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## GENERAL TERMS AND CONDITIONS OF SALE

- Ed. January 2021 -

These General Terms and Conditions of Sale (hereinafter also just referred to as "GCS") are valid exclusively between the Company Vivai Claudio Lenarduzzi, based in San Giorgio della Richinvelda (PN) - Town of Pozzo, Via Manzoni 56, Tax Code: LNRCLD76P30I904Y - VAT number: 01441830930 (hereinafter also referred to as "VCL") and any natural or legal person (hereinafter also referred to as the "Customer") that purchases from VCL directly or through its Website [www.vclvivai.com](http://www.vclvivai.com) (hereinafter also only referred to as the "Website") and that is not qualified as a "consumer" pursuant to and for the purposes of Legislative Decree No. 206/2005, as amended and supplemented.

Perishable agricultural products not yet harvested ("Material for the vegetative propagation of the vine": Art. 1 of Presidential Decree No. 1164/69 – hereinafter also only referred to as the "Material") proposed through the Website are available exclusively for delivery in the EU Territory.

Please carefully consult the following GCS, the Information on Cookies and the Information on Personal Data Protection before using the VCL Website. We inform you that even the purchase made through the Website or the sending of an order through it, implies acceptance of these Terms and Conditions.

These GCS can be seen on the Website [www.vclvivai.com](http://www.vclvivai.com) and can be saved using the relevant *browser* command (usually, File -> Save as and then choose the file saving format: JPEG or PDF). To be able to open the PDF file, you need to have Adobe Reader installed on your computer, which can be downloaded for free from the Website [www.adobe.it](http://www.adobe.it), or other similar *software*. You can archive the details of the order placed through the Website and download the GCS using the relevant *browser* command to save the order summary that appears in the last screen of the purchase process, or waiting to receive the confirmation message of the order that VCL sends via email following the completion of the purchase contract. This confirmation message includes the details of the order and the GCS of VCL.

The information referred to in these General Terms and Conditions of Sale and the details contained on the Website are not an offer to the public pursuant to Art. 1336 of the Italian Civil Code, but a mere invitation to the Customer to make a purchase proposal to VCL. No sales contract can be implemented until the Customer's order proposal is expressly accepted by VCL, meaning also the fulfilment of the order itself by express acceptance.

### Art. 1

#### GENERAL PROVISIONS

1. These general terms and conditions, available on the *homepage* of VCL (hereinafter also referred to as the "Seller" rather than the "Supplier") at the following web address <http://www.vclvivai.com> govern all the current and future sales/supply contracts between the parties.
2. Any exceptions to these regulations agreed between VCL and the Customer are valid only for the single supply to which they refer and do not deprive this document in its entirety of effectiveness, which, therefore, continues to govern the present and future relationships between the Parties. These general terms and conditions are to be understood as applicable

to all sales/supplies of VCL regardless of the reference to a specific Catalogue and/or Price List.

3. **With the specific approval pursuant to Art. 1341/1342 of the Italian Civil Code of this Article, the Customer renounces to make use of its own general terms and conditions even when subsequently sent to VCL and accept that VCL may unilaterally amend the content of these general terms and conditions applicable to all subsequent contractual relationships with the same Customer.**

