

## TERMS & CONDITIONS OF PURCHASE ORDERS – PASTA LENSI

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**1. OFFER & ACCEPTANCE.** These General Terms and Conditions (Terms and Conditions) govern the future business relationship between Pasta Lenzi s.r.l. (Buyer) and the Seller (Seller) and especially every Purchase Order present or future. The Purchase Order is an offer from the Buyer, which can be accepted by the Seller exclusively without any additions, deletions or other modifications. Any provision of Seller's documents accepting or relating to the Purchase Order which is different from, or additional to, the Terms and Conditions, irrespective of materiality, is objected to in advance and shall be rejected and excluded from the contract resulting from the Purchase Order, unless Buyer expressly agrees in writing to its inclusion in the contract. ACCORDINGLY, IF THE PURCHASE ORDER OR THE TERMS AND CONDITIONS ARE NOT ACCEPTABLE TO SELLER EXACTLY AS WRITTEN, THEY SHOULD BE SPECIFICALLY REJECTED BY THE SELLER AND THEY WILL NOT HAVE EFFECT BETWEEN THE PARTIES. The delivery to Buyer of the goods, products, articles or services (all of which shall be referred to hereinafter as the "Goods") covered by the Purchase Order constitutes, if these Terms and Conditions have not already been accepted separately, acceptance of the Terms and Conditions by Seller. By acceptance, expressed in every way and even implicitly through delivery, Seller agrees to fully comply with the Terms and Conditions.

**2. WARRANTIES.** Seller warrants to Buyer, its successors, assigns, customers and ultimate users of Buyer's products:

(a) **GENERAL.** That the Goods, including packaging, will: (a) conform to the descriptions, drawings, specifications and standards of Buyer, (b) be of good material, quality, design and workmanship, (c) free from defects (or if services, will be performed in a competent manner in accordance with Buyer's directions), (d) will be safe and fit for the ordinary purposes for which the Goods are used and for which Buyer intends; will be merchantable and pass without objection in the trade; will run without variation and be of even kind, quality and quantity within each unit and among all units; and will comply with all federal, state, municipal and local laws, rules regulations, ordinances and directions existing at the time of delivery, and (e) not impart any unintended flavor, odor, or color, and that any color additives used, to the extent required by law, are from batches certified in accordance with the applicable regulations promulgated under European and State Laws as well as, if applicable to the Seller, the U.S. Federal Food, Drug and Cosmetic Act.

(b) **TITLE; INFRINGEMENT.** That the title conveyed to Buyer shall be good and merchantable and its transfer rightful; that the Goods will be delivered free of any security interest, lien or encumbrance; and that the Goods delivered will not infringe, or contributorily infringe, or otherwise conflict with any patent, copyright, trademark, trade name or trade dress of another and will not violate the trade secret rights of another. The foregoing warranties shall be in addition to any implied warranties and any express warranties (whether created by an affirmation, promise, description or sample) given by Seller, shall govern in the case of conflict with said implied or express warranties, shall survive delivery or performance, and shall not be deemed waived either by reason of Buyer's acceptance of the Goods, or by payment for them.

(c) **SAFETY.** Seller must tell Buyer immediately if Seller learn of any potential quality, safety or labeling problem with the Goods supplied by Seller or any potential violation of Seller's obligations contained herein. Seller hereby assigns to Buyer any warranties related to the Goods, or if Seller cannot assign them, Seller agrees to make claims under them on Buyer's behalf at Buyer's request. Seller will ensure that Seller's employees, and agents and subcontractors comply with these Terms and Conditions, and, when on Buyer's premises, Buyer's safety and security requirements.

**3. PRICE; TAXES.** The prices shall include all charges for packaging, crating and transportation to destination unless designated otherwise. The prices for the Goods are not less favorable than the prices charged by Seller to its most favored customers at time of shipment, or during the term of the Purchase Order, for like Goods, taking into account any quantity discount. If no price is specified in the Purchase Order the Goods shall be billed at the price last quoted to Buyer or the prevailing market price, whichever is lower. No charge in addition to the prices will be allowed without the prior written consent of Buyer. Any tax, tariff or duty, which is imposed upon Seller by any governmental authority, is included by Seller in the prices and shall be separately itemized on Seller's invoice(s).

