

GENERAL PURCHASE CONDITIONS - AUTOGRILL

DEFINITIONS

Terms and expressions that begin with capital letters in these General Purchase Conditions shall have the meanings provided below.

Terms used only in the singular shall be understood to refer also to the plural, and vice versa.

General Purchase Conditions	these General Purchase Conditions
Order	the written document issued by Autogrill representing a request for supply, containing the particular conditions and terms applicable to that supply and, in particular, the Product type and quantity, the payment terms, the delivery deadline and location
Commitment letter	a supply proposal sent by the Supplier, which is to be subdivided over a certain period of time by means of deliveries which Autogrill will request from time to time by means of Orders
Purchase agreement	a Purchase agreement concerning the Products, signed by the parties
Products	food products for consumption, including perishable and non-perishable, dry, refrigerated, frozen, deep-frozen food, as well as non-food products
Supplier	the seller and/or supplier of the Products
Warehouses	Autogrill's centres for storage and distribution located in Pieve Emanuele (MI) and Anagni (FR)
Contractual documents	Order, Commitment letter, Purchase agreement referred to under one;
EAN code	the bar code identifying the Product.

1. SCOPE OF APPLICATION

These General Purchase Conditions, along with the Contractual Documents, govern the supply relationship between Autogrill and the Supplier.

Any conditions departing from these shall not be applicable. In particular, no general sales or purchase conditions, or conditions defined in other ways, of the Supplier shall apply.

2. CONTRACTUAL DOCUMENTS: FORM, TRANSMISSION and ACCEPTANCE

The Contractual Documents and any amendment or supplement of them shall be formulated in writing.

The transmission of the Contractual Documents must take place by means of registered letter with acknowledgement of receipt, fax or email.

Autogrill and the Supplier agree that forwarding of the Contractual Documents by means of electronic systems shall be fully valid and applicable provided the following conditions are complied with:

- (a) the Supplier must have provided its email address in advance on paper or by fax;
- (b) the Contractual Documents must contain indication of the company name, the name and surname of the individual who sends it and the date on which it is sent, which must correspond to the one produced automatically by the system;
- (c) it must be possible to reproduce the sent or received communications in a legible form, and it must be possible to print them;
- (d) the sending of the Contractual Documents must be confirmed by fax;
- (e) if the dates of the email and the fax differ, the date of the latter shall prevail.

The Orders shall be understood to be accepted unless the Supplier notifies its refusal in writing by 24 hours as of their receipt.

The Purchase Agreements and the Commitment Letters shall be understood to be accepted when the party which has sent the signed original receives, respectively, the relative copy countersigned by way of acceptance, or a suitable letter of confirmation by way of acceptance, from the other party.

3. PRICES

The prices indicated in the Contractual Documents are fixed and cannot be changed.

Whenever one should refer, in the Contractual Documents, to prices contained in the Supplier's price list, every amendment of said prices shall only apply when they have been accepted by Autogrill.

4. VERIFICATIONS

Autogrill shall verify that the Products comply, in terms of quality and quantity, with the indications provided in the Contractual Documents. This verification may be carried out on all Products or on samples.

Autogrill may in particular effectuate the following controls:

- the content of the single lots (size, visual verification of the quality of the Product);
- the quality of the lots, the palletization and the packaging of the Product;
- the temperature of the Product and the transport cell used for delivery;

- the presence of a minimum durability date (MDD) that is not inferior to the one indicated in the Orders;
- that the quality standards specifically indicated in the Contractual Documents are met;
- that the relative EAN Code is present on every single package of the Product;
- the quantity and/or weight of the Product.

If the Products should be found to differ in terms of quality or quantity with respect to the indications provided in the Contractual Documents, or in case even only one of the above controls should be negative, Autogrill may refuse to accept the whole sending or only the goods that are found to be non-compliant; it may in any case, by 15 days as of delivery, also cumulatively:

- a) return the Products to the Supplier, which must receive them at its own responsibility and expense;
- b) request the Supplier to immediately replace them with Products that comply with the Contractual Documents;
- c) provide for an audit on the premises of the Supplier, charging the relative costs to the latter, in case of serious Product defects;
- d) terminate all or some of the Contractual Documents referring to the Product, in any case without prejudice to the provisions of art. 1490 of the Italian Civil Code and to Autogrill's right to obtain reparation of any damages.

The above discipline shall also apply to Products which have been replaced, if also these should be found to be non-compliant with the Contractual Documents.

