

Conditions and contractual terms of Pronto Service GMBH

1 - Validity

1.1. All agreements and offers between us and our contractual partners (customers) are based on these terms and conditions of contract. Changes or exclusion of these terms and conditions, as well as deviating conditions of the purchaser become part of the contract only if we expressly accept them.

1.2. These conditions also apply to all our future deliveries, services and offers, even if they are not agreed separately.

1.3. Different terms and conditions of our customers, which we do not expressly acknowledge, will not become part of the contract, even if we do not expressly contradict them.

1.4 (a) If the customer is a subject under Italian law, these General Terms and Conditions of Sale and all the contracts entered into by the latter with the Seller are governed by Italian law.

(b) If, on the other hand, the customer has a different nationality than the Italian one, these General Terms and Conditions of Sale and all the contracts entered into by the latter with us are understood to be governed by the 1980 Vienna Convention relating to International Sales Contracts of goods.

2 - Offer and contract

2.1. Our offers are non-binding, where nothing different results from the offer. A prior sale is reserved to us at any time.

2.2. Any illustrations, descriptions or similar documents attached or based on our offers are non-binding information that does not become part of the contract, unless it is expressly agreed that the corresponding documents or the specific content of these documents will become part of the contract.

2.3. The order signed by the customer is a binding offer. We have the right to accept, confirm or execute the service within 7 days.

2.4. The contract is stipulated with our order confirmation, at the latest with the acceptance of our deliveries or services by the customer.

3 - Scope of our deliveries and services, purpose of the contract, duty of cooperation of the customer

3.1. The scope of our deliveries and services results from our order confirmation and in the absence of this from the offer at the base of the order. Not expressly specified or listed deliveries and services are not part of our delivery and services. In particular the scope of supply and service does not include the transport and unloading of goods, unless this has been expressly agreed.

3.2. A specific purpose of the contract or a special suitability of the goods is contained in the contract only if the purpose or suitability for use is agreed separately.

3.3. The customer is obliged to cooperate. In particular, it is obliged to ensure that any delivery agreed can be performed as quickly as possible without delay.

3.4. The customer agrees to perform sampling and chemical-food analysis on the goods delivered, in the interest of consumers. The resulting costs are charged to the customer.

4 - Terms of delivery and deadline

4.1. The terms of delivery specified by us are not binding, unless a specific delivery term or delivery time is expressly agreed as binding. Each delivery is subject to the right to correct self-supply obligations. The start of the delivery term or period requires the clarification of all questions and the timely and proper fulfillment of the client's obligations. The deadline will be extended appropriately or the date will be postponed by a reasonable amount of time, unless the above conditions are met. The delivery time or the delivery date are respected if the ordered goods have left the warehouse or if the availability for the shipment has been communicated.

4.2. If we are prevented from promptly execution of our deliveries and services due to riots, war, unrest, strikes, lockouts, fires, natural disasters, bad weather periods, transportation obstructions, changes in legislation, regulatory measures or regulations or the occurrence of other events unforeseeable by force majeure, which are beyond our control and that we have not been able to avoid, despite reasonable efforts in relation to the circumstances of the case, delivery times and services are extended or we are automatically exempted from the obligation to deliver. This also applies if such circumstances occur with suppliers. We immediately inform the customer and the supplier of these impediments.

4.3. If the customer delays acceptance or violates other collaboration obligations, we have the right to request compensation for the damages suffered, including any additional costs (in particular the storage costs or costs due to the perishable nature of the goods). The right to assert further requests remains reserved to us. Furthermore, the risk of accidental loss or accidental deterioration of the goods falls in this case, as an exception to paragraph 5.4, on the customer as it is in default of acceptance.

4.4. If we are at fault with a delivery or service or if a delivery or service becomes impossible for us for any reason, our liability for damages is limited in accordance with paragraph 9 of these Conditions. Exceeding the agreed delivery times must be confirmed upon arrival of the goods by the courier with a signed bill of lading (CMR etc.).

5 - Delivery, pickup, transfer of risk, returns

5.1. Unless otherwise agreed, the delivery of the goods is „free truck / truck departure“. All transport risks are transferred to the customer upon shipment of the goods.

5.2. If, exceptionally, a „free arrival“ delivery is agreed, all costs incurred for the delivery of the goods are at the exclusive expense of the customer.

5.3. The risk of accidental loss and accidental deterioration of the goods must be transferred to the customer at the time of shipment of the goods, to the carrier, to the courier or any other person destined to carry out the shipment.

5.4. Qualitative and quantitative deviations must be confirmed upon arrival of the goods by the courier in the waybill with the subscription of the same.

