

Sales terms and conditions

Hereby we invite you to read and accept the following *Terms and conditions* with reference to our Order Confirmation nr _____ dated _____.

1. PREAMBLE AND GENERAL PROVISIONS

Berryplant SS by Grisenti Maria Maddalena and Co., hereinafter referred to as *BERRYPLANT*, is engaged in the production, growth and selling of raspberry and blackberry plants. The present general conditions apply to all transactions relating to the sale of goods and products on the part of *BERRYPLANT* and are considered expressly accepted by the client itself and any possible sub-buyers, if the sale to the sub-buyers is authorized. Upon conclusion of the order, the customer must declare to have read and accepted the present conditions of sale in its entirety.

2. TYPE OF PRODUCT

BERRYPLANT provides plants to professional makers with the one and only purpose of yield fruit. The varieties marked with * and ® are patented. Any reproduction or propagation deriving from this plant category is expressly prohibited.

3. ORDER AND ORDER CONFIRMATION

The order of the plants, without prejudice of a different agreement, can be submitted at any time of the year.

Five weeks before the delivery of the goods, *BERRYPLANT* will send an *order confirmation* to the customer. Said confirmation must be controlled in its entirety, signed and sent back as quickly as possible to *BERRYPLANT*. The order confirmation can be sent by e-mail, fax or registered mail. The shipping will not be arranged and carried out without a signed order confirmation. The acceptance of the order confirmation binds the customer to collect the goods on the date and on the conditions stated within said confirmation, as well as to abide by the payment conditions agreed upon. The confirmation of the seller has the value of acceptance and is the only document that commits the parties and regulates the contractual relationship to the extent not provided in these general conditions of sale.

4. CHANGES IN THE ORDER AND IN THE DELIVERY DATE OF GOODS

Considering that the material is living material, the delivery terms indicated by *BERRYPLANT* in any case shall not be mandatory, but shall be understood as purely illustrative and non-binding for *BERRYPLANT*. Changes by the customer regarding quantity and delivery date already communicated to him are only possible with written expressed authorization by *BERRYPLANT*.

5. RETRACTION OF THE ORDER

The annulment is not allowed after the signature of the order confirmation, unless otherwise provided by written permission *BERRYPLANT*.

The seller reserves the right to rescind the contract in case of facts or circumstances that alter markets stability, currency value, the conditions of industries producing raw material and supply conditions. The seller will also be entitled to withdraw from the contract without any charge where disputes are raised, injunction actions brought or enforcement or precautionary measures applied against the buyer or where insolvency proceedings are commenced against it. Regulatory standards for matters not expressly governed by the general terms and conditions stated in the contract will be governed by the sale regulations provided for by the sections 1470 and following of the Civil Code also in the case of supply and installation of the products.

6. WARRANTIES AND RESPONSIBILITIES

This section defines the terms and limits of liability of *BERRYPLANT* regarding the product sold. All *Berryplant* plants are produced according to an internal protocol to ensure the best possible health and quality of the product. In spite of the good practices the plant can develop viruses, diseases or "pomological alteration" at a later stage.

In particular, *BERRYPLANT* is not responsible for:

- latent diseases or dysfunctions which were not visible to the inspections provided for in our protocol;
- problems resulting from damage, negligence or shortcoming relating to good cultivation methods performed by the customer or by third parties, including the misuse of fertilizer, pesticide treatments, subsoil or inadequate plantation soil;
- quantity of crop yielded by the plant
- gene mutations occurred at a later stage and not visible before the shipping of the goods;
- missed crop, economic or investment loss, direct or indirect costs increase.

Moreover, if a test to detect the presence of a disease or virus is carried out prior to the delivery of the goods and the result is negative, such result is to be considered definitive and cannot be challenged by any tests carried out after the delivery. The purchaser has not the right to rescind the contract and the seller does not bear any liability for any direct or indirect damage suffered by the purchaser, unless it remains within the limit set by the section 1229 of the Civil Code. In the case of supply by distributed delivery, any possible claim, even if prompt, does not exempt the purchaser from the commitment to collect the remaining quantity of goods.

7. PAYMENTS

The payments must be made at the seller's office. The collection of sums paid upon ordering on part of the seller does not represent acceptance of the order itself. The seller, in the case of not accepting the order, will return the sums collected without interests. In the case of non-fulfilment on part of the purchaser, the sums paid in advance will be withheld by the seller as a penalty except the right to compensation for greater damages; in case of non-fulfilment on part of the seller, it will be returned double the amount already paid by the purchaser, without any right of compensation for further damage.

In case of delayed payment, the buyer -according to the administration decree 231/02- shall pay overdue interest, besides the compensation costs increased by 7 points accrued from the expiry date agreed upon. Any possible claim or protest, notified either bringing an action or raising an objection, will not allow the suspension of the goods payment. If the goods payment is provided for by means of bonds, these must reach the seller's office before or at the same time as the collection of the goods. In the case of missed payment, even just a part of the total sum, by the arranged expiry date, the purchaser will lose the benefit of the payment deferment also for the ongoing supply. The seller may also request the implementation of the sections 1460 and 1461 of the Civil Code.

8. COMPLAINTS

The customer is responsible for controlling the visual quality and the good condition of the material upon delivering.

If abnormalities are found, evident flaws, damage or deformity, any complaint must be received by fax (+39 0461 554942), or e-mail (info@berryplant.it) within 24 hours from the signing of the document which attests the goods delivery. The complaint must contain the specification regarding the amount of damaged material and the customer must also include photographic documentation, and also the data logger data if the loading is provided with that device (specified on delivery note). We invite you to pay attention to the imposed time limit of 24 hours; in fact, any later claim will not be considered valid.

If the plant damage can be ascribed to the transport, the plant must be collected anyway, in order to be entitled to the right of compensation toward the carrier.

9. REIMBURSEMENT

In case the objection shall appear documented and well founded, *BERRYPLANT* may decide -together with the customer- to refund the sum paid for the purchase (by credit note) or to replace the damaged material with new material.

10. LAW AND JURISDICTION

All the above mentioned conditions are to be understood as in accordance to Italian law and jurisdiction. Any dispute relating to the interpretation, performance, default or termination of the contracts of *Berryplant* shall be subject to the jurisdiction of the Italian courts, specifically of the Court of Trento.

Read, signed and approved

For receipt and acceptance

The purchaser _____

In compliance with the sections 1341 and following of the Civil Code, the purchaser declares with its signature to have read carefully all the sections of the above reported selling conditions and to approve them unconditionally, with particular reference to the following clauses: section 3 ORDER AND ORDER

CONFIRMATION; section 4 DELIVERY DATE NOT BINDING; section 5 RETRACTION OF THE ORDER; section 6 WARRANTIES AND RESPONSIBILITIES; section 8 COMPLAINTS; section 10. Applicable law and jurisdiction

Read again, signed and approved

For receipt and acceptance

The purchaser