## **Art. 2**

### **PREPARATION AND SUBJECT OF THE CONTRACT.**

#### **PURCHASE ORDERS. CANCELLATION OF PURCHASE ORDERS. NEW PURCHASE ORDERS AND ADDITIONS.**

1. The purchase proposal (hereinafter also referred to as the "Purchase Order" only) must be completed, under penalty of inadmissibility, in all its parts (company name of the buyer, address, contact person, telephone and fax number, bank details, etc.), on the specific form prepared by VCL, following the on-line procedure in the specific e-commerce section of the Website.
2. The purchase proposals are not binding for the VCL and are considered accepted only after its written confirmation. **Only the text of the purchase proposal formalized by the Customer in paper format rather than digital one and in the possession of the Seller applies between the Parties.** The acceptance of the above proposal by VCL may also consist in its execution.
3. **If in the purchase proposal the Customer refers to the disbursement of a future loan by third parties for the payment of the supply, if the sales contract by the Seller has been completed in these terms, the non-fulfilment of the condition within 3 months from conclusion of the relevant contract, does not, therefore, make it only ineffective/invalid, with consequent right for the Seller to act, in the event of non-fulfilment by the Buyer, in the forms referred to in Art. 2932 of the Italian Civil Code rather than pursuant to Art. 1453 of the Italian Civil Code or pursuant to Art. 1456 of the Italian Civil Code.**
4. **The signatory of the Purchase Order is always responsible for paying the supply even if ordered on behalf of third parties and jointly with them. The signature at the bottom of the Purchase Order jointly obliges the signatory with the Buyer specified in the Purchase Order header without time limits, in express derogation from Art. 1957 of the Italian Civil Code.**
5. Any qualitative and quantitative change with respect to the original Purchase Order held by the Seller must be previously accepted by VCL. **The Buyer's order (reseller or not) constitutes a firm and irrevocable purchase proposal for 12 (twelve) months from its formulation and communication to the Supplier.** No Purchase Order can be cancelled without the written consent of VCL. In any case, VCL has the right to claim compensation for damages against the Buyer for the cancellation of Purchase Orders even if they have not been executed. All Purchase Orders in addition to the main supply will always be subject to these general terms and conditions of sale. Additions to an original purchase proposal for which VCL has agreed in writing with the Customer special terms and conditions derogating from some clauses of these general terms and conditions, will be subject to the general regulations referred to in this Article, unless otherwise stated by VCL in writing. **By signing the Purchase Order or completing the on-line purchase procedure, the Customer grants VCL to assign the credits deriving from the specific supply to third parties, as well as to**

assign the contract itself. Similar power, of assignment of credits and of the contract, is not recognized to the Customer.

**Art. 3**

**TERMS OF PERFORMANCE FOR THE SELLER. DELIVERY OF GOODS.**

1. The deliveries of the goods, rather than the execution of the services imposed on VCL, may at any time be interrupted, suspended or cancelled by the Seller, who also has the right to cancel or modify the payment extensions granted to the Buyer if it does not provide the guarantees promised or if, in the unquestionable judgment of VCL, the commercial, economic and financial references of the Buyer, even if subsequent to the start of the supply, do not offer suitable guarantees for its good end or in the event of outstanding payments also relating to supplies other than that subject to suspension.
2. If the hypothesis referred to in the paragraph above occurs, the Buyer is obliged to collect the Material already prepared by the Seller with simultaneous payment, subject to the compulsory execution provided for by Art. 1515 of the Italian Civil Code and to the compensation for damages.
3. If the Buyer requires the Seller to provide directly to the delivery of the supply, the transport costs to be paid to VCL before the delivery will be borne by the first. The delivery of the Material does not, in any case, provide for its unloading that remains the responsibility of the Buyer.
4. As a rule, the delivery of the Material takes place "ex works". In this case, the goods must be collected by the Buyer no later than 8 (eight) calendar days from receipt of the communication with which the Seller warns that the Material is ready for collection. In the absence of collection within the assigned deadline, the Buyer will be charged of € 50.00 (fifty/00) per day for storage costs.
5. If the delivery of the Material will be characterized by differences between the proposed Purchase Order sent by the Customer and as specified in the Purchase Order confirmation, it means valid and effective only as reported in the Purchase Order confirmation of the Seller.
6. The delivery terms specified in the contract are always intended as indicative and not peremptory, referring to the business days starting from its completion, being it understood that, if the payment of a deposit is foreseen and in the absence of its previous payment, the Purchase Order will not be processed and the delivery terms will not run.
7. In case of forfeiture of the benefit of the term referred to in Art. 5 below, any delivery terms imposed on VCL for supplies in progress and/or new Purchase Orders will be automatically suspended until full payment by the Buyer of the debit items of the Seller, excluding any form of compensation for damage in favour of the Buyer.
8. Any delays, if within 6 (six) months from the expiry of the original term to be paid by the Seller, cannot give rise to compensation for damages or to cancellation or reduction of the Purchase Order and unforeseen events, such as strikes, power suspensions, fires, transport difficulties, machine breakdowns, epidemics, difficulties in supplying raw Materials, etc., are cases of force majeure for the VCL. In case of non-delivery of the Material for reasons not dependent on the Seller, the payment terms will also run from the notice of ready Material.
9. If, before their execution, the fulfilment of VCL's obligations has become - for any unforeseeable reason by an entrepreneur in the sector with normal experience -

excessively onerous in relation to the original agreed consideration, so as to modify the relationship to an extent equal or greater than 10% of the agreed and/or budgeted fee, VCL may request a revision of the contractual conditions or, in the absence of an agreement within 15 (fifteen) calendar days of the request, withdraw from the contract without charges and/or penalties of any kind and without the Customer can claim anything by way of return, compensation and/or easement.