**4. INVOICE; DISCOUNTS.** Seller shall issue a separate invoice (in duplicate) for each shipment made against the Purchase Order. Each invoice must contain the Purchase Order Number, Buyer's Parts Number(s), if any, and quantities. Buyer shall receive Seller's standard or negotiated discount whether or not the discount is shown on Seller's invoice. Unless freight and other charges, where applicable, are itemized, discount will be applied to full invoice amount. The case discount period, if any, begins on the later of: the date of receipt of Seller's invoice; the date of receipt of the Goods; or the date any corrected invoice is received by Buyer. Buyer may withhold disputed amounts until the dispute is resolved, and Buyer may offset any amounts Seller or its affiliates owe Buyer.

**5. PACKAGING & SHIPPING.** All shipping containers shall be packed and packaged to (i) insure safe arrival at the specified destination; (ii) secure the lowest transportation costs; and (iii) comply with the requirements of common carriers. Each shipping container must be marked clearly to show the Purchase Order Number, Buyer's Parts Number(s), if any, and the quantity of the Goods in such container, and an itemized packing list showing all such information must be packed with the Goods. Buyer's count of the shipped Goods shall be conclusive. Buyer will not be responsible for deliveries, which do not correspond to a valid Purchase Order Number. If Seller is required to use a means of transportation more costly than the lowest cost means to meet said delivery date(s), Seller shall bear the additional cost, unless otherwise agreed in writing by the parties. Seller will properly label all units with Seller's name, description of Goods, PO number, and any other identifying information Buyer requires. You will provide accurate and complete information on all shipping and customs documents, including a description of the Goods, country of origin and manufacture, currency, and delivery terms.

**6. DELIVERY.** All deliveries are DAP. The locations are designated on the Purchase Order, unless otherwise agreed in writing by Buyer. In every circumstance, all risk of loss shall remain with Seller until the Goods have actually been received and accepted by Buyer. TIME IS OF THE ESSENCE WITH RESPECT TO ALL PROVISIONS OF THE TERMS AND CONDITIONS. The Goods must be received by Buyer not later than the specified delivery date(s). Buyer has the unconditional right to reject, without liability, any Goods received later than the specified delivery date(s). In the event Seller's timely performance is delayed or threatened by any actual or potential labor dispute, Seller shall immediately notify Buyer of all relevant information with respect to such dispute.

**7. INSPECTION; RESCISSION.** Buyer shall have the right to inspect and test the Goods offered prior to delivery and at the time and place of delivery. Buyer may reject, or revoke its acceptance of, all or any part of the Goods that do not conform to the Terms and Conditions. Rejected or revoked Goods will be held at Seller's risk and expense for not more than 30 days pending Seller's reasonable instructions and, if Seller so instructs, will be returned at Seller's risk and expense. Rejected or revoked Goods remaining in Buyer's possession after said 30 day period may be sold for Seller's account, destroyed or otherwise disposed of by Buyer at Seller's expense. Acceptance of certain Goods by Buyer shall not be deemed a waiver of Buyer's right to revoke said acceptance, reject or revoke future shipments of non-conforming Goods, seek indemnification hereunder, or cancel the Purchase Order. In no event shall payment for the Goods be deemed to constitute Buyer's acceptance thereof or to prejudice any other rights or claims of Buyer. Seller shall remit to Buyer that portion, if any, of the price paid by Buyer for any rejected or revoked Goods together with all transportation charges relating thereto.

**8. CHANGES.** Unless otherwise provided on the Purchase Order, Buyer shall have the right at any time before delivery of all the Goods to make changes in quantities, in drawings and specifications, in delivery schedules, and in methods of shipment and packaging. If such changes cause an increase or decrease in prices or in the time required for performance, Seller shall promptly notify Buyer and an equitable adjustment may be made. Changes shall not be binding on Buyer unless evidenced by a change order issued and signed by an authorized representative of Buyer.

