

**KEMIN NUTRISURANCE EUROPE:  
PET FOOD & RENDERING TECHNOLOGIES**  
**KEMIN Nutrisurance Europe Srl | Società Unipersonale**  
HQ and plant: Via della Tecnica 11 • Veronella (VR) 37040, Italy  
Tax ID code, registration number and VAT No. 03075300982  
tel: +39.0442.482711 • fax: +39.0442.482799 • [kemin.com/nutrisurance](http://kemin.com/nutrisurance)

**GENERAL TERMS AND CONDITIONS OF SALE**  
**KEMIN NUTRISURANCE EUROPE S.R.L., SOCIETÀ UNIPERSONALE**

**ARTICLE 1 DEFINITIONS**

In these General Terms and Conditions of Sale, Seller shall mean: **KEMIN Nutrisurance Europe S.r.l., Società Unipersonale**, an Italian company, incorporated under the laws of Italy, with legal address in Via della Tecnica 11, Veronella (37040-VR), Italy, VAT. N. 03075300982, email: [kn.customerservice.italy@Kemin.com](mailto:kn.customerservice.italy@Kemin.com) (hereinafter also “Kemin”).

Other definitions:

- 1.1 **Accepted Order:** the specific sale order placed by the Buyer, which has been accepted in writing by Kemin.
- 1.2 **Contract:** The Contract or any equivalent document signed by the Parties in which are indicated special terms, quantity, volumes, Incoterms rule, etc., such as, but not limited to: purchase orders, confirmation orders, other agreements.
- 1.3 **Buyer:** means the entity to which Kemin is providing Products or Services under the Contract.
- 1.4 **Documentation:** the documentation with respect to the Goods and/or Services as provided by Kemin to the Buyer stating the intended use and the specification of the Goods and/or Services. i.e. Specification sheet, Safety Data Sheet.
- 1.5 **Due Date:** shall mean the specific date by which a payment is required to be made under this T&C, or as outlined in a Contract, invoice, or payment agreement.
- 1.6 **Goods:** products or instruments supplied by Kemin.
- 1.7 **Parties:** Kemin and the Buyer.
- 1.8 **Party:** each of Kemin and the Buyer.
- 1.9 **Services:** laboratory analysis or consulting services and any data, results and reports and any related thereto, performed or supplied by Kemin.
- 1.10 **T&C:** these General Terms and Conditions of Sale and Delivery.

**ARTICLE 2 SCOPE OF APPLICATION**

- 2.1 These T&C regulate business relationships and are applicable to business transactions concluded between the Buyer and Kemin Nutrisurance Europe S.r.l., Società Unipersonale, i.e. to whole or partial sales and supply contracts or contracts for services concluded between Kemin and the Buyer (hereinafter the “contract” or “contracts”) from the date of their publication.
- 2.2 These T&C may only be amended or modified in writing by Kemin, giving that the new T&C will be signed by the Buyer.
- 2.3 The Buyer's general Terms and Conditions are not applicable and expressly excluded, irrespective of the time at which they are communicated or their subject title. The Buyer agrees that his terms and conditions, as well as any special terms proposed coming from the Buyer shall not apply to any sales transactions between the Parties, even if such T&C are sent to Kemin attached to any invoice, Specifications, Buyer's form, questionnaire, or any other document. Only the special terms explicitly agreed between the Parties in a signed agreement or contract may amend or supersede any terms of this T&C. Any conflicting or a
- 2.4 dditional terms proposed by the Buyer are expressly rejected unless expressly accepted in writing by the Seller.
- 2.5 The English wording of these T&C shall prevail.
- 2.6 Any special or general requirements of the Buyer stated in offers, orders, email, Purchase Order, Confirmation Order, etc. shall not constitute an exemption from the T&C, unless expressly accepted by Kemin in writing.
- 2.7 The T&C apply to all requests, offers and Contracts relating to the sale of Goods and/or the performance of Services - irrespective of their nature - by Kemin to the Buyer.
- 2.8 The Parties may provide for different terms than those provided in these T&C, given that these different terms are negotiated and

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included in a Contract, or other equivalent document signed by both Parties. For example, if there is a discrepancy or ambiguity between the terms provided by the Parties in the Contract and this T&C, the provisions in the Contract will prevail.

