



Janoušek S.p.A.
Muggia (Trieste) – Italia

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Condizioni Generali di Vendita (CGV)

General Sales Conditions (GSC)

updated 01st January 2015

Art. 1 - Contractual Norms

1.1. The present general sales conditions of Janoušek S.p.A. (hereafter named "GSC"), excepting possible derogations specifically agreed on in writing, regulate all present and future sales contracts between the parties. Possible general conditions of purchasing will not be applied to the agreements between the parties if not expressly accepted in writing; in such a case, however, excepting a written derogation, they will not exclude the efficacy of the present general conditions with which they must be co-ordinated.

1.2. All references to possible commercial delivery deadlines (FCA, Ex-works, Ex-factory, FOB, CIF etc.) will be understood as relating to the Incoterms of the International Chamber of Commerce of Paris, according to the text in force at the time of the drawing up of the contract.

1.3. All sales contracts between the parties as well as the current GSC will be regulated by Italian law and in the case of international sales, by the Vienna Convention 1980 on international sales of moveables. Eventual derogations or appeals from the parties concerning specific articles of the Italian law will not imply a partial or total exclusion of the application of the above named Uniform Laws as far as they are compatible with contractual regulations.

1.4. Adherence to the current general conditions as well as all subsequent contracts and dealings of the parties and regulated by them, excepting a different written stipulation, does not imply conferring on the buyer any exclusive franchise or the establishment of concessions, commissions or mandates, with or without representation, just as it does not confer on the buyer himself the right to utilise in any form whatsoever the trademarks or brand names of Janoušek S.p.A..

Art. 2 - Formation and object of the contract

2.1. The offers made by agents, representatives and auxiliaries of Janoušek S.p.A. should not be considered binding until they are confirmed by Janoušek S.p.A..

2.2. The present GSC does not imply in itself the acceptance of eventual offers in the field of ongoing negotiations; however, they substitute and make void previous proposals of one of the parties. Eventual general purchasing conditions on the part of the buyer will be applied only in the case of expressly written acceptance on the part of Janoušek S.p.A.. The sending of an order on the part of the buyer means a contextual, integral recognition and acceptance of the present GSC (they can also be downloaded at the following address: www.janousek.com).

2.3. The sending, on the part of Janoušek S.p.A., of price lists or descriptive details of products which do not expressly bare the label "offer" or an equivalent, does not constitute a sales proposal nor is it in any way binding on Janoušek S.p.A.. The labels "without obligation", "depending on availability", "if not sold" or similar attached by Janoušek S.p.A. to an offer, does not bind Janoušek S.p.A. to the terms of the order even when the offer is accepted by the buyer unless followed up by written confirmation on the part of Janoušek S.p.A.. The offer of Janoušek S.p.A. is to be considered irrevocable only if it is stated to be so in writing by Janoušek S.p.A. and specifies a closing date for the validity of the order.

2.4. Janoušek S.p.A. will only accept orders regularly signed and sent by the buyer under the form of (a) a contract, or (b) on the buyer's letterhead, or (c) by the buyer's letterhead fax, or (d) under a signed and stamped confirmation of the buyer's official order or (e) via e-mail. Eventual telephonic orders will be accepted on the discretion of Janoušek S.p.A. and will not be considered received if they are not confirmed in writing by Janoušek S.p.A..

2.5. The acceptance of a contract on the part of the buyer, however it is carried out, means that he must accept and adhere to the present GSC, in any case and at the latest when he receives the goods ordered from Janoušek S.p.A.. In the case in which Janoušek S.p.A. has sent, even subsequently to the conclusion of the contract, a confirmation of the order, it is to be assumed that the terms of the contract correspond to



those stipulated at the time of the confirmation of the order, except if the buyer makes known the differences immediately in writing.

2.6. The unreserved acceptance on the part of the buyer of goods that do not conform to type, quantity or packaging, or are in any other way different from the products listed in the buyer's order or in the offers made by Janoušek S.p.A., implies the acceptance on the part of the buyer of the consignment terms and conditions proposed by Janoušek S.p.A.. In consideration of the short shelf life of the products, the above mentioned reservations (even if formulated in the form of qualifications or amendments of the consignment terms) will not be considered effective if they are not formulated by the buyer in writing, at the latest within 48 (forty eight) hours after the goods have been received.

2.7. In order to confer full efficacy to the contracts controlled by the GSC or any clause thereof, all the registrations or transcriptions required by the countries of the contract partners or the country of destination of the goods must be carried out by the buyer at his own expense.