**9. FORCE MAJEURE.** Buyer may delay delivery and/or acceptance occasioned by causes beyond its control.

**10. CONFIDENTIALITY; NONDISCLOSURE.** In the course of performing their obligations under this Agreement, the parties may disclose to each other confidential and proprietary information regarding the party's processes, products, business plans, and other confidential matters. The parties agree that they will not disclose to any third parties such confidential information received from the other party or use the other party's confidential information to its own benefit except in connection with performing under this Agreement or any PO issued thereunder. The prohibition against disclosure of the other party's confidential information to any third party does not apply to (a) information that was known or otherwise available to a party before disclosure by the other party; (b) information that a party to this Agreement authorizes in writing to be released; (c) information is or becomes publicly available other than as a result of a disclosure by the receiving party in violation of this Agreement; (d) information that is or becomes available to the receiving party on a no confidential basis from a source (other than the disclosing party) which is not prohibited from disclosing such information to the receiving party by a legal, contractual or fiduciary obligation; (e) information is developed by the receiving party independently of the confidential information of the disclosing party.

**11. BUYER'S PROPERTY.** If, in the performance of the Purchase Order, Buyer ships to Seller's plant or otherwise places in Seller's control or custody any property of Buyer for repair, inspection or any other reason, Seller assumes all responsibility for loss of or damage to Buyer's property when in Seller's control or custody and agrees to carry adequate insurance for such loss or damage.

**12. INDEMNITY; INSURANCE.** Seller shall defend, indemnify and hold harmless Buyer, its affiliated companies, and its and their directors, officers and employees, against all damages, liabilities, claims, losses and expenses, including without limitation attorney's fees, loss of production time and lost profits, arising out of, or resulting in any way from: any defect in the Goods, any breach of the Terms and Conditions or any expressed or implied warranty, or any negligent act or omission of Seller or of its agents or contractors. Seller agrees to maintain such commercial general liability insurance (including products and completed operations liability, contractual liability and protective liability), automobile liability insurance and workers' compensation insurance and employers' liability insurance in amounts reasonably acceptable to Buyer, as will adequately protect Buyer against such damages, liabilities, claims, losses and expenses, and will ensure Buyer is named as an additional insured. Seller agrees to submit certificates of insurance evidencing such insurance coverage when requested by Buyer.

**13. REMEDIES; WAIVER.** Buyer shall have all rights and remedies specified in the Purchase Order in addition to those specified in the Italian Civil Code, the right to set off and any other remedy allowed by law. All such rights and remedies are cumulative. Buyer's waiver of, or failure to exercise any applicable right or remedy in response to, a breach of the Terms and Conditions by Seller shall not constitute a waiver of any subsequent breach of the same provision or any other provisions of the Purchase Order. No right or remedy of Buyer shall be deemed to have been waived unless such waiver is supported by consideration and is in writing signed by Buyer.

**14. CANCELLATION; TERMINATION.** In addition to its other rights hereunder, Buyer reserves the right to cancel the Purchase Order or any part hereof at any time on notice to Seller if Seller breaches any of the Terms and Conditions including, without limitation, Seller's failure to meet the specified delivery dates or delivery of any non-conforming Goods. Buyer also reserves the right to terminate the Purchase Order or any part hereof for the sole convenience of Buyer. Seller shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work, and Seller shall be paid a reasonable termination fee consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination. Such fee shall be Seller's only remedy for such termination. Seller shall not be paid for any work done by Seller's suppliers or subcontractors, which Seller could reasonably have avoided.

**15. EQUAL OPPORTUNITY.** To the extent applicable, the equal employment opportunity clauses of any and all European and Italian laws, rules and regulations applicable to the hiring of disabled people and to the hiring of individuals with physical or mental handicaps are incorporated herein by this specific reference.

**16. COMPLIANCE.** Seller shall comply, in the manufacture, sale and delivery of the Goods, with all the European and Italian laws, regulations, and rules, included, if applicable to the Seller, the U.S. Federal Food, Drug and Cosmetic Act, the Occupational Safety and Health Act, the Fair Labor Standards Act, the Foreign Corrupt Practices Act, and, if applicable to the Seller, all other federal, state, and local laws, regulations, rules and ordinances, to the extent applicable, including the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65), as amended, and Seller warrants that the Goods either do not contain any chemicals known to the state to cause cancer or reproductive toxicity into water or onto or into land where such chemical passes or

