

**GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY
OF NACTAROME S.r.l., Via G.Rossa 10, 20863 Concorezzo (MB),
Italy**

Article 1 Definitions

- 1.1. "Nactarome": Nactarome S.r.l., also trading under the name of [...], having its principal office in Concorezzo (MB), Italy, and any of its subsidiaries and affiliate companies.
- 1.2. "the Customer": each natural person or legal entity who / which purchases the Products from Nactarome (also distributors) for purposes related to his trade, business or profession.
- 1.3. "the Products": all products, goods and items offered by Nactarome in the field of food flavours, blends, distinctive aromas, such as naturally caramelised sugar ingredients, both in powders and in liquid form.
- 1.4. "Contract": all individual purchase contracts concluded between Nactarome and the Customer concerning the Products.
- 1.5. "Offer": Products offered by Nactarome, which can be qualified as the unilateral legal act of offering within the meaning of Article 1326 of the Italian Civil Code.
- 1.6 "Acceptance": the Customer agreeing to Nactarome's Offer, which can be qualified as the legal act of acceptance within the meaning of Article 1326 of the Italian Civil Code.
- 1.7 "Days": any calendar days, public holidays included.
- 1.8 "Writing": by mail or by email or printed/hand-written on paper, expressly not including communication by apps or text messages (SMS).
- 1.9 "Party" and/or "Parties": any party or both parties to the Contract.

Article 2 Applicability

- 2.1. The General Terms and Conditions apply to all Offers and quotations made by Nactarome, all negotiations between Nactarome and the Customer, and to all Contracts concluded or to be concluded with the Customer, as well as to the performance thereof. The General Terms and Conditions also apply to any third parties engaged by Nactarome and its distributors.
- 2.2. Any provisions deviating from the General Terms and Conditions shall only be binding on Nactarome following Written approval from Nactarome and solely for the Contract to which the said approval is applicable. The other provisions of the General Terms and Conditions shall remain in full force and effect.
- 2.3. Reference of the Customer to the applicability of its own general terms and conditions is hereby explicitly rejected by Nactarome, unless such - on a case by case basis - has been expressly agreed in Writing.
- 2.4. Nactarome reserves the right to review the text of the General Terms and Conditions at any time and shall notify the Customer of any amendments. A review shall not affect the Contracts concluded prior to the review of the General Terms & Conditions.
- 2.5. If Nactarome concludes Contracts with the Customer more than once, the General Terms and Conditions shall apply to all subsequent Contracts, irrespective of whether they have (again) been explicitly declared applicable and/or Nactarome has (again) complied with its duty of disclosure.

Article 3 Offers and Contracts

- 3.1. All Offers of Nactarome, with all the particulars and quotations contained therein in any form whatsoever, including the standard price list, brochures and other information supplied by Nactarome, in any form, are subject to confirmation by Nactarome and are no firm Offers. Without an order confirmation from Nactarome in Writing or its signature in Writing on the Contract, the Customer's order can never be deemed to have been accepted by Nactarome. Any orders placed by the Customer by telephone will also not be concluded until confirmed in Writing by Nactarome.
- 3.2. Nactarome reserves the right to introduce modifications, alterations, improvements or changes to the Products displayed in the catalogues, brochures, on the website, et cetera, which modifications shall, however, not affect already concluded Contracts
- 3.3. Nactarome's order confirmation will be deemed to be a correct and complete representation of the Contract, unless the Customer expressly notifies Nactarome otherwise in Writing within three Days of receipt of such order confirmation. Without such order confirmation from Nactarome, there is no Contract.
- 3.4. Any agreements, oral or otherwise, made between the Parties after the Contract has been concluded with a view to modifying the contents of the Contract shall only become effective after they have been confirmed in Writing by Nactarome.
- 3.5. In the context of the performance of the Contract, Nactarome is entitled to engage intermediaries or third parties.
- 3.6. Contracts made with or undertakings made by subordinates of Nactarome, or intermediaries / or third parties engaged by Nactarome, shall only bind Nactarome if it has confirmed these Contracts or undertakings in Writing to the Customer.
- 3.7. Nactarome's Offer is strictly limited to the conditions in the Offer and can only be rejected or accepted, but not modified or varied by the Acceptance.
- 3.8. Nactarome is entitled to refuse any order, entirely or partially, without any statement of reasons, without incurring any liability for any damages.
- 3.9. The Customer must ensure that all information which Nactarome requires at its discretion, for the proper performance of the Contract is received by Nactarome in the desired form and in due time. The Customer warrants the correctness, completeness and reliability of the data provided by or on its behalf to Nactarome and Nactarome will not be under any obligation to execute the Contract until the Customer has provided all such required data. In the event of failure to provide such data to Nactarome in the desired form and in due time, Nactarome will be authorised to charge the Customer for any resultant costs.

