

REPRESENTATIONS AND WARRANTIES OF THE VENDOR

Whereas:

A logistics services agreement governed by separate documentation is in force between the CLIENT, in the person of its legal representative, hereinafter also referred to as the "Vendor", and PVS Service Italia S.r.l. (VAT no. 02647480348) with office in Parma, Piazzale Balestrieri 31/a, hereinafter also referred to as the "Logistics Service Provider";

- in accordance with the aforementioned agreement, the Logistics Service Provider shall supply the Vendor with integrated logistics services that may include the receiving, depositing, and keeping in custody of goods, as well as the labelling, packaging, shipping, delivery, any necessary invoicing, collection of price and customer after-sales services;
- sales to the consumer or to the end customer, are concluded directly by the Vendor and not by the Logistics Service Provider that can in no way be considered distributor, supplier or vendor of the products delivered;
- the Logistics Service Provider does not deal with the regulatory aspects concerning the marketing of the products.

That said, in relation to the products entrusted to the Logistics Service Provider, the Vendor represents and warrants that:

- a) the Vendor is the legitimate holder of all rights to economic use of the brands/patents/trademarks or in any case, to use of the same for marketing the products;
- b) the products sold do not violate any third-party intellectual property rights;
- c) the products comply with all Italian and European regulations, in particular with reference to their administrative regularity and to the safety of the products and the protection of consumer rights, and it also guarantees to have fulfilled all necessary obligations for their legitimate marketing;
- d) the labels of the products supplied to the Logistics Service Provider contain all information required by law, including data regarding the origin of the products and their composition, and also that the information supplied is complete and true;
- e) the Vendor is aware that the Logistics Service Provider can in no way be held liable for non-delivery due to acts of the Public Administration, customs, the post office or other competent authorities, undertaking to comply with all relative requests;
- f) the Vendor shall indemnify and hold the Logistics Service Provider harmless from all costs, damage or harm resulting from any irregularities in the products or the information concerning the same, with the right to take legal action against the Vendor in the court where the Logistics Service Provider may have been summoned by third parties;
- g) in case of lawsuits filed by purchasers and/or the authorities concerning the regularity of the products and/or the relevant information thereof, the Vendor shall act as defendant, declaring itself as such (or involving any vendor that the Vendor is representing), making direct contact with the stakeholders, requesting removal from the proceedings of the Logistics Service Provider should it be involved, and holding the latter harmless from any costs incurred for its own defence;
- h) without prejudice to the provisions according to point f) above, and notwithstanding anything that may have been set forth in any logistics service agreement in force between the parties, any disputes arising between the parties in relation to the validity, interpretation and/or execution of the obligations foreseen in this document will be the exclusive competence of the Court of Milan with the application of substantive Italian law.

In accordance with and for the purposes of articles 1341 and 1342 of the Civil Code, the Vendor expressly approves the foregoing clauses e), f), g), and h).