Grape Price Determination under Italian Law: Value-Formation Methods, Cooperative Conferment and Producer Remedies in the Wine Supply Chain

Résumé

In the Italian wine supply chain, the price of grapes is not always fixed at the time the contract is concluded. It may be deferred, parametric or linked to subsequent quality assessments. This article examines the legal framework governing grape price determination under Italian law, distinguishing between the sale of grapes to a third-party winery and cooperative conferment by members to a cooperative winery. In the former case, the price must be determined or determinable on the basis of prior, objective and verifiable criteria, in compliance with written contractual form and the rules on unfair trading practices under Legislative Decree No. 198/2021. In the latter, the value of the product may be settled ex post according to cooperative rules, mutualistic principles, corporate resolutions and equal treatment among member-contributors. The central argument is that price variability is physiological in the wine sector, but becomes legally pathological when the valuation method is left to the buyer's or cooperative's uncontrolled discretion. The article also analyses the civil-law remedies available to producers, showing that each remedy must be selected according to the specific defect affecting the relationship.

1. The Price of Grapes as a Value-Formation Process: Sale to the Winery and Cooperative Conferment

In contracts for the sale of grapes, as in cooperative conferment[1], notwithstanding the different structure of the two relationships, the determination of the economic value to be recognised for the product is not exhausted by its monetary quantification. It is the outcome of a process in which the economic value is formed through the technical assessment of the grapes, their productive destination and the rules governing the relationship between the producer and the winery or cooperative. The legal issue, therefore, does not concern only the amount of the price, but the

[1] The expression "cooperative conferment" is used in this article as a technical rendering of the Italian *conferimento cooperativo*. It does not refer to a capital contribution, nor merely to the physical delivery of grapes. It denotes the member's delivery of agricultural produce to the cooperative within the framework of the corporate and mutualistic relationship, according to the cooperative's articles of association, internal regulations and settlement criteria. Where the material act of delivery alone is meant, the article uses "delivery".

method by which the value of the product is formed, documented and rendered opposable to the parties.

The relationship between the grape grower and the winery rarely breaks down over the mere existence of an obligation to deliver or to take delivery of the product. Disputes arise, rather, at the stage at which the grapes are weighed, classified, assessed, possibly downgraded and finally settled. It is at this point that grape quality acquires legal relevance. It affects the price, the maturity and enforceability of the producer's claim, the proper performance of the contractual obligations and, in the most problematic cases, the very stability of the contractual arrangement.

Grapes cannot be treated as a wholly fungible agricultural commodity. Their value depends on the quantity delivered or conferred, but also on qualitative and productive characteristics that affect their oenological destination, their compliance with product specifications and their actual potential for commercial valorisation. It follows that, in wine-sector relationships, the price does not necessarily have to be fixed as a definitive numerical amount at the time the contract is concluded. It may be deferred, parametric or linked to subsequent technical assessments, provided that the criterion by which the amount is to be determined has been defined in advance.

This rule has immediate operational significance. If the contract specifies the calculation criteria, the method for assessing quality, the relevant documentation and the economic effects of any non-conformities, the absence of a final amount does not, in itself, indicate a pathological feature of the relationship. In such a case, the price is not absent: it is entrusted to a process. Conversely, where the contract is limited to generic formulas — such as "market price", "grape quality", "winery assessment" or "final settlement" — without specifying their operative content, variability risks turning into a substantially discretionary power of the buyer.

The issue becomes even more sensitive in relationships structured before the harvest. In practice, the sale of grapes is not always confined to an instantaneous exchange between delivery of the product and payment of the price; it may be preceded by agronomic prescriptions, vineyard inspections, instructions on harvesting methods and requirements functional to the subsequent oenological destination[2]. In such cases, the buyer, while remaining a party to an exchange relationship, is not entirely external to the production phase. Precisely for this reason, any interference with production must be matched by a corresponding economic rule: if the winery directs or conditions the way in which the grapes are to be produced, harvested or delivered, the contract must clarify how those elements affect the determination of the price[3].

[2] On vertical integration contracts in agriculture and contractual relationships within the agri-food supply chain, see Bivona, *I contratti d'integrazione verticale in agricoltura*, Milan, 1979; Jannarelli, I *rapporti contrattuali nella filiera agroalimentare*, in Germanò and Rook Basile (eds.), *I contratti agrari*, Milan, 2015, p. 327 ff.; Giuffrida, *I contratti di filiera nel mercato agroalimentare*, Rivista di diritto alimentare, 2012, No. 3.

[3] A comparable approach may be found in French law. Article L.631-24 of the *Code rural et de la pêche maritime*, as reshaped in the context of the EGALIM reforms, requires agricultural sales contracts and framework agreements to contain the price or the criteria and methods for determining or revising it. The French model expressly links price formation to indicators concerning relevant agricultural production costs and their evolution, market prices and their evolution, as well as quantity, composition, quality, origin, traceability and compliance with product specifications (*cahier des charges*). This does not make the French regime identical to the Italian one, but it confirms, in comparative terms, the centrality of a prior, objective and verifiable price-formation method. See Del Cont and Macé, *Les organisations de producteurs en France: état des lieux et réflexions*, in Suchoń (ed.), *The Legal and Economic Aspects of Associations of Agricultural Producers in Selected Countries of the World*, Poznań, Adam Mickiewicz University Press, 2020, pp. 61 ff., especially pp. 78–80.

Where the agreement is concluded before the harvest, the distinction between a product not yet in existence, grapes still on the vine and an already harvested product remains legally relevant[4]. The autonomy of the asset from the land, the moment of transfer, the allocation of risk and the characterisation of the parties' obligations all depend on that distinction. The civil-law classification is not merely descriptive: it affects the proof of performance, liability for loss or deterioration of the product and the formulation of claims in the event of failure to take delivery or of a dispute over the price.

Cooperative conferment is different. The contributing member does not act as an external seller transferring the product to a third-party winery; he or she participates in a mutualistic organisation that collects, processes, transforms and markets the members' products in their common interest[5]. For this reason, in the cooperative relationship it is more accurate to speak of settlement of the value of the conferred product, rather than of a price in the strict sense. The amount recognised to the member does not derive solely from an act of exchange, but from the functioning of the mutualistic relationship, according to the criteria laid down in the articles of association, the conferment regulations, the resolutions of the corporate bodies and the results of the cooperative's activity.

Cooperative settlement may physiologically take place ex post, because it depends on the quality of the grapes conferred, the costs of processing, the performance of the cooperative's activity and the overall result of the business. The fact that settlement occurs subsequently cannot, however, be confused with opacity. Even in the cooperative model, the member must be able to reconstruct the process by which his or her product was classified, valued, possibly downgraded or subjected to deductions. The organisational discretion of the cooperative is limited by procedural transparency, equal treatment among contributing members and the proper accounting representation of mutualistic relationships[6].

