

Please read these Terms and Conditions of registration services provided by Hillebrand Gori, USA Inc. If you agree to the Terms and Conditions, sign below to accept this agreement. Food facilities are required to register with the Food and Drug Administration ("FDA") if these facilities process food products including wine which are imported to the United States. It is a U.S. requirement that importers verify the safety of food from their suppliers. FDA has the authority under U.S. laws to block foods from facilities or countries that refuse FDA inspection.

Registrant hereby appoints Hillebrand Gori, USA Inc. ("Agent") for purposes of registering each of Registrant's facilities ("facility") not located in the United States of America ("U.S.") with the U.S. Food and Drug Administration ("FDA") and to otherwise act as Facility's representative in the U.S. in dealing with the FDA for such purposes. Facility agrees that it will timely provide to Agent any and all information required by FDA to effect and maintain registration of the facility. Facility further agrees that it will notify Agent within fifty days of any changes to the information provided to FDA, including, but not limited to, the name of the owner, operator, or agent in charge of the facility; change of address will trigger cancellation of the registration and new registration will be filed with the new address Facility acknowledges, represents, warrants, and agrees (a) that FDA will treat information provided by Agent as being information of the Facility, (b) that communications by FDA to Agent retransmitted to the facility will be treated as the equivalent of FDA providing the same communications to the facility, (c) that information of the facility submitted to FDA through Agent is certified by the facility as being true and accurate, and (d) that the facility's failure to comply with FDA and U.S. regulations governing the facility's operations may result in legal action by the U.S. against the facility including, but not limited to, fines; penalties; detention of cargo importations into the U.S., debarment of the facility from importation into the United States, and (e) that the facility complies with FDA approved best practices for food safety. The facility agrees that the FDA will be permitted to inspect the facility at the times and in the manner permitted by U.S. federal laws. There is no fee for the initial inspection; however, in the event that the initial inspection has identified certain food safety problems, the FDA has the right under U.S. laws to re-inspect the facility to determine whether corrective action has been taken. The re-inspection fees will be billed to the Agent who is responsible for securing such fees from the facility who remains responsible for the re-inspection fees. In the event of a re-inspection by the FDA the facility will be required within five days' notice to deposit the minimum sum of U.S. \$30,000 or the estimated costs by the FDA, whichever shall be higher, with Agent to be held in escrow to cover the costs of re-inspection. The facility will indemnify, defend, and hold harmless Agent from any and all claims, causes of action, losses, damages, liabilities, costs and expenses, including but not limited to attorney fees, directly or indirectly arising from or related to, the facility's breach of any provision of these Terms and Conditions. The facility acknowledges (a) that the Terms and Conditions shall be governed by the laws of the U.S. All disputes arising out of or in connection with the Terms and Conditions shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. To commence ICC Arbitration a "Request for Arbitration" will be filed with the Secretariat of the ICC International Court of Arbitration at Paris, France and arbitration will be held in New York, New York, U.S. unless the parties agree otherwise in writing. The filing of an arbitration request by either party shall not prevent the right of resignation by Agent as the FDA representative or prevent the U.S. from taking any action to block or seize shipments under U.S. laws or prevent Agent from seizing shipments as a lien against payment of re-inspection fees.

☐ Cancellation of registration: US \$150

☐ Change of address: US \$225

Above rates are subject to fluctuation at the beginning of each calendar year. Please contact us for additional information.

Facility Name:		
Facility Street Address:		
City:	State/Province:	Zip/Postal code
Phone (include area & country codes):		Email
Accepted by (Print Name)		
Title		
Signature		Date: