# GENERAL CONDITIONS OF SALE VIAPPIANI PRINTING S.R.L.

(version No. 2 dated May 26th 2023)

## 1. GENERAL PROVISIONS

### 1.1 General conditions of sale

This document contains the general conditions of the sale (hereinafter, the "**Conditions**") of the products (hereinafter, the "**Products**") of Viappiani Printing S.r.l., VAT no. IT05761080968, with registered office in via Cassanese 206, 20054 Segrate (Milan), Italy (hereinafter, "**Viappiani**") to the customer, being a natural or legal person, acting in the context of a business activity (hereinafter, the "**Customer**"). These Conditions are also available by clicking on this link.

### 1.2 Conclusion of the contract

Without prejudice to any different modalities agreed between the parties from time to time, each contract between Viappiani and the Customer concerning the purchase of Products (hereinafter, the "**Contract**"), shall be considered as concluded at the time of receipt by the Customer of the order confirmation issued by Viappiani (hereinafter, the "**Order Confirmation**") that is fully compliant with the purchase order of the Customer (hereinafter, the "**Purchase Order**"). In case of discrepancy between the Order Confirmation and the Purchase Order, the Contract is considered as concluded when Viappiani receives communication from the Customer of its full acceptance of the Order Confirmation, or when, following a new Purchase Order by the Customer, Viappiani issues a new Order Confirmation that is fully compliant with the new Purchase Order.

### 1.3 Conditions applicable to the Contract

Each Contract is composed of and governed by **(i)** these Conditions, **(ii)** the Viappiani's offer (hereinafter, the "**Offer**"), **(iii)** the Order Confirmation and **(iv)** the Viappiani's Code of Conduct.
In the event of a conflict between the provisions of these Conditions and the conditions of the Offer and/or the Order Confirmation, the provisions of the Offer and/or the provisions of the Order Confirmation shall prevail. In the event of a conflict between the conditions of the Offer and the conditions of the Order Confirmation, the conditions of the Order Confirmation shall prevail.
In any case, the application to the Contract of any provision other than the ones above, including any general or particular purchase conditions of the Customer, is at all times completely excluded, unless Viappiani expressly accepts them in writing from time to time.

### 1.4 Acceptance of the Conditions and of the Code of Conduct

These Conditions and the Code of Conduct are brought to the attention of the Customer together with the Offer, or together with the different pre-contractual documentation provided by Viappiani to the Customer. These Conditions and the Code of Conduct are considered as fully accepted by the Customer with the issuance of the Purchase Order.

### 1.5 Validity of the Conditions

Without prejudice to future releases of these Conditions and/or the Code of Conduct that are brought to the attention of the Customer and accepted by with the modalities established above, these Conditions and the Code of Conduct, once accepted by the Customer, shall govern all future purchases of Products made by the same Customer. Therefore, it is not necessary to specifically accept these Conditions and/or the Code of Conduct, nor to expressly recall their application, on the occasion of each subsequent purchase of Products by the same Customer.

## 2. OFFERS

Each Offer by Viappiani to the Customer shall not be considered as binding until issuance of the Order Confirmation. Until that time, the Offer is subject to possible variations of a technical, commercial or other nature.

## 3. QUANTITY TOLERANCES

For all the Products delivered by Viappiani, the following tolerances in increase or decrease with respect to the quantities confirmed by Viappiani shall be allowed: + 5% / -5%.
The quantity tolerances apply both to the total quantity of Products confirmed by Viappiani and to any partial deliveries. The variations that fall within the limits of the quantity tolerances indicated above are not considered as defects and cannot be the subject of a complaint by the Customer, which is obliged to accept them.
If the ordered quantities of the subject in combined printing are compatible on a single printing sheet, also within the tolerance, it might be necessary to apply the over production. In this case, the execution of the order shall be conditional to an agreement between the parties on the adjustment of the quantities. In case of non acceptance by the Customer of the over production quantities, the Customer will be charged for the additional costs due to the exchange of the plates.



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**4. GRAMMAGE AND THICKNESS OF THE IML FILM**
The tolerances relating to the grammage and thickness of the film used for producing the IML labels are the ones stated in the technical data sheets or certificates of analysis of the relevant materials. On request, Viappiani provides the technical data sheets of the material used. The variations that fall within this limit are not considered as defects and cannot be the subject of a complaint by the Customer, which is obliged to accept them.