The distinction between sale and cooperative conferment is also decisive as regards the applicable legal framework. The sale of grapes between economic operators falls within the scope of the rules governing contracts for the sale of agricultural and food products and unfair trading

[4] On the sale of future goods and on the moment at which ownership is transferred under Article 1472 of the Italian Civil Code, see Bianca, *La vendita e la permuta*, in Vassalli (ed.), *Trattato di diritto civile italiano*, Vol. VII, t. 1, Turin, 1972, pp. 370 ff.; Germanò, *Manuale di diritto agrario*, Turin, 10th ed., 2026. For an operational reconstruction of the sale of grapes on the vine as a transfer of fruits still attached to the plant, producing binding effects upon conclusion of the contract and transferring ownership only upon separation of the fruits, see Confagricoltura Treviso, *La vendita dell'uva: cessione e vendita su pianta*, 14 August 2024.

[5] On the mutualistic relationship and on the distinction between the corporate relationship and mutualistic exchanges, see Bonfante, *La società cooperativa*, in Cottino (ed.), *Trattato di diritto commerciale*, Vol. V, III, Milan, 2014; Borzaga and Fici (eds.), *La riforma delle società cooperative. Vincoli e opportunità nel nuovo diritto societario*, Trento, 2004. For the statutory framework, see Articles 2511 ff. of the Italian Civil Code. See also Tedioli, *Italian Agricultural Cooperatives Between Civil Law and European Regulation: A Development Perspective*, International Journal of Cooperative Law, No. 7, December 2025, pp. 28 ff., especially §§ 3 and 7, https://doi.org/10.36128/f2kfng79.

[6] Under Italian law, this exclusion follows from the combined reading of Article 1 and Article 2(1)(e) of Legislative Decree No. 198/2021. Article 1 provides that the Decree applies to contracts for the sale of agricultural and food products, while Article 2(1)(e), in defining such contracts, expressly excludes, inter alia, the conferment of agricultural and food products by agricultural or fishery entrepreneurs to cooperatives or producer organisations of which they are members. The Directive (EU) 2019/633 does not itself contain a general rule assimilating internal cooperative deliveries to ordinary sales; rather, it establishes a minimum framework against unfair trading practices in business-to-business relationships in the agricultural and food supply chain, leaving Member States room to define the national contractual framework consistently with Union law. In the Italian system, therefore, the exclusion of member conferment from the regime governing sales of agricultural and food products does not create a gap in protection, but shifts the basis of scrutiny from unfair trading practices law to cooperative law, the articles of association, internal regulations, corporate resolutions and mutualistic governance.

practices. The member's conferment to the cooperative, by contrast, remains outside that framework and must be assessed through the rules specific to the corporate and mutualistic relationship. This exclusion does not create a gap in protection, but rather shifts the basis of legal scrutiny: in the case of sale, control is grounded in the contract and in the special rules governing the supply chain; in the cooperative, it is grounded in the articles of association, the internal regulations, the resolutions of the corporate bodies and the principles of proper mutualistic governance.

The patronage refund, or *ristorno*, must also be distinguished, at least from a technical-legal standpoint, from the settlement of the conferred product. In agricultural conferment cooperatives, and particularly in cooperative wineries, the distinction is not always immediately apparent in practice, because the attribution to the member of additional value at the end of the financial year may appear to be a mere supplement to the price of the grapes. It is therefore necessary to examine the model adopted by the cooperative. Where the conferment is assigned a base price and, at the end of the business cycle, a share of the mutualistic surplus is distributed among members in proportion to the quantity and quality of the products conferred, the *ristorno* performs the function of supplementing the value already recognised. Where, instead, the articles of association or the conferment regulations provide that the product is to be valued only at year-end, after the verification of revenues, costs and the performance of the business, the amounts paid to the member do not necessarily constitute a *ristorno* in the strict sense, but may represent advances, balances or adjustments of the final conferment value. To confuse settlement of the product, advances, balances, adjustments and *ristorno* is to superimpose legally distinct categories, with consequences for the content of the member's claim, the moment at which it becomes enforceable, its accounting representation and the remedies available in the event of a dispute[7].

The issue, therefore, is not whether grapes must always have a fixed price, nor whether a generalised judicial review of the economic convenience of the transaction should be introduced. The law does not replace the market. It does, however, require that a variable price should not turn into an arbitrary determination; that quality should not be invoked as a generic formula to reduce the price or settlement value; that any downgrading should be technically justified and supported by documentation; and that cooperative settlement should remain verifiable by the member.

2. Determinable Price, Valuation Method and Limits on the Winery's Unilateral Power

[7] Mosconi, *I rapporti economico finanziari fra cooperative agricole di conferimento e soci*, Cooperative e dintorni, No. 48/2022, pp. 1 ff., especially pp. 2–4, where the author distinguishes between the valuation of the conferred product at the close of the financial year, the base price, advances on the final price and the *ristorno* in agricultural conferment cooperatives. In comparative terms, French cooperative law confirms the same conceptual distinction. Article L.524-2-1 of the *Code rural et de la pêche maritime* provides for the distribution of *ristournes* among cooperative members in proportion to the transactions carried out with the cooperative or union and according to the methods laid down in the articles of association. This confirms that the *ristourne* is not identical to the initial valuation of the product conferred, but is a separate cooperative mechanism for allocating mutualistic surplus according to members' dealings with the cooperative. From an economic and financial perspective, the analysis by the Centro Studi Management DiVino of Studio Impresa, referred to by Vinitaly, shows that in wine cooperatives the remuneration of contributing members is a central feature of the model, even at the cost of lower margins compared with private wineries. Based on a sample of 852 wine companies with revenues exceeding EUR 1 million, including 274 cooperatives, the cooperatives generated 38.1% of the sample's revenues and recorded an average EBITDA of 5.4%, compared with 12.8% for private wineries. See Vinitaly, *Le coop del vino ai 'raggi x': l'analisi di Luca Castagnetti 'Management DiVino by Studio Impresa'*, 23 May 2023.

In contracts for the sale of grapes, the absence of a numerical price at the time of conclusion of the contract does not, in itself, render the economic clause invalid. Subsequent determination is admissible where the contract contains a criterion capable of making the price ascertainable without requiring a further expression of will by the parties and without granting the winery a power of quantification that has not been previously delimited[8].

The distinction between a price that has not yet been quantified and an indeterminate price therefore remains decisive. In the former case, the contract does not state the final amount, but contains the method for identifying it, by reference to objective parameters, technical data, price lists, quality categories or already regulated mechanisms for advances and balances. In the latter case, by contrast, the contractual arrangement is confined to formulas devoid of real determinative content, because it does not make it possible to identify the source of the parameter, the moment of its ascertainment, the method of verification or the resulting economic effect.

The difference is not merely a matter of drafting. A clause that allows the price to be determined through a calculation, a technical datum or an identifiable external parameter preserves its contractual function, even where the amount is fixed at a later stage. A clause that refers to an undelimited assessment by the buyer, by contrast, does not regulate the price; it shifts to the performance stage what should have been governed before delivery.

From a civil-law perspective, the inquiry must be conducted according to a conservative approach. The deficiency of the price clause does not automatically entail the invalidity of the entire relationship. It is first necessary to verify whether the price can be determined by objective means. These may include statutory criteria, trade usages, price lists, market values or other elements compatible with the arrangement intended by the parties. Article 1474 of the Italian Civil Code, in the field of sale, allows the price, in certain cases, to be derived from external parameters, such as the price normally charged by the seller or the price lists and official market price bulletins (*mercuriali*) relating to the place and time of delivery[9]. Only where such an operation is not possible, and the price remains devoid of any criterion of determination, does nullity for indeterminacy of the subject matter arise, pursuant to Article 1418(2) of the Italian Civil Code, read in conjunction with Article 1346 of the same Code[10].