10. If delays in delivery occur, the Customer will not be able to terminate the contract due to default by the Seller, except in the case in which this delay exceeds 6 (six) working months with respect to the date of delivery envisaged in the contract and provided that the causes of the delay are attributable to gross negligence of VCL.

#### **Art. 4**

##### **TRANSPORT. PACKAGING AND RETURN**

1. The Material, if delivery has been agreed directly to the Customer's premises or other place expressly indicated in writing in the Purchase Order proposal, travels at the Customer's risk and peril unless otherwise agreed in writing. The delivery of the Material is understood to be made, for all purposes, at the time of delivery to the carrier or shipper and the contract is always concluded at the Seller's headquarters, even if the negotiations have been conducted by the Agents/employees of the Seller who must always be understood as devoid of any representative power of the same. The provisions of the third paragraph of the Article 3 above remain unaffected.
2. In the event that the quantity of Material indicated in the delivery note does not correspond to that which the Buyer declares to have received, what appears in the transport document prepared by the Seller prevails.
3. The packaging of the Material sold complies with the regulations both for transport by land, both by rail and by motor vehicles, and for transport by sea. Packaging other than the standard followed by the Seller will result in an increase in the price to be agreed with the Purchase Order.
4. In the absence of specific agreements for special packaging, VCL will, as per its practice, carry out the packaging, which the Buyer recognizes as being carried out in a workmanlike manner.
5. VCL does not accept returns of Material unless expressly authorized by it in advance and in writing. In the event that VCL authorizes in writing the return of Material, this must be returned in its original packaging.
6. The returned Material must be accompanied by a transport document containing an indication of the quantity and description of the items returned. In the case of returns not authorized by VCL, these will be rejected and returned at the expense of the Sender who will also be charged for the collection costs.

#### **Art. 5**

##### **PRICES**

1. Prices, excluding VAT, are those shown on the price lists in force rather than on the Website at the time of the Purchase Order and are intended for Material delivered "ex works" in San Giorgio della Richinvelda, Via Manzoni n. 56, unless otherwise agreed in writing. Prices must be understood as unitary unless otherwise specified.

2. The prices do not include export charges (customs duties, import tax, etc.), as well as the costs of loading/unloading, transport and insurance, putting on the road, amounts that remain the responsibility of the Buyer.
3. VCL reserves the right to apply surcharges to be specifically indicated in the Purchase Order confirmation for deliveries in certain geographical areas.
4. Purchase prices, as well as discounts, are subject to change without notice obligation by VCL.

**Art. 6**

**COMPLAINTS**

1. Complaints of any kind and those for apparent defects, to be valid, must be made only by certified email or by registered letter with acknowledgment of receipt, in Italian, directly to the Seller's headquarters in San Giorgio della Richinvelda (PN) within the peremptory deadline of 8 (eight) calendar days from delivery.
2. The Material is considered accepted and appreciated by the Buyer with the signature affixed for collection and/or with the signature affixed to the delivery note, both in relation to the quality and the number of packages and accessories for use. The Seller takes on no responsibility for shortages or alteration of the Material for any reason after delivery.
3. The recipient undertakes to carefully inspect the Material upon delivery and to note in writing any discrepancies or damage caused by transport. Missing, damaged or tampered packages must be strictly indicated on the delivery note of the Material before its signing by the recipient, a copy of which must be promptly sent to the Seller under penalty of forfeiture of the Buyer's rights within and no later than 3 (three) working days after delivery. Generic complaints will not be accepted by VCL.
4. Complaints against the invoice evidence must be made in the same way within the peremptory term of 8 (eight) calendar days from the receipt of the invoice, which will be issued within the legal terms or those conventionally agreed between the Parties.
5. Any other form of communication of the existence of defects and/or defects and/or lack of quality/conformity of the purchased Material will not be suitable to avoid the forfeiture of the above if not carried out in the forms and terms provided for in the above paragraphs.