- 2.9 Waiver. No waiver by the Parties of any of the provisions of this T&C is effective unless explicitly set forth in writing and signed by both Parties. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this T&C operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**ARTICLE 3 OFFERS – ORDERS – CONCLUSION OF AN CONTRACT**

- 3.1 All offers, indications of prices, or other type of proposal from Kemin are non-binding without Kemin's written acceptance of the order placed by the Buyer.
- 3.2 The Buyer must indicate or confirm specific Goods and/or Services, quantity, price, total purchase price, shipping instructions, requested delivery dates, sold-to and ship-to addresses and any other special instructions during the ordering process.
- 3.3 The Buyer acknowledges that it is aware of and approves the specifications of the Goods or Services offered and sold by Kemin, being the composition of the type of product, instrument or service ordered.
- 3.4 Every communication, amendment, offers, order or confirmation between the Parties shall be on writing form.

**ARTICLE 4 PRICES**

- 4.1 All prices indicated in the purchase orders and pricing list shall be net prices, expressed in EUR (excluding applicable taxes and duties). Any taxes and duties required pursuant the laws applicable to the Buyer, shall be borne by the Buyer, unless otherwise agreed between the Parties.
- 4.2 Kemin reserves the right to adjust its price lists and quotation giving a prior written notice of thirty (30) days to the Buyer. Prices of Accepted Orders are not subject to change.

**ARTICLE 5 TERMS OF PAYMENT**

- 5.1 Unless otherwise agreed in writing, payment must be made within thirty (30) days from the date of the invoice by bank transfer (the Due Date). Payment shall be considered completed when the respective sum is received and at the disposal of Kemin. In cases where payment is required to be supported by a bank guarantee, the Buyer must provide Kemin with a first demand bank guarantee, issued by a primary European Union's bank in accordance with the ICC Uniform Rules for Demand Guarantees, at least thirty (30) days before the delivery date. The bank guarantee shall be payable upon a simple declaration by Kemin stating that payment has not been received within the agreed-upon term.
- 5.2 Unless otherwise agreed, any expenses or bank commissions associated with the payment shall be borne by the Buyer. If the Parties have agreed on payment in advance, without further indication, it will be assumed that such advance payment refers to the full price. Unless otherwise agreed, the advance payment must be credited to the Kemin's account at least thirty (30) days before the agreed date of delivery.
- 5.3 If the Parties have agreed on payment against documents (documentary collection) payment will be, unless otherwise agreed, Cash Against Documents (CAD).
- 5.4 If payment is not received by Kemin by the Due Date, Kemin reserves the right to suspend further deliveries of any Accepted Order or future orders until full payment has been made. In such circumstances, Kemin may, at its discretion, modify the payment terms, and any outstanding invoices will become immediately due and payable. Any complaint regarding an invoice must be notified to Kemin by registered letter within eight (8) working days from the date of the invoice concerned.
- 5.5 In the event of late payment, interest will automatically accrue from the due date until the full payment of the invoice amount. The interest rate shall be determined in accordance with Italian laws. Furthermore, at the discretion of Kemin, and applicable only in the case of three (3) unpaid invoices, an administrative fee of ten percent (10%) of the invoiced amount may be applied. Kemin reserves the right to recover any costs and expenses associated with the collection of unpaid and overdue amounts, including reasonable attorneys' fees and expenses.

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- 5.6 Delivery of the Goods and Services is subject to the Buyer maintaining satisfactory creditworthiness towards Kemin. Kemin reserves the right, without liability to the Buyer, to suspend or delay performance or delivery at any time, pending the receipt of assurances deemed adequate by Kemin in its discretion. These assurances may include full or partial payment of outstanding amounts or prepayment for future orders.