In the wine sector, however, recourse to statutory default criteria cannot become the ordinary remedy for contractual vagueness. The value of grapes depends on qualitative, territorial and documentary elements that are too specific to be entrusted to general formulas. For this reason, the economic clause must be constructed as a procedural clause: it is not sufficient to refer to the quality of the product or to market trends[11]; it is necessary to indicate which data affect

[8] On the requirement that the subject matter of the contract be determined or determinable, and on the mechanism of *arbitraggio* — third-party determination of the performance — see Roppo, *Il contratto*, in Iudica and Zatti (eds.), *Trattato di diritto privato*, Milan, 2001, pp. 339 ff. and 345 ff.; Bianca, *Diritto civile*, Vol. III, *Il contratto*, Milan, 2000, pp. 320 ff.

[9] The Italian term *mercuriali* refers to periodic official market price bulletins, traditionally issued or collected by the Chambers of Commerce, concerning agricultural commodities and other traded goods in a given place and period. In Article 1474 of the Italian Civil Code, reference to price lists and *mercuriali* operates as a statutory criterion for determining the price where the parties have not fixed it expressly but the contract concerns goods having a market price.

[10] On the nullity of a price clause left to the unilateral discretion of one of the parties as a case of nullity for indeterminacy of the subject matter, see Bianca, *Il contratto*, cit.; Roppo, *Il contratto*, cit.; cf. Articles 1346 and 1418(2) of the Italian Civil Code.

[11] Avoni, L*a cessione di uva alla luce del Decreto Legislativo n. 198/2021 e delle sue successive integrazioni*, Consulenza Agricola, No. 8–9/2024, pp. 20 ff., especially pp. 20–22, where the author discusses the essential elements of contracts for the sale of grapes, the possibility of determining the price at a later stage on the basis of objective

quantification, according to which method they are to be ascertained, and how they affect the final price[12].

This approach is confirmed by the rules governing contracts for the sale of agricultural and food products. Legislative Decree No. 198 of 8 November 2021 does not impose a fixed or immediately numerical price, but requires the price to be either stated or determinable on the basis of criteria laid down in the contract[13]. From this perspective, written form does not perform a merely evidentiary function. It operates, rather, as a form serving the determination of the essential content of the relationship, since the contract must make the essential elements of the transaction knowable before delivery, including the process by which the price is formed[14].

In continuing or periodic relationships, this requirement may also be satisfied by means of a framework agreement, subsequently implemented through orders, transport documents, delivery notes, invoices or settlement statements. These documents, however, may supplement the performance of an arrangement already formed; they cannot create the valuation criterion *ex post*[15]. If the producer delivers the grapes without knowing the parameter that will be applied, the subsequent documentation risks recording a decision of the buyer, rather than the application of a rule previously agreed between the parties.

The moment at which the price becomes definitive also affects the enforceability of the claim. If the price is fixed at the time of delivery, the payment period runs from that moment. If, by contrast, the price is to be determined subsequently, the contract must make it possible to identify the act or event that closes the settlement process. This may consist of weighing, classification, the analytical report, communication of the settlement statement, publication of the applicable price list or approval of the final settlement. The absence of such a concluding moment generates uncertainty not only as to the *quantum*, but also as to the time of performance.

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criteria, and the use, in continuing relationships, of framework agreements supplemented by equivalent documents.

[12] The same structure is reflected in non-binding instruments of European and transnational contract law. Article II.–9:105 DCFR provides that, where the price or any other contractual term is to be determined by one party and that party's determination is grossly unreasonable, a reasonable price or term is substituted. Article II.–9:106 DCFR addresses determination by a third person and provides for judicial replacement of the third person where he or she cannot or will not determine the term, unless this is inconsistent with the contract; where the third person's determination is grossly unreasonable, a reasonable price or term is substituted. Similarly, Article 5.1.7 of the UNIDROIT Principles of International Commercial Contracts provides that, where the price is to be determined by one party and that determination is manifestly unreasonable, a reasonable price shall be substituted. These instruments are not binding sources of Italian law, but they confirm a broader convergence: a price that is determinable through a criterion is admissible, whereas a price left to uncontrolled unilateral discretion remains subject to legal review. See Von Bar and Clive (eds.), *Principles, Definitions and Model Rules of European Private Law. Draft Common Frame of Reference (DCFR)*, Munich, 2009, Arts. II.–9:105 and II.–9:106; UNIDROIT, *Principles of International Commercial Contracts*, 2016, Art. 5.1.7

[13] Article 3(2) of Legislative Decree No. 198 of 8 November 2021. Pursuant to Article 1(4) of the same Decree, the provisions laid down in Articles 3, 4, 5 and 7 constitute mandatory rules and prevail over any conflicting sector-specific provisions.

[14] Lucifero, *Il contratto di cessione dei prodotti agricoli e alimentari nella disciplina del mercato e della concorrenza*, Milan, 2023, Ch. III, *Il contratto di cessione dei prodotti agricoli e alimentari nella filiera agroalimentare*, pp. 134 ff. and 185 ff., where the author distinguishes between "form as a requirement of the transaction" (*forma-negoziale*) and "form as content" (*forma-contenuto*), and characterises Article 3 of Italian Legislative Decree No. 198/2021 as imposing a mandatory shaping of contracts for the sale of agricultural and food products, not limited to written form but extending to the essential elements of the contractual arrangement.

[15] From an operational standpoint, it should be noted that a generic reference to a "price to be determined" is not sufficient. The contract must identify the objective criterion by which the consideration is to be formed, for example by referring to quotations, price lists or parameters defined by reference to time and territory.

Particular attention must be paid to references to external parameters. Price lists, commodity exchanges, Chamber of Commerce schedules, average values, ISMEA data or other indices can make the price determinable only if the reference is precise. The external parameter is adequate where it makes it possible to identify the applicable value without any subsequent choice by the interested party. If, by contrast, the contract refers generically to the market, the campaign average or the value recognised by the winery, without specifying the source and method of calculation, the reference does not amount to determination *per relationem*, but leaves room for discretion.

The case of a parameter internal to the buyer's organisation is even more delicate. The winery may use its own price lists, quality tables or classification criteria, but such elements must be knowable before delivery and applied consistently[16]. Their subsequent modification, especially where it affects price, quality, payment terms or classification methods, is no longer a mere interpretative issue; it may amount to a breach of the prohibition on unilateral amendments to contractual terms[17].

A further distinction must then be drawn between reference to an objective parameter and determination entrusted to a third party. Article 1349 of the Italian Civil Code governs third-party determination, or *arbitraggio*, which arises where the parties entrust a person other than themselves with the task of determining the performance according to equitable assessment or, within the limits permitted, pure discretion[18].

Determination *per relationem* is different: in that case, the contract refers to an external source that is already identified or identifiable. In the former case, judicial control concerns the manner in which the third party performs the task and, where necessary, judicial substitution; in the latter, it concerns the sufficient precision of the parameter referred to.

