

GENERAL CONDITIONS OF CONTRACT

1. Definitions

- "FOOD CONTACT CENTER. SRL" with head office in Via Vecchia Provinciale Lucchese 19e Fraz. Stazione Masotti 51030 – Serravalle Pistoiese (PT) Italy. Code and VAT 01898850472
- "ORGANIZATION or CLIENT": the party with whom FOOD CONTACT CENTER is stipulating the Contract and to whom these General Conditions apply.
- "SERVICES": testing / inspections / sampling / monitoring / training / technical assistance by FOOD CONTACT CENTER as specified in contractual documentation.
- "OFFER": Proposal submitted in written form by FOOD CONTACT CENTER to the Organization or Client.
- "CONTRACT": written acceptance by the Organization or Client of these "General Condition" and of Regulations applicable to the service(s) rendered. These Regulations form an integral and substantive part of the general Conditions of Contract and can be requested directly to FOOD CONTACT CENTER
- "ORDER FORM": form included in the offer. The Client or the organization have to fill, sign this form to accept the offer.

2. Purpose

- 2.1 The General Conditions of contract herein are exclusively intended to govern the services offered by FOOD CONTACT CENTER, as defined within the Contract itself; any service not defined therein (even if the subject of verbal negotiations) shall be deemed expressly excluded.
- 2.2 In the performance of its services, FOOD CONTACT CENTER reserves the unchallengeable right to make any modifications that it deems necessary to improve its performance, or that are required by amendments introduced in the relevant Regulatory Documents or in the Accreditation Authorities' regulations.
- 2.3 Any modifications requested by the Organization or Client in the services of FOOD CONTACT CENTER and/or affecting its own orders as a result of proven unexpected circumstances shall be evacuated by FOOD CONTACT CENTER on a case-by-case basis, and shall be the subject of specific written agreements between the parties.
- 2.4 The contract shall not be transferred without the written consent of FOOD CONTACT CENTER.

3. Access to information

- 3.1 The Organization or Client shall lend Food Contact Center all the support it needs in the performance of the service covered by this Contract, including the provision of all documentation authorizing access to the areas involved in the above-mentioned performance.
- 3.2 The Organization or the Client shall be held responsible for any insufficient/inaccurate information and/or documentation provided to FOOD CONTACT CENTER.
- 3.3 The Organization or Client shall be held responsible for any failure to collaborate on this own part and/or of its external or third-party collaborators.

4. Terms and Condition

- 4.1 FOOD CONTACT CENTER and the Organization or Client undertake to observe the provision set out in the Contract, in the Regulation and in the periodic revisions of the same, which shall be made available to the Organization or Client in the manner established by FOOD CONTACT CENTER.
- 4.2 The duration and terms of the services commissioned to FOOD CONTACT CENTER shall be deemed to be indicative and not binding for FOOD CONTACT CENTER; in any case nothing shall be due to the Organization or Client in case of failed or delayed of certifications or test report.

5. Consideration

- 5.1 Consideration payable by The Organization for services rendered by FOOD CONTACT CENTER will be based on FOOD CONTACT CENTER's current price list, and will be indicated in the Offer, which is deemed an integral part of the General Conditions herein.
- 5.2 FOOD CONTACT CENTER reserve the right to re-examine and modify its prices on an annual basis, and in any case in the event of proven increases in the costs of the services required.
- 5.3 Our monthly minimum amount invoiced is € 100,00 + VAT.
- 5.4 These amounts are named to be net of Value Added Tax (IVA).