5. TRANSFER OF OWNERSHIP

Except as provided by article 4 above, the ownership of the Products shall be transferred, by way of departure from the provisions of art. 1510 second paragraph of the Italian Civil Code, at the moment they are delivered at the Warehouses or at the sales outlets indicated in the Contractual Documents.

6. DELIVERIES OF THE PRODUCTS

6.1 Delivery deadlines

The delivery deadlines provided by the Orders and the delivery hours indicated in point 6.2 below are essential and must be punctually respected.

The Supplier must notify Autogrill without delay and in any case at least 24 hours before the deadline specified by the Orders of any impossibility to meet the deadlines and delivery hours. In this case and at those conditions, the Parties may agree on different deadlines and delivery hours than the ones indicated in the Orders.

In case the delivery of the Products should be delayed with respect to the deadlines indicated in the Orders, or the delivery hours indicated in point 6.2 or any deadlines and hours that may have been agreed on in accordance with the foregoing paragraph, Autogrill may refuse to receive the Products and request the Supplier to pay reparation of any damages suffered.

6.2 Delivery hours

6.2.1 Delivery hours at the Warehouses

The transporter must deliver the documents associated with the goods to be delivered in the following hours:

- from Monday to Friday, from 5.00 AM to 11.00 AM. Actual unloading of the goods may take place after this time period.

6.2.2 Delivery hours at the sales outlets

Deliveries at the sales outlets must be made in the following hours:

- *from 7 AM until noon and from 2.30 PM until 6.30 PM.*

Bread, fruit and vegetables and daily papers are exempted from this rule, and may be delivered also before 7 AM.

During the weekend and holidays the Supplier may only make deliveries of bread, daily papers and fresh goods (for instance fruit and vegetables).

Suppliers which provide rack-jobbing services may not operate in the sales outlets during hours in which it is not allowed to make deliveries.

6.3 **Delivery procedures**

6.3.1 Delivery procedures at the Warehouses

The following procedures must be followed when Products are delivered at the Warehouses:

- a. every Order must be met with a single delivery; in case of partial orders, Autogrill shall be entitled to choose whether or not to issue a new order. Any delivery thus requested must be made with reference to the new order number.
- b. the packaging materials must be adequate to allow Autogrill to receive the goods, store them and deliver them to its own sales outlets, and must meet the specific requests of Autogrill.
- c. cardboard boxes containing food products must contain indication of the name of the Product, physical state (frozen or deep-frozen), best-before date, weight, quantity and in any case all the indications required by the applicable law. Any internal packaging must contain indication of production lot and best-before date.
In case of non-food Products, the party receiving the delivery must be able to recognize, through clear and unmistakable indications or descriptions, the Products and the quantity contained; if this should be impossible, the Supplier must provide for indicating the Autogrill product code and number of items contained on them;
- d. the Products must be palletized on Epal pallets that must in any case meet the national and EU standards in force at any given time; the pallets must be of a returnable type and measure 80 x 120 with a maximum height of 160 cm, including the Pallet; every other kind of Pallet will be considered "disposable";
- e. every single Pallet must only contain one single Product code;
- f. only with reference to food products and disposable products intended to come into contact with foods, the logistic label (UCC/EAN-128 format) must be applied on two contiguous sides of the pallet (i.e. two labels); they must indicate:
 - The number of the production lot, also in uncoded form
 - Any best-before date, also uncoded
 - Any net weight, also uncoded
- g. the Products must not project beyond the shape of the Pallet;

- h. the lots must be arranged on the Pallet in alternated rows, and the pallet must be covered by film in order to prevent any products from falling and/or capsizing;
- i. once the Products have been delivered, Autogrill shall return the empty Epal Pallets to the Supplier, or issue a delivery voucher in its favour; the latter shall be the sole document legitimizing subsequent return. As to any Epal Pallets that have not yet been returned on termination of the supply, Autogrill shall agree with the Supplier, by the subsequent 90 days, on the time frames and procedures for collection of the Pallets through the responsible Warehouse or, as an alternative and at the sole discretion of Autogrill, the latter may recognize, for each EPAL Pallet that has not been returned, an amount in favour of the Supplier equivalent to the market value, determined at the moment, of a remanufactured/used EPAL Pallet.
- 1. the transport documents (also the copy kept by the carrier) must always be stamped and signed by the personnel of the warehouse receiving the goods by way of confirmation of their receipt.