In wine-sector contracts, this distinction assumes particular relevance in the qualitative assessment of grapes. The verification carried out by a technician, a laboratory, an oenologist or the winery itself may constitute a technical assessment where it applies physico-chemical, documentary or product-specification parameters already provided for in the contract. It assumes a properly determinative function, by contrast, where it is based on an assessment not constrained by prior criteria, with the consequent need to scrutinise the power attributed to the assessor.

In cooperative conferment, the same requirement assumes a different form. The value of the conferred product may be settled ex post, because the cooperative must take into account processing

[16] A comparable functional structure may be found in German law in the rules on *Leistungsbestimmung* under §§ 315–319 BGB. Section 315 BGB allows the performance to be determined by one of the contracting parties, but, in case of doubt, requires that such determination be made according to equitable discretion (*billiges Ermessen*); where the determination is not equitable, it is not binding and may be replaced by judicial determination. Section 317 BGB extends a similar logic to determination entrusted to a third party, while § 319 BGB provides for the non-binding effect, and possible judicial substitution, of a third-party determination that is manifestly inequitable. The German model is not identical to Article 1349 of the Italian Civil Code, but it confirms, in comparative terms, that a contractual mechanism of price or performance determination is acceptable only where the determinative power is legally delimited and subject to review. The court is not called upon to set the economically "best" price, but to verify whether the determination remains within the boundaries of the contractual and statutory standard governing that power. See §§ 315, 317 and 319 BGB.

[17] Article 4(1)(c) of Legislative Decree No. 198/2021.

[18] The Italian term *arbitraggio* (Article 1349 of the Italian Civil Code) must not be confused with arbitration (*arbitrato*) as a dispute-resolution mechanism. It designates the power conferred by the parties upon a third person (*arbitratore*) to determine a contractual term, typically the price or another element of performance. The closest functional analogue in English law is "valuation by a third party". See *Sudbrook Trading Estate Ltd v Eggleton* [1983] 1 AC 444 (HL), where the House of Lords held that a contractual mechanism for fixing the price by valuers did not make the agreement unenforceable merely because one party refused to appoint its valuer; although the two institutions differ in their theoretical foundations and in the scope of judicial substitution.

costs, the performance of the business, commercial results and internal mutualistic rules. Here too, however, determinability coincides with the knowability of the process. The member must be able to identify the source of the criteria applied — the articles of association, conferment regulations, corporate resolution, settlement statement or classification in the delivery note — and verify whether those criteria have been applied consistently and without discrimination.

The scrutiny, therefore, does not concern the price as such, but the pathway through which it is formed. The court is not called upon to substitute its own economic assessment for that of the market, the winery or the cooperative. It must verify whether the value attributed to the grapes derives from a criterion that is prior, knowable, documented and correctly applied.

3. Grape Quality as a Pricing Criterion, Classification Fact and Limit on Refusal to Take Delivery

In wine-sector relationships, grape quality is not merely a technical parameter for assessing the product, but one of the criteria through which the economic balance of the exchange is constructed. It affects the value recognised to the producer, the commercial classification of the product, its oenological destination and, in the most serious cases, the buyer's very ability to refuse to take delivery. For this reason, it is not sufficient to state that the grapes are conforming or non-conforming, better or worse than expected. It is necessary to establish which qualitative parameter is legally relevant and which effect is attached to its ascertainment by the contract, by the regulations or by a documented practice.

The first point to be clarified is that quality does not necessarily coincide with non-performance by the producer. In wine-sector relationships, before operating as a measure of conformity of performance, it may operate as a criterion for the economic valorisation of the product. Where the grapes display characteristics superior to ordinary standards, or are suitable for a more remunerative oenological destination, quality may justify an increase in price. Such a premium, however, becomes legally enforceable only if the technical requirement on which it is based has been translated into a contractual or regulatory rule, with an indication of the method of verification and of the consequent economic effect. Failing this, the higher value remains entrusted to the commercial choice of the buyer or cooperative, and does not become an enforceable right of the producer.

Quality may also operate as a criterion for reducing the price or settlement value. This occurs where the product, although taken delivery of and usable, displays characteristics inferior to those on which its economic valorisation was based. In such a case, the reduction is not necessarily punitive in nature: it may simply place the grapes in a different value band. Precisely for this reason, a price reduction is legitimate only if the contract or conferment regulations establish which qualitative deviations affect settlement and according to which criterion. If, by contrast, the winery invokes a generic lower quality without indicating the parameter applied and the technical path followed, the reduction may be challenged as improper performance of the payment obligation or as a deduction lacking legal basis.

Downgrading is different. It is not exhausted by an arithmetical reduction in price, but affects the classification of the product. Where grapes are settled as belonging to a lower category than expected, it is necessary to reconstruct the technical basis of the different classification and to verify whether that basis is grounded in the contract, in the delivery documentation, in the criteria previously made known to the producer or, where relevant, in the applicable product specification. A different classification is legitimate only if it makes it possible to understand which requirement was lacking and why that absence affected the economic destination of the product. Otherwise, downgrading risks becoming an instrument for the unilateral reduction of the price.

The relationship between quality and product specifications deserves particular attention. Where the value of the grapes depends on the possibility of claiming a designation, the different classification of the product cannot be explained by generic commercial formulas[19]. It must be linked to the technical or documentary requirement that prevented that destination. Only in this way is it possible to distinguish an actual qualitative defect in the grapes from a traceability problem, an organisational choice by the winery or a subsequent allocation of the product to a less remunerative line.

Quality-based penalties follow a different logic again. Not every economic reduction linked to grape quality constitutes a penalty clause. A penalty exists where the reduction does not depend on the different valorisation of the product, but on the breach of an obligation incumbent on the producer. In that case, the deduction performs a punitive or liquidated-damages function and must have a specific contractual basis. It follows that the rules governing penalty clauses apply, including the possibility of challenging the factual basis of the penalty, the imputability of the breach and, where permitted, its manifest excessiveness.

The distinction between a quality-based reduction and a penalty is essential at the remedial level. If the economic variation belongs to the price-determination process, the dispute concerns the correct application of the qualitative parameter. If, instead, the deduction performs a punitive function, the dispute shifts to non-performance, its imputability and the proportionality between the contractual sanction and the buyer's interest. To superimpose these two levels is to render the legal characterisation of the claim uncertain and to weaken the proof of the facts constituting the asserted right.

Refusal to take delivery represents the most serious case and must remain confined to situations in which the non-conformity materially affects the usability of the product or the agreed destination. Not every qualitative deviation entitles the winery to refuse the grapes. Some deviations affect the price, others the classification, and others may support a penalty; refusal, by contrast, presupposes a radical unsuitability in relation to the agreed minimum requirements or to the economic function of the relationship. A winery that refuses the product must therefore prove an essential non-conformity. That non-conformity must make taking delivery contrary to the contract or render the product unusable for the agreed destination. Failing this, refusal to take delivery constitutes non-performance by the buyer, with particularly significant damages consequences given the seasonal and perishable nature of grapes.