Article 4 Prices

- 4.1. The prices stated in the Offer, the standard price lists or the prices agreed with Nactarome are in European Euro (€) and are based on Free Carrier (FCA), unless specifically stated otherwise. The Prices shall be exclusive of any taxes, duties, levies and / or any other surcharges, all of which shall be for the account of the Customer.
- 4.2. Nactarome is entitled to amend the standard price lists of the Products at any time, provided that Nactarome

shall notify the customer of any such amendment in Writing as soon as possible, but ultimately before the effective date of the amendment. Such amendment shall, however, not affect already concluded Contracts, save in case of framework agreements that allow for price adjustments.

4.3 Should one or more cost price factors undergo a change after the date of the Offer and/or the Contract, even if this occurs due to foreseeable circumstances, then Nactarome may adjust the agreed price accordingly. These cost price factors include wages, raw materials, purchase prices, taxes, excise duties, import duties, freight prices, fuel prices, costs connected to strikes, laws and regulations, government measures and governmental recommendations.

4.4 If the new price referred to in the aforementioned sub-clause is more than 25% higher than the original price, the Customer has the right, within a period of three Days after receipt of the notification regarding the new price, to terminate in Writing the not yet executed part of the Contract, unless such termination is unacceptable according to standards of reasonableness and equity. Nactarome is not liable for any resulting damage, except for the cases of wilful misconduct or gross negligence.

4.5. Nactarome is entitled at any time to determine that certain Products shall only be delivered on the basis of a stipulated minimum quantities.

4.6. The Customer cannot derive rights from rebates or discounts given by Nactarome in the past.

Article 5 Packaging

5.1. Nactarome will be free to select appropriate packaging. Any packaging of the Products intended for reuse — such as pallets and other deposit packaging materials—will always remain the property of Nactarome and the Customer will keep such packaging available for Nactarome and return it to Nactarome. Nactarome will be authorised to charge the Customer a fee for the use of such packaging materials, which costs will be refunded to the Customer once Nactarome receives the returned packaging materials in undamaged condition. The Customer will be liable for damage or loss.

5.2. The Customer will not be authorised to use or trade any packaging originating from or supplied by Nactarome other than with the original packaging contents supplied by Nactarome.

5.3. Prices do not include any costs for any special or extraordinary packaging material that may be required by Customer.

Article 6 Deliveries and delivery time

6.1. The method of delivery of the Products will be agreed in the Contract. In the event that a Contract should not contain any provisions in this regard, delivery will be effected by FCA Nactarome's premises or designated warehouse. Delivery is in accordance with the latest applicable version of the Incoterms.

6.2. Failure to meet the delivery time shall not result in default or any liability of Nactarome. In the event of non-timely delivery, Nactarome must be given notice of default, and shall be given an additional reasonable term

of not less than fifteen Days to procure delivery at a later date.

6.3. The risk is transferred to the Customer at the moment of collection, or at the specific moment agreed in line with the applicable Incoterm.

6.4. If the Customer refuses to take delivery of the Products or if the delivery cannot be made, the risk of the Products shall immediately pass to the Customer and Nactarome can claim payment immediately. Nactarome shall store the Products at the expense and risk of the Customer until further notice, during a maximum period of 14 Days. On expiry of the aforementioned period, Nactarome reserves the right to treat the Products as it sees fit — dispose of the Products or find another destination for the Products — and the Customer is liable for any losses incurred by Nactarome, as well as any profit loss, Nactarome also being entitled to treat the Products as it sees fit as soon as it becomes clear that the Customer will not take receipt of the Products. Any proceeds thereof shall be credited to the Customer after deduction of related costs, without prejudice to Nactarome's right to claim full payment of the agreed price.

