

ECONOMIC CONDITIONS

- The prices quoted in the bid are "per sample" and exclusive of VAT. , according to the period of validity of the offer itself.
- Minimum billable € 120.00

STANDARD CONTRACT TERMS

1. DEFINITIONS

Standard contract terms. All contractual terms in this document.

Additional contractual terms. Specific contractual terms agreed with the Customer and stated in the Offer.

Terms for Services. All contract terms stipulated in these Standard Contract Terms as well as, where provided, all Further Contract Terms.

Production Lot. A numeric or alpha-numeric combination that unambiguously identifies the lot (with the possible use by way of example but not limited to the following Terms: "Lot," "Batch," "Lot" "L," "Cod.").

Test Report. A document listing the tests performed, reference methods, acceptance criteria (where applicable), results and measurement uncertainty, with respect to the analysis of a sample.

Procedure. A written and authorized document, including in the form of an instruction, used to carry out specific technical or managerial operations.

Standard and reference material. Material taken as a reference for its purity and used in carrying out an analytical method.

Analytical method. Set of instructions that must be followed to perform an analysis.

Offer. A document, sent by Prochemia to the Client, setting out the terms and conditions of the service requested by the Client. Includes the methods used, prices, and period of validity of the Offer.

Order. Any service, resulting from an Offer, commissioned from Prochemia and/or any other consultancy requested from the laboratory via the appropriate Analysis Request Form.

2. PURPOSE AND OBJECT

2.1 All orders and contracts executed by Prochemia shall be governed exclusively by these Standard Terms of Business and Additional Terms of Business (where present in the Offer). By accepting the Offer pursuant to Section 3.1 hereof, Customer shall be bound by the terms and conditions hereof.

2.2 Any changes requested by the Client about these Standard Terms and Conditions of Service must be discussed and approved by Prochemia, by written form.

3. ORDERS AND OFFERS

3.1 Acceptance of the Offer

- The Offer proposed by Prochemia will be valid until the term indicated in "Validity of the Offer."
- The Offer shall be deemed accepted in the following cases:
 - By sending a signed copy of the Bid to Prochemia;
 - By directly sending samples for analysis to the Prochemia laboratory.

In case of acceptance of the Offer, all the General Terms and Conditions for the Provision of Services in this document, as well as the Additional Contract Terms stated in the Offer itself, shall also be deemed accepted.

Each Order arriving at Prochemia will only be accepted if it has the appropriate Analysis Request Form duly completed and will be considered confirmed from the moment that sample acceptance takes place. For Orders placed via web portal or through the Excel Analysis Form, samples must be accompanied by the appropriate Form bearing the document number and date of pre-acceptance.

- Each new Order constitutes a new contract, without affecting the validity of the current Offer.
- The analysis of each sample will be considered finished when Prochemia sends the complete Test Report in PDF format, even if not digitally signed.
- The validity of the Offer may be terminated by Prochemia in the following cases:
 - when the Client has used or is using the Test Report improperly;
 - when, in Prochemia's sole discretion, the Customer's financial status and/or credit situation hinders its solvency;
 - in case of non-payment or late payment, according to this agreement, Prochemia's Administration will send a missive, including by e-mail, to the Client in order to invite him/her to fulfill his/her obligation. In case of further non-payment, Prochemia reserves the right, at its own discretion, not to accept new Orders from the Customer until it has made the payment due.

In the above cases, the return of samples by Prochemia is not due and, if performed, will be at the sole cost and expense of the Client.

Under no circumstances shall Prochemia be held liable for loss of or damage to the samples and/or shall not be held liable for failure to fulfill its obligations.

3.2 Changes to Orders and Offers

- Prochemia reserves the right not to accept changes and/or additions to the description of submitted samples.
- In case of any discrepancy between the description given in the sample sent to the laboratory and the description given in the Analysis Request Form (e.g. lot no., designations, etc.), the sample will be identified with the description given on the latter.