6.3.2 Procedures for delivery at sales outlets

- a. The delivery of the Products must take place by unloading indoors, on the premises or in the annexed storage areas, in the presence of authorized Autogrill personnel.
- b. The products must always be accompanied by a document containing the information necessary for a correct retraceability (date, name of the products, lot number, quantity, name of the supplier and transport if different from the supplier).
- c. If the Products are delivered at the sales outlets, the procedures indicated in letters a) b) c) and l) of point 6.3.1 must also be followed.

7. GUARANTEES

The Supplier declares and guarantees that the Products and every part of them, including the labels, meet Italian and EU standards and laws, in line with the quality standards specifically indicated in the Contractual Documents or in other documents accepted by the parties with a separate deed, that they are suited to the use for which they are intended, and free from shortcomings and/or defects as well as indications that may prove deceptive for the consumer, concerning quality, quantity, composition, indication of origin and geographic provenance.

The Supplier guarantees non-food products for a period of 2 years as of their delivery. Autogrill must report any defective Products by 2 months as of the date of their delivery.

In case of hidden shortcomings and/or defects, the time limit of 2 months shall be calculated as of the moment of their discovery or knowledge.

The Supplier moreover declares and guarantees that it enjoys full ownership of all the rights associated with the Products. In particular, the Supplier declares and guarantees, by way of example and not exhaustively, **A)** that it enjoys full ownership of the intellectual and/or industrial property rights and/or the rights to

commercial exploitation of the Products, as for example, but not only: Trademarks, Patents, Distinctive Signs, Drawings, Utility models and User licenses in general; **B)** that the supplied products are originals and of such a kind as to represent neither plagiarism, imitation, alteration or forgery nor violation of the rights of third parties; **C)** that the supplied products comply with the applicable regulations on the subject of protection of copyrights and other rights associated with their exercise.

The Supplier shall be liable for damages of any kind arising from claims that have occurred as a result of defective Products, in particular, both in terms of composition and intrinsic qualities, and in terms of packaging and labelling, and undertakes to hold Autogrill harmless from and indemnify it in relation to any action and/or claim and/or request presented by third parties, as well as from any cost and/or expense that it should incur, including fines, penalties and pecuniary sentences in general, that are in any case associated with violations of the obligations provided by this article.

8. ADMINISTRATIVE PROVISIONS

8.1 Tax documents

8.1.1 Transport document

The Products must always be accompanied by the transport document.

The transport document shall be drawn up by the Supplier itself or by the party which provides for delivery on its behalf; in the latter case it must be specified on whose behalf the delivery is being made; the document must moreover contain the following data:

as to deliveries directly to sales outlets:

- the cost centre identifying the sales outlet c/o which the delivery must be made, the name of the sales outlet, any stretch by highway, the location, the province;
- the Product codes used by Autogrill and the quantities to be delivered for each product.

for deliveries to a Warehouse:

- the wording *"Vendita ad AUTOGRILL S.p.A. – deposito di Pieve Emanuele (MI) 20090, Via Berlinguer n.5 oppure deposito di Anagni (FR) 03100 – Località Selciatella ("Sale to AUTOGRILL S.p.A. – warehouse at Pieve Emanuele (MI) 20090, Via Berlinguer no. 5 or warehouse at Anagni (FR) 03100 – Località Selciatella).*
- the supplier ledger
- the number of the Autogrill order in relation to which the delivery is made
- the product codes used by Autogrill
- the quantities being delivered for each article

The Supplier must notify Autogrill of the definition of the numbering criteria used and any changes.

In case of deliveries made by local licensees or different divisions of the same company, the numbering criterion of the transport documents must be the same (i.e. identifying) for each licensee/division.

Autogrill must inform the Supplier of the cost centre, the Product codes and the Supplier ledger code used.

8.1.2 Invoices

Immediate invoices

Immediate invoices may only be issued by the Supplier if they have been authorized in advance by Autogrill.

Immediate invoices must contain:

- the cost centre identifying the Warehouse or sales outlet to which the delivery is made;
- the product codes used by Autogrill;
- the Supplier ledger as codified by Autogrill;
- the ordered quantity and the relative purchase price.

Invoices referring to Products that have not been ordered by Autogrill will not be settled.

Deferred invoices

Deferred invoices refer to deliveries of Products at one sales outlet.

The Supplier shall issue a deferred invoice every month, with a summary of the supplies made to a certain sales outlet, with indication of:

- all the deliveries made from the first to the last day of the month;
- the amount and the number of each transport document;
- the cost centre identifying the sales outlet to which the delivery has been made;
- the product codes used by Autogrill;
- the Supplier ledger as codified by Autogrill;
- the ordered quantity and the relative purchase price.

