

GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale ("General Terms and Conditions") come into force as of until further notice and shall apply to sales of Licofarma's products and private label products insofar as they are compatible with the terms and conditions set forth in the specific commercial offer dedicated by Licofarma S.r.l. (hereinafter "Licofarma") to the Buyer.

1. Contract formation.

1.1 Orders collected by agents, representatives and sales agents of Licofarma are not binding for the latter until they are confirmed by Licofarma itself. The purchase order transmitted by the Buyer shall, in fact, have the value of a contractual proposal and shall be deemed accepted by Licofarma with the sending to the Buyer, to the e-mail address indicated by the latter in the order itself, of an e-mail confirming the order, which contains the link to the text of these general conditions of sale (https://www.licofarma.com/sites/default/files/sito/condizioni-di-vendita/CGV_Licofarma.pdf), the summary of the order placed and the description of the characteristics of the products ordered. Each purchase agreement shall be deemed concluded when the Buyer receives the order confirmation from Licofarma, via e-mail.

1.2 These General Terms and Conditions (which include those recalled at the bottom of the order confirmation sent by Licofarma to the Buyer), unless otherwise specifically agreed in writing, govern all current and future sales contracts of Licofarma and supersede to all intents and purposes of any previous agreement, oral or written, between the parties to said sales contracts.

1.3 Any breaches and/or behaviour not in compliance with the provisions of these General Terms and Conditions, even if tolerated or not contested by Licofarma, shall not constitute waivers of these conditions, nor precedents to which reference may be made, nor may they be interpreted as tacit acceptance of the breaches themselves.

1.4 Licofarma reserves the right to make amendments and/or additions to these General Terms and Conditions which shall be considered validly notified, taking immediate effect, from the day of their publication on the website https://www.licofarma.com/sites/default/files/sito/condizioni-di-vendita/CGV_Licofarma.pdf

2. Delivery terms and times.

2.1 The delivery and/or shipment terms indicated in the orders and/or in any other document constitute a mere forecast and therefore have an indicative value. Therefore, the Buyer may not claim compensation for damages, price reduction or termination of the contract in the event of non-compliance with the terms indicated in each order.

2.2 In the event of partial execution of the order, due to product unavailability, even temporary, Licofarma shall ship the remaining part of the order as soon as it is available.

2.3 Unless otherwise agreed, delivery shall be "Ex Works" (EXW) and the full cost of shipment shall be borne by the Buyer. As a consequence, once the products have been collected, they travel at Buyers's risk.

2.4 In the event of unjustified rejection of the goods, the outward and return transport costs and any stopovers shall be borne by the Buyer, who shall also be obliged to compensate any damage suffered by Licofarma.

3. Product quality guarantee

3.1 Licofarma guarantees the conformity of the products to Italian and European regulations, in particular regarding Regulation (EC) 1223/2009 on cosmetic products and Regulation (EC) 1272/2008 on classification, labelling and packaging of substances and mixtures.

3.2 The Buyer is exclusively responsible for the compliance of the purchased products with the regulations in force in his own country and/or in the country of final destination of the products and for any translation of the labels where necessary; he also undertakes to obtain from the competent authorities any other possible licence or authorisation to sell, releasing Licofarma from any possible liability. At the Buyer's written request, Licofarma shall make itself available to assist the Buyer by providing the information and documentation required by the local authorities to market the products in the Country of final destination.

3.3 The aforesaid warranty shall not apply in the event of use of the products that does not comply with the use of the product itself and with the instructions/warnings on the subject provided by Licofarma, or reported in the documentation referring to the products purchased or on the labels.

4. Acceptance of the goods and complaints.

4.1 The Buyer undertakes to promptly check that the delivery includes all and only the products purchased.

4.2 Any claims for flaws/defects of the products received and/or any discrepancies with respect to the order placed must be received by Licofarma, in writing and with detailed reasons at the following email address "supporto@licofarma.com", within and no later than 8 (eight) days from the date of the transport document (delivery note) of the products with regard to obvious flaws and within and no later than 15 (fifteen) days from discovery with regard to hidden flaws. Failure to comply with the aforementioned terms shall be deemed as acceptance of the delivered products.

4.3 The Buyer's right to request termination of the contract and/or compensation for direct, indirect or consequential damages of any nature and extent is excluded. It is also agreed that any complaints or objections do not entitle the Buyer to suspend or to delay payment of the Products as well as payment of any other supplies.

5. Terms of payment, title retention and late payment.

5.1 The Buyer undertakes to make payments, within and no later than the terms indicated in each individual purchase invoice.

5.2 Licofarma retains title on goods until full payment in so far as the law of the country in which the goods have been delivered provides the same; as a consequence the buyer may not sell, pledge or transfer them elsewhere; if the contract is terminated due to non-fulfillment of the buyer, the advance payments shall be acquired by Licofarma by way of indemnity

5.3 In the event of late payment of the supplies, default interest shall be applied in accordance with the provisions of Articles 4 and 5 of Legislative Decree no. 231 of 9 October 2002 as lately modified by D. lgs. n. 192/2012.

6. Restrictions on use of Licofarma's goods and advertising and promotional material

6.1 In the event Licofarma sends goods bearing its trademarks and/or name and promotional material (e.g. gadgets, brochures, posters, accessories) of Licofarma, these are understood to be used solely in relation to the supply of its products and for awareness among final consumers of Licofarma's products, in any case within the business for which they have been delivered and in compliance with the terms and conditions of use indicated by Licofarma from time to time.

6.2 Under no circumstances may the Buyer use said goods in ways and for purposes other than those indicated in the previous paragraph.

6.3 The Buyer, moreover, undertakes to return all the material, upon simple request by Licofarma, should no longer purchase products from the same.

7. Use of Licofarma's trademarks and other distinctive signs

7.1 The Buyer acknowledges that Licofarma's trademarks and distinctive signs are the exclusive property of the latter. Consequently, the Buyer may not make any use/device, in any form or manner whatsoever - including reproduction on the World Wide Web - of said trademarks and/or distinctive signs, even in combination with each other or with other trademarks and names, for any reason whatsoever, unless previously approved in writing by Licofarma. The Buyer may not, in particular, apply for registration in his own name of Licofarma's trademarks or distinctive signs or their variants, nor Internet domains containing or that may cause confusion with Licofarma's trademarks and distinctive signs, adopt a company name or business name that may cause confusion with Licofarma's trademarks or business name.

8. Confidentiality.

8.1 The Buyer undertakes for her/himself, for his/her staff and for his/her collaborators, to maintain the strictest confidentiality and to treat as strictly confidential all confidential and reserved information he may become aware of in connection with Licofarma. Confidential information is to be understood as technical, technological and commercial information, data, including statistical data, subject to extreme confidentiality and/or industrial property rights, as well as any other news, confidence, fact, project, information in the broadest meaning of the term, learned about and/or from Licofarma, that is not disclosed by Licofarma itself to third parties with official communications that are not, or have not become, public knowledge.

9. Applicable law and Disputes.

9.1 This sale is exclusively governed by Italian law and the Vienna Convention on International Sales of goods 1980. Any disputes arising out or in connection with this agreement shall be finally settled in accordance with the Mediation rules of the Milan Chamber of Commerce. Should dispute be not susceptible to be settled by means of mediation, the Courts of Lecce shall have exclusive jurisdiction.

Galatina, July 18, 2023