- Prochemia has the right, at its own discretion, to accept or reject requests for changes to already accepted samples. Should the change request be accepted, the Client shall bear the additional costs established by Prochemia according to the relevant changes requested.
- In the absence of a different agreement between the parties, the Client, following the sending of the samples to the laboratory (art.3.1) is obliged to accept the Test Report in the agreed terms and manner and to pay the relevant amount.

4. DELIVERY TIME AND DELIVERY CONDITIONS

4.1 Test Report

- Unless otherwise agreed upon in writing by Prochemia, the Test Report will be emailed to the Client in PDF format and signed by the Laboratory Manager. The analysis can only be considered complete when Prochemia sends said Test Report to the Client.
- For each individual sample, a specific Test Report will be issued. More than one Test Report per sample is not allowed.
- The Test Report may be modified as a result of technical additions or for the correction of any errors. In this case, a subsequent version of the Test Report will be issued where it will be indicated that said version replaces the previous one.
- Delivery terms will not be considered essential unless specifically agreed in writing between the Parties. In any case, it is understood between the Parties that Prochemia shall not be held liable if the delivery date has to be postponed or changed due to technical problems or due to force majeure events as specified in Article 13.3 below.
- It is understood between the Parties that the information provided with the Test Report refers exclusively to the samples tested by Prochemia and, in any case, cannot be considered representative of the entire Production Lot and cannot be used as documents or certificates of conformity.
- The name, production batch or any other details of the samples are declared by the Client under its sole responsibility.
- The ACCREDIA mark or reference to accreditation shall not be used in documentation concerning the product unless a copy of the Test Report is quoted.
- Full reproduction and use of the Test Report is freely permitted.
- Partial reproduction of the Test Report on the contrary is prohibited, or in any case must be authorized by Prochemia in writing.

For the purpose of self-inspection of food businesses, only tests accredited by the Laboratory in accordance with UNI CEI EN ISO/IEC 17025:2018 are to be considered valid.

Accredited tests are identified as follows:

- a) Test Report with Accredia Mark in the upper right-hand corner: all tests performed are to be considered accredited except those marked with an asterisk (*) shown in the METHOD column.
- b) Test Report without Accredia Mark: none



4.2. Delivery of Test Report

- The Test Report is sent to the Client by e-mail in PDF format.
- Notwithstanding the previous clauses, Prochemia reserves the right to suspend or postpone the delivery date in the following cases:
 - a) if the Client fails to communicate the necessary information in order to carry out the analysis within 15 days of the scheduled delivery date;
 - b) if the Client requests changes during the course of the analysis process or makes a late request.
- **PRICE**
 - The price quoted in the Offer is per sample and exclusive of VAT and any other taxes and/or expenses Prochemia may incur.
 - The price will be defined on a case-by-case basis by Prochemia within the Offer and in relation to the specific analysis requested by the Client.
 - Unless otherwise specified in the Offer, the cost of shipping costs shall be borne by Prochemia for Orders consisting of at least 5 samples.

6. PAYMENT

- Payment shall be made in the manner set forth and signed in the Offer.
- If a payment is not made or is made late, Prochemia may, at its discretion:
 - a) demand payment of the full amount, without regard to the payment terms previously agreed upon between the parties;
 - b) not accept subsequent orders from the Customer, unless it pays them in advance;
 - c) not to accept the sending of further samples. Prochemia will consider the agreement between the Parties to be terminated as a result of Customer's non-performance and may retain the entire amount paid by Customer as partial compensation for damages, subject to a claim for further damages.

• RESPONSIBILITY

7.1. The Customer must communicate to Prochemia all required SPECIFICATIONS in compliance with the legislation provided by its country of origin.

As a result of this, it is understood between the Parties, that Prochemia shall not be held liable if SPECIFICATIONS are not provided to him and/or are provided to him that do not comply with the regulations of the countries indicated by the Customer.