**Art. 7**

**GUARANTEE OF THE SELLER**

1. The Buyer will grant the Seller all tolerances of use and law on the Material, on the relevant billing and its packaging.  
By express agreement between the Parties:
  - a) Tolerance of use is considered to be the presence of non-compliant Material (i.e.: slips without buds) in a percentage of less than 10% of the supply;
  - b) A numerical discrepancy between the quantities shown on the label and those indicated in the Transport Document is considered tolerance of less than 10%.
  - c) The Material that meets the minimum requirements governed by the industry regulations (Presidential Decree No. 1164/69) cannot be considered flawed, dissimilar and/or lacking in quality.

- d) In no case the Seller, without prejudice to the mandatory legal obligations imposed on it, guarantees the vitality and establishment of the Material.
- e) Any compensable damages suffered by the Buyer in connection with the Material sold (emerging damage and loss of profit) will never exceed the value of the Purchase Order by type of product, being it understood, as of now, that the excess has been renounced.

The Customer acknowledges and does not object to the fact that the top graft cuttings are supplied as cut, not hydrated or disinfected, with a calibre compliant with the current standards, stored in mesh bags, inside cardboard boxes. The top graft cuttings are delivered accompanied by labels, issued in accordance with the current standards, and the relevant transport document.

If the Material cannot be used for reasons objectively attributable to the Seller, the latter undertakes to replace it as soon as possible or, in the event of impossibility of replacement, it shall reduce the price paid, excluding any other right or claim for any title of the Buyer. The amount of the reduction in the consideration paid by the Buyer to VCL will never exceed 75% of the price actually paid for the disputed Material and, in any case, the determination of the reduction within the above-mentioned *range* will be devolved to a third-party technician designated by the President of the Court of Pordenone (ITALY), at the request of the most diligent party.

2. The Seller is not liable for damage to the supplied Material resulting from the negligence of the Buyer and/or third parties.
3. Those complaints that will be received in manner other those in the provisions of Art. 6 "COMPLAINTS" will not be considered.
4. **The authorization to send replacement Material as a guarantee must always be considered conditional on the effective verification by VCL of the validity of the Customer's complaints: it will be required to pay for the Material ordered as a replacement, except for the subsequent procedure of credit referred to below.**
5. Any credit will only take place after the Seller has authorized the collection and has received the disputed Material in return and verified the reasons for the complaint. If, from the analysis of the return, the reasons for the complaint are not attributable to the Seller, the Buyer will not be entitled to any credit. **In the event of a dispute as to whether or not the credit is due in favour of the Customer, the provisions of paragraph 1 above apply (the decision will be devolved to a third-party technician designated by the President of the Court of Pordenone - ITALY -, at the request of the most diligent party).**
6. **All Material supplied by the Seller is guaranteed, except as specified in Art. 6 above, for 6 (six) months from the date of delivery.** The warranty is effective only if the Buyer proves that it has scrupulously followed the instructions and precautions for use given by the Seller. The Customer will still be charged for any replacements of the Material that are necessary due to force majeure or due to facts or acts attributable to its fault or responsibility.

#### **Art. 8**

##### **PAYMENT MODES, ALLOCATION OF PAYMENT, DEFAULT INTEREST**

1. Payments must be made at the time of the Purchase Order, unless explicit written exception for the specific case between the Buyer and Seller.