6. Payment

- 6.1 Invoices shall be paid unconditionally at thirty days end of the month invoice date by bank order by wire transfer, unless otherwise provided the offer.
- 6.2 In case of delayed or failed settlement of the invoice(s) at the agreed due dates, FOOD CONTACT CENTER, without prejudice to its entitlements set out in points 15.1 (activities for contract resolution) and 15.2 (suspension of service) below – will charge default interest as per Legislative Decree 9.10.2002 n. 231.
- 6.3 If, for any reason, the Organization should fail to carry out its order after this has been confirmed and within 20 days from the date has been agreed, FOOD CONTACT CENTER reserves the right to charge the amount of the activity planned.
- 6.4 The Organization or Client shall not suspend the settlement of invoices for alleged noncompliance to the Contract of the services rendered by FOOD CONTACT CENTER, in particular, no objection to single amounts indicated in invoice shall entitle the Organization to suspend the payments of that invoice for any reason whatsoever.
- 6.5 Should the service rendered fall within those regulated by art. 3 of law 13.8.2010, n. 136 and additional amendments (Traceability of Financial Flows), FOOD CONTACT CENTER undertake to observe and to call upon all other interested parties to observe the supply specifications and any additional contractual agreements.

7. Responsibility

- 7.1 FOOD CONTACT CENTER is not responsible of the representativeness of the sample to the lot of reference and / or to the context from which it has been collected in case the tests are made on sample collected by the Organization or by the Client. In the same way FOOD CONTACT CENTER is not responsible of the accuracy of the information given by the Client or by the Organization.
- 7.2 Except in case of malice, FOOD CONTACT CENTER shall not be held liable for its employees or collaborators for any of the following:
- a) damage or loss suffered by the Organization or by third parties caused during the performance of sampling test or other activities;
 - b) inability to fulfill their commitments owing to unexpected and unavoidable circumstances;
 - c) certificates and / or test reports not being recognized as valid by third parties;
- 7.3 FOOD CONTACT CENTER shall be held harmless, even against third parties, for any claim for damages – direct or indirect – caused by the Organization's labor force or by its third-party collaborators, by malfunctioning equipment, system machinery belonging to the Organization, or for facts in any way imputable to the same.
- 7.4 FOOD CONTACT CENTER shall be liable for any direct damages suffered by the organization in the presence of a definitive and irrevocable judgment, or arbitral award, ascertaining that the damages are a direct consequence of FOOD CONTACT CENTER malicious or severely negligent conduct in its performance of services covered by the Contract, with the exclusion of any indirect and / or consequential damage. FOOD CONTACT CENTER responsibility shall in any case be restricted to the value of the single Contract.
- 7.5 With regard to the tests aimed at the conformity of Food Contact Materials, FOOD CONTACT CENTER specifies that the responsibility in the risk assessment and testing plan, and the consequent compliance of the object is up to the client, as the law provides.

8. Faculty to use external resources

- 8.1 In the performance of the services covered by this contract, FOOD CONTACT CENTER shall be entitled to make use of its own employees as well as third parties operating on its behalf.
- 8.2 FOOD CONTACT CENTER may subcontract tests to suitably qualified external laboratories if it is not possible to carry them out internally, subject to the customer's explicit authorization.

9. Privacy Policy (R.G.P.D UE 2016/679)

- 9.1 The Client declares to have received the information pursuant to Legislative Decree No. 101 of August 10, 2018, and grants consent to FOOD CONTACT CENTER, within the limits provided, for the processing of their personal data in accordance with the applicable legislation on privacy and data protection. Such data may be used by FOOD CONTACT CENTER and its collaborators in relation to the requested services, as well as for purposes instrumental to those services.
- 9.2 The Customer declares and guarantees that all the information that is communicated or of which FOOD CONTACT CENTER will in any case be aware during the execution of the service, are communicable to the latter; therefore, in case of dispute or action of a third party, the Customer will hold FOOD CONTACT CENTER indemnified and indemnified from prejudicial consequences.
- 9.3 FOOD CONTACT CENTER assures that all technical data, production method, and any other confidential information acquired in the performance of its services will be treated confidentially and used exclusively for contractual purposes.
- 9.4 In any case the above-mentioned restriction will not apply to FOOD CONTACT CENTER with regard to information that is or will be in the public domain.
- 9.5 In order to guarantee confidentiality, FOOD CONTACT CENTER's personnel involved in the above-mentioned processes will be required to sign a formal confidentiality agreement.
- 9.6 The obligation set forth in this article will remain in force for the entire validity of the Contract and for a further two years after the date of its conclusion.

