

# GENERAL TERMS AND CONDITIONS OF PURCHASE

(SC EK 244; Released; Version 01/2026)

## 1] SCOPE OF THESE CONDITIONS

These General Terms and Conditions of Purchase shall apply, unless expressly deviated from in writing, to all contracts of any kind concluded between Iproná Lana SpA ("Iproná Lana") and any supplier ("Supplier(s)") (collectively the "Parties" and individually a "Party"). Together with the purchase order accepted by the Supplier, these General Terms and Conditions of Purchase constitute the exclusive and governing agreement between the Parties. This shall also apply if the Supplier, during the quotation phase or upon acceptance of the purchase order, refers to its own general terms and conditions. Any confirmations or counter-confirmations of the Supplier referring to its own contractual terms or general terms and conditions are hereby expressly rejected.

## 2] IMPLIED ACCEPTANCE OF THE ORDER

Unless otherwise agreed, Iproná Lana will convey to the supplier by e-mail the respective order which will contain the following instructions e.g., the goods to be delivered, delivery time and place of delivery. Three days after receipt by the supplier of an order from Iproná Lana and in the absence of a written counter offer the order is deemed to have been accepted and irrevocable.

## 3] AMENDMENTS TO ORDERS

Delivery must follow in accordance with the instructions on the order. Changes to the order are only permitted with the express agreement of Iproná Lana and provided they are confirmed by formal amendment of the order.

## 4] BINDING NATURE OF THE AGREED PRICE

The price stated in the order shall be regarded as fixed with effect from the date of the order to the time full delivery is done even in the event of increases in the prices of raw materials or manufacturing costs arising out of whatever cause including force majeure. The supplier expressly relinquishes all rights under Article 1467 Civil Code (undue burden) and 1664 Civil Code (burdens and difficulties in effecting an order).

## 5] MANDATORY DELIVERY DOCUMENTATION

The supplier must ensure, other than in the case of a prior batch delivery, that the respective delivery is accompanied by the following documented details or provide these to Iproná Lana in writing – by e-mail also – in advance under reference to the document numbers of the accompanying delivery papers. This may be done by fax or e-mail also:

- a] Copy of the spray and treatment programme for the current crop,
- b] Statement of the limiting values for all active substances employed for the current crop management,
- c] Copies of plant protection substances and heavy metal analyses for all raw materials ordered. These analyses must cover the complete spectrum of the spray and treatment programme for the current crop management,
- d] Supplier's own declaration that the goods comply with all existing legal provisions. In making this declaration particular attention must be paid to all current European and individual state provisions with respect to residues of plant protection substances and heavy metals. For fruits grown in Italy the comparatively more stringent regulations with respect to residues of plant protection substances provided for in the ministerial decree of 19.05.2000 (including amendments and supplements), Appendix 5 apply. The same regulation (more stringent regulation) also applies to fruits and unfinished product imported into Italy from outside the European Union area.
- e] Supplier's own declaration in accordance with EU Regulation 178/2002, Article 18, that the goods are fully traceable, including from Ipron Lana to the loading place and from the loading place to the participating growers.

If the supplier fails in whole or in part (e.g., by failure to provide even one of the above-named documents or details) to comply with this obligation Ipron Lana has the incontestable right to refuse acceptance of the total delivery. Any costs ensuing from the return of the delivery, as well as all other associated costs and expenses shall be borne exclusively by the supplier.

## **6] MANDATORY INFORMATION ON ACCOMPANYING SHIPPING DOCUMENTS**

The supplier must quote the following details on the delivery documents accompanying the goods for each individual delivery:

- a] Ipron Lana product code
- b] Description of the goods
- c] Batch number (partial delivery)
- d] Type of container (e.g., large cases, vats, cartons, sacks)
- e] Quantity in each batch (partial delivery)
- f] Number of containers per batch
- g] Number of pallets per batch
- h] Total quantity
- i] Total number of pallets
- j] Batch: aseptic – septic
- k] Storage temperature

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If the delivery documents do not contain all the above-named details the payment deadline for the respective invoice runs from the receipt in writing of the missing details.