**ARTICLE 6 DELIVERY OF GOODS**

- 6.1 The Buyer shall be responsible for providing Kemin with all necessary and relevant information well in advance to facilitate the proper shipping arrangements. If any such instructions, documents, or confirmations are not received in a timely manner or would require unreasonable expense or delay on the part of Kemin, then Kemin may, at its sole discretion and without prejudice to any other remedies, delay the delivery time.
- 6.2 Delivery dates, and any special terms regarding the delivery, shall be mutually agreed upon between the Parties before the date of the shipping. Unless otherwise specified or agreed, the delivery time for Kemin shall be considered as one (1) month from the date of Order acceptance.
- 6.3 Although the delivery terms will be respected as much as possible, Kemin is not financially responsible for the consequences of a possible late delivery due to Force Majeure (pursuant to **Art. 12** of this T&C), or to the following circumstances: buyer's default, delay or non-payment of an invoice, a proven and certified shortage of raw materials assuming Kemin can provide evidence to the Buyer, rejects of the goods.
- 6.4 Risk of loss with respect to the Goods shall pass to the Buyer in accordance with the agreed Incoterms® Rule.
- 6.5 Each delivery should be treated as a separate and independent delivery and contract, unless otherwise provided by the Parties.
- 6.6 **Retention of Title.** All Goods will remain the property of Kemin until the full agreed price has been paid by Buyer. If the Buyer fails to comply with the agreed payment obligations, Kemin will have the right to reclaim and repossess the unpaid but delivered Goods, regardless of where the Goods are located. The amounts already paid will be withheld by the Seller as compensation and reimbursement.

**ARTICLE 7 ACCEPTANCE OF GOODS AND CLAIMS**

- 7.1 After the receipt of the Goods, the Buyer shall immediately conduct inspection of the Products to identify any visual defects or whether any portion fails to comply with the Accepted Order or the specifications of the Products. In the event of alleged visual defects of non-conformity or quantity the Buyer shall promptly notify to Kemin the claim by written notice according to the following terms:
- i) by notifying Kemin directly in writing no later than eight (8) calendar days from the date of delivery. In any event before the Goods undergo any processing, whichever occurs earlier.
  - ii) The Buyer shall specify and describe the claim by sharing with Kemin the evidence of the alleged non-conformity, including any pictures, analysis and document that can help Kemin in evaluate the claim;
  - iii) The claim shall be sent to Kemin via email at the following address: [kn.customerservice.italy@kemin.com](mailto:kn.customerservice.italy@kemin.com). Kemin will inspect the claim and the evidence provided by the Buyer within eight (8) days from the date of the receiving of the claim.
- 7.2 In the absence of a timely and valid notice in accordance with Article 7.1, the Buyer shall be deemed to have irrevocably accepted the delivered Goods.
- 7.3 If, after inspection, Kemin agrees in writing that any of the Goods are defective or non-conforming, and in case of hidden defects, the Supplier's aggregate liability shall be limited to the following, depending on the selected alternative and noncumulative remedies below made at the sole discretion of Kemin:
- 1) a reduction in price in relation to the quantity of faulty or non-conformity Goods;
  - 2) the repayment of the unit price agreed between the Parties;
  - 3) When it's reasonably and not excessively burdensome for Kemin, the replacement of the faulty Goods whereby it retains ownership of the replaced Goods.
- Under no circumstances shall Supplier be liable for further damages.

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- 7.4 Returns of the goods will only be accepted with prior written approval from Supplier. In case Kemin have accepted the claim, the costs of return of the defective goods shall be borne by the Seller. Should the Buyer return the goods prior to Kemin's acceptance, any costs of returning the goods shall be borne by the Supplier.
- 7.5 Complaints shall not suspend the Buyer's obligation to pay the issued invoices.

**ARTICLE 8 DELIVERY OF SERVICES**

- 8.1 Kemin shall provide the Buyer with the Services as set forth in the Accepted Order in a diligent and professional manner, and according to the Special Conditions of Service enclosed to the Contract.
- 8.2 Any data, results and reports in relation to the Services shall be provided "as is". The express warranties set forth in Article 10 are the only warranties made by Kemin with respect to the Services. Kemin shall never be held liable towards the Buyer with respect to any data, results and reports in relation to the Services.

