



GENERAL TERMS AND CONDITIONS OF SALE

- 1) Unless otherwise provided in the sale agreement signed by the parties, this sale is governed by the laws of Italy. In case of dispute, only the Court of Bologna will decide, expressly excluding any other court.
- 2) Any order by the buyer constitutes an irrevocable proposal for the proposer under Article 1329 of the Italian Civil Code. The order shall be deemed to be tacitly accepted by **Società Produttori Sementi Spa**, if within 90 days from the deadline of the review of said order, no communication to the contrary, sent by registered mail or PEC, is received by the purchaser.
- 3) The delivery term indicated in the order is to be considered indicative only and not binding. The seller will endeavor to comply with the delivery term indicated in the order, reporting to the buyer any foreseeable delay in delivery. Delay, properly reported, will not give rise to either termination of the sale or compensation for damages. The buyer shall at their own care and expense request information from the seller regarding the execution of the order placed.
- 4) Should shortages in the availability of goods occur due to unforeseen circumstances, the seller will inform the buyer of the quantity that can be delivered within the contractual terms. Any delay in delivery of the remaining goods, which may be subsequently supplied, shall not constitute default and shall not give rise to contractual termination or damages. The provisions of the preceding clause (No. 3) of these general conditions of sale shall apply.
- 5) In the event of large increases in production costs or market prices, the seller reserves the right to adjust the established prices even for previously accepted orders.
- 6) Goods travel at the buyer's risk even if a different Incoterm is agreed. –
- 7) Unless expressly agreed otherwise, the sale and all the prices are Ex Works (EXW) - the seat of the Seller. Payment of the price of the goods shall be valid only if made at the Seller's legal seat. –
- 8) In the event of delayed payment, interest shall be automatically recognized following Legislative Decree 23/2002, increased by an additional 4 percentage points. –
- 9) The buyer undertakes to examine the goods carefully as soon as they are delivered. Unless otherwise provided in the sale agreement signed by the parties, any complaints must be made by registered mail or PEC no later than 8 days after delivery. Any claims on the genetic purity of the seed will be considered and checked only if at the time of delivery of the goods and no later than 8 days, sampling has taken place on an adversarial basis. The warranty in question shall cease if the seals are opened, broken, or otherwise tampered, as well as if the seeds are sold to a third party, or sown. The seller guarantees only the conformity of the goods with the contractual agreements. In any case, the warranty for any defects in the goods shall not exceed the value of the goods supplied, excluding any liability regarding the outcome of the harvest.
- 10) In case of conflict between these general terms and conditions of sale and the written agreement signed by the seller and the buyer, the latter shall prevail.
- 11) **Società Produttori Sementi Spa** informs you that your data are processed following the provisions of EU Reg. 2016/679 (GDPR) and current Italian laws. The privacy notice is available here https://www.psbsementi.it/pdf/privacy_notice_psb.pdf