Evidence plays a decisive role in this area. The producer who invokes a premium or challenges a downgrading must prove the technical parameter on which the claim is based; the winery that reduces the price, applies a deduction, changes the classification or refuses to take

[19] At EU level, the link between product quality, origin and designation is framed by Regulation (EU) 2024/1143, which governs geographical indications for wines, spirit drinks and agricultural products. Article 26 protects geographical indications against conduct capable of affecting the protected name or misleading consumers as to the provenance, origin, nature or essential qualities of the product. In this sense, the EU regime confirms that protected designations are not merely commercial labels, but legal categories linked to objectively verifiable product characteristics and documentary requirements. See Zappalaglio and Bosse, *Restore Balance to European Geographical Indications Protection: Evoking the British Law on Extended Passing Off*, IIC, 57, 2026, pp. 296–326, especially pp. 298–301 https://doi.org/10.1007/s40319-026-01694-w .

delivery must make the reason for its decision verifiable. Delivery documentation thus becomes the point of connection between the agricultural fact and the legal fact. It does not perform a merely administrative function, but makes it possible to render the quality of the product opposable and reviewable during performance and, if necessary, in court.

In cooperative conferment, quality operates through partly different instruments, but with an analogous requirement of transparency[20]. It affects the internal classification of the product, the settlement band, the possible recognition of increases and the equal treatment of member-contributors. Where the regulations proceduralise conferment through calendars, authorisations, delivery notes, inspections[21] and complaint mechanisms, quality is relevant not only as an economic parameter, but also as a criterion of mutualistic fairness. Members who confer homogeneous products cannot be settled according to different criteria unless the difference is based on general, prior and documentable rules.

The critical issue in practice, therefore, does not lie in the fact that quality affects the price or settlement value, which is physiological in the wine supply chain. It lies in the risk that quality may be used as an indeterminate category capable of justifying any reduction in value without a previously defined technical method and without documentation capable of making the decision of the winery or cooperative reviewable.

4. Contractual Imbalance, Unfair Trading Practices and Production Costs

In the sale of grapes, contractual imbalance becomes legally relevant when it affects price formation or alters its application during performance. Mere economic asymmetry between the grape grower and the winery is not sufficient, since such asymmetry is physiological in many supply-chain relationships. The problem arises when the buyer's greater organisational or commercial strength is used to modify the valuation criterion, defer payment, introduce deductions not agreed upon, transfer to the producer risks unrelated to his or her performance, or compress the value of the product through criteria that cannot be verified[22].

The rules on unfair trading practices must be understood in this perspective. Legislative Decree No. 198/2021 does not establish what the price of grapes must be, nor does it allow a general review of the economic convenience of the exchange. Its function is different: to safeguard the fairness of the relationship, preventing the price from being constructed or modified through

[20] From a different perspective, on the criminal-law relevance of the quality and genuineness of wine products at the marketing stage, see Italian Court of Cassation, Criminal Division V, 16 January 2024, filed on 4 April 2024, No. 13767, according to which Article 516 of the Italian Criminal Code and the special legislation on wines, applicable *ratione temporis*, stand in a relationship of reciprocal speciality: the special legislation concerns the stage of winemaking or manipulation of the product, whereas Article 516 of the Criminal Code concerns the subsequent marketing of wine that is not genuine or is presented as a premium-quality product.

[21] On the strengthening of the sanctioning and control system in the agri-food supply chain, with particular reference to food fraud, PDO/PGI schemes, traceability and official controls, see Senatore, *La riforma del sistema sanzionatorio e dei controlli sulla filiera alimentare*, Consulenza Agricola, No. 4/2026, pp. 307 ff.

[22] Lucifero, cit., pp. 138 ff. and 143 ff., where the author observes that the structural weakness of the agricultural party manifests itself above all in price formation and in the allocation of value along the supply chain, and that reference to production costs constitutes a relevant parameter of control, while also presenting practical difficulties in agricultural markets characterised by volatility, seasonality, perishability and structural differences between undertakings.

opaque, unilaterally variable or excessively burdensome conditions for the supplier. The scrutiny therefore does not concern the economic merits of the transaction, but the manner in which the price is agreed, applied and paid[23].

An unfair practice arises, in particular, where the buyer alters ex post the economic arrangement already defined between the parties. This occurs where the settlement parameter is replaced after delivery, where the quality criteria are modified during the relationship, where deductions not provided for are applied, or where the price reduction depends on rules made knowable only subsequently. In such cases, the issue is no longer merely the determinacy of the price, but the breach of the contractual criterion that should have governed its formation.

The deferral of payment has similar relevance. Grapes are a seasonal and perishable product; delay does not merely cause financial prejudice, but affects the economic balance of the harvest campaign. Where the price is parametric or intended to be settled subsequently, the contract must make it possible to identify the moment at which the price becomes definitive and payable. Deferred price determination cannot turn into an indefinite suspension of the payment obligation. For grapes and musts intended for wine production, any derogations from the ordinary payment terms remain admissible only within the limits and under the conditions provided for by the special rules[24].

Imbalance may also emerge through an improper allocation of risk. The producer is liable for the conformity of his or her performance, for the promised quality, for compliance with cultivation obligations and for the agreed delivery methods. The producer cannot, however, be required to bear economic consequences belonging to the buyer's sphere, such as unsold stock, organisational inefficiencies of the winery, subsequent commercial losses or costs not inherent in the sale of the product. A clause transferring such risks to the grape grower alters the economic function of the contract and may qualify as an excessively burdensome condition.

The reference to production costs strengthens this control, but must not be interpreted as introducing a statutory price for grapes. Production cost does not automatically replace the agreed price, nor does it assign to the court the task of ensuring the profitability of the transaction[25]. It

[23] This approach is consistent with Directive (EU) 2019/633 on unfair trading practices in business-to-business relationships in the agricultural and food supply chain. The Directive does not impose a statutory price for agricultural products, nor does it establish a general mechanism for reviewing the economic adequacy of the agreed consideration. Rather, it targets specific practices capable of distorting the contractual relationship in a context of bargaining power imbalances, including late payments for perishable products, unilateral changes by the buyer and the refusal to confirm in writing the terms of a supply agreement when requested by the supplier. It therefore operates primarily as an instrument of transparency, fairness and enforcement in vertical supply-chain relationships. See Daskalova, *The New Directive on Unfair Trading Practices in Food and EU Competition Law: Complementary or Divergent Normative Frameworks?*, Journal of European Competition Law & Practice, Vol. 10, No. 5, 2019, pp. 281–296, especially pp. 281–286 and 289–290 https://doi.org/10.1093/jeclap/lpz032.

[24] See Article 4(1)(a) and (b) of Legislative Decree No. 198/2021, which sets out the ordinary payment terms for agricultural and food products, distinguishing between perishable and non-perishable products and between periodic and non-periodic deliveries. For grapes and musts intended for wine production, see Article 4(3)(c) of the same Decree, which allows derogations from those payment terms only where two cumulative conditions are met: first, the specific payment terms must have been included, before 1 January 2019, in binding standard contracts within the meaning of Article 164 of Regulation (EU) No. 1308/2013 and renewed from that date without substantial amendments detrimental to suppliers of grapes or must; secondly, the contracts between suppliers of grapes or must intended for wine production and their direct buyers must be multiannual or become multiannual.