2.8. Janoušek S.p.A. is free to establish and bring up-to-date periodically its consignment conditions relating to: (a) minimum and maximum quantities that may be ordered and/or (b) the minimum amount to be invoiced of the single products/product-codes to be provided with each order and/or (c) the total minimum amount to be invoiced on every single order and/or (d) the total minimum amount of each invoice and/or (e) the amount of production tariffs for orders and/or particular quantities. If need be, the above mentioned variations in consignment conditions will, where possible, be communicated to the buyer in good time by the Commercial Office of Janoušek S.p.A..

2.9. The prices specified in the offers and invoices (and eventually the equivalent exchange value where agreed) are based on the internal Euro price list that is valid on the day on which the order is confirmed and on the valuation made by Janoušek S.p.A. and consignments are understood to be FCA-Incoterms, excluding eventual insurance except where it has been agreed on in writing by the parties. Prices quoted are after the deduction VAT and every other tax, excise and direct duty due. The taxes payable are those that are valid on the date of invoicing.

2.10. Janoušek S.p.A. is free to modify and bring up-to-date at any time its conditions of sale, including its Price List and its offers. Where offers are in writing, the prices relating to the codes and quantities, to delivery norms and to all the other conditions indicated in the written offer will be held valid for the length of time indicated therein.

Art. 3 - Samples, files and technical documents

3.1. The weights, size, characteristics, capacities, prices, yield, colours and other data that figure on the web site, in the catalogues, prospectives, circulars, technical files, illustrations, price lists and other illustrative documents of Janoušek S.p.A. as also the characteristics of the samples sent by the latter to the buyer, provide the most precise indications possible but they are, nevertheless, entirely approximate given the nature of the products. The data do not have a binding value except to the extent that they are expressly and specifically mentioned as such in the written offer or acceptance of Janoušek S.p.A.. A variability in the organoleptic characteristics of the products that come within the normal margin of tolerance allowed by the use of natural raw products is acknowledged.

3.2. In such cases where the offer of Janoušek S.p.A. or the acceptance on the part of the buyer refer to a sample sent by Janoušek S.p.A., it is understood that Janoušek S.p.A. is bound in its consignments to the characteristics of the sample only within the limits indicated in point 3.1., except where diversely stipulated in a written agreement.

3.3. Any technical document that allows the fabrication or reproduction of the recipe for the products sold and remitted to the buyer, both before and after the stipulation of the contract, remains the exclusive property of Janoušek S.p.A.. The above mentioned contracts cannot be used, copied, reproduced, transmitted or communicated to third parties by the buyer without the consent of Janoušek S.p.A..

Art. 4 - Guarantee

4.1. Outside of the field of application of the preceding articles, and with the exception of occasional written stipulations between the parties, Janoušek S.p.A. guarantees the conformity of the goods provided to

what has been expressly agreed. The guarantee for faults in the goods is limited only to defects consequent on errors of planning, or materials or fabrication ascribable to Janoušek S.p.A. and cannot be applied in cases where the buyer cannot prove that he has carried out a correct storing, conservation and use of the goods or has altered them without the consent of Janoušek S.p.A.. In order to guarantee the integrity of its products, Janoušek S.p.A. applies its seal on every single package of the products that are sent to the buyer.

4.2. The guarantee has a duration corresponding to the expiry date which appears on the Technical and Safety Data Sheet referring to the product and, in any case, not beyond 12 (twelve) months, provided that the product is stored in suitable conditions. The guarantee takes effect from the date of the FCA consignment and is subordinate to the regular declaration made by the buyer according to the following article as well as to a written request expressly made by the buyer to Janoušek S.p.A. asking the latter to activate the warranty. As provided by such a request, Janoušek S.p.A. is obliged (by its own choice), within a reasonable time depending on the magnitude of the dispute, either to:

- (a) provide following FCA terms to the buyer, free goods of the same kind and in the same quantity as those which turned out to be defective or which didn't conform to stipulations; in such a case Janoušek S.p.A. can demand the possibility of checking or the return of the defective goods which become his property;
- (b) modify, where possible the product which does not conform to the stipulations, carrying out the fore-mentioned operations in loco or on its own premises;
- (c) declare in writing the cancellation of the contract, offering the restitution of the price against the restitution of the goods provided.

Excepting malicious intent of serious fault on the part of Janoušek S.p.A., eventual damages paid to the buyer cannot exceed the invoice price of the contested goods.

4.3. The guarantee which the present article takes up and substitutes the legal warranty terms for defects and non-conformity and excludes any responsibility on the part of Janoušek S.p.A. originated by the supplied products. In particular the buyer cannot advance any other requests for compensation for direct or indirect damages, price reductions or cancellation of the contract. Once the guarantee has expired no action can be taken against Janoušek S.p.A..