**5. VOLUME, QUALITY AND SPECIFICATIONS OF THE SUPPLY**
Only the volume, quality and specifications of the supply of the Products reported in the Order Confirmation are to be considered as binding. The order will be processed with the materials customarily used in the normal production processes of the sector, unless the Customer has provided specific indications that have been approved by Viappiani.

**6. GS1 CODE**
Viappiani is not responsible for the consequences deriving from defects in the printing data or in similar materials provided by the Customer for the purpose of printing the EAN/GS1 code, or unique product codes or similar codes or symbols. Viappiani prints the GS1 code using the most advanced techniques. Nevertheless, considering the conditions to which the barcodes may be exposed after the delivery of the Products by Viappiani, as well as the absence of standard measurement and reading systems, Viappiani does not guarantee the readability of the GS1 code at the checkout. The Customer therefore exempts Viappiani from any liability related to the unreadability of the GS1 code at the checkout and undertakes to indemnify, hold harmless and reimburse Viappiani in relation to any detrimental consequence, including, losses, damages, cost of legal consultancy, professional expenses, etc. resulting from the non-use of the GS1 code by the Customer and/or its end customers.

**7. SAMPLES, DRAFTS AND PRINTING DATA - STORAGE**
If the Customer makes samples, drafts, printing data, etc. available to Viappiani, it is the Customer's sole responsibility to ensure that such samples, drafts, printing data, etc. do not infringe any third party intellectual property right. The Customer undertakes to indemnify, hold harmless and reimburse Viappiani in relation to any detrimental consequence, including, losses, damages, cost of legal consultancy, professional expenses, etc. incurred by Viappiani as result of any claim or legal action connected to the violation of the intellectual property rights of third parties occurring through the aforementioned samples, drafts, printing data, etc. provided by the Customer.
Where necessary, Viappiani retains, at the Customer's risk, the samples, drafts, printing data, cutting tools, etc. provided by the Customer or produced for the Customer.
The storage of the materials indicated above lasts for 2 (two) years starting from the last use of the same by Viappiani. Upon expiry of this term, Viappiani may proceed with their elimination and disposal.

**8. DRAFT, PLATES, DIE CUTS, DIGITAL DATA**
The drafts, plates, die cuts and digital data created by Viappiani in performing the Contract remain its property, even if the Customer contributes to their production (e.g., economically).

**9. PACKAGING MATERIALS**
The Customer releases Viappiani from all financial and other obligations concerning the collection of packaging materials. The Customer undertakes to dispose of the packaging materials at its own care and costs.

**10. PRICES**
All prices listed in the Order Confirmation are in Euro and net of all applicable taxes and duties such as, by way of example, VAT, import and export duties, customs duties, etc., which are indicated separately on the Viappiani's invoice and which must be reimbursed by the Customer, unless they are expressly included in the basic price. If the Products cannot be paid in Euro, the Customer shall bear the risks related to the variation of the exchange rates from the date of issuance of the invoice to the date of payment.
The price indicated in the Order Confirmation or in any other forms of agreement is based on the cost of raw materials and/or transport in force on the date of conclusion of the Contract.
In the event of occurrence of variations, independent of Viappiani's will, in the costs of manufacture, transport or in other factors that affect the final price of the Products (e.g., costs of raw materials, energy or production, exchange rates, taxes, duties, customs regulations, etc.), the parties will do their best to renegotiate in good faith the price of the Products. In the absence of an agreement, each party will have the right to withdraw from the Contract in full compliance with the provisions of Article 20.


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**11. INVOICING AND PAYMENT - INTERESTS ON ARREARS - PROHIBITION OF COMPENSATION**

Viappiani will invoice the Customer for the amount relating to each delivery, total or partial, of Products. The invoices will be issued in duplicate and will report the Order Confirmation number, the list of Products, the delivery dates, the quantities, the prices and the details of the total amount.

The Customer is required to perform the payment in compliance with the terms and conditions set out in the Order Confirmation.