[25] The Spanish model adopts a more interventionist approach. Ley 12/2013, as amended by Ley 16/2021, seeks to prevent the destruction of value in the food chain and requires each operator to pay the immediately preceding operator a price equal to or higher than the effective production cost incurred or assumed by that operator. This solution is more rigid than the Italian model, where production costs operate primarily as parameters for assessing contractual fairness and unfair trading practices, rather than as a general statutory substitute for the agreed price. On the Spanish model, see

operates, rather, as a parameter for assessing the fairness of the relationship where the price is imposed by the buyer or derives from a structurally imbalanced contractual condition[26]. The amendments introduced by Article 4 of Decree-Law No. 63 of 15 May 2024, converted, with amendments, by Law No. 101 of 12 July 2024, inserted into Legislative Decree No. 198/2021 the definitions of "average production cost" and "production cost" and strengthened the relevance of costs in the assessment of contractual conditions, without transforming them into an inderogable statutory price[27].

A concrete assessment therefore remains necessary. The average cost recorded by ISMEA may constitute a benchmark, but it does not exhaust the inquiry, since the actual cost of grape production depends on the characteristics of the undertaking, the vineyard, the production method and the harvest campaign. The average figure may guide the assessment; the documented farm-level cost may become relevant where it shows that the standard parameter does not adequately represent the specific productive organisation[28].

Below-cost selling is a distinct situation from a merely non-remunerative price. Article 7 of Legislative Decree No. 198/2021 regulates below-cost selling of fresh and perishable agricultural and food products, allowing it only in limited cases and providing, in the event of infringement, mechanisms for replacing the unlawfully applied price. In this context, the legislature does not merely sanction the unfair conduct, but directly affects the economic arrangement of the relationship, precisely because below-cost selling may become an instrument of pressure on the supplier and of distortion of the proper distribution of value within the supply chain[29].

Abuse of economic dependence retains a further function and, in relation to the special regime on unfair trading practices, a generally residual one. Not every low price, payment delay or unfavourable clause amounts to abuse under Article 9 of Law No. 192/1998. It is necessary that the producer be, *vis-à-vis* the purchasing winery, in a position of economic dependence that can be concretely assessed, also in light of the real possibility of finding satisfactory alternatives on the market. From this perspective, symptomatic indicators may include the perishability of the grapes, the proximity of the harvest, the absence of alternative channels for conferment or sale, the

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Cazorla González, *Unfair commercial practices in the food supply chain,* Przegląd Prawa Rolnego, No. 2(31), 2022, pp. 179–207, especially pp. 182–188, DOI: 10.14746/ppr.2022.31.2.9. For a policy-oriented assessment of the practical operation of the Spanish Food Chain Law, including enforcement by AICA and the continuing evidentiary difficulties in proving destruction of value, see Walters and Worsdell, *Has the Spanish Food Chain Law improved fairness for producers and what issues remain?*, IEEP UK, 30 April 2026.

[26] French law follows an intermediate model. Article L.631-24 of the C*ode rural et de la pêche maritime* requires agricultural sales contracts and framework agreements to refer, for the determination or revision of the price, to indicators relating to relevant production costs, market prices and elements such as quantity, quality, origin, traceability and compliance with product specifications. This confirms the role of production costs as part of a structured price-formation method, without necessarily converting them into a single mandatory price.

[27] The German implementation of Directive (EU) 2019/633 follows a model closer to the Italian than to the Spanish approach. The *Agrarorganisationen-und-Lieferketten-Gesetz* (AgrarOLkG), which entered into force in 2021, prohibits a set of unfair trading practices in agricultural and food supply chains, including late payments and unilateral changes to essential contractual terms, and establishes an administrative enforcement framework. It does not, however, introduce a general statutory price for agricultural products or a rule requiring the agreed price to be replaced by production costs. In this respect, the German model confirms that production costs and bargaining-power imbalances may be relevant to the control of unfair trading practices without necessarily becoming a mandatory price-substitution mechanism. See *Gesetz zur Stärkung der Organisationen und Lieferketten im Agrarbereich* (AgrarOLkG), §§ 10 ff.; Deutscher Bundestag, Drucksache 20/9570, 23 November 2023, p. 5.

[28]Avoni, cit., pp. 22–23, on the definitions of "average production cost" and "production cost", as well as on the practical difficulties connected with farm size, geographical location and production model.

[29]Article 7 of Legislative Decree No. 198/2021.

existence of specific investments required by the winery, the continuity of the commercial relationship and the possible difficulty of reallocating the product promptly to other operators. Only where that situation is exploited by the buyer in order to impose unjustifiably burdensome conditions, non-agreed amendments, arbitrary price reductions, deductions without legal basis or payment methods incompatible with the balance of the relationship may ordinary contractual asymmetry acquire relevance as abuse of economic dependence[30].

In cooperative conferment, finally, imbalance assumes a different configuration. It does not operate as an unfair trading practice in a sale to a third party, but as a possible deviation from the mutualistic function. Scrutiny is grounded in the articles of association, the conferment regulations, corporate resolutions, information duties and equal treatment among members. Here too, the issue is not to review ex post the economic convenience of the settlement, but to verify whether the member has been subjected to opaque, discriminatory criteria or criteria inconsistent with the rules governing the cooperative organisation.

5. Civil-Law Remedies and Reconstruction of the Relationship

The producer's remedy cannot be identified by starting solely from the fact that the grapes were paid for or settled at an amount lower than expected. In wine-sector relationships, the lower value recognised to the product may depend on legally different causes: an insufficient price clause, the incorrect application of the agreed criterion, a deduction lacking legal basis, an unjustified downgrading, an improperly applied penalty or an unlawful refusal to take delivery. The choice of remedy therefore presupposes a proper classification of the specific defect affecting the relationship. The facts constituting the claim, the burden of proof and the content of the available remedy all depend on that classification.

Where the contract does not state a fixed price and does not contain criteria capable of making it determinable, the problem affects the very structure of the monetary obligation. Nullity, however, is not an automatic consequence. It is first necessary to verify whether the price can be reconstructed through statutory criteria, trade usages, price lists, normally applied values or other objective parameters compatible with the contractual arrangement. Only where such reconstruction is also impossible, and the price remains devoid of any reconstructive criterion, does nullity for indeterminacy of the subject matter arise, pursuant to Articles 1346 and 1418(2) of the Italian Civil Code.

A different situation arises where the price criterion exists but has been applied in a manner inconsistent with the contract. In that case, the producer does not challenge the validity of the

[30] The same need to contain contractual power may arise, in broader terms, where the economically stronger party seeks to condition not only the price, but also the subsequent economic destination of the harvest, by imposing on the producer marketing restrictions not justified by the legal function of the relationship. Cf. Italian Court of Cassation, 9 April 2024, No. 9429, on Community plant variety rights and contractual limits on the marketing of harvested material. Referring to Court of Justice of the European Union, 19 December 2019, Case C-176/18, *Club de Variedades Vegetales Protegidas v Martínez Sanchís (Nadorcott)*, the Court held that, once the use of variety constituents has been authorised, the holder of the plant variety right cannot retain a power of disposal over fruits that are not capable of constituting propagating material of the variety, with the result that clauses imposing unjustified restrictions on the producer's subsequent marketing of the harvest are incompatible with that regime. On this point, see Scotti, *Privativa per varietà vegetali e limiti contrattuali alla commercializzazione dei prodotti*, IUS Societario, 19 April 2024; Roveda, *Per i giudici il produttore è libero di scegliere i canali distributivi*, Guida al Diritto, 8 June 2024, No. 22, pp. 48–54.

economic clause, but its performance. The ordinary remedy is an action for performance, aimed at obtaining payment of the differential amount due. The claim must reconstruct the agreed parameter, the relevant technical datum, the calculation or classification error and the amount that would have resulted from a correct application of the contractual rules. From this perspective, proof cannot disregard delivery documentation, analyses, settlement statements, the price lists applied and the communications through which the winery justified the valuation of the product.

