

# The Functioning of AR-XGE

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## Introduction.

The AR-XGE (from now on defined as “the Platform”) represents probably a first in the industry: a platform where Corporate Clients (“Clients”) can request and obtain Price Quotations and carry out Transactions on non-commodity food products in a centralized fashion. This platform has been thought for Clients in the Airline Catering industry as well as Clients in the Horeca and Food Service industries. Prices will be made specifically on Italian products only. Before posting a Price Quotation, all product will have been certified to meet the highest international quality standards (BRC/IFS). This process is carried out by the Quality Assurance Department of AR Alimentare. All Prices Quotations, Transactions and/or Settlement Cycles will be received from and/or will be carried out with AR Alimentare Spa as the Counterparty.

The AR-XGE is a sell-side only platform and is managed by AR Alimentare Spa. The Platform is addressed to any corporate Client (“the Client”) interested in obtaining quotations and carry out buy-only Transactions on **food products of Italian origin only** listed on the AR-XGE web page ([www.aralimentare.com](http://www.aralimentare.com)).

Here below you will find the Rules (“from now on defined as “Rules or Terms of Trade”) that define the functioning of this Platform.

Price Quotations are made and Transactions can be carried out only on Products listed on the dedicated AR-XGE web page and defined exactly by the technical sheet supplied online. These technical sheets are freely available to all parties to be consulted.

If you wish for AR-XGE to make prices on Products present on the AR-XGE list but with different packaging or logistics configurations as set out on the Technical Sheets, please forward your request to [arxge@aralimentare.com](mailto:arxge@aralimentare.com).

If you wish for AR-XGE to make prices on Products not present on the AR-XGE list please forward your request to [arxge@aralimentare.com](mailto:arxge@aralimentare.com).

## Definition of “Client”.

Any corporate entity identifiable with a company registration number.

## Definition of “Counterparty”.

Counterparty is defined as Attività Riunite Alimentare Spa or AR Alimentare.

## Obligations by the Client.

Requesting Price Quotations do not expose the Client to any obligation towards AR Alimentare or AR-XGE. The Transaction becomes binding for the Client the moment the Client accepts to start the Trade Confirmation cycle as set out below in the section “Trade Confirmation”.

## Product Definition.

Each “Product” on which a Price Quotation is issued, is defined in all its details by the Technical Sheet (“TS”). This can be freely downloaded for all products listed on the AR-XGE page.

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The TS describes the product, the packaging, the logistics (palletisation), as well as the Minimum Order Quantities ("MOQ"). The latter is an important piece of information as prices will not be quoted and deliveries will not be made for quantities below the MOQ.

Please make sure to read carefully the TS before proceeding and make sure that all details correspond to the product you are interested in, that the packaging suits your operational needs and that the MOQ is acceptable to you.

## Halal Certified Products.

Prices are also available on Halal certified products. These are identified separately on the AR-XGE.

## Definition of "Transaction".

A "Transaction" is defined as a series of actions starting from the moment the Client requests a PQ and ends the moment the Client takes full possession of the Product.

**Transaction = Price Request (PR) + Price Quotation Issuance by ARA-XGE + Price Quotation Acceptance by Client + Settlement Cycle**

Requesting Price Quotations do not expose the Client to any obligation towards AR Alimentare or AR-XGE.

The Transaction becomes binding for the Client the moment the Client accepts to start the Trade Confirmation cycle as set out below in the section "Trade Confirmation".

## Definition of "Settlement Cycle".

A "Settlement Cycle" is defined as that series of actions starting from the moment the Client issues the PO and ends the moment the Client takes full possession of the Product.

## Price Request ("PR").

Once you have taken full vision of the Technical Sheet ("TS"), we suggest you proceed by requesting a Price Quotation ("PQ") for the product of interest. Please click on "Price Quote". You will be requested to fill up all the fields and tick the acceptance of the Terms of Trade ("TT").

Requesting Price Quotations do not expose the Client to any obligation towards AR Alimentare or AR-XGE.