**ARTICLE 9 USE**

- 9.1 Kemin is not liable for damage caused to persons, goods and/or animals, which results from the use of the Goods and/or Services beyond the intended use as set forth in the Documentation, i.e. specifications of the products, Safety Data Sheets. Neither can Kemin be held responsible for the results of improper or negligent processing or handling of Goods and/or Services purchased under the Contract by the Buyer and the final product sold by the Buyer.
- 9.2 The Buyer acknowledges that:
- i) the Buyer holds the full responsibility for the specific use of the Goods and/or Services, including, but not limited to requirements regarding product handling, working environment regulations, product documentation as well as public authority requirements (including but not limited to safety and working environment requirements), relevant laws and all other types of rules and regulations;
  - ii) the use of Kemin's Goods and/or Services in certain applications may require specific (governmental) approval in some countries; the Buyer is solely responsible for obtaining such approval; and
  - iii) the Buyer holds the full responsibility that its use of the Goods and/or Services does not infringe any third-party rights, including intellectual property rights. Kemin shall not bear any liability in connection herewith.

**ARTICLE 10 WARRANTY**

- 10.1 Kemin warrants and represents that:
- i) it has title to the Goods and/or Services;
  - ii) the Goods and/or Services are free of any third-party liens or encumbrances; and
  - iii) at the time of transfer of the Goods and/or Services from Kemin to the Buyer, the Goods and/or Services comply with the Documentation, which the Buyer has acknowledged and approved, in effect at the time of the conclusion of the Contract or the submission of the order.
- 10.2 This warranty shall apply only to the Goods and/or Services received by the Buyer in the same unbroken package or format as actually shipped/delivered by Kemin. Whether intentional or accidental, any breakage, leakage, or subdivision that will have a direct bearing on the quality and characteristics of the Goods and/or Services, as well as any storage or handling inconsistent with Kemin's storage and handling instructions in the Documentation concerning the Goods and/or Services, shall render this warranty null and void with respect to the Goods and/or Services so affected.
- 10.3 Defects/non-conformities of the Goods shall only be understood as those related to the intrinsic characteristics of the petfood-feed sector in relation to the composition stated on the labeling of the goods.
- 10.4 Kemin exclude any warranty for defects concerning the performance of the feed which are influenced by external factors. Likewise, any warranty regarding the qualities and characteristics of the animals to which the feed is administered is explicitly excluded. In any case,

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- any warranty for defects in products used beyond the Minimum Conservation Term indicated on the labeling is excluded.
- 10.5 The warranty period is indicated in Art. 7.1, from the date of delivery or as specified in the Contract, during which Kemin shall be responsible for addressing any warranty claims raised by the Buyer following the provisions of Art. 7 of this T&C.
- 10.6 The foregoing warranty is the Buyer's exclusive warranty and is made expressly in lieu of all other warranties of any kind, express, implied or otherwise, including, without limitation, warranties of merchantability, fitness for a particular purpose or use, non-infringement of any third-party intellectual property rights resulting from any use of the Goods and/or Services and any warranty arising by law, out of any course of dealing or performance, custom or industry standard.
- 10.7 Kemin does not authorize the Buyer or any other person to make any warranties on behalf of Kemin regarding Kemin's Goods and/or Services. No warranties of any kind by the Buyer or any other person shall be binding upon Kemin.
- 10.8 A warranty claim is only valid if comply with the provisions of Art. 7.1-7.5 of this T&C.