Deductions not agreed upon raise a further issue. They do not necessarily concern the determination of the value of the grapes, but the reduction of the amount payable through the charging of costs, penalties or adjustments that must have an autonomous legal basis. The buyer cannot merely refer to the outcome of the harvest campaign, the quality of the product or generic management needs. It must indicate the contractual source of the deduction, the condition allowing its application and the criterion followed to quantify it. Failing this, the producer may claim payment of the amount improperly deducted or restitution of the amount unlawfully withheld.

Downgrading, by contrast, requires an assessment centred on the classification of the product. It is not sufficient to assert or complain that the settled price was lower than expected; it is necessary to challenge the technical basis of the different classification. The court must therefore verify whether sugar content, sanitary condition, compliance with the product specification, suitability for the designation or other relevant elements actually justified the economic class applied by the winery. If the downgrading proves unfounded, the remedy consists in the ascertainment of the correct classification and an order requiring payment of the higher amount due.

Quality-based penalties follow a different logic. Where the economic reduction does not represent the mere placement of the grapes in a lower value band, but the punitive consequence of non-performance by the producer, the rules governing penalty clauses apply. In that case, the producer may challenge the existence of the breach, the attribution of the non-conformity to his or her own conduct, proof of the technical condition relied upon and, where the relevant requirements are met, the manifest excessiveness of the penalty under Article 1384 of the Italian Civil Code. The distinction is essential, because a price variation belongs to the process of product valuation, whereas a penalty presupposes legally attributable non-performance.

Failure to take delivery represents the most serious defect. Here, the dispute does not concern only the amount payable, but the loss of the possibility of placing a seasonal and perishable product on the market. The producer must allege the existence of the obligation to take delivery, the placing of the grapes at the buyer’s disposal, the essential conformity of the product with the agreed requirements and the damage resulting from the refusal. In order to avoid liability, the buyer must prove a non-conformity such as to render the product unusable for the contractual destination or radically inconsistent with the agreed minimum requirements. Failing this, the refusal constitutes non-performance and may support, according to the producer’s concrete interest, a claim for performance, termination or damages.

The quantification of damage must also remain aligned with the defect alleged. In underpayment cases, what matters is the difference between the amount settled and the amount due; in cases of unlawful deductions, the amount improperly deducted; in downgrading cases, the difference between the class applied and the correct class; in cases of failure to take delivery, the loss may extend to the value of the product not placed on the market, the costs incurred to preserve or reallocate it and the loss of alternative sales opportunities. Proof must be built on verifiable data, not on generic assessments: commercial documentation, market values, costs incurred, comparable contracts and, where necessary, technical assessments.

The rules on unfair trading practices are grafted onto these remedies without replacing them. A breach of Legislative Decree No. 198/2021 may affect the validity of the clause, the lawfulness of the buyer's conduct and the reconstruction of the relationship, but it does not absorb the producer's civil action[31]. The administrative sanction and any finding by ICQRF[32] may strengthen the proof of the unfairness of the conduct; it remains necessary, however, to identify the civil-law remedy consistent with the defect alleged: payment, restitution, damages, partial nullity or supplementary completion of the contract[33].

Where a clause allowing unilateral modification of the price, the application of unjustified deductions or the transfer of risks belonging to the buyer falls away, the court is not called upon to determine a fair price autonomously. Rather, it must eliminate the unlawful clause and preserve, as far as possible, the valid core of the transaction. From this perspective, partial nullity, the automatic substitution of mandatory statutory terms and supplementary completion of the contract become relevant. The function of the remedy is not to rewrite the transaction, but to prevent the price from being formed or reduced through a prohibited, opaque or unilaterally modifiable criterion.

In cooperative conferment, the remedial framework assumes a different configuration, because the member does not act as an external seller, but within a corporate and mutualistic relationship[34]. The challenge may concern the conferment regulations, the resolution establishing the settlement criteria, the individual settlement statement, the classification of the product, unequal treatment, failure to provide information or the incorrect legal characterisation of the amounts paid. The remedy depends on the nature of the defect: challenge to the resolution, request for

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[31] The coexistence of administrative enforcement and private-law remedies is not peculiar to Italian law. At EU level, Directive (EU) 2019/633 requires Member States to designate enforcement authorities empowered to receive complaints, conduct investigations and impose effective, proportionate and dissuasive measures or penalties. National systems may nevertheless combine this public enforcement model with civil-law remedies, contractual actions or alternative dispute-resolution mechanisms. In French law, for instance, disputes concerning agricultural sales contracts and framework agreements may also be channelled through specific mediation mechanisms in the agricultural supply chain. These comparative references confirm that enforcement against unfair trading practices does not replace the civil reconstruction of the individual contractual relationship, but operates alongside it.

[32] Confagricoltura Padova, *Commercializzazione di uva e vino: Controlli ICQRF sull'applicazione delle norme in materia di pratiche sleali (D.Lgs 198/2021)*, 20 February 2026. The note reports that, in 2025, the Central Inspectorate for Quality Protection and Fraud Repression of Agri-food Products (*Ispettorato centrale della tutela della qualità e repressione frodi dei prodotti agro-alimentari*, ICQRF) strengthened its control activity in the wine sector: out of 3,536 inspections concerning unfair trading practices, 443 concerned the wine sector, with an infringement rate of 17%. The most recurrent issues concerned failure to conclude a written contract, non-compliance with payment terms and the absence of force majeure clauses.

[33] The expression "supplementary completion of the contract" is used here to refer to the Italian civil-law concept of *integrazione del contratto*. Under Article 1374 of the Italian Civil Code, the contract binds the parties not only to what is expressly provided for therein, but also to all consequences deriving from the law, usages or equity according to the nature of the contract. This is a gap-filling and mandatory-adjustment mechanism, and should not be confused with the common-law notion of contractual integration or merger clauses.

[34] A comparable point may be drawn from German cooperative law. Under § 1 of the German Genossenschaftsgesetz (GenG), the cooperative is defined by its purpose of promoting the economic, social or cultural interests of its members through a jointly operated enterprise (Förderzweck). The internal relationship between the cooperative and its members is governed primarily by the articles of association under § 18 GenG, within the mandatory limits of cooperative law. Although the German regime does not prescribe a specific method for settling agricultural products conferred by members, the member-oriented purpose of the cooperative, together with accounting and assembly-related transparency duties under §§ 33 and 48 GenG, supports the broader comparative proposition that managerial discretion in cooperative settlement must remain anchored to the cooperative purpose, the articles of association and verifiable internal procedures.

documentation, action for ascertainment of the correct settlement, claim for payment of the sums due or liability action[35].

