



# INALCA FOOD & BEVERAGE S.R.L. GENERAL CONDITIONS OF SALE

## 1. CONCLUSION OF THE CONTRACT

**1.1** The Orders sent by the Buyer are purely contractual proposals that are not, in any way, binding for Inalca Food & Beverage S.r.l. (hereinafter indicated as "IF&B") or for its subsidiaries and/or for its affiliates (hereinafter generally indicated as "the Seller").

**1.2** The sale contract is concluded if the Seller communicates to the Buyer its acceptance of the Order and confirms the prices, the term of payment and the estimated date of delivery of the contractual products (hereinafter indicated as Products).

**1.3** The Products will be identified by their codes, as indicated on the Seller's sales list, if applicable.

**1.4** These General Conditions of Sale shall remain in full force and effect for year 2024, however the Seller shall have the right to amend them from time to time by giving written notice to the Buyer at least 30 days before the coming into force of the amendment.

## 2. PRICES AND PAYMENTS

**2.1** Sale prices and terms of payment are indicated in the Seller's confirmation of the Order. The prices are fixed and not subject to any revision.

**2.2** If the Buyer fails to perform its due payments within the agreed terms, the Seller will be entitled both to suspend the performance of the sale contract and to terminate it according to the provisions set out in art. 4, without prejudice to any rights to compensation for damages.

## 3. DELIVERY AND INSPECTION OF PRODUCTS

**3.1** The Products shall be delivered according to the terms (Incoterms 2020) contained in the Seller's confirmation of the Order. The ownership of the Products will be considered transferred at the time of the transfer of the risk as provided in the Incoterms 2020 as per relevant delivery arrangement.

For a clearer interpretation of Incoterms, an explanatory table is attached below (Annex A).

**3.2** If the Customer requests delivery to Warehouses not included in the list of Authorized Warehouses (Annex B), prior verification and written approval by IF&B will be required.

**3.3** The Buyer shall immediately examine the Products and to inform the Seller in writing within two days from of receipt of the Products at the destination premises of any defect and/or failure or discrepancies between the order as accepted by the Seller or the contents of the invoice, sending a communication in writing together with full evidence of the alleged defect/failure or discrepancy and copy of the document showing the date of receipt of the Products at the destination premises, as shown in the bill of lading.

**3.4** In case of defect and/or failure, discrepancy as above described –as above reported to Seller and subsequently acknowledged by Seller– the parties will mutually agree the possible replacement of the defective Products or their possible price reduction, or integration with the missing Products, being



**INALCA FOOD & BEVERAGE S.R.L.**

SOCIETÀ SOGGETTA ALLA DIREZIONE E COORDINAMENTO DI INALCA S.P.A.

VIA DELLA PACE, 6/C 41051 CASTELNUOVO RANGONE (MO) -

TEL. +39 059 5333220 - FAX +39 059 5333590 INFO@INALCAFB.COM - IFB@PEC.INALCA.IT

CAP.SOC. € 8.500.000 I.V. - REG. IMP. MODENA / C.F. / P.I 03406000368 - CCIAA MODENA REA 384888

REX NUMBER: ITREXIT03406000368 - COD. MECCANOGRFICO: M0047108



expressly excluded and waived, by the Buyer, any further claim and/or request or compensation for any damages.

#### **4. RETURN OF GOODS**

**4.1** The Company will not accept returns for credit without prior authorization.

**4.2** Any merchandise returned by Buyer for credit, other than defective and under warranty, will be accepted only if in its original packaging and in like-new condition.

**4.3** The Company reserves the right to charge a delivery fee, at its absolute discretion.

#### **5. FORFEITURE OF PAYMENT TERM- TERMINATION**

**5.1** In the event of sale with different due dates of payment, failing the Buyer to comply with even a single due date for payment, the Seller shall have the right to claim all the amounts in full being considered as immediately due.

In case of non-payment of even a single instalment, the Seller shall have the right to terminate the sale contract with immediate effect, giving notice to the Buyer, without prejudice to any rights of the Seller for any claims for damages whatsoever.

**5.2** At the termination, for any reason, of the contractual relationships the Buyer shall not be entitled to and hereby waives any claim for any alleged compensation and/or indemnification of any kind.

#### **6. IF&B CODE OF ETHICS**

**6.1** The Seller has adopted its own Code of Ethics t, which is available and can be downloaded from the website: [www.inalcafb.it](http://www.inalcafb.it), where are set forth the basic principles and the business behaviors that the Seller is committed to comply with in its business activities.

The Buyer declares that he has read IF&B Code of Ethics and he confirms of being committed to its principles and behaviors, namely those ones relevant to any anti-corruption/bribery when dealing with the Seller.

Should not the Buyer comply with even a provision of the Code of Ethics, then the Seller shall have the right to terminate the sale contract by notice, without prejudice to any right of claiming any damages.

#### **7. GOVERNING LAW AND JURISDICTION**

**7.1** By visiting [Inalcafb.com.au](http://Inalcafb.com.au), the Buyer agrees that the jurisdiction of New South Wales (Australia), without regard to principles of conflict of laws, will govern these Terms and Conditions and any dispute of any sort that might arise between the Buyer and Inlca Food & Beverage or its affiliates.



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## 8. INTELLECTUAL PROPERTY

**8.1** This Agreement does not transfer from Inalca Food & Beverage to you any Inalca Food & Beverage or third-party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Inalca Food & Beverage.

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