

# USA Products

## TERMS & CONDITIONS OF SALE

### Terms and Conditions of Sale

In these Terms and Conditions of Sale, the manufacturer is referred to as "Seller" and the customer or person or entity purchasing products (the "Goods") from the manufacturer is referred to as the "Buyer". For purposes of these Terms and Conditions of Sale, order confirmation and pro-forma invoice shall be interchangeable. These Terms and Conditions of Sale, and the manufacturer's order confirmation (usually in the form of a pro-forma invoice) constitute the complete and exclusive agreement and understanding governing the sale of Goods by the manufacturer to Buyer (the "Agreement") and supersede all prior agreements, understandings or representations, whether written or oral, among the parties with respect to such matters. Provided, however, that if any term, provision or condition of the manufacturer's order confirmation should conflict or be inconsistent with any term of these Terms and Conditions, then the terms of the manufacturer's order confirmation shall prevail and control over such conflicting and/or inconsistent terms. BY ACCEPTING THE ORDER CONFIRMATION - PRO FORMA INVOICE AND/OR INSTRUCTING THE SELLER TO SHIP GOODS (EITHER BY FACSIMILE OR E-MAIL COMMUNICATION), BUYER WILL MANIFEST ITS ACKNOWLEDGMENT, ACCEPTANCE AND AGREEMENT TO THESE TERMS AND CONDITIONS. The manufacturer reserves the right to refuse any order, in its sole discretion. No order is accepted by the manufacturer until: (i) The manufacturer provides Buyer with a written order confirmation, and (ii) Buyer duly signs the order confirmation in acknowledgement, acceptance and agreement, and returns the signed order confirmation to the manufacturer.

### 1. PRICES

All prices for Goods, including, but not limited to, those specified in the manufacturers price list or schedule, website or written quotation, are subject to change without notice. Such prices shall be automatically adjusted to reflect the manufacturer's prices for Goods as in effect at the time of the requested shipment date, and each shipment will be invoiced at such adjusted price. Unless otherwise expressly agreed by the manufacturer in writing, all prices are EX WORKS (which shall have the same meaning as in the Incoterms 2000 published by the International Chamber of Commerce), exclusive of any applicable taxes, duties, sales taxes, transportation and insurance costs or charges (collectively "Charges"), which Charges are to be borne exclusively by Buyer.

### 2. TERMS OF PAYMENT

Unless otherwise expressly agreed by the manufacturer in writing in the manufacturers order confirmation, the purchase price for all orders shall be paid in full in advance of shipment.

All payments must be made in U.S. currency. In the event Buyer fails to make any payment when due, the manufacturer shall have the right, in addition to all other remedies available to the manufacturer either at law or in equity, to either terminate this Agreement immediately, without notice, or to suspend further performance under this Agreement. Buyer shall be liable for all expenses, including reasonable attorneys' fees, relating to the collection of past due amounts. If any payment owed to the manufacturer is not paid when due, it shall accrue interest at the rate of the lesser of 15% per annum, or the maximum amount permitted by applicable law, from the date on which such past due amount is due until the past due amount is paid in full. Should Buyer's financial responsibility become unsatisfactory to the manufacturer, cash payments or security satisfactory to the manufacturer may be required by the manufacturer for future deliveries and for the Goods therefore delivered. If such cash payment or security is not provided, in addition to the manufacturer's other rights and remedies, the manufacturer may discontinue deliveries.

### 3. SHIPMENT AND DELIVERY

Unless otherwise expressly agreed in writing by the manufacturer, shipments are made EX WORKS (which shall have the same meaning as in the Incoterms 2000 published by the International Chamber of Commerce). Risk of loss or damage and responsibility shall pass from the manufacturer to Buyer upon delivery of the Goods to carrier. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Shortages or damages must be acknowledged and signed for at the time of delivery. While the manufacturer will use all reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by the manufacturer, all shipping dates are approximate and not guaranteed. The manufacturer reserves the right to make partial shipments. The manufacturer, at its option, shall not be bound to tender delivery of any Goods for which Buyer has not provided accurate shipping instructions. If the shipment of the Goods is postponed or delayed by Buyer for any reason, including but not limited to, Buyer providing the manufacturer with inaccurate shipping instructions, then Buyer agrees to reimburse the manufacturer for any and all transport and/or storage costs and other additional and incidental expenses resulting therefrom.

### 4. LIMITED WARRANTY

Subject to the limitations set forth in Section 5 below, the manufacturer warrants that Goods sold by the manufacturer as "first choice goods" are manufactured in accordance with the published technical standards. This limited warranty is valid only: (i) for a period of one hundred and eighty (180) days from the date of shipment of the Goods by the manufacturer, or (ii) for the period from the date of shipment of the Goods by the manufacturer until installation or attempted installation of the Goods, whichever is less. This limited warranty applies only to "first choice goods" sold by the manufacturer.