6.5. In the event that the Products are destroyed, damaged or lost, completely or in part, during the transport, Nactarome reserves the right to deliver goods in replacement, the Customer not being entitled to cancel the Contract and Nactarome not accepting any liability beyond the liability clause in Article 8, unless in the event of an intentional act or wilful recklessness on the part of Nactarome's management or its executive employees or managerial subordinates.

6.6. A waybill, consignment note or delivery note or suchlike, provided by the delivery of the Products, serves as evidence of the delivery of the mentioned Products.

Article 7 Complaints

7.1. The Customer is obliged to inspect the Products delivered at the time of delivery. The Customer should inspect whether, among other things, the quality and quantity of the Products delivered correspond to what has been agreed.

7.2. Complaints regarding externally visible faults should be lodged in Writing by the Customer to Nactarome within 2 Days of delivery of the Products.

7.3. Complaints regarding non-externally visible faults should be lodged in Writing within 2 Days of detection until three months after delivery of the Products at the latest, which period shall be regarded as the expiry period.

7.4. Complaints regarding invoices sent by Nactarome must be lodged in Writing within 5 Days of the invoice date, which period shall be regarded as the expiry period.

7.5. The Customer must give Nactarome the opportunity to verify the merits of a complaint.

7.6. Nactarome warrants to the Customer that all Products sold to the Customer:

a. will on delivery comply with such Product specifications as may have been agreed by Nactarome and the Customer in Writing

b. are manufactured in accordance with good manufacturing practices

c. are subject to a quality assurance system to ensure compliance with the foregoing and

d. will be free of any liens and encumbrances on delivery. No other warranties are given by Nactarome.

7.7. Products will not be recognised as faulty by Nactarome if the Products include any defects as a [partial] result of the Customer's processing of the Products, or transport, treatment, use or storage of the Products, in any manner that is improper or contrary to instructions given by or on behalf of Nactarome, or any defects as a result of modifications made to the Products by the Customer or any third party.

7.8. Products may only be returned after Written approval of Nactarome, but at the expense and risk of the Customer and this does not imply any recognition of liability.

7.9. Nactarome will not be under any obligation to accept a complaint as long as the Customer fails to pay any invoice for Products delivered. A complaint does not discharge the Customer from his payment obligations.

7.10. In no event will any defect in part of the Products delivered entitle the Customer to reject or refuse to take delivery of the entire shipment of Products delivered.

Article 8 Liability

8.1. Except in the case of proven gross negligence or deliberate intent of the management or managerial subordinates or executive employees of Nactarome, Nactarome shall only be liable for direct damages, directly arising as a result of actions or negligence by the aforesaid persons in the performance of the Contract, not exceeding the amount of the invoice value for the Products delivered by Nactarome in connection with which the damage has arisen. The liability of Nactarome is in all cases, except for the cases of wilful misconduct or gross negligence, limited per calendar year to an amount equal to the total value of the invoices (excluding VAT) paid by the Customer under a Contract for the particular type of Product in such calendar year, but in any event to an aggregate maximum of EUR 1,000,000 (one million Euro).

8.2. Nactarome is not liable for any indirect or consequential, incidental, special, exemplary, punitive or enhanced, damages, foreseeable or not, including but not confined to: trading loss, loss of profits, resulting loss, loss caused by business interruption, immaterial damage, financial loss and personal injury, including all possible claims of third parties, also including end-users and consumers, as well as Customer's employees in the broadest sense of the word.

8.3. if the Customer resells, delivers, pledges Products, in respect of which Nactarome has notified him that it doubts the quality, or if the Customer transfers them or makes them available in another way, under whatever title, whether or not for free and whether or not for use, the Customer shall be obliged to indemnify Nactarome against any claims from third parties for damage, incurred by, or in connection with the Products delivered by Nactarome to the other party.

8.4. The Customer shall be obliged to indemnify and hold harmless Nactarome for any cost and damage, which Nactarome could incur because third parties, expressly including but not limited to Customer's own employees, end-users and consumers, also pursuant to Product liability, make a claim against Nactarome in matters where

liability vis-à-vis the Customer is excluded in the General Terms and Conditions.