7.2. Customer shall notify Prochemia in writing of any defect in the Service rendered, either by fax or e-mail, no later than 8 (eight) days after receipt of the Test Report. If notice regarding any defects is received after the expiration of 8 (eight) days from the date of receipt of the Test Report, the warranty provided for shall be deemed invalid and ineffective.

7.3. The Client agrees to provide technical evidence attesting to the non-conformity of the TEST REPORT with respect to what is requested.

In the event that Prochemia verifies the actual non-conformity of the TEST REPORT, Customer shall have the right to be guaranteed by Prochemia in the following manner, determined at Prochemia's discretion:

- a) the restoration of the defective test without further expense;
- b) exemption from the obligation to pay or, alternatively, reduction of the price in relation to the severity of the defects found;
- c) full or partial refund of the price already paid to Prochemia based on the fact that the defects and non-conformities were found to be serious.

7.4 It is well understood between the parties that the Test Report shall be used by the Client in a careful and pertinent manner in compliance with the laws and regulations of the countries where the Test Report is used.

In particular, Prochemia, shall under no circumstances be held liable as a result of improper use of the Test Report or as a result of any modification or revision thereof.

7.5. In the event of proven liability of Prochemia arising from the inaccurate performance of the analysis, any damages claimed by the Client and attributable to Prochemia, shall in no event exceed € 200,000.00

7.6 It is understood between the Parties that samples will be sent to Prochemia as specified in Exhibit 1 and Exhibit 5.

7.7 Samples shall always be considered to have a value of zero and shall be considered the property of Prochemia from the moment they are delivered to the laboratory, whether the delivery is made by a courier, whether the sample is taken by Prochemia personnel, or whether it is delivered directly by the Client.

8. CLIENT'S OBLIGATIONS

8.1. Customer shall provide, upon request of Prochemia, the following documents:

- SPECIFICATIONS;
- chemical and physical characteristics, qualitative and quantitative composition of the products under analysis;
- all information of a technical nature or documents that the parties agree are necessary for the best condition of the assigned assignment;
- any other useful and necessary information for the safe handling of the samples and their storage.

8.2. The Client shall be responsible for the condition of the samples and their shipment and shall inform Prochemia in connection therewith.

In particular, the Client shall ship the product in accordance with the minimum quantities necessary for the performance of the analyses and in accordance with Annex 3.

It is understood between the parties that the details specified within Attachment 3 are indicative only and that Prochemia reserves the right to request additional sample quantities, at its discretion.

The Client is responsible for completing the appropriate Analysis Request Form (Attachment 1), which must be sent with the samples and emailed to the laboratory. Samples will not be processed without this form. For acceptances that are made through the web portal, or through the Excel Analysis Form, it will be the Client's own pre-acceptance indication.

9. PROCHEMIA OBLIGATIONS

9.1. Prochemia shall follow procedures for the purpose of storing and processing samples to ensure that they will be handled and processed under the appropriate conditions of temperature, humidity, and light required for the internal period necessary to perform the analysis.

9.2. Prochemia shall follow the procedures for the purpose of storage and processing of samples also in order to avoid contamination between different product samples/lots.

9.3. Relative to TRACKABILITY, unless otherwise agreed with the Client in the Bid, Prochemia shall maintain for 5 years from the issuance of the Test Report, an archive (paper or electronic) in accordance with EU standards.

NON DEPERABLE SAMPLES will be kept on file for 8 days from the date the Test Report is sent.

9.4 Prochemia shall ensure that its Customers have access to the test laboratory and premises, subject to prior authorization, to witness the tests.

9.5 In the event that Prochemia is in the condition of having to use an external laboratory to perform the tests, it shall nevertheless retain responsibility for such tests and shall ensure:

- To rely on competent laboratory for analysis entrusted to external services (e.g., Certificate of Accreditation);
- To inform the Client in a timely manner and obtain its written approval

10. CHANGE MANAGEMENT

The ANALYSIS METHOD stated in the Bid refers to the best analysis PROCEDURE provided by Prochemia based on its experience.