**ARTICLE 11 LIABILITY AND INDEMNIFICATION**

- 11.1 Except in the case of willful misconduct or gross negligence on the part of the Seller, in no event Kemin shall be liable under any circumstances, whether based in Contract, tort (including negligence and strict liability) or otherwise, for following actions which may arise from the Contract:
- i) damages or losses relating to the Buyer's professional activities (including but not limited to loss of time, loss due to delay in delivery, loss of production, lower results or loss of animals);
  - ii) any commercial or economic losses of any kind (including but not limited to loss of turnover or profits, loss of use and/or capital costs);
  - iii) any claim against the Buyer by a third party; and
  - iv) more generally, any special, indirect, punitive, incidental or consequential damages, losses or costs.
- 11.2 Kemin shall indemnify, defend and hold the Buyer harmless from all costs related to breach of the limited warranties in Article 10.1 and product liability claims where it is established that such liability arises directly from defects in Goods when used in accordance with its intended use as set forth in the Documentation and relevant safety documentation.
- 11.3 The Goods are manufactured according to the rules of Italian and EU law. Kemin assumes no responsibility for their compliance with the legislation of other foreign countries, unless otherwise agree upon between the Parties under a specification agreement.
- 11.4 The Buyer shall hold harmless and indemnify Kemin from and against liability, obligation, loss, damage, fees, fine, penalty, action, claim, judgment, settlement, proceeding, cost, expense and disbursement of any kind or nature whatsoever, including all reasonable attorneys' fees, costs and expenses of defense, appeal, and settlement of any suits, actions or proceedings instituted against Kemin and all costs of investigation in connection therewith that may be imposed on, incurred by, or asserted against Kemin by a third party arising out of any Accepted Order, except if specifically covered by the limited warranties in Article 10.1.

**ARTICLE 12 FORCE MAJEURE**

- 12.1 Kemin shall not be liable for any delay in or impairment of the performance of the Contract due to (for example but not limited to) war (declared or not), epidemics, pandemics, acts of God, fire, flood, strike without notice, cyberattacks, equipment breakdowns, inability to obtain or shortage of raw materials, total or partial mobilization, import and export prohibitions, regulations of any governmental authority, or any cause or condition beyond the reasonable control of Kemin, which could not have been reasonably foreseen on the date of the Contract, nor can reasonably be avoided and which renders the performance of the Contract by Kemin reasonably impossible (hereinafter "**Force Majeure Event**").
- 12.2 In any Force Majeure Event, Kemin shall be entitled to such additional time to perform the Contract as may be reasonably necessary and,

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in any case, not less than the period of delay caused by such circumstances.

- 12.3 In any Force Majeure Event, Kemin shall have the right to apportion its production and deliveries among its Buyers as it sees fit in its sole discretion.
- 12.4 In any Force Majeure Event, Kemin has the right to suspend or terminate totally or partially the Contract without (i) being held liable, nor (ii) owing any indemnification to the Buyer, nor (iii) having to refund amounts already paid by the Buyer.
- 12.5 A Party claiming a Force Majeure Event must provide a notice to the other Party, evidencing the Force Majeure Event within ten (10) calendar days of its occurrence and that Party must use all commercially reasonable efforts to mitigate the effects of the Force Majeure Event.

### **ARTICLE 13      HARDSHIP**

13.1 If, during the performance of the Contract, substantial changes occur in the economic, financial, political, or legal landscape that are beyond the reasonable control of the Parties and could not have been reasonably anticipated at the time of Contract conclusion, resulting in significant difficulties or increased costs for the implementation of the Contract, and causing material hardship for Kemin, Kemin may, in writing, notify the Buyer of its intention to review, suspend, or terminate the Contract in light of the changed conditions. If the Contract is to be reviewed, the Parties shall engage in good faith negotiations to renegotiate the terms.

### **ARTICLE 14      CONFIDENTIALITY**

14.1 The Buyer shall treat all information and documents provided by or on behalf of Kemin under the Contract as confidential. Such information shall be used by the Buyer solely for the purposes of the Contract. The Buyer shall exercise the same degree of care in protecting Kemin's information as it would with its own confidential information. Upon Kemin's request, and no later than upon the termination of the Contract, the Buyer shall promptly, at Kemin's sole discretion, either destroy or return all such information to Kemin, without retaining any copies thereof. The existence and content of the Contract shall be treated as confidential by the Buyer.