In the event of late payment, the Customer shall pay, on the unpaid amounts, without the need for an express formal notice by Viappiani, the legal interests on arrears pursuant to Legislative Decree 231/2002 et seq. at the rate published from time to time in the Official Gazette by the Ministry of Economy and Finance, to be calculated from the day following the expiry of the term for payment until the date of the actual payment, in addition to the reimbursement of the costs incurred by Viappiani to recover the amounts not promptly paid.

In the event that Viappiani, in order to perform the supply, could have obtained a higher interest rate than the aforementioned, the interests on arrears payable by the Customer shall be calculated on the basis of such higher rate, subject to the limits of the law.

The Customer has no right to withhold or suspend the payment of the purchase price of the Products.

The Customer has the right to offset the amounts due for any reason to Viappiani with the amounts due for any reason by Viappiani to the Customer only if its counter claims have been accepted in writing by Viappiani.

**12. DELIVERY OF PRODUCTS**

The deadline for the delivery of the Products is reported in the Order Confirmation. Multiple deliveries and early deliveries of the Products are permitted, subject to compliance with the aforementioned final deadline.

Unless otherwise agreed in writing, the delivery of the Products shall take place under DAP (Incoterms) regime at the place of destination indicated in the Order Confirmation, or at the different place of destination agreed in writing by the parties. Regardless of the Incoterms rules applied, the unloading of the Products and the related costs shall always be at the Customer's care.

If Viappiani is unable to meet the delivery deadline for any reason, it will promptly inform the Customer about the delay and will indicate a different delivery deadline. The Customer is required to communicate to Viappiani, by the end of the working day in which the Customer receives this communication, its willingness to accept or refuse the new delivery term. The silence of the Customer in communicating its decision to Viappiani by this deadline will be considered as tacit acceptance of the new delivery deadline.

Viappiani shall not liable in any case for delays in delivery due to causes not dependent on Viappiani including, by way of example, force majeure events, delays of its suppliers, difficulties in the supply of raw materials or causes attributable to the Customer (e.g., failure or delayed approval of the graphics, communication by the Customer of incorrect or incomplete information, subsequent modification of the information by the Customer, etc.). In the event that the delay in delivery is due to these causes, any additional costs resulting therefrom shall be borne by the Customer.

In any case, Viappiani shall be liable towards the Customer for the delay in delivery only if the delay depends on Viappiani's willful misconduct or gross negligence.

If a shipment of Products cannot be carried out for reasons attributable to the Customer, without prejudice to Viappiani's commitment to store the Products pending shipment, all risks concerning the Products (including the risk of loss or destruction) shall transfer to the Customer from the moment on which the cause impeding the shipment occurs and Viappiani shall be liable for such events only in the event of its willful misconduct or gross negligence.

**13. ACCEPTANCE OF DELIVERY OF THE PRODUCTS**

Upon delivery of the Products, the Customer is required to verify the quality/quantity indicated in the Contract. If defects and/or discrepancies are immediately found, the Customer may refuse the delivery by immediately communicating to Viappiani the reasons for the refusal.

The Customer cannot refuse or delay the delivery of the Products without a legitimate reason. The Customer has no right to refuse the delivery of the Products on the basis of insignificant defects and/or discrepancies, or in the event that any deviations from the agreed quantities fall within the tolerance limits referred to in Article 3, or in the event that the Products comply with the tolerance limits referred to in Article 4.

If the Customer refuses the delivery of the Products on the basis of non-significant defects and/or discrepancies, or despite the Products' compliance with the tolerance limits referred to in Articles 3 and 4, the Products shall be considered correctly delivered at the time they are made available to the Customer by the carrier.

**14. VIAPPIANI GUARANTEE**

**14.1 Object of the guarantee**



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Viappiani exclusively guarantees that:

a) the Products comply with the specifications reported in the Contract;
b) the Products comply with the laws applicable to them in Italy and in the European Union at the time of delivery;
c) the Products are packaged in an appropriate manner and with modalities normally used in the sector in which Viappiani operates.

Viappiani does not provide any guarantee other than the previous ones, In particular, unless otherwise stated in writing by Viappiani from time to time, Viappiani does not guarantee that:

a) the Products comply with the laws applicable to them in countries other than the aforementioned ones;
b) the Products are suitable for a use other than that agreed;
c) the Products are free of defects relating to the GS1 code or to any other code added to the artwork files by the customer or by Viappiani at the request of the Customer.