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probably will pass into any source of drinking water or the quantity of chemicals at the time the Goods are delivered poses "no significant risk" to cause cancer on evidence and standards which form the scientific basis for the listing of the chemical as known to the state. Seller shall comply with Buyer's Code of Ethics as it may be revised from time to time, which can be found at [www.pastalensi.it](http://www.pastalensi.it). Seller shall furnish certificates of compliance with any of the foregoing upon Buyer's request. Seller shall be in compliance with, and shall require its subcontractors and any person under its control to comply with, all applicable local, state, national, and international laws, rules and regulations relating to ethical and responsible standards of behavior, including, without limitation, those dealing with human rights (including, without limitation, human trafficking and slavery and conflict mineral sourcing), environmental protection, sustainable development and bribery and corruption. Seller certifies that it has adopted and implemented appropriate and effective policies to ensure compliance with these obligations, including:

1. Employment Practices

- A. Minimum Age for Employment - Seller will not employ anyone under the legal working age as defined by local law.
  - B. Forced Labor - Seller will not use forced or involuntary prison labor.
  - C. Abuse and Harassment - Seller will not use corporal punishment or other forms of physical or sexual harassment or abuse of their employees.
  - D. Discrimination - Seller will not discriminate on the basis of any condition or characteristic which is protected by applicable law or regulation. Buyer is an equal opportunity employer and requires the Seller is an equal opportunity employer as well under all the applicable laws or regulations. **These regulations prohibit discrimination against employees or applicants based on (if applicable to the Seller, their status as protected veterans or) individuals with disabilities, and prohibit discrimination against any employee or applicant because of race, color, religion, sex, sexual orientation, gender identity, disability or national origin. These regulations require that employers take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, sexual orientation, gender identity, protected veteran status (if applicable) or disability and that employers do not discharge or in any other manner discriminate against any employee (with the limited exceptions provided by the law) or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant.** The parties also agree that, as applicable, they will abide by the provisions recognizing employee rights under European and Italian labor laws as well as, if applicable to the Seller, U.S. federal labor laws. To the extent applicable and if Seller is not exempt, Seller also agrees to comply with European, Italian as well as, if applicable to the Seller, U.S. federal regulations, as amended, pertaining to nondiscrimination and affirmative actions.
  - E. Seller shall also comply, unless exempt, with any applicable state laws pertaining to nondiscrimination and affirmative action.
  - F. Freedom of Association - Seller will recognize and respect each employee's right to associate with any legally sanctioned organization. The rights of labor unions must be respected.
  - G. Work Hours, Work Week and Payment of Wages - Seller will comply with all applicable local laws.
  - H. Health and Safety - Seller will provide employees with working conditions that are in compliance with all applicable laws and regulations regarding worker health and safety.
2. Business Integrity
- A. Seller will promote honesty and integrity in its business conduct by raising ethical awareness among its employees and providing direction and education on ethical issues.
  - B. Seller certifies that, in performing work under any agreement with Buyer, on behalf of itself and its affiliates, partners, owners, officers, directors, employees, and agents, understands the terms of the Foreign Corrupt Practice Act of 1977, as amended, and, in any case, has not and will not pay, offer, or promise to pay, or authorize the payment, directly or indirectly, of any monies or anything of value to any government official, government employee, political party, or candidate for political office for the purpose of influencing any act or decision of such person or of the government to obtain or retain business, or direct business to any person, and Seller has not and will not pay or accept bribes, arrange or accept kickbacks, or participate in illegal inducements in business or government relationships.

3. Environment and Sustainability.

A. Seller will work to continuously improve its environmental performance by setting and then working toward quantifiable goals that reduce the environmental impact of its activities.

B. Seller will be expected to comply with applicable environmental laws and regulations in their operations and to develop and implement plans and programs to correct any non-compliant practices.

Seller will be expected to certify its compliance with this Policy at Buyer's request and to authorize Buyer and its designated agents (including any third parties) to engage in monitoring activities, including on-site inspections based upon reasonable notice. Seller agrees that Buyer may audit Seller in order to verify compliance with the terms herein or any agreement with Buyer. At Buyer's option, Buyer may select an independent third party to conduct the audit on Buyer's behalf in order to certify to Buyer that no breach has occurred or will occur. Seller shall fully cooperate at no additional charge to Buyer, in any audit conducted by or on behalf of Buyer.

