

## **General Conditions of Sale of food supplement products**

### **PREMISE**

- Seller details: **Fallani Caramelle dal 1926 Srl** (VAT 06081600485), with registered office in Empoli (FI), Via Primo Maggio n. 31 Zona Industriale Terrafino (Seller).
- Buyer's data

### **Art. 1 Scope of application**

1.1 The General Conditions of Sale apply to all sales made by the Seller. The supplements sold must not be understood as substitutes for a varied and balanced diet and a correct and healthy lifestyle.

1.2 The buyer holds the status of Professional pursuant to the Consumer Code.

1.3 The terms indicated are to be understood as working days, therefore excluding Saturdays, Sundays and national holidays. The images and descriptions present on the price list are to be understood as merely indicative, like those existing on the Seller's website. The colors may differ from the real ones due to the settings of the computer systems or computers used by the buyer to display them.

1.4 The General Conditions of Sale can be modified at any time. Any changes and/or new conditions will be in force from the moment of their communication to the buyer by sending the new general conditions of sale and the new price list and from the relative publication on the Seller's Site. The Buyer is therefore invited to regularly access the Site and to consult, before making any purchase, the most updated version of the General Conditions of Sale.

1.5 The applicable General Conditions of Sale are those in force on the date of sending the purchase order.

1.6 These General Conditions of Sale do not regulate the sale of products and/or services by parties other than the Seller.

1.7 Before carrying out commercial transactions with these subjects it is necessary to check their conditions of sale.

1.8 The Seller is not responsible for the provision of services and/or the sale of products by such subjects, nor for the sale of products by the Buyer to the final consumer or other third parties with respect to the contract of sale between Seller and Buyer.

1.9 The Buyer is required to carefully read these General Conditions of Sale as well as all other information that the Seller may provide during the purchase and delivery procedure of the products.

1.10 The Seller shall in no case be held liable towards the Buyer or third parties for any indirect, incidental, special or consequential damage. This includes, without limitation, any loss of income or other indirect loss resulting from the use of the products or the inability to use them.

## **Art. 2 Prices, payment and delivery methods**

2.1 The prices are indicated in the price list attached under letter A) and do not include VAT (+10%).

2.2. The shipping costs of the Products are borne by the Buyer unless commercial agreements are made. It is recommended to use controlled temperature transport that remains below 25°C if gummy sweets.

2.3 The Seller will ship the Products only after receiving confirmation of the order, which must be in writing by sending an email to the pre-established email address. Ownership of the Products will be transferred to the Buyer at the time of shipment, to be understood as the moment of delivery of the Product to the carrier. The risk of loss or damage to the Products, for reasons not attributable to the Seller, however, will be transferred to the Buyer when the latter, or a third party designated by the Buyer and other than the carrier, physically comes into possession of the Products.

2.4 Payment will be made as agreed with commercial agreements. Commercial interest for late payment will apply on overdue and unpaid invoices as provided for by Legislative Decree no. 231 of 2002 and subsequent amendments and failure or delayed payment will legitimize the suspension by the Seller of further supplies in progress.

2.5 The order will be processed within 60 days of receipt.

## **Art. 3 Legal Guarantee of Conformity**

3.1 The Legal Guarantee of Conformity is reserved for the Consumer. It therefore does not apply when the Buyer has made the purchase for purposes connected and inherent to the entrepreneurial, commercial, artisanal or professional activity carried out. In this case the legal guarantee is governed by the articles 1490 and following of the civil code; in particular, the deadline for reporting any defects is 8 days from discovery and the action expires 1 year from delivery of the product.

3.2 The Seller is not responsible in case of damage, of any nature, deriving from the use of the Product in an improper manner and/or not in compliance with the instructions provided by the manufacturer/seller as well as in case of damage deriving from unforeseeable circumstances or force majeure or from poor conservation of the same.

## **Art. 4 Manufacturer's Warranty**

4.1 The Manufacturer's Warranty is an additional guarantee compared to the Legal Guarantee of Conformity possibly provided by the Seller on the Products. The products sold are not covered by the Manufacturer's Warranty. The Consumer can in any case assert his rights provided for by the Legal Guarantee of Conformity regulated in the previous article.

## **Art. 5 Applicable law and competent court**

5.1 The purchase contract is governed by what is indicated in these General Conditions of Sale and the applicable law is Italian law.

5.2 For any dispute relating to the application, execution and interpretation of this contract, the Court of Florence is competent by mutual consent of the parties.

**Art. 6 Miscellaneous**

6.1 This document fully regulates the relationship between the Buyer and the Seller. In any case, the rights and obligations provided for by the law applicable from time to time are reserved.

**Art. 7 Attachments**

7.1 The price list is attached under letter A).

The Seller

The Buyer.



Handwritten signature of Greco Yocano. Below the signature is a circular notary stamp with the text: "Il Notaio del Tribunale di Palermo Carmine Joffe dal 1921 S.".

Pursuant to and for the purposes of the articles 1341 and 1342 cc the Seller and the Buyer specifically approve the following articles: Art. 1 Scope of application; Art. 2 Prices, payment and delivery methods; Art. 3 Legal Guarantee of Conformity; Art. 4 Manufacturer's Warranty; Art. 5 Applicable law and competent court; Art. 6 Miscellaneous.

The Seller

The Buyer



Handwritten signature of Greco Yocano. Below the signature is a circular notary stamp with the text: "Il Notaio del Tribunale di Palermo Carmine Joffe dal 1921 S.".

**A) PRICE LIST IN FORCE FROM 01/01/2024**

Description	Val.	Price
-------------	------	-------

Any costs for tests requested by the customer will be agreed upon during the commercial phase.

This price list is in force until different commercial agreements.