It is therefore the exclusive responsibility of the Customer who intends to import, export and/or in any case use the Products in countries outside the European Union to ascertain from time to time the compliance of the Products with the laws applicable in the country/ies of destination, also for the purposes of the relevant import or export formalities, and timely provide Viappiani with any information necessary to adapt the Products to these laws, where such adaptation is technically possible and convenient. Viappiani assumes no responsibility for any non-compliance of the Products with the laws applicable in the country/ies of destination in the absence of a timely and/or exhaustive information by the Customer.

**14.2 Duration of the Warranty**
In consideration of the fact that the Products are subject to expiry, the guarantee provided by Viappiani lasts 6 (six) months from the date of their manufacture.

**14.3 Deadline to exercise the guarantee**
In order to enforce the guarantee, the Customer is required to notify Viappiani in writing of the existence of the defect not later than the expiry of the guarantee period provided above. In any case, the Customer is required to report the defect, under penalty of forfeiture, within 14 (fourteen) days of discovery.

**14.4 Modalities to exercise the guarantee**
The Customer must communicate in writing the defect to Viappiani, providing sufficient documentation regarding the defect. The Customer shall grant Viappiani, or a third party authorized by Viappiani, the possibility to inspect the Products deemed defective in order to ascertain their defects and the relevant causes. The burden of proving the existence of the defect and the time of its discovery rests with the Customer.

**14.5 Remedies**
Viappiani has the right, at its discretion, to recondition the defective Products, to replace them or, if the reconditioning or replacement are impossible or excessively expensive, to proceed with an appropriate price reduction. The Products delivered to the Customer in replacement of the defective Products are covered by the same guarantee applicable to the replaced Products starting from the date of their manufacture. This does not apply to reconditioned Products, for which the original warranty term applies.
The replacement of the defective Products or the reduction of the price are subject to the return to Viappiani of the defective Products or to the written declaration of the Customer, under its responsibility, that it has proceeded to their complete destruction.

**14.6 Exclusion of the guarantee**
The guarantee does not apply in the following cases:

a) the Customer was aware of the existence of defect at the time of purchase of the Products;
b) the Customer has not sufficiently demonstrated, or Viappiani has not found, the existence of the defect;
c) the defect is caused intentionally by the Customer or derives from the expiry of the Products, from the Customer's negligence, from the subsequent processing of the Products by the Customer, from the failure by the Customer to comply with the storage conditions of the Products (21° C ± 2° C and RH 45% ± 5%), from non-compliance with Viappiani's instructions, from improper use or modification or repair of the Products without the consent of Viappiani;


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d) the Customer has not paid the full purchase price of the Products. The period required by the Customer to complete the payment of the purchase price of the Products is counted for the purposes of calculating the running of the guarantee, which therefore is not suspended.

**15. LIMITATION OF LIABILITY OF VIAPPIANI**

Unless otherwise and expressly provided for in the Contract, Viappiani is liable only in the event of willful misconduct or gross negligence.
Viappiani is not responsible for damages or indirect, incidental, special or consequential losses suffered by the Customer and/or by third parties due to defects of the Products.
The Customer is required to indemnify and hold Viappiani harmless for what third parties may request Viappiani to pay, also as reimbursement for damages, due to the infringement of rights that are attributable, even partially, to the Customer.
In the event of Viappiani's liability, the amount of the payable damage may not in any case exceed the value of the Products object of the Contract in the execution of which the conduct of Viappiani was found to be prejudicial.