10. Health and Safety protection

- 10.1 The Organization is required to provide FOOD CONTACT CENTER with all the necessary information or any risks specific to the place of work in which FOOD CONTACT CENTER and its collaborators will perform the contractual activities, and on the prevention and emergency measures adopted. In addition, the Organization undertakes to coordinate and cooperate with FOOD CONTACT CENTER for safety and prevention purposes pursuant to Legislative Decree 81/08.
- 10.2 The Organization will also be liable with the respect to FOOD CONTACT CENTER's personnel in case of violation of the provisions of this article.

11. Code of Ethics and Legislative Decree 231/01

- In the performance of its services, FOOD CONTACT CENTER, is committed to guaranteeing an ethical approach, based of clear principles of correctness, transparency and impartiality and, in line with its corporate policy, has developed an Organization, management and Control Model respectful of the above-mentioned legislation.
- Food Contact Center has available its Code of Ethics, deemed to be an integral part of these General Conditions, which the Organization hereby undertakes to respect.

12. Property Rights

- FOOD CONTACT CENTER shall retain property rights over appraisals and/or reports, results of tests, calculations, and all technical documents drawn up by Food Contact Center. Under its own responsibility, the Organization will be entitled to use the above-mentioned documents exclusively for their intended purposes.

13. Laboratories

- For the execution of analysis services, FOOD CONTACT CENTER utilizes the analysis laboratory located at Via del Redolone 65 – 51034 Serravalle Pistoiese (PT), Italy, or the one located at Via Aldo Moro 16, 25124 Brescia, depending on the test required.
- 13.1 Access to the lab
The laboratory accepts visitors after specific request and approval of the general direction.

Food Contact Center s.r.l.

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Operation site & Laboratory

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R&D Pilot Plant
Via Enrico Pestalozzi 63, 51100 Pistoia
Laboratory Brescia
Via Aldo Moro 16, 25124 Brescia - Italy
Site Cuneo
Via Roma 64, 12100 Cuneo - Italy

Legal Address

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Lucchese 19e Fraz. Stazione
Masotti 51030 – Serravalle Pistoiese (PT) Italy

14. Analysis carrying-out

Samples delivery: if not differently and expressly agreed, the material to submit for analysis is delivered to Laboratory to Customer's or to charges person's care. Food Contact Center declines any responsibility for way of sampling, transport and delivery of the sample till its arrival to laboratory (for sampling made by Clients). FOOD CONTACT CENTER provides information about methods of sampling, registration, container to use, storage of samples collected by the Client self. The collection of material to test by Client's domicile, or by another place indicated by him/her self, to Food Contact Center staff's or to charged people's care, can become a further performance, object of separated cost to be added to Food Contact Center price-list, that is to be intended as free of laboratory- charge. In case of collection as above written, Food Contact Center guarantees the transport to laboratory takes place in such conditions to ensure the preservation of chemical, physical and microbiological features that the material presented at its take-over. Client must inform FOOD CONTACT CENTER of risks about the material to examine, identifying dangers related; besides he/she must point the correct sampling methods (removal, reduction, protection) efficaciously out. Analysis start date: in general, and if not expressly established and/or differently regulated, analysis will begin within 2 working days after sample take-over, without prejudice to burden of Food Contact Center to guarantee suitable treatments for storage of test sample. "Acceptance" has to be intended as the take-over of material that Food Contact Center is requested to requested to analyze.

Preservation of sample and counter-sample (or reserve sample) After receiving the material to test, Food Contact Center Laboratory guarantees its preservation according to appropriate methods to maintain chemical, physical and microbiological conditions. If not differently agreed, Food Contact Center acquires the property of delivered sample; Client may not ask for it back or for how remains after analysis. What remains from food samples and form not perishable samples submitted to analysis (residual sample) is kept, for a period of 60 days from the date of sample acceptance. Samples are wasted only after the end of the test and the test report has been sent to the customer.