### **ARTICLE 15      INTELLECTUAL PROPERTY RIGHTS**

- 15.1 The Buyer acknowledges that all trade names, trademarks, domain names, copyrights, logos, design rights, database rights, trade secrets, patents, patent applications, inventions, works, models, designs, processes/methods, technologies, systems, know-how rights, research plans and priorities, research results and related reports, data, statistical models and computer programs and related reports, market interests and product ideas and all other industrial and intellectual property rights of Kemin or its affiliates (hereinafter "**Intellectual Property Rights**") in and related to any Goods and Services are and shall always remain the exclusive property of Kemin.
- 15.2 The supply of the Goods and/or Services under the Contract does not convey to the Buyer or any other person any right, title, license or other interest of any kind with respect to any Intellectual Property Rights relating to the Goods and/or Services, except that the Buyer shall have a non-exclusive, non-sublicensable, non-transferable license to the Intellectual Property Rights to use Goods and/or Services supplied by Kemin for the purpose stated in the Goods and/or Services Documentation or related Contract unless otherwise agreed by Kemin in writing.
- 15.3 The Buyer shall not obtain any Intellectual Property Rights, unless with prior written approval of Kemin and in accordance with Kemin's instructions.
- 15.4 The Buyer agrees not to decompile, disassemble or reverse-engineer the Goods and/or Services. The Buyer agrees not to modify, hide, cover, remove or make unreadable any proprietary markings present on or in the Goods, Services or Documentation, including any copyright notice.

### **ARTICLE 16      ASSIGNMENT - SUBCONTRACTING**

16.1 Kemin shall be entitled to (i) assign its rights under the Contract (in whole or in part) or (ii) to subcontract any part of work or services to be provided under the Contract to third Parties as it deems necessary or desirable, without the prior written consent of the Buyer.

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16.2 The Buyer is not entitled to assign its rights under the Contract, unless otherwise provided by the Parties in the Contract and in any case without Kemin's consent.

**ARTICLE 17 INVALIDITY**

17.1 If one or more provisions of the T&C are entirely or partially null, invalid or unenforceable, this shall not affect the validity or enforceability of other provisions of the Contract, and Parties shall enter into good faith negotiations on substitute provisions or solutions which approach the null, invalid or unenforceable provision as to its content and substance as closely as possible, taking into account the intent of the Parties.

**ARTICLE 18 SURVIVING PROVISIONS**

18.1 The terms of this T&C which by their nature and scope are meant to survive the performance by (one of) the Parties will also survive the termination, expiration, fulfilment or cancellation of the Contract.

**ARTICLE 19 APPLICABLE LAW - JURISDICTION**

19.1. All disputes - included those of not contractual nature arising out of, related, or connected to this T&C shall be settled by arbitration under the Rules of the Milan Chamber of Arbitration, at the seat identified by it, by a sole arbitrator appointed in accordance with the Rules, which are deemed to be incorporated by reference into this clause, according to Italian Laws.

The arbitration will be conducted in the English language. The award of the arbitrator shall be final, binding, not further appealable and enforceable in any court of competent jurisdiction.

19.2 The existence of the arbitration proceedings and the award will be secret and confidential.

19.3 It is in any event without prejudice to the exclusive jurisdiction of the Court discretionarily identified by Kemin, in accordance with the law applicable therein, for precautionary and injunctive actions only and for all consequent enforcement actions, with the express exclusion of any further judgment of cognition or merit in general, which shall remain devolved to the aforementioned arbitral jurisdiction.

19.4 With reference solely to disputes that cannot be arbitrated under the terms set forth above or that relate to the dispute of arbitral jurisdiction, only Italian law shall apply to this T&C, and the Court of Verona, Italy, shall have the exclusive jurisdiction.

**ARTICLE 20 NOTIFICATIONS**

20.1 Any claim or notification under this T&C or regarding any other matter arising from or relating to the supply of goods, delivery, disputes, general communications, shall be made in writing and sent via registered email. The registered email address for such purposes shall be as follows: [kn.customerservice.italy@kemin.com](mailto:kn.customerservice.italy@kemin.com).

**ARTICLE 21 GDPR**

21.1 Data protection laws and GDPR: Kemin and Buyer agree to comply with all relevant data protection laws, including the General Data Protection Regulation (EU) 2016/679 ("GDPR").

Date: \_\_\_/\_\_\_/2024

Signature for the Buyer

  
  

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