In any case, Prochemia, at its discretion, may augment or modify individual ANALYSIS METHODS in accordance with:

- changing norms,
- the evolution of technology,
- the use of more advanced instrumentation,
- specific problems with STANDARDS AND REFERENCE MATERIAL,
- specific problems with individual samples that cannot be solved through the use of ANALYSIS METHODS that Prochemia normally uses.

In such cases, the change in the METHOD OF ANALYSIS will not incur additional costs.

Under no circumstances is Prochemia obligated to inform the PURCHASER of changes in the ANALYSIS METHOD applied to the sample.

11. COMPLAINTS

The Customer has the opportunity to submit complaints about a disservice or dissatisfaction regarding the management processes or the individual test activity, under any form of communication (appropriate forms, fax, telephone, email), including verbal.

The complaint is brought to the attention of the Laboratory Manager and, if necessary to the Commercial Technician (if they were not the ones who detected the complaint), who verify the merits of the complaint and give immediate acknowledgement to the customer of its receipt, as well as to the Quality Management System Manager, who evaluates the possible corrective action

If the complaint is found to be well-founded, the Customer is notified and any action to be taken is defined. In more critical cases that require longer management it will be other personnel, not directly involved in the original activity of the complaint, who will manage the closure of the complaint, informing the customer of the progress of the case.

12. CONFIDENTIALITY

The Customer agrees to maintain any and all information and technical data in relation to the service, the use of the service, and the operation of the service, as well as any and all administrative or business related to the contract (price, payment terms, warranties, etc.) and not to disclose such information to third parties when such information is not strictly necessary for legal purposes, for the sale of the service and for the relationship between the parties, for three years from the date of receipt of the individual Test Report.

13. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

Analysis Methods, even if developed in collaboration with the Client will always be the exclusive property of Prochemia.

14 OTHER

14.1 Prochemia implements a quality management system in accordance with the requirements of UNI CEI EN ISO/IEC 17025:2018 (ACCREDIA Accreditation No. 1618 L).

14.2. Prochemia shall not be held liable for any conduct of the Client contrary to the law.

14.3 In case of force majeure events, including but not limited to: national and international strikes, lockouts or other market closures, shortage of raw materials, or any reason of a national or international nature beyond the control of the parties, the party that has suffered the force majeure event shall notify the other party immediately. In the event of force majeure, the party shall not be held liable for any failure or delay in the performance of its obligations.

In the event that the force majeure event results in the suspension of obligations for one party for a period in excess of 20 days, the parties will meet again in order to decide what, if any, action should be taken to reduce the effects of such event on their business relationship.

14.4 Any concession by Prochemia, express or implied, following the default of the other party, shall in no way constitute a precedent and shall not affect the validity of the clauses contained in these GENERAL CONDITIONS FOR THE SUPPLY OF SERVICES and shall not cause Prochemia to forfeit any right to avail itself of its rights.

14.5 Prochemia is registered in the Lombardy Region Registry of Laboratories that perform analysis as part of self-control procedures in food industries (Registration No.: 030108311003).

15. INDEPENDENCE OF CLAUSES

If any provision of these GENERAL TERMS OF SERVICE SUPPLY CONDITIONS shall be held invalid, illegal, or ineffective, the validity, legality, and effectiveness of the other provisions shall remain in force and shall not be affected by the invalidity of any one provision of these in the GENERAL TERMS OF SERVICE SUPPLY CONDITIONS.

16. APPLICABLE LAW AND DISPUTE RESOLUTION

16.1 All GENERAL CONDITIONS OF SUPPLY OF SERVICES shall be governed by Italian Law.

16.2 With the exclusion of the countries listed in point 15.3, any dispute arising out of or in connection with all the GENERAL CONDITIONS OF SUPPLY OF SERVICES therein including disputes on its conclusion, binding effects, modification and termination, shall be decided by the Court of Monza.

