned by the Customer without Allegrini's prior written consent. Allegrini retains the right to assign, in whole or in part, the General Terms and Conditions and Sales Contracts, as well as the rights and obligations arising from them, to third parties, to which the Customer hereby gives their consent.

## **11. Termination**

**11.1** Without prejudice to the other termination scenarios provided for in the General Terms and Conditions, Allegrini may terminate the Sales Contract and the General Terms and Conditions







with immediate effect pursuant to Article 1456 of the (Italian) Civil Code, by notifying the Customer in writing of its intention to terminate, via PEC or registered letter with return receipt, in the event of full or partial non-payment of amounts due by the Customer in accordance with the terms and conditions set out in the Sales Contract and/or the General Terms and Conditions, unless Allegrini chooses instead to enforce performance of the Sales Contract, in which case payment of the amount specified in the Sales Contract remains due, with the delivery deadlines being reset accordingly. In any event, Allegrini's right to claim damages is reserved.

## **12. Data processing**

**12.1.** The Customer declares that they have been fully informed about:

- a) The purposes and methods of processing their personal data.
- b) The mandatory or optional nature of providing the data, and the consequences of refusing to do so.
- c) The categories of recipients to whom their personal data may be disclosed and the scope of such disclosure, specifying that the data will not be publicly disseminated.
- d) The data controller and the details of the data processors.
- e) The rights to update, rectify, supplement, erase, and object to the processing of personal data.

**12.2.** The Customer gives Allegrini their consent to process their personal data for all purposes:

- a) Required by law.
- b) Necessary and/or useful for the fulfilment of obligations under the contracts governed by these General Terms and Conditions.
- c) Marketing, statistical analysis, creation of corporate brochures, internal auditing, business information, credit checks, debt collection, and mailing.

**12.3.** The Customer gives Allegrini their consent to communicate their personal data to entities where such communication is necessary and/or useful for fulfilling obligations under the contracts governed by these General Terms and Conditions.

**12.4.** The consent also covers the disclosure of data to professionals and/or companies performing accounting or administrative data processing tasks on behalf of Allegrini.

**12.5** The Customer gives Allegrini their consent to transfer their personal data abroad to entities where such communication is necessary and/or useful to fulfil obligations under the contracts governed by these General Terms and Conditions, as well as for accounting and/or tax purposes.

## **13. Governing law and jurisdiction**

**13.1** For all matters not expressly governed by these General Terms and Conditions and/or Sales Contracts, the applicable Italian law shall apply.

**13.2** The Court of Bergamo shall have exclusive jurisdiction over any disputes that may arise between the Parties in connection with the General Terms and Conditions, Orders, and/or Sales Contracts.

## **14. Model 231 and Code of Ethics**

The Customer declares and warrants to take appropriate precautions, including training and informing its employees and directors, to avoid conduct, commissions and/or omissions which may result in criminal and civil liability of the Customer and Allegrini, including by way of complicity. For this purpose, the Customer declares that it has reviewed and undertakes to comply with the principles set out in the Code of Ethics and Model 231 adopted by Allegrini, available on the websites [www.allegrini.com](http://www.allegrini.com) and [www.allegriniamenities.com](http://www.allegriniamenities.com) (hereinafter the "Code of Ethics" and "Model 231"). It is agreed that any breach by the Customer, or its personnel, of the provisions of the Code of Ethics and/or Model 231 shall constitute a material breach, entitling Allegrini to terminate the General Terms and Conditions and Sales Contracts unilaterally and with immediate effect, pursuant to and for the purposes of Article 1456 of the (Italian) Civil Code, by notice sent to the Customer by registered letter with return receipt and/or PEC, without prejudice to the right to seek compensation for any resulting damages.

The Customer undertakes to report without delay, by registered letter with return receipt and/or PEC, any fact contrary to the ethical principles, as well as the cessation of any of the conditions or assumptions





underlying the conclusion of the General Terms and Conditions and Sales Contracts.

The Customer represents and warrants:

- That it maintains a system for qualifying its suppliers and collaborators and, in any case, takes all reasonable precautions to ensure that they do not engage in reprehensible conduct, including, without limitation, the exploitation of labour or child labour, receiving stolen goods, money laundering, hiring non-EU workers without residence permits, acts of corruption against public officials or private parties, and breaches of health and safety and environmental protection laws;
- That it is not subject to the situations referred to in Article 9 of (Italian) Legislative Decree no. 231 of 8 June 2001, and that no legal proceedings are pending against it under such legislation.