2. Unless otherwise specified by the Seller, only payments made directly at its headquarters will be valid and any delays will be subject to the interests of the law according to the extent provided for by Legislative Decree No. 231/02 and by Art. 62, paragraph III, of Legislative Decree No. 1/2012.
3. The Seller reserves the right, notwithstanding Art. 1193 of the Italian Civil Code, to attribute any payment to the oldest debts, regardless of any different indication from the Buyer.
4. The terms and methods of payment indicated in the Purchase Order confirmation and in the invoice are peremptory and mandatory and differing conditions are not accepted unless expressly agreed in writing with the Seller.
5. The delayed or partial payment of the supply or even of a single instalment, in whole or in part, if an instalment payment has been agreed, is, by the express will of the Parties, a case of serious contractual breach by the Customer pursuant to Art. 1455 of the Italian Civil Code and will constitute grounds for ipso jure termination of the contract pursuant to Art. 1456 of the Italian Civil Code, with the power, in any case, for the Seller to suspend the supplies still to be performed even if they refer to another supply contract, being it agreed that the sums paid up to that time are by right withheld by the Seller as compensation, except for compensation for any major damages.
6. In the case of fractionated payment, subject to the discretion referred to above, the advance payments will be allocated first to cover value added tax (if applicable) and then the taxable amount shown on the invoice.
7. Payments can never be suspended, or delayed - even in part - for any reason, and the Buyer has not the right to raise any objection before having properly fulfilled the obligation of payment. Offsetting against any credits claimed by the Buyer against VCL is not permitted without prior written authorization from the Seller. Any tax exemptions or concessions must be specifically communicated by the Buyer at the time of the Purchase Order, otherwise, the Seller will apply the normal legal rates (where applicable).

#### **Art. 9**

##### **FORFEITURE OF BENEFIT OF THE TERM**

1. In case of agreed instalment payments, the late full and/or partial payment, even of a single instalment within the agreed timeframe, will cause the Buyer to immediately and automatically forfeit the benefit of the term for the subsequent instalments pursuant to Art. 1186 of the Italian Civil Code and the Seller will have the right to demand the entire amount agreed even if relating to different Purchase Orders. The release of bank bills for payment and, more generally, of credit instruments and any commercial agreements agreed between the Parties to guarantee the payment is not a novation of the original payment obligation.

#### **Art. 10**

##### **INTERPRETATION - CHANGES - AUTHORIZATION TO DATA PROCESSING**

1. Every reference to the price lists, general conditions or other informational Materials of VCL refers to the documents in force at the time of the reference, unless otherwise specified.
2. Except as provided by these general conditions, any changes made by the Parties to the contracts covered by these general conditions must be made in writing, subject to



invalidity. The derogation from one or more provisions of these general conditions shall not be interpreted extensively or by analogy and does not imply the will to disregard the general conditions in their entirety. Any invalidity of one or more clauses of this document does not make it ineffective as a whole that, subject to the unenforceability of the invalidated clause, will continue to govern the present and future relationship between the Parties.

3. By signing the Purchase Order proposal, in the event of the conclusion of the related contract, the Customer expressly authorizes VCL, pursuant to Legislative Decree No. 196/2003 and EU REG. No. 679/2016, to process its personal data, even if acquired by the Seller during the execution of the contract, to notify and disclose them to third parties, also for advertising purposes.

**Art. 11**

**JURISDICTION - LANGUAGE - APPLICABLE LAW - DISPUTES - COMPETENT COURT**

1. All supplies and contracts concluded under the validity of these general conditions will be governed by Italian law and the exclusive knowledge of the Italian Judge identified in accordance with provisions in the paragraph below. These general terms and conditions of sale must be read and interpreted on the basis of the Italian, which must be considered - in any case - the prevailing language for the case of translations of this document into a foreign language.
2. For any dispute relating to the interpretation, execution, termination of contracts concluded under the validity of these general terms and conditions, the Justice of the Peace and/or the Court of Pordenone will be exclusively competent, according to value, with the express exclusion of all other alternative Courts and/or entities entitled provided for by Art. 18 and subsequent ones of the Italian Code of Civil Procedure, even if the payment is agreed by cash order or promissory note(s) domiciled at the debtor's and cannot be waived even for a call as a guarantee and for reasons of connection or communion.

**FOR ACCEPTANCE OF THE ABOVE-MENTIONED GENERAL TERMS AND CONDITIONS OF SALE**

**CUSTOMER'S STAMP AND SIGNATURE**

**SPECIFIC APPROVAL OF THE CLAUSES**

*The Customer declares to be perfectly kept informed on the general conditions of supply, Ed. January 2021 – applied by VCL (terms and conditions that the Customer declares to have already been delivered and, in any case, to promptly know because they are carefully viewed at the URL <http://www.vclvivai.com>), specifically approving, with the signing of this document, also pursuant to Articles 1341 - 1342 of the Italian Civil Code, the clauses, in any case in bold blue font, referred to in **ART. 1** "GENERAL PROVISIONS" (para. 3), **ART. 2** "PREPARATION AND SUBJECT OF THE CONTRACT. PURCHASE ORDERS. CANCELLATION OF PURCHASE ORDERS. NEW ORDERS AND ADDITIONS" (paras. 2, 3, 4 and 5), **ART. 3** "TERMS OF PERFORMANCE FOR THE SELLER. DELIVERY OF GOODS" (paras. 1, 5, 6, 7, 8, 9 and 10), **ART. 5** "PRICES" (paras. 2 and 4), **ART. 6** "COMPLAINTS" (paras. 1, 2, 3, 4 and 5), **ART. 7** "SELLER'S WARRANTY" (paras. 1, 4, 5 and*