5.5. The disposal and costs for delivered transport packaging (crates, boxes, loss pallets, etc.) are the responsibility of the customer.

Unless otherwise agreed, the costs of disposal or commissions charged by DSD (the so-called „green point“) or by public administrations and similar organizations must be borne by the customer. The customer is the recipient or the first importer. It is the customer's responsibility at the time of delivery to deal with the exchange or the pawning of Europool crates or pallets. It is assumed that the material is in perfect, hygienic, clean, correct and usable condition. Otherwise, we have the right to make a new supply of the pledged material at market prices at the customer's expense.

5.6. Weight and quantity of the goods are to be determined at the place of loading. In case of deviations, the weight and quantity of the arrival must be documented by official documents. The tolerance rates for shrinkage and deterioration are applied, those in n. 1.4. Terms and conditions - COFREUROPO.

5.7. Transport damage must be reported to us immediately and countersigned by the courier. In the case of transport by truck, the damage must be recorded with precise descriptions in the waybill (CMR, etc.). In the case of rail transport, the train company must prepare a factual report. The intervention of an expert or an average commissioner must be agreed with us or with the transport operator.

5.8. Returns are accepted by us only if agreed in advance and in the case of verifiable and documented non-compliance. They are normally excluded due to the rapid perishability of the goods. Prerequisite for a return and return delivery is in any case, that the returned products are in their original packaging. If we exceptionally accept a return or return delivery, the customer must provide for it at his own expense and at his own risk. If the above conditions are met, we issue a credit note of the value of the goods for returned items less a flat-rate fee for the collection or restocking of 25% of the net value of the goods, with a lower limit of € 25 for client commission.

6 - Prices, payment terms

6.1. Our prices are determined, unless otherwise agreed, according to our price lists valid on the day of shipment.

6.2. All prices shown are net prices, to which sales taxes are added in the respective legal amount, as well as packaging costs and transport costs, unless otherwise agreed. If loads, costs or expenses increase, the increases are charged to the customer.

6.3. For an order value of less than € 100.00 (net value of the goods), a minimum charge of € 25.00 (plus VAT) will be also charged.

6.4. If after the conclusion of the contract, we come to know of circumstances that reduce the solvency of the customers to the point of jeopardizing the payment of our services, we have the right to make exceptional deliveries or services only against payment in advance or with guarantees of security. We provide new customers against prepayment or cash on delivery.

6.5. Unless otherwise agreed, all deliveries of goods must be paid immediately upon receipt by bank transfer or cash. Check and bills are valid only after their payment; the related costs will be charged

to the customer.

6.6. If the customer is late with the payment, we are authorized to request default interest based on the provisions of the law. Furthermore, we are entitled to collect a flat-rate reminder fee of € 10.00 for each reminder, based on which the customer reserves the right to prove that lower reminder costs have been recorded.

6.7. If refunds, discounts, bonuses or similar are agreed, their method of payment requires a special agreement.

6.8. The customer can only compensate with counterclaims, as far as they are legally established, undisputed or recognized by us. The customer is authorized to exercise the right of retention only if his counterclaim is based on the same contractual relationship.

7 - Reservation of ownership

7.1. The goods we deliver remain our property until all claims against the buyer (reserved goods) have been satisfied, even if individual goods have been paid. This applies even if individual or all claims have been included in a current invoice and the balance has been extracted and acknowledged.

7.2. The customer is entitled to revoke the sale of the goods in the normal course of business. The right of disposal ends when the client ceases payments or when he presents an insolvency claim on the client's assets.

7.3. In the event of the resale of the reserved goods in the context of correct commercial operations, the customer gives us, as a precaution, the reimbursement of all claims against his customers arising from the resale, without the need for special declarations later; the assignment also extends to balancing claims that arise in the context of current account relationships existing or at the end of such customer circumstances with its customers. We already accept the assignments. If the reserved goods are resold together with other items without an individual price, the customer assigns to us with priority over the other claims part of the total corresponding to the value of the goods supplied by us. Until the revocation, the customer has the right to withdraw the claims assigned by the resale; however, he does not have the right to exercise other means, eg by assignment.

7.4. At our request, the customer must notify the assignment to his customer and provide us with the documents necessary to assert our rights against this customer of the customer, eg. to deliver the invoices and provide the necessary information. All related costs are charged to the customer.