16.3 For countries that are not part of the European Union (non-EU countries) nor of EFTA (European Free Trade Association) countries and excluding Brazil, Argentina, China Russia, Kuwait and Turkey, in relation to which Article 15.2 above shall apply, any dispute arising out of or in connection with this Agreement, including disputes over its conclusion, binding effects, modification and termination, shall be decided exclusively and finally pursuant to the Arbitration Rules of the Milan Chamber of Commerce by one or more arbitrators appointed by the parties within 30 days of the filing of the request for Arbitration; if either party fails to make the appointment, the appointment shall be made by the Arbitration Council pursuant to its Rules. The arbitrators shall decide ex aequo et bono and shall explain the reasons for their decisions. The arbitration, including the pronouncement of the arbitral award, shall be held in Milan, Italy. The language of the arbitration will be English. The parties agree to make such payments and make such advances as may be required by the Secretariat and/or the Arbitration Council in observance of the arbitration proceedings, if one party defaults in the payment and advance payment, the other party may set off the amount of such deposits against any amount due to the other party.

The parties declare that they have agreed to and understand each and every clause of these Terms and Conditions.

17. ATTACHMENT

Clients are required to review the following attachments, which can be obtained from the laboratory:

- Attachment 1 - Analysis Request Form
- Attachment 2 - How to fill out Analysis Request Form
- Attachment 3 - Instructions for sending samples and minimum quantities
- Attachment 4 - Sampling Instructions
- Attachment 5 - Procedure for Request for Analysis from the web

INFORMATION PURSUANT TO ART.13 OF LEGISLATIVE DECREE NO. 196/2003 AND ART.13 OF EUROPEAN REGULATION NO. 2016/679

Pursuant to Article 13 of Legislative Decree No. 196/2003 and pursuant to Article 13 of European Regulation No. 2016/679 and subsequent variations bearing the "Code for the Protection of Personal Data" the undersigned Nextar Srl with registered office in Via Valassina, 64 - 20851 LISSONE (MB) P.IVA and C.F. 08946900969, in its capacity as data controller, informs that the personal data acquired with reference to the business relationships established will be processed in compliance with the aforementioned regulations; in relation to the aforementioned processing it also provides the following information.

PERSONAL DATA COLLECTED

The personal data collected are essentially inherent to:

- identification data (company name or name, headquarters tel., fax, e-mail, tax data, etc.).
- data related to economic and commercial activity (orders, solvency, banking and financial data, accounting and tax data, etc.).
- data related to corporate managers of customers and suppliers and their corporate role.

This data is provided by you directly or may be collected from independent third party data controllers (e.g. from our network of agents and representatives for contract and order data or from commercial information companies or public registers, lists or databases for financial solvency data, or companies and agencies specializing in market research and statistics).

PURPOSE OF PROCESSING

The purposes of personal data processing are as follows:

1. performance of contracts with you and related commitments with the exclusion of statistical processing of all food consumption data entered by you;
2. fulfillment of legal obligations related to the contractual relationship;
3. organizational management of the contract;
4. possible external professional collaborations for the fulfillment of legal obligations;
5. protection of contractual rights;
6. internal statistical analysis;
7. marketing activities through the sending of promotional and advertising material relating to products or services similar to those covered by the existing business relationship;
8. information on solvency;
9. electronic storage of tax-relevant electronic and analog documents (Legislative Decree No. 82 of March 7, 2005; Decree of the Minister of Economy and Finance January 23, 2004; Circ. 06-12-2006 No. 36 Revenue Agency; CNIPA Resolution No. 11/2004 of February 19, 2004).
10. electronic storage of computerized documents in general.



NATURE OF DATA PROVISION

The provision of data and related processing is mandatory in relation to purposes no. 1, 2, 5 relating to contractual and legal fulfillments; the provision is also to be considered mandatory in relation to purposes 3 and 4 which refer to the performance of all the activities of the writer necessary and functional to the execution of contractual and legal obligations; it follows that any refusal to provide data for these purposes may result in the inability of the writer to implement the same contractual relationships and legal obligations.

The provision of data and its processing is to be considered optional in other situations.