Invoices referring to Products that have not been ordered by Autogrill will not be settled.

All supplies made to the Warehouses must be invoiced with reference to every single Order and every single Warehouse, regardless of the number of transport documents.

It will not be possible to manage invoices referring to the same Order number and invoices containing a summary referring to more than one Warehouses or sales outlets.

8.1.3 Address to which the invoices shall be sent

The invoices must be sent to the following address:

AUTOGRILL S.p.A. – Suppliers Accounting – Centro Direzionale Milanofiori –
Palazzo Z – Strada 5 – 20089 Rozzano (MI) – VAT code: 01630730032

8.2. Deliveries made to franchising sales outlets

Transport documents and invoices referring to deliveries made to sales outlets in franchising must, in addition to the information indicated above, contain the following indication: “Autogrill S.p.A. – Franchising Division”.

Autogrill shall provide the Supplier with a list of franchising sales outlets and any updated versions of this list.

Autogrill shall also notify the Supplier of the franchising sales outlets to which the supply service must be suspended.

Any invoices issued by the Supplier for Products delivered to sales outlets in spite of the aforesaid notification of suspension, if referring to deliveries made at a date subsequent to that of the notification of said suspension, may not be settled by Autogrill.

8.3. Payment

Autogrill may suspend the payment of invoices in case of Supplier's non-compliance with these General Purchase Conditions as well as errors in the data referring to the prices, returns and packaging, until these shortcomings have been set right by the Supplier.

8.4. Banking channels

The Supplier is required to provide for having its receivables transferred to one of the banks indicated to it by Autogrill.

The Supplier may thus benefit from the availability of liquid funds on the same settlement date as the one on which Autogrill has instructed its own Bank to effectuate the bank transfer, in accordance with the provisions set forth by the new "Payment Services Directive" EU directive which entered into effect on 1 March 2010.

9. ASSIGNMENT OF RECEIVABLES

Receivables associated with supplies of Products may be assigned, subject to the prior written authorization of Autogrill, and only to factoring companies which have an agreement with it.

10. ETHICAL NORMS

10.1 Code of ethics

The Supplier declares that it has received a copy of the Code of Ethics from Autogrill, which is attached to these General Purchase Conditions, that it has read it attentively and that it undertakes to accept its contents in their entirety.

In particular, the Supplier, acknowledging that it has not entered into any relationship based on sole rights or signed any non-competition agreement with Autogrill, declares that it has no objections to the Code of Ethics with reference to the part in which it provides that:

"Autogrill intends to apply the principle of periodical valuation of its list of suppliers for purposes of rationalization and attainment of goals of economic convenience and efficiency, even though it prioritizes the formation of stable relations that are useful towards the creation of value. No potential Supplier that meets the prerequisites must therefore be precluded from the possibility of competing to supply Autogrill. The selection of suppliers must take place on the basis of corporate procedures, in any case in accordance with criteria and prerequisites of advisability, economic convenience and efficiency."

10.2 Work relationships

The Supplier declares that it only employs staff that has been regularly hired and that it regularly complies, in relation to its employees, with all obligations associated with insurance, social security and any other kind of obligation, in accordance with the applicable laws, regulations and norms.

The Supplier guarantees that it complies with the applicable regulations on the subject of immigration and labour and that it does not avail itself, either directly or through third parties, of workers of an age inferior to the limit provided by the relevant national law.

Moreover, the Supplier guarantees that it respects the workers' right to associate and to participate in trade union activities, their right to negotiate their agreement collectively, and that it complies with obligations associated with the work hours specified by the applicable regulations and by SA8000, the latter of which establishes that it is not allowed to exceed 12 hours of overtime per week.

The Supplier undertakes to apply, in relation to its employees, conditions in terms of regulations and salaries that are not inferior to those provided by the National Collective Labour Agreements for the category, that is in force at the time and in the place where the works are conducted, or in any case economic conditions that are not inferior to the minimum wages in the absence of any applicable National Collective Labour Agreement, as well as to provide for the regular payment of withholding taxes and the charges associated with insurance, pension treatments, social security and any other expenses referring to its personnel, in accordance with the laws, regulations and norms in force *pro tempore*.

The Supplier undertakes to provide Autogrill, on the simple request of the latter and in any case for purposes of the payment of the considerations due, with all the documentation required by the provisions of the laws and regulations in force *pro tempore*, that attest the compliance, on the part of the Supplier and any subcontractors of the latter, with the obligations associated with payments on behalf of their employees as provided by the above paragraph.