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6), **ART. 8** "PAYMENT MODES, ALLOCATION OF PAYMENT, DEFAULT INTEREST" (paras. 2, 3, 5 and 7), **ART. 9** "FORFEITURE OF BENEFIT OF THE TERM", **ART. 10** "INTERPRETATION - CHANGES - AUTHORIZATION TO DATA PROCESSING" (paras. 2 and 3), **ART. 11** "JURISDICTION - LANGUAGE - APPLICABLE LAW - DISPUTES - COMPETENT COURT"

**CUSTOMER'S STAMP AND SIGNATURE**



**Information pursuant to Article 13 of Legislative Decree No. 196/2003  
(Consolidated Text on Privacy)  
as well as pursuant to Articles 13 and 14 of EU REG. No. 2016/679**

Dear Customer,

**Legislative Decree No. 196 of 30 June 2003** ("Code regarding the protection of personal data") provides for the protection of persons and other subjects regarding the processing of their personal data.

According to the above-mentioned standard, this processing will be based on principles of correctness and lawfulness and transparency and protection of your privacy and your rights.

Pursuant to Article 13 of Legislative Decree No. 196/2003, therefore:

- a) The data you provide will be processed for the purposes of economic, financial, administrative and commercial management of the company, to meet the obligations established by, regulations, community standards as well as civil and tax laws.
- b) The processing will be carried out both in paper and computerized and telematic mode.
- c) The provision of data is necessary as any refusal to provide such data could lead to failed or partial execution of the contract and/or failure to continue the relationship.
- d) The data may be disclosed to the following subjects exclusively for the purposes detailed above and, in any case, using the utmost confidentiality (professionals and consultants, companies working in the transport industry, commercial information companies, credit recovery companies, credit institutions, factoring/leasing companies, appointed subordinate personnel).
- e) At any time, you can exercise your rights towards the Data Controller, pursuant to Art. 7 of Legislative Decree No. 196/2003 (CONSOLIDATED TEXT ON PRIVACY).

It should also be noted that for the purposes set out in **EU Regulation No. 2016/679**, the personal data provided by you and acquired by VIVAI CLAUDIO LENARDUZZI, will be processed in compliance with the standards provided for by the above-mentioned Regulation and the consequent rights and obligations.

According to the indicated standards, this processing will be based on principles of correctness, lawfulness and transparency and protection of your privacy and your rights.

Pursuant to EU Reg. No. 2016/679:

- 1) PURPOSE OF THE PROCESSING** – A) The processing is aimed at the correct and complete execution of the sales/supply contract rather than the performance of the work/contract concluded with you. The data you provide will also be processed for the purposes of the economic, financial and administrative management of the company, to meet the obligations established by law, regulations, community standards as well as civil and tax laws. B) **Commercial and promotional activities:** market research; execution of commercial activities and operations; sending commercial information relating to the products and activities of the company and its suppliers; be contacted by phone or email to receive commercial proposals; marketing activities, sending promotional communications relating to products and/or services for agriculture (including the sending of illustrative Material and advertising Material on the products/services offered), carried out through: traditional tools (paper mail) and/o use of remote communication techniques such as telephone with email operator, MMSs, computer applications (APPs), SMSs, other messaging services, fax,

or through social networks. C) **Profiling activities:** collection, storage and processing of data to perform statistical analysis in anonymous and/or aggregate form; processing of internal statistics; performance of profiling activities consisting in the identification of preferences, tastes, habits, needs and consumption choices and in the definition of the Customer profile, in order to improve the products or services offered and meet the needs of the Customer, as well as to carry out, prior specific consent, personalized promotional, advertising or commercial communications, using the means indicated above; purposes related to the commercial activity, statistical purposes, mail order or telephone sales, market analysis, detection of the degree of Customer satisfaction. **With reference to the purposes referred to in items b) and c),** consent, if given, may be revoked at any time according to the procedures set out in Section 8 of this information.