#### **15. Confidentiality and intellectual property**

**15.1** The Customer acknowledges that, in the context of the cooperation with Allegrini to which the General Terms and Conditions, Orders and related Sales Contracts refer (hereinafter "Cooperation"), they will come into contact with confidential information owned by Allegrini (hereinafter "Confidential Information"). The Customer acknowledges that the Confidential Information is confidential and proprietary to Allegrini and will be kept secret. Such Confidential Information shall not be used for any purposes other than those of the Cooperation. The Customer shall disclose it only to its representatives, meaning directors, managers and employees who are personally involved in the cooperation, require access to it, and are bound to the Customer by confidentiality obligations equivalent to those set out in this Article 15. The Customer shall not disclose any Confidential Information to third parties, publish it, or otherwise make it public, except with the prior written consent of the Company.

**15.2** The Customer shall not, without Allegrini's prior written consent, copy or reproduce any Allegrini material or document that wholly or partly constitutes or contains Confidential Information. Upon termination of the Cooperation, or earlier at Allegrini's request, the Customer shall immediately return all documents containing Confidential Information and destroy any copies, whether on

paper or other media, unless retention is required under applicable law. Within 15 days of Allegrini's request, the Customer shall provide a certificate confirming that the documents and/or reproductions referred to above have been destroyed. The Customer shall remain bound by the provisions of this clause notwithstanding, and after, the return of the documents containing Confidential Information.

**15.3** The Customer shall handle Confidential Information with all reasonable and appropriate measures and precautions to prevent unauthorised disclosure or use.

**15.4** All Confidential Information and the related intellectual and industrial property rights of Allegrini shall remain the exclusive property of Allegrini. Neither the Cooperation nor the disclosure of Confidential Information shall be construed as granting the Customer any licence or other intellectual or industrial property rights over the information and data contained therein. The Customer shall refrain from any action that may compromise or prejudice Allegrini's rights, title, or interests in or relating to the Confidential Information and associated intellectual and industrial property rights.

**15.5** The Customer expressly acknowledges that Allegrini owns all intellectual and industrial property rights in the products, their contents and packaging, as well as in all promotional, exhibition and demonstration materials related thereto. The Customer therefore undertakes not to use these intellectual and industrial property rights for purposes or in ways other than as expressly provided the context of the Cooperation. In particular, the Customer expressly acknowledges that Allegrini owns all rights in the Products' trademarks (hereinafter "Trademarks") and therefore undertakes to: (i) Not use the Trademarks for purposes or in ways other than as expressly provided for in the Cooperation; (ii) Not use or register the Trademarks as a distinctive sign; (iii) Not adopt the Trademarks as a company name, trading name, and/or domain name; (iv) Not register or use names that are similar to, or likely to be confused with, the Trademarks; (v) Not challenge Allegrini's registration or use of the Trademarks.





**15.6** The Customer undertakes to indemnify Allegrini against any loss, damage, claims, or expense, including legal costs, incurred by Allegrini as a result of the Customer's or its representatives' failure to comply with this clause.

**15.7** The provisions of this Article 15 shall take effect upon signature of the General Terms and Conditions and shall remain in effect for the duration of the Cooperation and for five years thereafter, except for provisions relating to Confidential Information, which shall remain in effect until such information enters the public domain.

## **16. Miscellaneous**

**16.1** Any amendment to the General Terms and Conditions and/or Sales Contract shall be valid only if made in writing and approved by Allegrini. The invalidity of any clause in the General Terms and Conditions and/or Sales Contract shall not affect the validity of the General Terms and Conditions and/or the Sales Contract as a whole, which shall be construed and interpreted in their entirety.

**16.2** All communications relating to the General Terms and Conditions and/or Sales Contract must be made in writing and shall be deemed validly delivered if sent via certified electronic mail (PEC) to the following address: [allegrini@legalmail.it](mailto:allegrini@legalmail.it).

Grassobbio, 01/09/2025

Allegrini SpA