8.5. In case Nactarome decides to exercise its right of suspension or right to terminate, based on facts known at that time and/or circumstances, while afterwards it has been established beyond dispute that the exercise of this right was wrongly, Nactarome shall not be liable and not be bound to any compensation, except in case of gross negligence or deliberate intent of Nactarome.

8.6. The Customer needs to ensure whether the Products that shall be ordered or are already ordered and the accompanying packaging, manuals and other information meet all requirements set by the authorities of the country of destination. The same applies for any modification, alteration, improvement or change to the Products, introduced by Nactarome. The use of the Products in conformity with the requirements set by the authorities is for the Customer's risk.

8.7. All recommendations, quotations and communications issued by Nactarome with respect to qualities, properties, possible purposes and use of the Products to be delivered by Nactarome are entirely without obligation. In no event can Nactarome be held liable for any damage as a result of such recommendations, quotations and communications and the Customer will be obliged to indemnify Nactarome against any third-party-claims in that respect, save in the event of a proven intentional act or gross negligence on the part of Nactarome.

8.8. All clauses in the General Terms and Conditions and in particular concerning the exclusion or restriction of the liability of Nactarome and concerning the indemnification of Nactarome against claims from third parties, have also been agreed for the benefit of those who are employed by Nactarome and its directors, shareholders and affiliates or third parties for whose actions or negligence Nactarome can be liable.

8.9. Insofar as not explicitly agreed otherwise in Writing, all legal claims pursuant to the Contract and the General Terms and Conditions shall lapse after 12 months of the delivery date.

8.10. Nactarome accepts no liability for the application of the symbol as referred to in the Regulations of the International Article Numbering Association (E.A.N.), unless Nactarome failed to comply with same regulations due to gross negligence or an intentional act on the part of Nactarome itself, not including its non-executive employees.

8.11 The Customer accepts and guarantees not to bring any civil claim that is directly or indirectly linked to the negotiation, conclusion or execution of any Contract against the shareholders, directors, managers, employees, agents, distributors, board members, parent companies or subsidiaries of Nactarome and accepts Nactarome as sole addressed party.

Article 9 Retention of title

9.1. If the Customer has not fully complied with any obligation to Nactarome, the Products delivered pursuant to Article 1523 of the Italian Civil Code shall remain the property of Nactarome and also at the expense and risk of the Customer. In such case, the Customer is deemed to keep the Products for Nactarome until such time that it has fully complied with its obligations towards Nactarome.

9.2. As long as the ownership of the Products has not passed to the Customer, he shall not have the right to alienate or lease the Products, or to encumber them with a security right in any way, unless and provided that it concerns the normal operations of the business, such with the Written consent of Nactarome, in which case the Customer assigns its claims against third parties to Nactarome and shall provide the deed of assignment to Nactarome on first demand.

9.3. The Customer is obliged to store the Products delivered under retention of title with due care and as recognizable property of Nactarome.

9.4. As long as the Customer is in the possession of Products over which Nactarome can exercise its retention of title the Customer is bound to, at first request of Nactarome, without any judicial intervention, hand over the Products to Nactarome.

9.5. The Customer is obliged to ensure that the Products falling within the scope of Nactarome's retention of title are insured against commonly insured risks (expressly including fire, theft, water and storm damage).

9.6. In case the Customer engaged third parties, such as a sub-distributor (with the explicit Written consent from Nactarome), the Customer is obliged to ensure that Nactarome is enabled to invoke its right of retention against these third parties.

9.7. The Customer shall not be entitled to a right of retention against Nactarome with regard to the Products delivered by Nactarome.

9.8. The Customer is obliged to immediately notify Nactarome of any attachment or other threat, limitation or restriction with respect to Nactarome's retention rights by any third parties and the Customer will do anything in its power to protect Nactarome's rights.

9.9. In the event of any violation of this Article 9, all purchase sums left unpaid are immediately payable by Customer to Nactarome.

Article 10 Payment

10.1. Unless otherwise agreed in Writing, payments to Nactarome must be paid net within 30 Days of the invoice date -by wire transfer to the agreed account - which term shall be regarded as a deadline. Negligence by the Customer in respect of collecting the Products or complaints shall not affect his payment obligation.