**16. RETENTION OF TITLE**

Unless otherwise agreed in writing, Viappiani retains the right of ownership over the Products delivered to the Customer until full payment of the purchase price and of any additional costs. Until that time, the Customer is the custodian of the Products and is liable for all damages, losses or failures that they may suffer, including for theft, fire or other unforeseeable circumstances or force majeure. The Customer must keep the Products subject to retention of title in the warehouse separate from other products. Viappiani shall have the right to access the Customer's warehouse at any time, upon notice, in order to inspect the Products and check their conservation.
Any enforcement procedure promoted by third parties concerning Products that are still subject to retention of title must be immediately brought to the attention of Viappiani. The Customer is liable for all damages incurred by Viappiani as a result of the promotion of these procedures and shall hold Viappiani harmless from any third party claims. In the event of foreclosure, or other constraint placed by third parties on the Products subject to retention of title, the Customer must notify Viappiani in writing of the circumstance, without delay and providing all the information and documentation necessary for Viappiani to protect its rights. The Customer is required to inform the bailiff and third parties about the existence of the retention of title in favor of Viappiani, as well as to bear, or to reimburse Viappiani, all the costs necessary to avoid or remove the application of restrictions on the Products and make them available again.
If Products still subject to retention of title pass to third parties, Viappiani will in any case retain the right of ownership over them until the moment of extinction of the Customer's debt towards Viappiani. In this case, the Customer is required to inform third parties of the existence of the retention of title in favor of Viappiani on the Products delivered to them. The credit accrued by the Customer following the transfer to third parties of the Products subject to retention of title will be considered as automatically assigned to Viappiani without the need for an express manifestation of will to this purpose. The Customer declares as of now its willingness to record the credit assignment in the accounting books, specifying the amount and the legal basis of the assignment, the debtor, the assignee and the date of assignment. The Customer shall inform Viappiani of any opposition by the third party to the assignment of the credit. In this case, to the extent that the Customer is unable to provide sufficient guarantees to guarantee Viappiani's credits towards the Customer, Viappiani shall have the right to oppose the resale to third parties of the Products subject to retention of title and to exercise any action, including precautionary actions, in defense of its rights.
The retention of title is not affected by the fact that the Products have been included in the Customer's finished product or otherwise subjected to processing. Therefore, in case of processing or transformation by the Customer of the Products subject to retention of title, the retention of title shall extend to the finished product. If the Products subject to the retention of title are processed with objects and materials that do not belong to Viappiani, Viappiani acquires the co-ownership of the finished product in a proportion equal to the value of the Products subject to the retention of title with respect to the value of the finished product.
The Customer is required to pay, including by reimbursing them to Viappiani, the costs that Viappiani has to bear in order to assert its rights relating to the retention of title. Among the actions that Viappiani is entitled to exercise in order to protect the retention of title, there is the right to obtain from the Customer the return of the Products covered by the retention of title with shipment costs to be borne by the Customer.
The Customer waives as of now to oppose the exercise of these rights and undertakes to offer the utmost cooperation to Viappiani, or to third parties appointed by Viappiani, in order to allow Viappiani to exercise its rights.

**17. CONFIDENTIALITY**

The parties undertake to keep strictly secret and confidential and not to disclose to third parties, in any form, any technical and/or business information and know-how exchanged for the management of the Contract or in any way acquired on the occasion and/or in the carrying out of their business relationship, under penalty of compensation for damages that each party proves to have suffered as a result of the violation by the other party of this confidentiality obligation.



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Neither party has the right to use the name of the other party in advertisements, nor to disclose the existence or the contents of the Contract to third parties in any way, without the prior written authorization of the other party. These confidentiality obligations shall survive the termination of the Contract for any reason.

**18. PROTECTION OF PERSONAL DATA**

Each party, acting as data controller, undertakes to collect and process the personal data of the other party and of the natural persons belonging to its organization in compliance with the applicable laws, in particular with the EU Regulation 2016/679 on the protection and circulation of personal data (hereinafter, the "**GDPR**"). In compliance with article 13 of the GDPR, the information relating to the purposes and methods of the processing of personal data and the rights of the interested parties is provided below.

**18.1 Purposes and legal basis of the processing**

The personal data provided will be processed by the data controller exclusively for the following purposes and on the following legal bases, for which a specific consent to the processing by the interested party is not required:

| Purposes | Legal basis |
|---|---|
| To comply with the obligations deriving from a contract of which the interested party is a party or to comply, even before the conclusion of the contract, with specific requests of the interested party | Performance of a contract pursuant to article 6 letter b) GDPR: the processing is necessary for the performance of a contract of which the interested party is a party or for the performance of pre-contractual measures adopted at the request of the same |
| To provide the customers with assistance services, including in relation to business relationships | Performance of a contract pursuant to article 6 letter b) GDPR: the processing is necessary for the performance of a contract of which the interested party is a party or for the performance of pre-contractual measures adopted at the request of the same |
| To comply with the tax and accounting obligations required by law | Legal obligation pursuant to article 6 letter c) GDPR: the processing is necessary to comply with a legal obligation to which the data controller is subject |
| To comply in general with the obligations of law, regulations or European Community laws | Legal obligation pursuant to article 6 letter c) GDPR: the processing is necessary to comply with a legal obligation to which the data controller is subject |

The data provided will be processed with and without the aid of IT tools.