Art. 5 - Complaints

5.1. Complaints concerning quantity, weight, total tare, colour, defects in quality or non-conformity and/or all defects of the product, which the buyer might discover as soon as he has received the goods, must be made by the buyer in the shortest time possible starting from the date written in the waybill and, in any case, to avoid forfeiture, not more than 8 (eight) days from that date. Hidden defects or non-conformity (in other words those not identifiable in the checks imposed by the law at the point preceding the buyer) must be reported by the buyer in the shortest time possible after the discovery of such defects and, to avoid forfeiture not more than 20 (twenty) days after the date stipulated in the consignment letter.

5.2. Complaints must be made by registered letter with return receipt, with prior notice given via fax or e-mail addressed to Janoušek S.p.A. and they must give precise details of the defects or non conformity discovered, attaching photographic documentation in those cases where assistance is asked of Janoušek S.p.A. for damage to the packaging that took place during transport. In the absence of such requisites, complaints cannot be taken into consideration.

5.3. Where the complaint turns out to be wholly or partially unfounded, the buyer will have to compensate Janoušek S.p.A. for the expenses incurred in investigating the complaint (travel expenses, expert reports, etc.).

Art. 6. – Technical norms and responsibility of the producer

6.1. As regards the characteristics of the products of Janoušek S.p.A., the legislation and the norms which are followed are those in force in Italy and the European Union.

6.2. Janoušek S.p.A. will be responsible for damages to people or things, originating from the goods sold, only in cases where grave negligence in the fabrication of the goods themselves can be proven; under no circumstances can Janoušek S.p.A. be held responsible for indirect or consequential damages, loss of production or lack of profits.

6.3. With the exception of the above provision, the buyer will release Janoušek S.p.A. from all actions brought against Janoušek S.p.A. on the part of third parties founded on responsibility originating from the products sold to him and will pay compensation for damages deriving from the claims in question: Janoušek



S.p.A. may involve the buyer who, on his part, will have to take all the necessary steps in order to intervene in any action brought against Janoušek S.p.A. by third parties.

Art. 7 – Delivery

7.1. Unless otherwise stipulated in writing, the sale will be understood to be carried out by FCA delivery terms even when it has been stipulated that the delivery (or part of it) should be supervised by Janoušek S.p.A.; in such cases the latter will act only as an agent for the buyer, it being understood that transport will be at the expense and risk of the latter.

7.2. Any delivery date which has not been expressly stipulated in writing by the parties as essential, is understood to be merely indicative. In the absence of raw materials or technical data necessary for preparing the products as well as payments or letters of credit that were eventually stipulated, Janoušek S.p.A. will not be expected to begin production nor, consequently, to deliver the goods ordered.

7.3. In the case of late delivery, the buyer can cancel the part of the order not delivered only after informing Janoušek S.p.A., by registered letter with receipt of return, preceded by fax or e-mail, of his intentions and after having allowed to Janoušek S.p.A. 15 (fifteen) working days starting from the reception of said communication, within which period Janoušek S.p.A. can deliver the products specified in the request and not yet delivered. Janoušek S.p.A., however, will not accept any responsibility for damages deriving from a delayed or non-delivery, whether total or partial.

7.4. Unless otherwise stipulated, the FCA delivery of goods is completed by means of a written statement to the buyer that the goods are at his disposal; the buyer will have 8 (eight) days from the sending of this communication to seeing to the withdrawal of the goods.

7.5. Should the buyer not see to the withdrawal of the goods within the time fixed in the previous paragraph, he will have to reimburse Janoušek S.p.A. for storage charges, fixed at a flat-rate equal to 5% (five percent) of the sum of the invoice relative to the goods themselves for every week of delay; at the end of 30 (thirty) days, Janoušek S.p.A. can, moreover, sell, by any means they feel fit, the goods on behalf of the buyer, keeping back from the money made, the entire sum owed to him by the buyer (no matter what the terms of payment stipulated) as well as any expenses he may have incurred.

Art. 8 – Payment

8.1. Payment must be made, unless otherwise stipulated in writing, previous to the delivery of the goods to the bank nominated by Janoušek S.p.A.. In the case of payment made by means of a letter of credit, the latter must be opened, within a date accepted by Janoušek S.p.A. following the drawing up of the contract, in terms that are of the simplest and that most conform to the terms of the contract; the letter of credit must be confirmed by a leading Italian bank. If, previously authorised by Janoušek S.p.A., eventual payments are made to agents, representatives or business associates of Janoušek S.p.A., they will not be recognised as having been made until the relative sums are in the possession of Janoušek S.p.A..

8.2. Any delay or irregularity in payment gives Janoušek S.p.A. the right to suspend supplies and/or complete the contract and/or cancel ongoing orders even if they are not related to the payment in question, as well as to the right to compensation for eventual damages. Janoušek S.p.A., in any case, has a right, starting from the expiry of the date of payment and without giving any injunction to pay, to interest on the arrears as provided for by the law DLgs. 231/2002.