4. Obligation to comply with the Code of Conduct of the Buyer's "Modello 231"

The signing of these General Terms and conditions requires that Seller complies with the provisions of Italian D. Lgs. 231/01 and with the Buyer's Code of Ethics in order to prevent employees and agents from committing illegal behaviors of, whilst performing their respective activities. Failure to comply with the provisions of such D. Lgs. or of the Buyer's Code of Ethics during any activity carried out in the name and on behalf of Buyer, and in any other situation potentially at risk of committing a crime, is considered as an illegal behavior and formally condemned as contrary to both the law and the ethical and social principles adopted. In application of the disciplinary system adopted, the violation of the provisions of the Code of Conduct carried out by agents and third parties, could determine the immediate termination of the contractual relationship pursuant to article 1456 Italian civil code. The Buyer shall be entitled in any case to the right of compensation of all the damages suffered.

**17. INDEPENDENT CONTRACTOR.** The Purchase Order does not create a partnership or joint venture between the parties. Each party is an independent contractor, has no authority to bind the other party, and is solely responsible for its respective employees, contractors and subcontractors.

**18. ENTIRE AGREEMENT; SEVERABILITY; SURVIVAL.** Except when issued pursuant to a separate written contract between the parties, the Terms and Conditions, the Purchase Order and any of Buyer's schedules attached hereto, constitutes the entire agreement between Buyer and Seller. The Terms and Conditions cannot be changed, modified, or superseded except by written instrument signed by a duly authorized representative of Buyer. If any part of the Purchase Order cannot be legally enforced, it shall not affect the other provisions of this Agreement, which shall remain in full force and effect. The completion or cancellation of any Purchase Order will not affect any rights and obligations of any party that by their nature should continue.

**19. ASSIGNMENT; INVALIDITY; GOVERNING LAW.** Seller may not assign or transfer to any party its obligations under the Purchase Order without the prior written consent of Buyer. The invalidity of any provision of the Terms and Conditions shall not affect the validity of any other provisions hereof. The Purchase Order, and the transaction in connection herewith, shall be governed by the laws of the Italian Republic. Each party irrevocably submits to the sole and exclusive jurisdiction of the civil court of Brescia, Italy.

**20. AUDIT.** Buyer may audit any of Seller's facilities and records involved with any PO issued under these Terms and Conditions to evaluate Seller's quality and food protection procedures and compliance with specifications ("Quality Audits"), and to verify that pricing, pass through costs, reimbursable expenses, or other financial provisions conform to these Terms and Conditions or any PO thereunder ("Financial Audits"). Buyer may conduct Quality Audits and Financial Audits itself or through third-party representatives, that Buyer selects or that Seller selects from Buyer's pre-approved list, and Seller will not request any auditor to sign an additional agreement in order to conduct the audit.

**21. NOTICES.** Any notices or other communication (other than payments) required or permitted to be given to any party hereto shall be personally delivered or sent by first class mail, certified, to the address shown on the front of the Purchase Order or a different address which shall have been previously furnished in writing by that party. Such notice shall be deemed served at the time personally delivered or three (3) business days after the date mailed.

**22. RESTRICTIVE CLAUSES:** Pursuant to Articles 1341 and 1342 of the Italian Civil Code the Seller represents to have read and expressly approved the clauses in articles: 2. WARRANTIES, 7. INSPECTION; RESCISSION, 8. CHANGES, 12 INDEMNITY; INSURANCE, 13. REMEDIES; WAIVER, 14. CANCELLATION; TERMINATION 16. COMPLIANCE and 19. ASSIGNMENT; INVALIDITY; GOVERNING LAW.

Seller represents, warrants and covenants that any and all products provided to Buyer pursuant to the Purchase Order shall have been produced at a registered or approved facility if and as required either by European Regulation 852/2004 and 853/2004, as amended, or, if applicable to the Seller, Section 305 of the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (the "Act"). All of Seller's representations, warranties and covenants shall be continuing and shall survive the expiration or termination of the Terms and Conditions and of the Purchase Order.

The Seller declares that he received the notice of Privacy and agreed on the treatment of his personal data according to General data Protection Regulation 2016/679 (GDPR).

SIGNATURE

DATE

FOR ACCEPTANCE