**18.2 Communication of personal data**

The communication of personal data is mandatory for the fulfillment of all legal and contractual obligations. Failure to communicate the personal data may make it impossible to establish or correctly continue the contractual relationship.

**18.3 Retention period of personal data**

Personal data will be kept for the time necessary to achieve the purpose for which they are collected or communicated, or for a maximum period of ten years as required by law in the case of tax and accounting data or contractual documents.

**18.4 Categories of recipients**

The personal data communicated may be known only by the employees and collaborators of the parties specifically authorized to process such personal data as persons in charge or responsible of the processing. These subjects are bound to secrecy and confidentiality also on the basis of specific internal regulations.
The personal data strictly necessary for accounting and financial operations may be disclosed to trusted external professionals (e.g., accountant). Furthermore, the personal data collected may be disclosed, in Italy, to banking institutions, insurance agencies (for the management of any insured risks), public administration, transport companies or shippers, financial administrations, and this exclusively in pursuance of the purposes. listed above. In any case, the personal data will not be disclosed.



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**18.5 Data Controller**
The data controllers are Viappiani and the Customer. In the case of Viappiani, the data controller is Viappiani Printing S.r.l., in the person of its *pro tempore* legal representative, with registered office in via Cassanese 206, 20054 Segrate (MI), Italy, tel.: +39 02 70101112, fax: +39 02 7384345, email: viappiani@viappiani.it, PEC: viappianiprinting@pec.it. With regard to the Customer, the data controller is the Customer itself, in the person of its *pro tempore* legal representative.

**18.6 Rights of the data subject**
Any data subject interested in the processing of his/her personal data may exercise, at any time and without particular formalities, his/her rights towards the data controller, pursuant to article 15 and subsequent of the GDPR, in particular to obtain confirmation from the data controller of the existence of a processing of data concerning him/her, to know the origin thereof, to request the access to personal data, the updating, the rectification, the cancellation or to request the limitation of the processing of personal data or to oppose their processing or to request their portability. These articles also provide for the right of the data subject to file a complaint with a supervisory Authority.

**19. TERMINATION**
Viappiani may terminate the Contract, pursuant to and for the purposes of article 1456 of the Italian Civil Code, by means of a written communication that it wishes to make use of this right, and without prejudice to the right to the payment of damages, if the Customer **(i)** fails to pay in full the purchase price of the Products and any additional costs within the tolerance period 30 (thirty) days from the expiry of the relative term of payment, **(ii)** engages in one or more conducts that constitute a violation of the Viappiani Code of Conduct referred to in Article 26.
Furthermore, the Contract is terminated by operation of law, pursuant to and for the purposes of article 1454 of the Italian Civil Code, in the event that one of the parties fails to fulfill an obligation (which is not of little importance for the complying party pursuant to article 1455 of the Italian Civil Code,) within the term notified in writing by the other party which cannot be less than 30 (thirty) days.

**20. WITHDRAWAL**
Each of the parties can withdraw from the Contract pursuant to article 1373 of the Italian Civil Code, before the starting of the performance of the Contract.
Viappiani may withdraw from the Contract at any time, even if the performance of the Contract has already started (for example, but not limited to, in the case of split deliveries), if the Customer is subject to an insolvency procedure, of settlement with creditors or liquidation or if, in general, the economic conditions of the Customer are such as to reasonably presume the insolvency of the same and the Customer does not provide adequate guarantees, or pay advances to cover the receivables, within a reasonable time.
Each of the parties can withdraw from the Contract in the event that an impediment due to force majeure persists for more than 3 (three) months, as established by the following article 21.
The parties may also withdraw from the Contract in the case provided for by article 10.
In all the aforementioned cases, the withdrawal must be exercised with a notice of 10 (ten) days with respect to the effective date of the same, by written communication to be sent by registered letter with return receipt or certified e-mail (PEC).
Following the withdrawal, Viappiani will stop manufacturing the Products. The Customer shall be required to pay for the Products manufactured prior to the effective date of the withdrawal, in addition to any costs incurred by Viappiani by that date (e.g., for the preparation of drafts and plates, for the purchase of raw materials, etc.).