METHODS OF PROCESSING

Personal data will be processed in hard copy, computerized and telematic form and entered in the relevant databases (customers, suppliers, administration, correspondence, production management, quality systems management, quotation management) which can be accessed, and therefore come to the knowledge of, the employees of the sales, production, administration, quality system procurement offices expressly designated by the writer as those in charge of the processing of personal data and who may carry out consultation, use, processing, comparison and any other appropriate operation, including automated operations, in compliance with the provisions of the law designed to ensure, among other things, the confidentiality and security of the data as well as the accuracy, updating and relevance of the data to the stated purposes.

All personal data and all data related to test results as well as related tracings, worksheets, raw data, images will be retained for five years (former Code of Ethics for the Practice of Chemistry App. I item 4).

SCOPE OF COMMUNICATION AND DISSEMINATION OF DATA

In relation to the purposes indicated in points 1,2 and 5, the data may be communicated to the following subjects or categories of subjects indicated below:

- Transportation companies and freight forwarders for aspects related to freight shipments and customs practices;
- Banking institutions for the management of collections and payments;
- Financial administrations and other companies or public agencies in fulfillment of regulatory obligations;
- Companies and law firms for the protection of contractual rights.

For purposes No. 3 and 4, data may be disclosed to agents, representatives, procurers working for the writer, contracting companies, self-employed workers and contracting companies.

For the purpose No.6 there is no provision for disclosure of data except for the disclosure of statistics in aggregate and anonymous form.

For the purpose No.7 there is generally no provision for communication of data to the outside except for communication to agents or representatives of the writer who will take care of the presentation or sending the material in the situations already authorized by the client with the expression of consent.

For purpose No. 8, data may be communicated to agencies and business information companies.



For Purpose No. 9 PDF copies of invoices issued and duly transmitted electronically to the Internal Revenue Service may be printed, mailed, emailed, PEC, and stored, in accordance with current legal regulations for electronic storage.

For purpose No. 10, the original Evidence Reports may be transmitted using Certified Electronic Mail (PEC).

The dissemination of personal data is not envisaged.

RIGHTS OF DATA SUBJECTS

In relation to the aforementioned processing, the rights set forth in Article 7 of Legislative Decree 196/2003, (the text of which is fully attached or reproduced below) may be exercised, within the limits and under the conditions provided for in Articles 8, 9 and 10 of the aforementioned Legislative Decree. Further information regarding the processing and communication of personal data provided directly or otherwise acquired may be requested from the secretariat of Nextar Srl.

(Legislative Decree 196/2003) - Article 7 Right of access to personal data and other rights

1. The interested party has the right to obtain confirmation of the existence or non-existence of personal data concerning him/her, even if not yet registered, and their communication in an intelligible form.
2. The interested party has the right to obtain the indication:
 - a. of the origin of personal data;
 - b. of the purposes and methods of processing;
 - c. of the logic applied in case of processing carried out with the aid of electronic instruments;
 - d. of the identification details of the data controller, data processors and the representative designated pursuant to Article 5, paragraph 2;
 - e. of the subjects or categories of subjects to whom the personal data may be communicated or who may become aware of them in their capacity as designated representative in the territory of the State, managers or appointees.
3. The data subject has the right to obtain:
 - a. the updating, rectification or, when interested, the integration of data;
 - b. a cancellation, transformation into anonymous form or blocking of data processed in violation of the law, including those that do not need to be kept in relation to the purposes for which the data were collected or subsequently processed;
 - c. certification to the effect that the operations as per letters a) and b) have been notified, as also related to their contents, to the entities to whom or which the data were communicated or disseminated, unless this requirement proves impossible or involves a manifestly disproportionate effort compared with the right that is to be protected.
4. The data subject has the right to object, in whole or in part:

- a) for legitimate reasons to the processing of personal data concerning him/her, even if pertinent to the purpose of collection;
- b) to the processing of personal data concerning him/her for the purpose of sending advertising or direct sales material or for carrying out market research or commercial communication.