## **7] MANDATORY REGULATIONS FOR TRANSPORT COMPANIES AND THEIR DRIVERS**

In addition, the "Guidelines for Hauliers (SC LO 255)" apply to all transport companies. The "Guidelines for Truck Drivers (SC LO 256)" apply to all drivers present on the premises of Ipron Lana. Both documents form an integral part of these Terms and Conditions, and are available [via this link](#), and must be strictly observed.

## **8] BINDING DELIVERY DATE**

The delivery date stipulated by Ipron Lana on the order is binding and material. The supplier indemnifies Ipron Lana against all damages and additional costs arising out of a delivery delay unless the delays in question are attributable to force majeure.

## **9] WARRANTY, NOTICE OF DEFECTS AND DEADLINES**

The supplier guarantees that the goods meet the agreed properties, standards and quality and are free from errors and defects, also covert faults.

In this context, within the statutory warranty period, the Supplier shall be obliged, if defects or deficiencies in the delivered goods are identified by Ipron Lana during sample inspections and are notified to the Supplier in writing, to take back the defective goods at its own expense and to promptly provide a defect-free replacement delivery, without prejudice to Ipron Lana's right to assert any further or other claims for damages.

## **10] RIGHT TO WITHHOLD PAYMENT**

In the cases named in Article 9] Ipron Lana has the incontestable right to make payment of all outstanding invoices – without this action resulting in payment of damages to the supplier – dependent on delivery of fault free substitute goods.

## **11] DATA PROTECTION**

The Parties shall keep confidential all data and information of the other Party obtained in the course of the business relationship and shall not make such data or information accessible to third parties. This confidentiality obligation shall apply without limitation in time and shall remain in force even after termination of the contractual relationship.

In the course of their activities, the Parties will come into contact with personal data within the meaning of Article 4(1) of the GDPR and hereby undertake to comply with the applicable data protection laws. The Supplier acknowledges and agrees that the personal data obtained by Ipron Lana in the course of the business relationship may be used for the processing of orders and for the necessary administrative procedures and may, where applicable, be transferred to third parties for processing, provided this is permitted and carried out for purposes related to the

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performance of the contractual relationship. Further information is set out in Ipron Lana's "[Privacy Policy](#)" in accordance with the GDPR, which is expressly accepted by the Supplier.

## **12] INFORMATION SECURITY AND REGULATORY COMPLIANCE (DIRECTIVE NIS2)**

- The Supplier undertakes to implement and maintain appropriate technical and organizational measures to ensure an adequate level of security for the systems, infrastructures and services used in the performance of this contract, in compliance with Directive (EU) 2022/2555 (NIS2) and the applicable national implementing legislation.
- The Supplier guarantees that any subcontractor or third party involved in the execution of the activities under this contract shall be subject to equivalent security obligations and remains fully liable for the performance of said subcontractors.
- The Supplier shall notify Ipron Lana within 24 hours of becoming aware of any cybersecurity incident that may compromise, even potentially, the confidentiality, integrity, or availability of data, systems or services related to this contract.
- Ipron Lana reserves the right to conduct security audits, either directly or through third parties, upon prior written notice, in order to verify compliance with the provisions of this article. The Supplier shall provide full cooperation during such audits.
- Upon request by Ipron Lana, the Supplier shall undergo a supply chain-related risk assessment and share, where relevant, the results of internal audits or certifications (e.g., ISO/IEC 27001).
- Failure to comply with the provisions of this article shall constitute a material breach of contract pursuant to Article 1456 of the Italian Civil Code.

## **13] GOVERNING LAW**

For these conditions of purchase and the overall legal relationship between Ipron Lana and the supplier Italian law shall apply exclusively.

## **14] PLACE OF JURISDICTION**

The parties agree that the court of jurisdiction for any and all disputes relating to this agreement shall be Bozen, Italy.

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Read and expressly accepted on \_\_\_\_\_

Supplier's stamp and signature

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*The clauses set out below must be signed separately exclusively by suppliers having their registered office in Italy.*

For the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Supplier hereby declares that it has expressly taken note of and fully accepts the following clauses of the General Terms and Conditions of Purchase of Ipron a Lana SpA.:4 (Binding nature of the agreed price), 5 (Mandatory delivery documentation), 6 (Mandatory information on accompanying shipping documents), 10 (Right to withhold payment), 14 (Jurisdiction).

Supplier's stamp and signature

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