



## - GENERAL CONDITIONS OF SALE GCS 2023

### 1. GENERAL INFORMATION AND DEFINITIONS

The General Conditions of Sale indicated herein should be understood to apply to every order received by Acqua Minerale San Benedetto spa for the sale of its products, within the limits and under the conditions set out below.

For the purposes of these General Conditions of Sale, the following definitions apply:

- “San Benedetto”: refers to Acqua Minerale San Benedetto spa, with registered offices at viale Kennedy no. 65, Scorzè (VE), registered in the Register of Companies of Venice, registration number and tax code 00593710247,
- “Products”: refers to mineral water and beverages packaged and marketed by San Benedetto under the brands indicated in the appropriate section of the website [www.sanbenedetto.it](http://www.sanbenedetto.it);
- “Customer (s)”: the company, entity, natural person or legal entity to whom the Products are assigned;
- “GCS”: these general conditions of sale;
- “Parties”: San Benedetto and the Customer;

### 2. SCOPE AND EFFECTIVENESS

The GCS apply to all sales of San Benedetto Products for consideration to Customers, whenever a specific written contract has not been signed between the parties as required by the framework agreement Italian Legislative Decree 198/2021.

The sale of plants, production lines or maintenance services, or transfers for consideration or free of charge of semi-finished products, caps or other packaging items do not fall within the scope of the GCS.

The GCS are understood to be known and accepted by the Customer on delivery of the Products.

The San Benedetto GCs prevail over the general conditions of purchase of the Customer.

San Benedetto has the right to modify the Products at any time, without any change to the GCS.

### 3. PRICES - DELIVERY - TRANSFER OF OWNERSHIP

The Product sales prices are contained in the price list and in the sales offer communicated to the Customer by San Benedetto.

The price list prepared by San Benedetto is valid until its amendment or withdrawal is notified.

The prices do not include value added tax or other taxes or duties on the sale, customs duties, packaging costs, CONAI (National Packaging Consortium) fees and transport costs.

The conditions of delivery are understood to be "carriage paid", meaning that San Benedetto will be responsible for organizing the shipping to the customer's premises, charging the relative costs on the invoice at previously agreed rates.

The ownership and the risks of loss of the Products will be passed on to the Customer with the delivery according to the agreed delivery conditions.

### 4. PURCHASE ORDER

The GCS are understood to be supplemented by the purchase orders issued by the Customer, where the following are indicated:

- a) quantity

- b) Product description
- c) price
- d) terms and conditions of delivery
- e) terms and conditions of payment

The Product purchase order may be sent to San Benedetto by fax, email or other electronic data transfer system.

The Order must be signed by the Customer and contain the terms and conditions of the Product sale offer sent to the Customer by San Benedetto. Only once San Benedetto has received the Order matching the sales offer in terms of prices, quantities, products and terms of payment and delivery is the contract finalized and San Benedetto obliged to carry out the supply.

The Customer cannot cancel the order, under penalty of payment equal to the reimbursement of the expenses incurred by San Benedetto up to that moment plus 20% of the agreed price.

#### **5. PAYMENT TERMS**

Unless and different improved agreement in writing has been reached, the terms of payment for the products will be those set forth in art. 4, paragraph 1) let. a of Italian Legislative Decree 198/2021.

In the event of delayed payment, interest on arrears will be due in accordance with Art. 4 p. 2 of Italian Legislative Decree 198/2021, without prejudice to the Supplier's right to suspend deliveries of the Products after having solicited payment by certified email and this request has remained unanswered after 15 days of receipt.

#### **6. PACKAGING**

The products are delivered with returnable packaging that will remain the property of the Supplier. The packaging is regulated as per the annex: "**Special Conditions of Service**"

#### **7. PRODUCT STORAGE REGULATIONS**

The packaging and any special protections will be prepared by San Benedetto in such a way as to allow the handling and storage of the Products without damage.

Upon arrival of the goods, the Customer must check that they are compliant in quality, quantity and type with what was agreed, in good condition and accompanied by all the necessary documentation, expressing any reservations to the carrier in the event of discrepancies in the number of packages or in their weight compared to what is detailed in the transport documents.

In the event of storage in the warehouse at the Customer's premises, the goods must be stored in a place suitable for the storage of food products, and in an environment sheltered from the weather, dry, ventilated and away from heat sources.

#### **8. RESPONSIBILITY OF SAN BENEDETTO**

San Benedetto is responsible for the Products in accordance with the applicable provisions on the liability of the food product manufacturer.

The liability of San Benedetto ensuing from the marketing of the Products is expressly ruled out in all cases in which:

- (i) the storage instructions as indicated in the technical data sheets have not been complied with,
- (ii) the consumption of the Products occurred after the expiry date or the minimum storage term,
- (iii) the Products have been offered for sale in packages that are visibly damaged.

#### **9. OCCUPATIONAL SAFETY**

In all cases in which the delivery of the Products must be carried out at the Customer's premises, the latter undertakes to provide appropriate information to San Benedetto, before delivery, on the risks present in the workplace, on the protection and prevention measures adopted, on the fire prevention plan, and on any other measure observed by the Customer's personnel with regard to accident prevention.

San Benedetto may, at any time, refuse or suspend delivery when it believes that the Customer has not provided sufficient information and / or adopted suitable measures to protect and prevent risks at the workplace.

## **10. PRIVACY**

In compliance with the provisions of the Privacy Code and the European regulation 2016/679 (hereinafter referred to as GDPR), the disclosure required pursuant to the aforementioned regulation, appoints Acqua Minerale San Benedetto SpA as data controller, which informs that the data collected are processed for the fulfilment of contractual obligations towards the Customer.

The data provided may therefore be known by employees and collaborators in their role as Officers or Managers to the extent that this they are necessary to achieve these purposes and fulfil any accounting requirements, and may also be communicated, also as a result of legal obligations, to external parties. The data will also be processed and stored by means of automated tools for the time necessary to fulfil the contractual obligations, and in any case for the time prescribed by civil and tax regulations. The conferral of the data is necessary for the execution of the contract, as well as for the related legal obligations.

The data subject shall always have the right to: access his/her personal data; obtain the rectification or erasure of his/her personal data or the restriction of processing concerning him/her; object to processing; obtain data portability; withdraw consent, if foreseen: the withdrawal of consent does not affect the lawfulness of the processing based on consent provided before the withdrawal; lodge a complaint with the supervisory authority (Data Protection Authority). These rights may be exercised by sending a request by email to [privacysanben@sanbenedetto.it](mailto:privacysanben@sanbenedetto.it). The complete disclosure pursuant to art. 13 of the GDPR is available on the website <http://www.sanbenedetto.it>

## **11. APPLICABLE LAW AND PLACE OF JURISDICTION**

For the convenience of the Parties, this Agreement is drawn up in two languages: Italian and English. In the event of a dispute, the Italian text shall be the governing and prevailing version and the only language of the proceedings will be in Italian.

These GCS are governed by Italian law.

All disputes will be referred to the Court of Venice.