10.2. Set off or any other form of settlement shall never be permitted without an explicit Written approval of Nactarome. 10.3. If the Customer fails to pay within the agreed deadline, he shall automatically be in default and have to pay interest to Nactarome equal to 1,5% per month on the outstanding invoice amount, for which purpose a part of a month will be regarded as full month.

10.4. The Customer who is in default must pay all extrajudicial collection charges in full to Nactarome. The extrajudicial collection charges to be compensated by the Customer shall be determined in accordance with the graduate scale as laid down in the Ministerial Decree n. 55/2014 regarding the Regulation establishing the parameters for the payment of fees for the legal profession.

10.5. All Nactarome's outstanding receivables from the Customer shall be immediately due and payable if the Customer is in default, or in the event of liquidation,

bankruptcy or an application for bankruptcy, the Customer's admission to lawful debt restructuring pursuant to the Legislative Decree n. 14/2019 (the Italian Code of Business Crisis and Insolvency), the Customer's placement under guardianship, attachment or (temporary) moratorium of payments for the Customer.

10.6. The Customer is only entitled to the rebates and reductions, agreed with Nactarome, if the Customer has fulfilled all obligations ensuing from the agreements.

10.7. Nactarome may refuse orders from the Customer and suspend deliveries under any Contract entered into until such time as the Customer has arranged payment of all amounts due to Nactarome,

10.8. Nactarome will at all times be authorised to set off any amounts due by it to the Customer against any amounts due by the Customer to Nactarome, whether or not due and payable, or subject to conditions or time limits.

Article 11 Recall

11.1. In the event that Nactarome shall be required to recall or withdraw any Product or packaging because it might violate any law or regulation or in the event that Nactarome itself intends to institute such recall, Nactarome shall be responsible for coordinating that recall and shall inform the Customer of the Product or packaging subject of the recall. The Customer shall cooperate and act in strict compliance with Nactarome's instructions and shall assist Nactarome in any necessary filings and corrective actions, such as the direct withdrawal of whole batches of the Products delivered by Nactarome from the market and/or the issuing of warnings to consumers and giving consumers the opportunity to return the Products to the Customer, and provide records of distribution of the Products based on which the location and distribution of the Products can be tracked accurately.

11.2. Nactarome shall be responsible for all reasonable costs involved with such recall, except if the recall is caused by Customer's negligent acts or omissions or any wilful misconduct, in which case the Customer will pay all costs and expenses associated with the recall. In that case, Customer shall indemnify and hold harmless, Nactarome for all losses, damages, costs.

11.3. If Customer has reason to believe that a recall of the Products is strictly required, Customer will inform Nactarome forthwith in Writing and inform Nactarome accurately of the reasons. Nactarome is, in its sole discretion, free to accept or reject Customer's point of view.

11.4. The reasonable costs, mentioned in the second clause of this article, are strictly limited to costs involved:

- in informing known or unknown recipients [consumers and end-users etc.] of the Products, if necessary;
- in the transport and packaging of the defective Products and of replacement goods, if necessary;
- in the destruction of the defective Products, if necessary;
- in implementing reasonable measures to satisfy complaining end-users and consumers, if necessary.

11.5. Nactarome's liability in case of a recall will at all times be limited, except for the cases of wilful misconduct or gross negligence, to € 0,5 million per

occurrence, with a maximum amount of € 1 million per calendar year.

Article 12 Force majeure

12.1 In the event of default by Nactarome in the performance of the Contract caused by force majeure, Nactarome shall be allowed to suspend the performance of the Contract and it can therefore not be bound to any delivery time. The Customer is in no case entitled to compensation of damage, costs or interest.

12.2. In case of a situation of force majeure, Parties undertake to immediately inform each other in that regard.

12.3. Non-attributable defaults on the side of Nactarome shall in any case include, but not be limited to:

- a. damage as a result of natural disasters and/or storm damage;
- b. war, danger of war and/or any other form of armed conflict, including terrorism or a threat thereof in the Netherlands and/or other countries, which impedes the delivery of goods or raw materials;
- c. work strikes, forced business closure, revolt and any other form of disruption and/or obstruction caused by third parties, which impede the delivery of goods or raw materials;
- d. loss of or damage to goods on transport;
- e. illness of one or more employees;
- f. legislative or administrative government measures, which impede delivery, including import and export prohibitions;
- g. failure and/or disruptions in means of transport, production equipment or power supplies, problems in the supply of fuel, electricity, water and other services required for the production or packaging of the Products;
- h. fire or accidents at the company of Nactarome;
- i. non-or non-timely delivery to Nactarome by sub-suppliers;
- j. discontinuation of the supply of goods, raw materials, interruptions in productions due to technical problems, insufficiency of Nactarome's production capacity.