## Terms of Trade ("TT").

Accepting the TT means:

1. Accepting the product, packaging, palletisation and MOQ specifications as set out in detail on the Technical Sheet.
2. Accepting that there cannot be any deviation in terms of product, packaging, palletisation and MOQ specifications from the specifications set out on the Technical Sheet.
3. Accepting to Transmit true information regarding company names, company identification numbers as well as contact details.

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4. Accepting the Pricing Terms ("PT").
5. Accepting the Delivery Terms ("DT").
6. Accepting the Settlement Terms ("ST").

## The Price Quotation ("PQ").

Once a PR has been forwarded to the AR-XGE, before proceeding with the PQ, the Client will be contacted by telephone or email by the AR-XGE trader to confirm the contact details. **The PQ will then be sent out by email only.**

Requesting Price Quotations do not expose the Client to any obligation towards AR Alimentare or AR-XGE.

## Pricing Terms ("PT").

All Prices will be quoted EXW Italy. Because the EXW destination may vary from product to product, this will be indicated on the PQ.

The PQ will have a validity of 5 working days from the date of issuance. The 5 working days will count from the date stated on the PQ.

## Delivery Terms ("DT").

The DT will be indicated in number of days or weeks on the Technical Sheet, and varies from product to product.

The DT will be subject to the PT applicable.

## Payment Terms ("PT").

All trades are subject to "Payment in Advance" terms. The Transaction Value ("TV") is the one reported on the PQ. AR Alimentare will not start the execution to the Trade till the full funds stated on the PQ will be credited.

Settlement can be carried out by wire transfer only. Bank details will be indicated on the PQ.

Once payment has been received, the goods will be delivered within the terms set out on the Technical Sheet under the section "Product Date and Order Data" and more specifically under the heading "EXW Lead Time (days)".

All settlement documentation will be made available to the Client upon delivery of the Products.

## Trade Confirmation ("TC").

Should the Client wish to carry out the trade,

the Client should:

1. Send back to the AR-XGE copy of the PQ duly signed for acceptance of all the terms set out on the PQ (by email to [arxge@aralimentare.com](mailto:arxge@aralimentare.com) or by fax to +39 075 8783347).

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2. Send to AR Alimentare a Purchase Order (“PO”) (by email to [arxge@aralimentare.com](mailto:arxge@aralimentare.com) or by fax to +39 075 8783347).
3. Send to AR Alimentare the advance payment for the value of the goods. Please see the section Payment Terms.

## AR Alimentare should:

1. Send the PO confirmation to the Client.
2. Instruct the Client about the payment details.
3. Instruct the Client when the funds have arrived.
4. Instruct the Client about the delivery time for the goods.
5. Deliver the goods to the Client at the EXW location.
6. Confirm I writing to the Client the delivery of the goods.

## **Credit Request.**

Clients wishing to execute orders on different payment terms than the one set out by the Settlement Terms, can ask AR Alimentare for a credit line ([arxge@aralimentare.com](mailto:arxge@aralimentare.com)). AR Alimentare’s will evaluate the request subject to credit status. Credit lines will be initially considered for Clients based in the EU only.

## **Samples.**

Samples are available upon request. However, due to the fact that AR-XGE is a platform available to Clients globally, samples are:

1. Available upon request. Please forward your request to [arxge@aralimentare.com](mailto:arxge@aralimentare.com).
2. Clients requesting samples should be informed that they will be invoiced for the shipping and product costs of the samples.
3. Samples will be shipped once payment has been settled.
4. If the samples are approved and the Client carries out the trade, the cost of the samples will be deducted from the overall Transaction Value (TV).

## **Changes by AR-XGE.**

The Rules that define the functioning of the AR-XGE might be subject to change from time to time. Although we will advise all clients by email when such changes occur, all Clients are responsible to read the Terms and accept these before any PR is made.

This is a first in the industry, and we do sincerely hope you will find this exchange of value added.