The Supplier undertakes, in any case, to hold Autogrill completely harmless from and indemnified – also after termination of the agreement – with regard to every and any prejudice, liability or charge that may in any case be connected, directly or indirectly, to non-compliance on the part of the Supplier or any subcontractors of the latter with even only one of the obligations provided by this article, as well as with every request that may be presented to Autogrill by personnel employed for the effectuation of the service.

10.3 Protection of the environment

The Supplier declares that it has received, from Autogrill, the letter aimed at awareness creation on environmental issues, with the cornerstones of Autogrill's Environmental Policy and information on the fact that Autogrill has adopted and certified an Environmental Management System in accordance with the international UNI EN ISO 14001:2004 standard.

The Supplier declares that it complies with the regulations in force on the subject of the environment. It moreover declares that its activities are conducted in such a way as to preserve, as much as possible, the natural environment from any form of impoverishment and pollution, paying the greatest attention to avoiding conducts or activities that are liable to cause negative alterations of the environment that may worsen the quality of the natural resources, such as the water, air, soil or subsoil.

The Supplier shall whenever possible provide for supplying Autogrill with eco-compatible alternatives of the supplied products (any products with ecological trademarks, with low packaging content, that are recyclable, biodegradable, etc).

10.4 Health and safety at work

10.4.1 The Supplier declares and guarantees that it is technically and professionally qualified to guarantee the safeguard of the health and safety of its employees in accordance with Legislative Decree 81/2008.

Moreover, the Supplier undertakes to adopt and make others adopt all the means and precautions aimed at the reduction and prevention of the risks, complying with all applicable regulations on the subject of health and safety in work and, in particular, the regulations provided by Legislative Decree 81/2008, expressly and completely relieving Autogrill of every and any liability that should arise due to non-compliance with the aforesaid regulations.

10.4.2 Whenever the Supplier should, in addition to supplying the Products, have undertaken by agreement to provide accessory services, the Supplier – in addition to what is provided elsewhere in these General Conditions and by way of application of the regulations in force concerning the discipline and safeguard of employees and persons hired for specific jobs on the subject of health and safety at workplaces – must notify Autogrill, before the commencement of the execution of the services, of the names of the personnel which will be used for the supply of the accessory services subject of the agreement, as well as notifying it of the identity, title, date of hiring and position in terms of pension treatment and insurance of every employee considered, as well as the residence permit if required.

Said personnel must be equipped with a specific identification card with a photograph of the employee, his or her name, and the name and indication of his or her employer.

The Supplier undertakes to hold Autogrill completely harmless from and indemnified – also after the termination of the agreement – with regard to every and every prejudice, liability or charge that is in any case associated, directly or indirectly, with non-compliance, on the part of the Supplier or any subcontractors of the latter, with even only one of the obligations provided by this article, as well as from every claim that may be presented against Autogrill by the personnel used for the supply of the services.

10.5 Distribution chain

The Supplier, acknowledging and assuming the commitments set forth in the foregoing point of this paragraph 10, shall supervise in order to assure that the principles and obligations set forth herein are respected also by its own suppliers and contractors.

11. VIOLATION OF LEGISLATIVE DECREE 231/2001 ON THE SUBJECT OF ADMINISTRATIVE LIABILITY OF LEGAL ENTITIES

In case of violation, on the part of the Supplier, of the provisions set forth by Paragraph I, Section III, of Legislative Decree 231/2001, as it may be amended and supplemented from time to time, on the subject of administrative liability of legal entities, Autogrill reserves itself the right to withdraw from any Contractual Agreement by simple written notification whenever it should learn of the conclusion of preliminary investigations with commitment for trial of the Supplier or, in any case, of any execution of penal actions that shows the latter to be implicated in criminal proceedings related to the type of offences described in the foregoing.

The Supplier, in any case, undertakes to hold Autogrill completely harmless from and indemnified – also after the termination of the agreement – with regard to every

and any prejudice, liability or charge that is in any case associated, directly or indirectly, with non-performance, on the part of the Supplier or any subcontractors of the latter, with respect to even only one of the obligations provided by this article.

12. PROMOTIONAL ACTIVITIES

Whenever the Supplier should intend to conduct promotional activities of any kind with regard to the Products (such as, for instance, competitions, promotions with discounts, gifts and combined sales) it must notify Autogrill of the method, time frames and characteristics of this activity, as well as supply it with the relative advertising material and inform on any communications that will appear on the packages sufficiently in advance to allow for a prior valuation of whether it would be advisable to participate in the promotion or not.