- 2) **PROCESSING METHODS OF PERSONAL DATA** – The processing is carried out through operations, carried out with or without the aid of electronic tools and consists of the collection, registration, organization, storage, consultation, processing, modification, selection, extraction, comparison, use, interconnection, blocking, communication, cancellation and destruction of data he processing is carried out by the Data Controller and by the persons in charge expressly authorized by the Data Controller.
- 3) **PROVISION OF DATA AND REFUSAL** – The provision of common and/or sensitive personal data is necessary for the purpose of carrying out the activities referred to in Section 1) above and the refusal by the Data Subject to provide personal data makes it impossible to fulfil to these activities with consequent failure or partial execution of the contract and/or the failure to continue the correlative relationship
- 4) **DATA COMMUNICATION** – Personal data may be known by the persons in charge of processing and may be communicated exclusively for the purposes referred to in Section 1) above to the following subjects and, in any case, using the utmost confidentiality: (i) external collaborators, (ii) professionals and consultants, (iii) service companies, (iv) commercial information companies, (v) debt collection companies, (vi) credit institutions, (vii) factoring/leasing/finance companies and, in general, (viii) all subjects to whom communication is necessary for the correct execution of the contract and for the purposes referred to in Section 1) above. Personal data will not be subject to disclosure.
- 5) **TRANSFER OF DATA ABROAD** – Personal data may be transferred to countries of the European Union or to third countries other than those of the European Union or to an international organization, within the scope of the purposes referred to in Section 1) above. In this case, it will be communicated to the Data Subject whether or not there is an adequacy decision of the EU Commission.
- 6) **DATA RETENTION** – The data are kept for the period necessary to carry out the activity and in any case not exceeding ten years.
- 7) **DATA CONTROLLER AND MANAGER** – The Data Controller and the Data Processor is Mr. LENARDUZZI CLAUDIO (Tax Code: LNRCLD76P30I904Y) domiciled for the purpose at VIVALI CLAUDIO LENARDUZZI in San Giorgio della Richinvelda (PN), Via Manzoni 56.
- 8) **RIGHTS OF THE DATA SUBJECT** – The Data Subject has the right to:
  - access, rectification, cancellation, limitation and opposition to the processing of data;
  - obtain from the Data Controller, without hindrance, the data in a structured format of common use and readable by an automatic device to send them to another data controller;

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- revoke the consent to the processing, without prejudice to the lawfulness of the processing based on the consent acquired before the revocation;
  - lodge a complaint with the Guarantor Authority for the Protection of Personal Data.
- 9) The exercise of the above rights can be exercised by written communication to be sent by certified email: [vivailenarduzziclaudio@pec.it](mailto:vivailenarduzziclaudio@pec.it) or registered letter with acknowledgment of receipt to the address: **VIVAI CLAUDIO LENARDUZZI, Via Manzoni 56 – 33095 San Giorgio della Richinvelda (PN), Italy.**

The undersigned declares to have received the above information.

**CUSTOMER'S STAMP AND SIGNATURE**



**CONSENT TO THE PROCESSING OF PERSONAL DATA**

The undersigned, Mr./Mrs.

(Tax Code: )  
Representation/Employer of the  
Company

in his/her capacity as of Legal

(Tax Code:

**Being informed:**

- of the identity of the Data Controller
- of the identity of the Data Protection Officer
- of the ways in which the processing takes place
- of the purposes of the processing for which the personal data are intended
- of the right to withdraw consent

as shown in Sections 1 - 6 and 8 of the information signed pursuant to Art. 13 of the Consolidated Text on Privacy (Legislative Decree No. 196/2003) and EU Regulation No. 2016/679 by signing this form

) **AGREES,**

pursuant to and for the purposes of Legislative Decree No. 196/2003 and Art. 7 and subsequent ones of EU Regulation No. 2016/679, that his/her personal data are processed according to the methods and within the limits set out in the above information.

Read, confirmed and signed.

**CUSTOMER'S STAMP AND SIGNATURE**

/VAT No.:

based in