



MOLINO E PASTIFICIO SA  
Via Principale 1 – 7742 Poschiavo  
CHE-102.140.523

## GENERAL TERMS AND CONDITIONS OF SALE (GTCS)

### 1. General

#### 1.1 Scope of applicability

These General Terms and Conditions of Sale shall constitute a sale agreement between Molino e Pastificio SA ("MPP") and the Customer ("Customer") and shall apply to any order placed unless a specific Agreement exists. The General Terms and Conditions or any other document submitted by Customer replacing, modifying or completing these General Terms and Conditions of Sale shall be of no force or effect whatsoever, regardless of any commercial exchange referring to it. Orders placed through the online store are subject to the General Terms and Conditions of Online Sale available on [www.pastificio.ch](http://www.pastificio.ch).

#### 1.2 Governing Law

These Terms and Conditions, and any legal relationship between MPP and Customer, shall be governed by the Swiss law.

#### 1.3 Termination (Order of goods)

Legal provisions for contracts termination apply (cf. art. 184ff. ; SR 220). Orders shall be placed by Customer by telephone, email or in writing. MPP shall provide an Order Confirmation by email only in the event such Order deviates from the procedure and pricing mentioned in the price lists in force or from the detailed quotation issued by email or mail.

#### 1.4 Deadlines

In these Terms and Conditions "business day" means any day other than a Saturday, a Sunday or a public holiday in Switzerland as well as December 24th and 31st. Orders bound to specific deadlines shall be delivered to Customer by due date at 4 PM. MPP shall not be liable for any delay caused by carrier.

### 2 Delivery

#### 2.1 General

MPP may freely establish when to deliver the goods within the agreed delivery deadlines. MPP may consider making partial deliveries of Customer's Order. Any additional charges in the event of partial shipments are covered by MPP. Long-term agreements for recurring and periodical supplies are subject to the specific Terms and Conditions mentioned in such agreements.

#### 2.2. Delivery terms

Goods shall be delivered according to the following terms:

- Long-term agreements with recurrent and periodical supplies: Delivery Terms as defined in the specific Agreement/Order Confirmation.
- Orders under 200 kg: one week from Order date.
- Orders over 200 kg: up to three weeks from Order date or by Delivery Term communicated to Customer.
- Customized orders and/or packaging: Delivery Terms as specifically agreed with Customer.
- For online shop orders: goods will only be dispatched once payment has been received.

If MPP realizes that its delivery obligations cannot be met punctually, it reserves the right to establish new terms by notifying Customer immediately, without pricing being affected or discounts being applied.

#### 2.3. Shipping

Carrier and method of shipping shall be selected by MPP. Purchased items are delivered to the address mentioned in the Order Confirmation by a carrier or directly by MPP.

Shipping fees shall be stated in the price list, in the quotation or in the specific Agreement sent to Customer. If the address mentioned on the Order is erroneous and/or incomplete, goods are returned to MPP's address. Customer shall be contacted in order to rectify the delivery address; MPP shall pay any fees for return and new shipping.

#### 2.4 Product quality

MPP manufactures its products using exclusively GMO-free and additive-free raw materials. MPP commits as far as possible to an ecologically sustainable production. Manufacturing processes comply with internal HACCP/GHP guidelines.

### 3. Force Majeure

Neither party shall be liable for any delay to meet its obligations due to unforeseen circumstances or causes behind such party's reasonable control. Any hindrance shall be communicated to the other party immediately. In the event the delay continues for more than thirty (30) days after the scheduled date of Delivery/Agreement/Order, MPP and Customer have the right to terminate the agreement or cancel the Order within five (5) business days, by written notice, without incurring any liability.

### 4. Complaints / Replacements

#### 4.1 Complaints

The Order placed by Customer is binding. Change requests shall be possible while the Order is still being processed at MPP's factory. No cancellation or modification shall be possible once items are labeled for shipping or in transit. Customer shall verify the Order is complete and goods undamaged at the time of delivery. Goods damaged in transit shall be notified immediately to the carrier (and possibly only accepted with reserve). Orders shall be deemed correct, complete and undamaged unless otherwise notified by Customer to MPP within three (3) days from delivery at [info@pastificio.ch](mailto:info@pastificio.ch). MPP shall not be liable for damage in transit and for incorrect storage of goods after they have been delivered to Customer or handed over to carrier.

#### 4.2. Replacements

For products damaged in transit, incorrect or faulty deliveries ascribable to MPP, in agreement with Customer, MPP shall replace the goods or issue credits for their value. MPP shall not accept the return of or replace products delivered intact and undamaged.

### 5. Title

Title to possession of the purchased products shall remain with MPP until the invoice is paid in full by Customer.

### 6. Pricing

The price lists displayed in the Order Confirmation or in the specific quotation/Agreement and quoted Swiss Francs (CHF) are binding. We reserve the right to modify our price lists and discounts at any time and without notice.

### 7. Billing and payment

#### 7.1 Billing

Invoices are issued in paper form and delivered with the goods or separately mailed or e-mailed as agreed with Customer. For invoices separately sent by mail MPP may charge Customer. A surcharge of CHF 9.50 per invoice shall be applied to monthly invoices under CHF 100.00 (value of goods excluding VAT).

#### 7.2 Payment terms

Invoices issued by MPP must be paid in full within thirty (30) days unless otherwise agreed in writing. New customers may be asked to pay the first order in advance.

#### 7.3 Overdue interests and prepayment

Any amount overdue after the agreed Payment Terms shall be considered in arrears and bear an additional interest rate of 6% per annum. A first payment reminder shall be issued with a surcharge of CHF 10.00, an additional CHF 20.00 will be applied in the event of a second payment reminder. MPP reserves the right to require Customer to pay any future orders in advance.

### 8. Data protection

Personal Information shall be treated as strictly confidential. MPP reserves the right to gather Personal Information in respect to the General Terms and Conditions of sale (GTCS) in accordance with the Federal Act on Data Protection (FADP). Only Personal Information relevant to the process and fulfillment of the Order shall be collected.

### 9. Invalidity clause

If any of the provisions of these Terms and Conditions shall be held to be invalid, the remaining provisions contained herein shall not be in any way impaired thereby. In such case, the parties shall in good faith modify or substitute such provision consistent with the original intent of the parties.

### 10. Place of jurisdiction

The court of competent jurisdiction for any dispute or claim arising from the agreement between MPP and the Purchaser is 7742 Poschiavo (GR).

### 11. Language versions

These Terms and Conditions of Sale are available in various language versions. The Italian language version is binding. MPP may modify and update its Terms and Conditions at any time by posting a revised version on [www.pastificio.ch](http://www.pastificio.ch).