12.4. During the situation of force majeure, Nactarome is entitled to suspend any of its obligations.

12.5. In case Nactarome is not able to perform the Contract due to a temporary (longer than 3 months) situation of force majeure or a definitive situation of force majeure, it is allowed to terminate the Contract without court intervention and without any obligations to compensation.

12.6. If Nactarome, in the event of force majeure, has already partially met its obligations, the Customer shall have to pay the price due for this part to Nactarome, with due observance of the agreed purchase price plus any costs already incurred by Nactarome.

Article 13 Termination and cancellation

13.1 A Contract ends when completed, or at a time explicitly determined by the Parties.

13.2 The Customer cannot cancel a Contract entered into with Nactarome, unless Nactarome expressly agrees in Writing to its full or partial cancellation, in which event the Customer must compensate Nactarome for all reasonable

costs and any consequential damages, reasonably incurred with a view to performing the Contract, explicitly including but not limited to preparation costs, handling costs, orders from third parties, storage, commissions, lost profit plus VAT.

13.3 if the Parties expressly agree in Writing that a shipment delivered will be taken back by Nactarome, Nactarome will, provided that the best before date has not been exceeded, refund no more than 80% of the sales price, less costs and lost profits, without the Customer being entitled to derive any rights from this clause as the decision is at Nactarome's sole discretion.

13.4 Nactarome is entitled to terminate or to suspend the Contract in Writing, in whole or in part, with immediate effect and without judicial intervention and any compensation due, and notwithstanding the right of Nactarome to, instead of termination or suspension, claim performance of the Contract and notwithstanding its right to compensation, in case:

- a. the Customer fails to meet its obligations under the Contract and such default is not redressed within 10 Days after the date of the default notice;
- b. after concluding the Contract, circumstances come to the attention of Nactarome that prove good ground for fearing that the Customer shall not be able to meet its obligations under the Contract;
- c. the Customer applies for moratorium or in case a definitive moratorium is granted;
- d. a winding-up petition is filed against the Customer or the Customer is in a state of liquidation or bankruptcy;
- e. the Customer requests for granting of statutory debt adjustment under the Legislative Decree n. 14/2019 (the Italian Code of Business Crisis and Insolvency), or this request is granted;
- f. a significant part of the property of the Customer is seized;
- g. of discontinuation or imminent discontinuation of Customer's business;
- h. the Distribution Agreement entered into between the Parties has been terminated for any reason;
- i. the Customer approaches its creditors in view of a debt rescheduling or repayment arrangement.

13.5. In case Nactarome terminates or suspends the Contract based on this article, every claim of Nactarome against the Customer is immediately due and payable and Nactarome will be entitled to suspend any further delivery of Products and to terminate any ongoing negotiations without any obligation arising on Nactarome's part to pay any compensation or costs.

13.6. At the termination of the Contract, the Customer is obliged to cease to use the Confidential Information and any granted right regarding Nactarome's intellectual property rights.

Article 14 Confidentiality

14.1 The Customer will at all times be obliged to treat as Confidential, to keep secret, not to disclose, and not to make available to third parties any contents of any information forwarded by Nactarome, which Information is strictly personal and always to be regarded as Confidential Information. The Customer shall not disclose any aspect of the Confidential Information to any third party, explicitly

also including deputies, employees, free-lancers, trainees, all Customer's personnel and all consultants and advisors that have a strict need to know the concerned Confidential information without the prior Written approval of Nactarome.

14.2. In case Nactarome provides its Written approval, the Customer is obliged to use the Confidential Information only with a view to promoting, distributing, selling, marketing, servicing, using the Products.