**21. FORCE MAJEURE**
Neither party is responsible for the non-fulfillment of its obligations to the extent that this is due to force majeure. These are all events that a party cannot foresee or events that, even if foreseeable, are beyond the party's sphere of influence and whose impact on the fulfillment of the Contract cannot be avoided with reasonable efforts (such as, by way of example, strikes, boycotts, lockouts, fires, natural disasters, shortage of raw materials, civil and non-civil wars, riots, revolutions, requisitions, embargoes, power outages, measures by the Public Authority, epidemics and pandemics, etc.). In such cases, the delivery terms of the Products are deemed as extended for the duration of the impediment.
The party that invokes the impediment is required to communicate to the other party, as soon as possible, the existence of the impediment, as well as the effects of the same on the party’s ability to meet its obligations. A similar communication must be given as soon as the impediment ceases.
If the impediment lasts for a period exceeding 3 (three) months, each party may withdraw from the Contract in compliance with the provisions of article 20 herein above.


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**22. TRANSFER OF THE CONTRACT**

The transfer to third parties of the rights and obligations under the Contract is permitted only with the prior written consent of the other party which, however, has no right to deny it without justified reason. Notwithstanding the previous provision, the consent of the transferred party is not required in the event that a party transfers its rights and/or obligations under the Contract to a company controlled by, or connected to, it pursuant to Article 2359 of the Italian Civil Code. In this case, the transfer is effective upon its written notification to the transferred party by registered letter with return receipt or certified e-mail (PEC).

**23. ADDITIONS AND AMENDMENTS - WAIVER – CONSERVATION OF THE CONTRACT**

The Contract represents the entire and unique agreement between the parties on the subject matter of the same and annuls and replaces any different agreement between the parties on the same subject.

Any integration and/or modification of the Contract is effective only if made by means of a written agreement signed by both parties.

No waiver by either party, explicit or implicit, to enforce a provision of the Contract constitutes a permanent waiver to such provision or other provisions of the same. The waiver of a party to enforce a provision of the Contract does not prevent it from demanding compliance with any other provision of the Contract, nor from taking any action in the event of a further breach of the provision of the Contract that is the subject of the waiver.

In the event that a court or a competent authority determines that a provision of the Contract is invalid or ineffective, the invalidity or ineffectiveness of such provision will not affect the other provisions of the Contract and all provisions not affected by the invalidity or ineffectiveness will remain in effect for all purposes. The parties undertake to replace any invalid or ineffective provision with a valid or effective one which reflects, as far as possible, the commercial, legal and economic purposes of the invalid or ineffective provision.

**24. APPLICABLE LAW**

The Contract is governed by Italian law with the exclusion of the Vienna Convention of April 11, 1980 on contracts for the international sale of movable property.

**25. JURISDICTION**

All disputes and proceedings relating to the Contract and/or to the relationship between the parties deriving therefrom shall be subject to the jurisdiction of the Milan (Italy) court.

Notwithstanding the foregoing, Viappiani may promote a legal action against the Customer also at the court of the place where the Customer is domiciled or in which the Products object of the Contract have been delivered or are located.

The Customer accepts the foregoing and waives to any objection in this regard.

**26. CODE OF CONDUCT**

Viappiani has adopted a Code of Conduct which defines the fundamental legal and ethical rules to which Viappiani conforms its behavior and whose compliance Viappiani also requires to its commercial partners, including customers. The Code of Conduct is provided to the Customer together with the Offer and is also available by clicking on this link. With the conclusion of the Contract, as regulated above, the Customer acknowledges and accepts that the Code of Conduct is an integral part of the Contract and therefore agrees to comply with it being aware that the violation of the Code of Conduct by the Customer constitutes a legitimate reason for terminating the Contract by Viappiani.

**27. LANGUAGE AND COMMUNICATIONS**

These Conditions are drawn up in Italian and English. In case of interpretative differences, the text in Italian will prevail.

Any written communication between the parties must be sent to the respective registered offices declared at the time of the conclusion of the Contract or subsequently communicated, or to the domicile possibly elected for this purpose. The communication made to places other than the above will be considered ineffective, unless it is expressly acknowledged or otherwise recognized by the receiving party.



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