

Notice version – issued by the Supplier; no signature is required from the Client

Issuer and definitions

These Rules are issued by Galbusera SpA – Viale Orobio 9 – 23013 Cosio Valtellino (SO) – Italy (the "Supplier").

Reference is made to the Supplier's General Terms & Conditions for the Export Sale of Everyday & Seasonal Products, as in force from time to time (the "T&C"), and, where in force, to the Letter of Understanding (the "LOU") and the Business Development Agreement (the "BDA").

"Client" means the counterparty indicated in the Offer Letter, LOU, BDA, Proforma Invoice or Commercial Invoice. Together, the Supplier and the Client are the "Parties". "Offer", "Products" and "Territory" have the meaning given in the T&C. The Supplier is referred to as the "Principal", and the Client as the "Distributor", in the LOU and the BDA.

These Brand Use Rules (the "Rules") set out the conditions under which the Client may use the Supplier's trademarks, trade names, logos and brand content. They apply to every commercial relationship between the Parties, whether governed by a LOU and a BDA or by an Offer and the T&C alone, and are stable for the duration of the relationship.

The artwork, colour and typography specifications, product images and point-of-sale templates referred to below are made available by the Supplier in a brand asset kit (the "Brand Asset Kit"), as updated from time to time. The Client shall always use the current version of the Brand Asset Kit.

These Rules provide as follows:

§1. Purpose and status

Where a LOU and a BDA are in force between the Parties, these Rules are the Supplier's brand guidelines referred to in the BDA. They are ancillary and subordinate to the LOU and the BDA and constitute a Commercial Document for the purposes of the order of precedence set out in the LOU. They do not extend the authorization to use the Supplier's trademarks and branding granted under the BDA; they set the conditions of that use.

Where no LOU is in force, these Rules are ancillary to the Offer and the T&C and constitute the Supplier's prior written consent under the T&C provisions on Intellectual Property. That consent is non-exclusive, personal to the Client and limited to marketing and reselling the Products in the Territory in accordance with these Rules; it may be withdrawn by the Supplier on written notice. Where these Rules are notified to or made available to the Client without separate signature, acceptance of any Offer, order or delivery constitutes acceptance of them.

In the event of conflict between these Rules and the LOU, the BDA, the Offer or the T&C, the latter prevail.

§2. Term

These Rules apply for as long as a LOU, a BDA or an Offer between the Parties remains in force, and expire automatically when the last of them ends, together with any authorization to use the Supplier's trademarks and branding. On expiry the Client shall cease all such use, without prejudice to the effects of expiry or termination set out in the LOU where one is in force.

§3. Scope

These Rules apply to every use of the Supplier's brand by the Client or by anyone acting on its behalf, including packaging and stickering, sales and trade materials, point-of-sale materials, online product listings, online stores and brand accounts, trade fairs and events, and communications to trade customers.

§4. Trademarks and logos

Only the logo files provided in the Brand Asset Kit may be used, reproduced without alteration. The Client shall not: change the proportions, colours or orientation of the logo; add shadows, outlines, gradients or other effects; recreate the logo using other typefaces; place the logo on a background that impairs its legibility; combine the logo with any other mark, name or symbol so as to form a single sign; or use the brand as part of its company name, a domain name, a store name or a social account name without the Supplier's prior written consent.

The brand name shall be reproduced exactly as registered, including any local-character version supplied by the Supplier for the Territory. No translation, transliteration or abbreviation may be used unless supplied in the Brand Asset Kit.

The Client shall not sub-authorize any third party to use the Supplier's trademarks or brand content without the Supplier's prior written consent. Any consent given is personal and revocable.

§5. Reference specifications

Logo artwork, minimum sizes, clear space, colours and typefaces are set out in the Brand Asset Kit and shall be followed exactly. No other artwork, colour or typeface may be used.



§6. Product images

Only product images supplied in the Brand Asset Kit, or approved by the Supplier in writing, may be used. The Client shall not retouch or restyle the product, show formats, variants or packaging not supplied to the Territory, or present the product in a way that suggests ingredients, characteristics or origin it does not have.

§7. Online content

Store names, account names and avatars shall follow the Brand Asset Kit. Product listings shall carry the legal product name, ingredient list, allergens, nutritional values, net quantity and origin as they appear on the label of the product actually supplied, together with any further consumer information required in the Territory, and shall be kept accurate and up to date.

The Client shall not make, or allow to be made, any nutrition or health claim that does not appear on the label or that is not permitted in the Territory, and shall not publish images of products it does not hold in stock for sale in the Territory.

§8. Uses requiring prior written approval

The following require the Supplier's prior written approval: co-branding or association of the brand with any third party, product or event; campaigns involving testimonials, ambassadors or influencers; dedicated packaging, formats, gift packs or bundles; use of the brand in a company name, domain name, store name or social account name; and any material that departs from the artwork supplied in the Brand Asset Kit. Approval requests shall be sent to the Supplier's contact stated in the LOU or in the Offer, with the material to be approved attached.

§9. Uses not requiring approval

No approval is needed to use the artwork, images and templates supplied in the Brand Asset Kit without modification, to run trade activation materials that comply with these Rules and, where a BDA is in force, with the budget approved in its Appendices, or to publish listings that reproduce content already approved.

§10. Brand Asset Kit

The Supplier may update the Brand Asset Kit at any time and shall make the current version available to the Client. Updates take effect on notice to the Client and apply to materials produced or published thereafter; materials already in circulation shall be aligned at the next reprint or, for online content, within a reasonable time.

Updates to the Brand Asset Kit may cover artwork, specifications, images and templates only. Any new obligation, restriction or approval requirement shall be agreed in writing between the Parties as an amendment to these Rules.

§11. Non-compliance

Where any use does not comply with these Rules, the Client shall correct or withdraw it on the Supplier's request, within 10 (ten) working days for printed and point-of-sale materials and within 2 (two) working days for online content. The Supplier's rights under the LOU, the BDA, the Offer and the T&C are unaffected.

§12. Scope of these Rules

These Rules govern the use of the brand only. They do not concern resale prices, which the Client determines freely, nor the channels in which the Products may be sold, which are dealt with in the LOU, the BDA, the Offer and the T&C.

§13. Governing law

These Rules are governed by Italian law and subject to the dispute resolution provisions of the LOU or, where no LOU is in force, of the T&C.

Issued by the Supplier on the date stated above.

Galbusera SpA

Stefano Cutrona

International Business Director