14.3. The Customer is obliged to take all reasonable measures and precautions to ensure that any employee or representative of the Customer complies with this obligation and to avoid unreasonable multiplication and copying of any document possibly containing Confidential Information.

14.4. The obligation to maintain the Confidential Information secret shall survive in any case the expiry or termination of the Contract.

14.5. The Customer is not responsible for the disclosure of Confidential Information which was available to the general public prior to the disclosure by Nactarome to the Customer, or Confidential Information being required to be disclosed by reason of a judicial order or direction emanating from any competent authority, provided that the Customer gives Nactarome prior notice in Writing of the judicial order or direction before any such disclosure is made.

14.6. Confidential Information shall mean all and any information provided in documentary or electronic or in any other tangible or intangible form, explicitly but not only including any and all information relating to Nactarome's products, know-how, expertise, formulas, recipes, any data relating to the blending process or proprietary blends, business process, marketing process, (potential) clients, customer information, commercial goodwill, expertise, design.

Article 15 Intellectual property rights

15.1. All and any intellectual property rights regarding the Products and the documents provided by Nactarome, i.e. drawings, sketches, schemes, samples, formats, tools, photos, designs, working methods, presentations, advice, images, prototypes, models, mood boards, printed measures, files, websites, brochures, catalogues, recipes, formulas, blending process, mixtures, etc. used by Nactarome shall remain the physical and intellectual property of Nactarome, also if they have been made available to the Customer and irrespective of the contribution made to their realisation by the Customer or third parties engaged by the Customer.

15.2. The exercise of the aforesaid intellectual property rights- including publication, transfer, reproduction, distribution of data, everything in the broadest sense of the word – both during and after the performance of the Contract – is explicitly and exclusively reserved for Nactarome.

15.3. The Customer is not permitted, without the explicit Written consent of Nactarome, to remove, modify or change any labelling or tags applied by Nactarome and referring to its intellectual property rights, or the conditions, clauses, regulations, package inserts,

instructions or any specification or to repack, modify, change or process the Products.

15.4. Nactarome guarantees that the delivered Products do not infringe any intellectual property right of third parties. If however, Nactarome must recognize that the delivered Products do infringe any such rights or a court gives such a decision, which decision has become final, Nactarome shall replace the concerning Products by Products that do not infringe such rights, or take back the concerning Products contra repayment of the price paid, minus the normal depreciations, all this at the sole discretion of Nactarome. Nactarome shall not be liable, except for the cases of wilful misconduct or gross negligence, for any damages or additional compensation towards the Customer and is not obliged to indemnify the Customer in or out of court.

Article 16 Liquidated damages

16.1. In the event of Customer violating the article 14 or 15, Customer shall pay to Nactarome liquidated damages in the sum of € 50.000,- for each and any violation within 10 Days after due notice given by Nactarome, Nactarome still being entitled to full compensation and damages. The amount is increased by an amount of €10.000,- for each Day during which the violation continues, without any notification or notice of default being required.

Article 17 Applicable law and competent court

17.1. The General Terms and Conditions, any Contract and the preceding negotiations will be governed by and construed in accordance with the law of Italy.

17.2. All disputes arising out of or in connection with the General Terms and Conditions and the Contracts and negotiations shall be exclusively settled by the competent **Tribunale di [...] in Italy**. United Nations Convention on Contracts for the International Sale of Goods of 1980 (CIGS) is expressly excluded.

Article 18 Miscellaneous

18.1 A delay or failure of Nactarome to exercise, or the single or partial exercise of any right or remedy by Nactarome shall not be considered a waiver of any right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy by Nactarome.

18.2 If any provision of the Contract is or becomes invalid, illegal, void or unenforceable, it shall be deemed deleted, but that shall not affect the validity of the remainder of the Contract. In that case, parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

Customer's signature

Pursuant to art. 1341 c.c., Customer specifically accepts and approves the following articles:

Article 4 – Prices

Article 6 – Deliveries and delivery time
Article 7 – Complaints
Article 8 – Liability
Article 9 – Retention of title
Article 10 – Payment
Article 11 – Recall
Article 12 – Force Majeure
Article 13 – Termination and cancellation
Article 14 – Confidentiality
Article 15 – Intellectual property
Article 17 – Applicable law and competent court

Customer's signature