Any counter-sample (or reserve sample) is kept by Food Contact Center according to appropriate methods to guarantee the maintenance of chemical, physical and microbiological original conditions, for a period of 60 days. Food samples or other perishable matrices are stocked in freezer for 60 days from the acceptance date. After the indicated term, Food Contact Center has the faculty to destroy the sample, or rather to give it to the third parties for suitable disposal.

Test reports: Test reports are issued by Food Contact Center laboratory in only one copy in electronic form and digitally signed.

Issue of possible duplicates in paper form, on Client's demand, is object of additional charge. Test Reports are issued in compliance with general rules on laboratories acknowledgement. Test Reports format is predefined by Food Contact Center.

Issue of Test reports according to tailor-made formats must be put into writing; if such customization is allowed respect to general rules on laboratories acknowledgement and is technically possible, it deals with an additional performance and its corresponding amount will be previously agreed along with the Client. If not differently agreed, Client is provided with Tests Reports via e-mail. Test Reports can be shipped by other means instead of telematic ones; such a performance, to be considered as additional, can involve a price increase.

The duplication, even partial, of test reports is prohibited without prior written authorization from FOOD CONTACT CENTER.

FOOD CONTACT CENTER retains an electronic copy of the test reports for 10 years.

The Client acknowledges that all activities covered by accreditation shall be managed as accredited, unless explicitly requested by the Client to the contrary. In this case, the Customer's request must be clearly indicated in the contractual agreements. The Customer also acknowledges that in cases where accreditation is mandatory or when test reports are to be provided to a third party it is not possible to agree on the execution of activities as non-accredited. In the event that the laboratory does not know a priori the destination / use of the Test Reports by its customers, it is established in the contractual phase that in case of non-use of the Accredia Brand, the RDPs are not covered by Accreditation and cannot be provided to third parties.

Information on the meaning of accreditation and use of the ACCREDIA brand
The Food Contact Center Srl analysis laboratory is ACCREDIA accredited with no. 01547 (Testing).

The updated list of tests under accreditation can be consulted directly on the ACCREDIA website (<https://www.accredia.it/banche-dati/>) under the heading "Accreditations/Test laboratories", by entering the laboratory number.

Meaning of Accreditation

ACCREDIA, is for Italy, the body that verifies the technical and organizational competence of laboratories in carrying out tests and/or calibrations. ACCREDIA accreditation relates to the tests for which the Laboratory has requested and obtained accreditation and for these it ensures both the technical competence of the personnel and the adequacy of the equipment and the structure in which they are performed. These skills are periodically verified through spot checks on the tests subject to accreditation and on the quality management system. ACCREDIA guarantees that the Laboratory is able to carry out the tests subject to accreditation according to the provisions of the relevant standards or test methods but cannot be responsible for the results of the tests themselves. Accreditation relates only to tests for which the Laboratory has requested and obtained accreditation and cannot be used for product certification.

The Customer has the right to view the agreement between Food Contact Center Srl and ACCREDIA and the provisions contained in the ACCREDIA documents.

Use of the Trademark

Customers of accredited laboratories cannot use the ACCREDIA brand in the documentation concerning a product, or be reported on a product. It is permitted to attach a copy of the test report. For further information on the use of the trademark and/or the other requirements by the Clients of the Accredited Laboratories, see the Accredia General Regulation "RG-09" available on the website <http://www.accredia.it> in the documents secti

Other services related to test reports: any further request by the Customer, in any way connected to the issuance of the test report (opinions, interpretations, reports, comments, comparisons with legal limits and / or specifications, etc.) constitutes an ancillary service and may be subject to separate charge.