The Supplier acknowledges and accepts that Autogrill shall be entitled not to accept supplies of non-food Products intended directly for sale whose packages feature promotional activities with indication of a time limit, without the Supplier being entitled to any reparation and/or indemnity for any motive and/or reason in this regard.

Moreover, as to food Products, the Supplier acknowledges and accepts that Autogrill shall be entitled to reject the supply of packages featuring promotional activities with indication of a time limit that is prior to the date of minimum durability or the best-before date of the Product, without the Supplier being entitled to any reparation and/or indemnity for any motive and/or reason in this regard.

If the promotional activity should come into conflict with the applicable regulations, Autogrill reserves itself the right to request the Supplier to set the matter right; if this is not done, Autogrill may terminate the Contractual Documents referring to the Products subject of said promotional activity by means of simple written notification, in any case without prejudice to the reparation of every possible damages.

13. TREATMENT OF PERSONAL DATA - CONFIDENTIALITY

13.1 Personal data protection

The Supplier declares that it has received, from Autogrill, a copy of the document referred to as "Information for the Supplier" attached to these General Purchase Conditions, that it has read it attentively and that it expressly consents to the treatment of its personal data in accordance with the procedures set forth therein.

13.2 Confidentiality

The Supplier undertakes:

- a) not to disclose to third parties any datum, report and information provided by Autogrill within the context of the supply, or that the Supplier has assumed or elaborated on the basis of the information given by Autogrill, that is not strictly linked to the conduction of the activities and services subject of the supply;
- b) to return to Autogrill, without prejudice to the communications that have been legitimately effectuated in accordance with the following paragraph, on termination of the supply agreement, all documents and reports associated with the supply and everything containing information, as it acknowledges that said

documents, reports, supports, copies or other items are and will remain the sole property of Autogrill;

c) not to disclose or use in any way and with any means, either during the contractual relationship or after the termination of the supply agreement, any of the information, projects, know-how, inventions, recipes and anything else that it has learnt from Autogrill or that the latter has communicated to it concerning the activities conducted by the latter, in any case provided it is not in the public domain.

Every possible transmission or communication to third parties of information or documents owned by Autogrill must be authorized in advance by the latter and may only be permitted on the condition that the Supplier indicates Autogrill as the owner of the aforesaid information and/or documents.

14. ADVERTISING

Every advertisement or communication that may be made to the media by the Supplier in relation to the relationships between Autogrill and the Supplier and/or to the fact that the agreement has been concluded must be agreed on in advance in writing with Autogrill.

15. EXPRESS TERMINATION CLAUSE

In addition to the provisions set forth elsewhere in these General Purchase Conditions and in the Documents, in case of the Supplier's non-performance of even only one of the obligations provided by articles 6 (Deliveries of the Products), 7 (Guarantees), 9 (Assignment of receivables) and 10 (Ethical norms) set forth in the foregoing, Autogrill shall be entitled to terminate the Documents by means of simple written notification in accordance with article 1456 of the Italian Civil Code, in any case without prejudice to the reparation of any possible damages.

16. APPLICABLE LAW

As to anything that is not provided by these General Conditions, the Contractual Documents are governed by the Italian law, with the exclusion of the regulations governing conflicts of jurisdiction and the Vienna Convention on the international sale of moveable assets of 11.04.1980, ratified by law no. 765 of 11.12.1985 in relations with parties resident outside Italy.

17. JURISDICTION

Any dispute associated with the validity, interpretation or execution of the Contractual Documents and/or these General Conditions shall be deferred to the exclusive jurisdiction of the Court of Milan.

If the Supplier should be based in a foreign state, Autogrill shall in any case be entitled to take action with the Court of the Supplier and demand the application of the law of the State in which the latter resides.

Attachments:

Code of Ethics

Information for Suppliers

Letter of awareness creation on environmental issues

pro tempore Date

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BY WAY OF ACCEPTANCE

The Supplier
(stamp and signature)

Pursuant to and in accordance with articles 1341 and 1342 of the Italian Civil Code, the following clauses are expressly and specifically approved:

- 4. Verifications
- 5. Transfer of property
- 6.1 Delivery deadlines
- 7. Guarantees
- 8.3 Payment
- 13. Treatment of personal data
- 15. Express termination clause
- 16. Applicable law
- 17. Jurisdiction

Date

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BY WAY OF ACCEPTANCE

The Supplier
(stamp and signature)