In this context, the conferment of the product must not be automatically assimilated to a sale to a third party. Conferment is grounded in the corporate relationship and in the cooperative's mutualistic rules. However, where the dispute concerns the settlement of the conferred product, the claim cannot be referred indistinctly to the internal life of the company alone. It is necessary to verify whether the member is asserting a strictly corporate right, a *ristorno,* a profit entitlement, or the correct remuneration of the product brought into the mutualistic circuit[36]. The limitation period[37], the burden of proof, the relevant documentation and the available remedy depend on that classification.

The construction of the claim must therefore proceed according to a rigorous sequence. It is necessary to identify the source of the right asserted, isolate the technical fact that affected the value of the grapes and select the remedy consistent with the defect found. Without this progression, the dispute risks becoming a generic challenge to the price; with it, by contrast, the proceedings are brought back to their effective core: establishing whether the value recognised to the product was formed according to the legally required criterion.

The most appropriate remedy is not always aimed at setting aside the transaction. In wine-sector relationships, the producer often has an interest in preserving the contract and obtaining the correct value of the product, rather than in denying the entire transaction. Nullity, termination and full damages remain available in the most serious cases. In most cases, however, effective relief is achieved by reconstructing the price due, neutralising the unlawful clause or conduct, and ordering payment of the difference.

6. Conclusions

The regulation of grape pricing shows with particular clarity that, in the wine supply chain, the value of the product cannot be reduced to a final figure detached from the process through which that value is formed. The price, or in cooperative relationships the settlement value, is the end point of a sequence in which technical assessment of the product, oenological destination, classification rules, contractual structure and, in cooperative relationships, mutualistic settlement criteria converge. Price variability is therefore not an anomaly to be corrected, but a physiological feature of the sector. It becomes pathological only when it results in indeterminacy of method, opacity of settlement or an uncontrolled discretion of the party that takes delivery, classifies or settles the product.

[35] Court of Vasto, 31 October 2019, No. 335, concerning an agricultural cooperative and the failure of members to confer grapes, holding that the cooperative may not impose penalties where the prerequisite laid down in the articles of association is missing, namely the adoption of regulations governing the characteristics of the product to be delivered and the penalties applicable to defaulting members.

[36] Court of Venice, Specialised Business Section, 10 September 2024, No. 3092, holding that the conferment of agricultural products by a member of an agricultural cooperative constitutes performance of a contractual obligation that is autonomous from the corporate relationship, and that the corresponding remuneration must be recorded in the financial statements as a cost. Cf. Italian Court of Cassation, Civil Division I, 28 May 2024, No. 14850, on the mutualistic exchange relationship as a relationship additional to participation in the corporate life of the cooperative, characterised by the opposition between the member's performance and the corresponding consideration.

[37] Italian Court of Cassation, 5 March 2026, No. 5003, concerning the limitation period applicable to a claim by a member of an agricultural cooperative arising from the conferment of grapes. The Court held that the five-year limitation period provided for by Article 2949 of the Italian Civil Code concerns rights relating to the corporate organisation and the internal life of the company, whereas it does not apply to rights arising from contractual exchange relationships between the member and the cooperative, which are subject to the ordinary ten-year limitation period.

The central rule follows from this premise. Italian law does not require the price of grapes always to be predetermined as a fixed amount; it requires the criterion by which the price is formed to be predetermined. The contract may refer to qualitative parameters, technical assessments, price lists, classifications or mechanisms of subsequent settlement. It cannot, however, rely on formulas lacking operative content, thereby leaving the winery alone to choose the value to be recognised to the producer. In other words, the legitimacy of deferred pricing depends on the controllability of the procedure by which the price is determined.

Grape quality confirms this approach. It may justify a premium, a different settlement band, a downgrade or, in the most serious cases, refusal to take delivery. Each of these effects, however, requires an autonomous legal basis and a technically reconstructable assessment. Quality cannot be invoked as an elastic formula capable of legitimising any reduction in the value recognised for the product. In order to affect the price validly, it must be translated into a parameter, measured according to a method and documented in such a way as to allow the producer to understand its application and, where necessary, to challenge it.

The rules on unfair trading practices reinforce this requirement without altering the function of ordinary contract law. Legislative Decree No. 198/2021 does not introduce a statutory price for grapes, nor does it allow the court to substitute its own assessment of economic convenience for that of the parties. Rather, it intervenes in the way the relationship is constructed and performed, preventing the buyer's contractual strength from being translated into unilateral amendments, indefinitely deferred payments, excessively burdensome conditions or improper transfers of risk. The scrutiny therefore remains one of method and legality of the procedure, not of the economic merits of the exchange.

In cooperative conferment, the same requirement assumes a different configuration. The member does not sell grapes to a third party, but brings the product into a mutualistic organisation, in which settlement may legitimately depend on management results and internal valuation criteria. Yet the cooperative nature of the relationship does not weaken the duty of transparency. On the contrary, precisely because a price in the strict sense gives way to a mutualistic settlement, it becomes essential for the member to verify the source of the criterion applied, the classification attributed to the product, the basis of any deductions, the distinction between advance payments, balances, adjustments and ristorno, and equal treatment in relation to other contributing members.

Remedies must also be constructed according to this logic. Disputes over the price of grapes do not admit undifferentiated remedies. Where a determination criterion is lacking, the issue concerns the validity of the economic clause or its completion by operation of law. Where the criterion exists but is incorrectly applied, the ordinary remedy is payment of the differential amount. Where deductions, downgrades, penalties or refusals to take delivery are involved, the dispute must focus on the respective technical and legal basis. In the cooperative relationship, the challenge instead shifts to the mutualistic regulations, corporate resolutions, correct settlement and, where necessary, corporate-law remedies.

The Italian model thus reflects a broader European concern, although through its own legal techniques. EU law on unfair trading practices, the French emphasis on written agricultural contracts and objective price-determination criteria, and the more interventionist Spanish rules on production costs all point to the same structural issue: the value of agricultural products must not be left to opaque or unilateral mechanisms within the supply chain. Italian law does not adopt a general judicial review of price adequacy, nor does it fully transform production costs into a statutory substitute for the agreed price. Its approach is more procedural: it requires the formation of value to be governed by prior, knowable, documented and consistently applied criteria.

The final point is therefore more precise than a generic need to protect producers. The law does not guarantee a convenient price, nor does it neutralise the economic variability inherent in the harvest. It does, however, require that such variability be governed by rules that are prior, knowable, consistently applied and verifiable through documentation. Digital traceability tools may also become relevant in this perspective. Where weight, analytical data, classification results and settlement criteria are recorded in secure and non-alterable systems, including, where appropriate, blockchain-based or equivalent registers, they may strengthen the documentary verifiability of the price-formation process. Such tools do not replace contractual rules or legal remedies, but may support the procedural transparency required by mature wine-sector contracting. Mature wine-sector contracting should not artificially rigidify the price of grapes, but should regulate the process of its formation, transforming quality, classification and settlement from possible sources of conflict into controllable elements of the relationship. From this perspective, the price is not the final result of an opaque decision, but the legally verifiable outcome of a procedure consistent with the economic function of the supply chain.