1. Definitions
The following capitalized terms shall have the meaning set out below:

- GTCP means the following General Terms and Conditions of Purchase.
- The Buyer means V. MANFREDI S.R.L.
- The Supplier means any company to whom a purchase order is sent by Buyer.
- Products means the products and/or services to be supplied or performed by the Supplier as per the purchase order issued by the Buyer.
- Information means commercial, financial, technical and/or scientific information whatsoever disclosed by the Supplier to the Buyer in connection with a purchase order and its performance, including but not limited to technical specifications, formulas, samples, methods and know-how.
- Party(ies) means the collective or individual designation of the Buyer and the Supplier.

2. Application of the GTCP
The purchase order is accepted by the Supplier after it has been issued by the Buyer.

3. Purchase orders
The Supplier shall be solely responsible for the delivery and performance of the Products at the location and within the time period indicated in the order.

4. Changes
Any order change requested by the Buyer which causes an increase or decrease in the order price shall result in the issuance by the Supplier of a corrective invoice which must be accepted by the Buyer prior to any implementation of the requested change.

5. Price
The Supplier shall notify the Buyer of the price of the Products at the time of the order issue or on any other document issued by the Buyer.

6. Invoicing and payment
Invoices shall be issued upon delivery of the Products and shall be sent by e-mail or as may be specified by the Buyer at the invoice address specified in the purchase order. Each invoice must bear the order number, the delivery note number, and the tracking number of the transportation document and the invoice delivery and include all costs necessary to the supply of the Products and in particular packaging, transport, insurance, taxes, any other fees, and any charges related to the performance of the order.

7. Delivery Dates
Time is of the essence. Notwithstanding anything to the contrary, the delivery dates specified in the order are considered to be fixed and cannot be modified without the prior written consent of the Buyer.

8. Delivery, Packaging and Labelling
The Supplier shall deliver the Products to the Buyer by way of an Incoterm, the Seller shall deliver the Goods DDP (Delivered Duty Paid) (Incoterms ICC 2020).

9. Receipt and non-conformity of the Products
The Buyer reserves the right to reject the Products that do not conform to the order or to any technical specifications, formulae or any other applicable document, quality standard, service level or specification in force, either upon delivery or subsequently to the delivery, after inspection and control of the Products by the Buyer.

10. Transfer of title and risk
Notwithstanding any provision to the contrary contained in the documents issued by the Supplier, title to the Products shall pass to the Buyer upon delivery of the Products at the Buyer's premises and at the named place of the performance of the order. The Seller shall have custody and care for goods entrusted by the Buyer for the execution of the order. In the event of on-site order performance or delivery, the Supplier undertakes to comply with the Buyer's rules as well as with any security and safety instructions transmitted by the Buyer.

11. Independent Contractor
The Supplier shall provide all necessary material means and human resources for the supply of the Products. The Buyer shall not be responsible for its personnel and for the material means used for the performance of the order. The Supplier shall ensure custody and care for goods entrusted by the Buyer for the execution of the order. In the event of on-site order performance or delivery, the Supplier undertakes to comply with the Buyer's rules as well as with any security and safety instructions transmitted by the Buyer.