Any reviews are evaluated at the request of the customer. The judgment of conformity refers to current legislation (or to limits provided by the customer in the case of specifications). In the formulation of the judgment, the measurement uncertainty is not applied to the result if an analytical tolerance is also associated with the reference limits (e.g. global migrations). As a general rule of thumb about measurement uncertainty, the laboratory compares pure numbers. In this case, based on the risk analysis and assuming that the estimate of the measurand has a normal probability distribution, the risk of false acceptance or false rejection is up to 50%. The sample will be declared as FAIL if even a single parameter does not comply with the corresponding regulatory reference, provided that the client requests the PASS/FAIL statement on the test report.

All information contained in the test report refers exclusively to the material subjected to analysis and the parameters analyzed and does not constitute inspection and / or product certification.

Complaints: FOOD CONTACT CENTER does not accept written complaints after 8 (eight) days from the date of receipt of the test report.

15. Suspension and withdrawal of certificate

15.1 FOOD CONTACT CENTER shall be entitled to suspend the fulfillment of its obligation of its obligations (according to art. 1456 Civil Code) sending to the Client a written statement by means of registered letter or by fax, in the following cases:

- if the Client is over 15 days late in the settlement of outstanding amounts (art.6); in case of periodic performances Food Contact Center shall be entitled to suspend the implementation of the performances to be done until the payment;
- if the organization has failed to fulfill contractual obligations undertaken as per art.2.5 (prohibition to transfer the contract) 10 (Health and Safety protection), 11 (Code of Ethics);
- if the Organization becomes notoriously insolvent, is put into liquidation, winds up its business, makes a composition with creditors, in court or out of court, or is declared bankrupt;

In case of Contract termination all amounts paid by the Organization FOOD CONTACT CENTER will remain definitively with Food Contact Center.

Furthermore, the organization shall immediately settle the amounts of all invoices issued, without prejudice to FOOD CONTACT CENTER right to request an additional 25% of the amount of the offer by way of penalty and claim greater damages.

15.2 In any case FOOD CONTACT CENTER shall be entitled to suspend the fulfillment of its obligations under this Contract in the following cases:

- if the Organization is over 15 days late in settlement of outstanding amounts (art. 6);
- If the Organization fails to inform FOOD CONTACT CENTER prompt of any pending disciplinary action (Public Authority, legal / judicial and/or criminal against it for any reason whatsoever; or accidents or serious injuries regarding the management system /product/service/plant subject of the service performed by FOOD CONTACT CENTER;
- if the organization infringes the provisions of art. 10 (Health and safety Protection).

16. Competent Court

All disputes arising from this contract shall be settled by arbitration procedure under the Rules of Arbitration of Pistoia Chamber of Commerce. The Arbitration Court shall consist of a sole arbitrator, nominated in compliance with the Rules of Chamber of Commerce self and will decide according to the law and in compliance with Civil Code mandatory rules. If the dispute object is an amount over € 50.000.00 (fifty thousand/00), arbitral tribunal will be composed of three arbitrators instead of an only one, two of whom appointed respectively by each party and the third one, who will act as Chairman, appointed by the already nominated arbitrators by mutual agreement or, if there is no agreement, by the Pistoia Chamber of Commerce. In any case Italian law will be applied.

17. Final Provisions

17.1 These general conditions may be subject to modifications as required by subsequent legal and/or regulatory obligations. No modifications will be effective without the parties' approval in writing.

No delay or failure of one of the parties to exercise a right or faculty shall constitute a waiver of its right to exercise such right or faculty at any later time.

17.2 The nullity and/or invalidation and/or ineffectiveness of conditions of clauses – or parts thereof – contained in these general Conditions and /or Regulations shall not constitute the nullity and/or ineffectiveness of the other clauses or conditions.

Null and/or invalid and/or ineffective conditions or clauses, or parts thereof, shall automatically be replaced by conditions or clauses that are deemed valid and effective, in accordance with the parties' purposes and intentions.

17.3 Immediately upon accepting the Offer, the organization shall indicate its postal and email address, to Food Contact Center and fax numbers, and the name of the contact person to whom Food Contact Center will send all communications and official documents, with full and final legal and contractual value. Any subsequent change of these data shall not be enforceable unless promptly communicated to Food Contact Center in writing.

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