7.5. If the customer defaults on payments, partially or totally or has filed for insolvency, we immediately have the right to enforce all rights deriving from the reservation of ownership; the same applies to any other worsening of the customer's economic conditions. The request for restitution or taking possession does not constitute a withdrawal from the contract. We have the right to dispose of the goods with the diligence of a prudent businessman and to satisfy ourselves from the proceeds for unpaid rights.

7.6. If the value of the guarantees exceeds our credits towards the customer from the current commercial relationship of more than 20%, we undertake to issue, at the request of the customer, guarantees on his option.

7.7. In the event of interventions by third parties, the customer must immediately notify us in writing. If the third party is unable to reimburse the judicial and extrajudicial costs of third party proceedings or defense against coercive actions against such interference, the customer is responsible for our loss.

8 - Warranty

8.1. If the goods have been taken over at the time of departure, any defects that can be detected by an adequate inspection can be reported at the latest upon acceptance. Incidentally, the goods delivered must be carefully examined upon delivery by the customer or by the third party designated by him. The control of the goods must not compromise the quality and appearance. Notification of defects must always be notified in writing, by fax or e-mail immediately after arrival, in the case of highly perishable goods at the latest within 4 hours, perishable goods at the latest within 6 hours, for other goods within 12 hours hours from arrival at the agreed destination. If defects can be detected by proper inspection before unloading, they must be inspected and reported immediately prior to unloading. Defects that can only be identified during unloading or after verification must be inspected and reported during unloading and immediately after inspection.

8.2. Hidden defects must be reported immediately after detection. To identify hidden defects as soon as possible, the customer must take all appropriate measures.

8.3. Customer warranty claims are limited to a reduction. The partial delivery of products rejected by the customer is excluded, unless we agree. At our request the rejected products must be returned to us at the customer's expense. In the event of a justified complaint, we will reimburse the costs of the cheapest shipping route; this does not apply if the costs increase because the goods are in a place other than the place of destination.

8.4. In the event of material defects of the delivered goods we are obliged and authorized to replace the delivery within a reasonable period of time, chosen by us. If the substitute delivery fails, it will be refused completely, mainly because of excessive or unreasonable costs, then the customer has the right to avail himself of additional legal protections in the event of complaints.

8.5. If a defect is attributable to us, the customer can request compensation only for the conditions specified in point 9 below.

9 - Liability for damages due to fault

9.1. Our liability for damages, for whatever legal reason, in particular due to impossibility, delay, inadequate or incorrect delivery, breach of contract, breach of obligations in contract negotiations and unauthorized acts, as regards fault, is limited in compliance with this paragraph 9.

9.2. We are not responsible

a) in the case of simple negligence on the part of our corporate entities, legal representatives, employees or other auxiliary agents;

b) in the event of gross negligence on the part of our non-executive employees or other agents, as it does not constitute a violation of essential contractual obligations. Essential for the contract are the obligation of timely delivery, without defects and the protection of the life or the buyer's or third party's personnel or the customer's property from significant damages.

9.3. In case of liability and in the absence of the conditions set forth in paragraph 9.2, this liability is limited to the damages foreseen at the time of the conclusion of the contract as a possible consequence of a breach of the contract or due to circumstances that could have been known to us or that we could have foreseen if the due diligence. Indirect damage or consequent product defects can be compensated only if the use was as expected.

9.4. If we have exceptionally granted a product warranty or durability, we are responsible for this guarantee. For damages, which are based on the lack of guaranteed quality, but do not occur directly on the goods, we are liable only if the risk of this damage is covered by the warranty.

9.5. The above mentioned exclusions and limitation clauses apply to the same extent in favor of our corporate entities, legal representatives, employees and other auxiliary agents.

9.6. To the extent that we act in an advisory capacity and such information or advice does not belong to the scope of the services contractually agreed by us, this is carried out free of charge and with the exclusion of all responsibility.

9.7. The limits of this paragraph 9 do not apply to our liability for intentional misconduct, injury to life, limb or health or under the product liability law.

10 - Applicable law, place of performance, competent court

10.1. German law applies. The provisions of the United Nations Convention on Sales do not apply.

10.2. The place of performance for delivery is the place of loading. For the clause relating to the price „transport paid“ the place or destination of the border, respectively defined, is the place of performance. The place of performance for payment is München (Munich).

10.3. Any dispute arising between the parties as a result of the interpretation, validity or execution of these Contractual Conditions and the related stipulated contracts will be referred to the exclusive jurisdiction of the Court of Munich. It is understood between the parties that only we, at our discretion, will have the right to waive the competence of the exclusive forum referred to above to take legal action against the customer, at his domicile and at the Court where he is competent.

Last revision of the terms and conditions of the contract: February 2019