Art.9 – Conditional sales

9.1. In cases where payment has to be made, wholly or in part, after delivery, the goods delivered remain the property of Janoušek S.p.A. up to the moment of the complete settling of the amount due in the widest measure permitted by the law of the country where the goods are (such as, for example conditional sales that are simple and/or prolonged and/or extended pro quota to the final products resulting from the working of the goods provided by Janoušek S.p.A., and/or with a clause relating to a current account).



9.2. The buyer must undertake to do what is necessary in his country to constitute a valid conditional sale in the most extended form allowed, and to initiate an analogous form of guarantee in favour of Janoušek S.p.A..

Art. 10 – Unforeseen events and excessively onerous contracts

10.1. In all cases of unforeseen events that might arise, including, but not only, cases of even partial lack of supplies and raw materials, significant or unpredictable price increases of the latter, financial collapses, fire, floods, transport problems, strikes, lock-outs or other similar events which impede or reduce the productive capacity of Janoušek S.p.A. or block transport between the factory of Janoušek S.p.A. and the place where the goods are destined, Janoušek S.p.A. will have the right to an extension of up to 90 (ninety) days – to be extended to 180 (one hundred and eighty) days in more serious cases – of the delivery dates of the goods, provided that it gives due notice in writing to the buyer of the fact that circumstances beyond its control have arisen.

10.2. When the time mentioned above has run out and if circumstances beyond the control of Janoušek S.p.A. continue, the buyer may cancel the contract by writing a registered letter with receipt of return to Janoušek S.p.A. preceded by a fax or e-mail but he must pay to Janoušek S.p.A. the sum promised in advance, as a deposit or security and if such a sum has already been paid, it will be kept by Janoušek S.p.A.. The latter will not, in any case, be held responsible for reimbursing the buyer for eventual direct or indirect damages connected to or deriving from failure to fulfill the contract.

10.3. If, for any other unforeseen circumstance that cannot be foreseen by a businessman with normal experience in the sector, the carrying out of the obligations of Janoušek S.p.A. has become – before carrying them out – excessively onerous in relation to the negotiations originally stipulated, in such a way as to modify relations to an extent of over 20% (twenty percent), Janoušek S.p.A. can ask to review the contractual conditions, and where this is denied, declare the contract cancelled. In the latter case, however, the buyer must be reimbursed for the cost of transport eventually undertaken by the latter in connection with the cancelled contract, but not for further direct or indirect damages.

Art. 11 – Cancelling of a contract

11.1. The buyer cannot cede his position in the contract or in single obligatory clauses deriving from it without written acceptance on the part of Janoušek S.p.A.; even in this case, however, the buyer remains fully responsible to the assignee for the obligations ceded.

Art. 12 – Interpretation; modifications; invalid clauses

12.1. For the interpretation of the present GSC, only the Italian text of the same is to be taken on trust.

12.2. Eventual enclosures or conditions are understood to be an integral part of the contract to which they refer. Any reference to documents such as price lists, general conditions or other materials appertaining to Janoušek S.p.A. or to third parties is understood to refer to the above mentioned documents in force at the moment of the reference itself unless otherwise specified; in the latter case, corresponding texts that were in force previously between the parties in relation to current or future contracts must be considered null.

12.3. Declarations made or attitudes adopted by the parties during negotiations or the drawing up of the contract can contribute only to the interpretation of the contract to which they refer.

12.4. Except when the above mentioned articles 2.5 and 2.6 apply, any modification or integration made by the parties to the contract to which the current GSC apply must be made in writing otherwise they will be considered null. Departing from one or more of the dispositions of the current GSC must not be interpreted extensively or by analogy and does not imply the wish to disapply the GSC as a whole.

12.5. Eventual variations of the conditions of the contract drawn up between the parties does not constitute a novation of the contract unless a wish to the contrary is expressed in writing.

12.6. In the case of invalid or ineffective contractual dispositions, the contract as a whole is to be integrated and interpreted as if it contained all the clauses which make it possible to reach, in accordance with the law, the essential aim of the agreement containing the clauses in question.



Art. 13 – Disputes resolution, Jurisdiction, applicable Law

13.1. Should any dispute arise out of or in connection with this contract, the competent law court shall be Foro di Trieste (Trieste Court) and the governing law shall be Italian law. However, as an exception to the principle hereabove, Janoušek S.p.A. will be in any case entitled to bring his action before the competent court of the place where the Supplier has his registered office.

Art. 14 – Confidentiality

14.1. Janoušek S.p.A., in accordance with the law in force, makes every reasonable effort to keep confidential all the data relative to products, clients and services, and reserves the right to use those data in strict confidence and anonymity. If specifically agreed on, data and formulations will be placed under conditions of exclusive confidentiality.

Date

Date

Janoušek S.p.A.

In acceptance

The buyer