ALL GOODS SOLD BY THE MANUFACTURER OTHER THAN "FIRST CHOICE GOODS" ARE SOLD AS IS. THIS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY THE MANUFACTURER WITH RESPECT TO THE GOODS AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO THE MANUFACTURER, AND WHETHER OR NOT THE MANUFACTURER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY THE MANUFACTURER AND/ OR BUYER'S (OR ANY SUBSEQUENT TRANSFERREE'S, AS DEFINED BELOW) USE OR PURPOSE.

OTHER THAN REPRESENTATIONS OR WARRANTIES MADE BY THE MANUFACTURER IN THEIR RESPECTIVE LITERATURE AND/OR PACKAGING, NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE GOODS MADE BY ANY PERSON OR ENTITY INCLUDING, BUT NOT LIMITED TO, INDEPENDENT DISTRIBUTORS AND SALES REPRESENTATIVES, SHALL BE BINDING UPON THE MANUFACTURER.

IF YOU ARE A CONSUMER, AND SHOULD ANY APPLICABLE LAW PROHIBIT THE DISCLAIMER OF IMPLIED WARRANTIES SET FORTH ABOVE, THEN ANY IMPLIED WARRANTIES THAT COULD EXIST WILL BE STRICTLY LIMITED TO THE DURATION OF THE LIMITED WARRANTY SET FORTH ABOVE.

Notwithstanding the foregoing, this limited warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than the manufacturer's), unauthorized modification or alteration, use beyond rate capacity, improper installation, maintenance or application. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to the manufacturer in the selection or design of the Goods and the preparation of the manufacturer's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

Buyers must notify the manufacturer of any defects in the Goods in writing, via certified mail within thirty (30) days of Buyer's receipt of the Goods. Upon receiving Buyer's notice of defect, the manufacturer shall, at its option, repair, correct or replace the Goods EX WORKS (which shall have the same meaning as in the Incoterms 2000 published by the International Chamber of Commerce), or refund the purchase price for that portion of the Goods found by the manufacturer to be defective. Failure by Buyer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Buyer's claim for such defects. Goods repaired or replaced during the warranty period shall be covered by the foregoing warranty for the remainder of the original warranty period or ninety (90) days from the date of shipment, whichever is longer. Notwithstanding the provisions contained in the preceding sentences of this paragraph, Buyer shall be deemed to have accepted the Goods and absolutely and unconditionally waived its rights to claim for any defects: (i) upon installation or attempted installation of the Goods, or (ii) if the Goods are otherwise used or altered in any way.

Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other products/components.

This Section 4 also applies in the event that any entity or person (other than Buyer) buys, acquires or uses the Goods, including, but not limited to, any entity or person who obtains the Goods from Buyer (any of them a "Subsequent Transferee"). Buyer hereby covenants and agrees to provide such Subsequent Transferee with conspicuous written notice of the provisions set forth in Sections 4 and 5 of these Terms and Conditions of Sale, by providing each such Subsequent Transferee with a copy of the notice attached hereto as Exhibit "A". Buyer, furthermore, covenants and agrees that it shall not make any representation or warranty whatsoever regarding the Goods to any third party (either on behalf of the manufacturer or on its own account), other than the limited warranty of the manufacturer set forth in this Section 4.

BUYER HEREBY COVENANTS AND AGREES THAT, SHOULD IT FAIL TO COMPLY WITH THE PROVISIONS OF THIS LAST PARAGRAPH OF SECTION 4, BUYER SHALL DEFEND, INDEMNIFY, AND HOLD THE MANUFACTURER AND/ ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES), OR CLAIMS FOR INJURY OR DAMAGES (INCLUDING, BUT NOT LIMITED TO GENERAL, CONSEQUENTIAL, INCIDENTAL AND PUNITIVE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH BUYER'S OR BUYER'S EMPLOYEES, AGENTS, REPRESENTATIVES' AND/OR INDEPENDENT CONTRACTORS' BREACH OF THESE TERMS AND CONDITIONS OF SALE.

### 5. LIMITATION OF REMEDY AND LIABILITY

THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE IN ACCORDANCE WITH SECTION 4 ABOVE.

THE MANUFACTURER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL THE MANUFACTURER'S LIABILITY TO BUYER AND/OR ANY SUBSEQUENT TRANSFERREES EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS PROVIDED BY THE MANUFACTURER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AND ANY SUBSEQUENT TRANSFERREE AGREES THAT IN NO EVENT SHALL THE MANUFACTURER'S LIABILITY TO BUYER AND/OR ANY SUBSEQUENT TRANSFERREES EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, loss of business opportunity, business interruption, loss of use or revenue, cost of capital or loss of damage to property or equipment.

It is expressly understood that any technical advice furnished by the manufacturer with respect to the use of the Goods is given without charge, and the manufacturer assume no obligation or liability whatsoever for the advice given, or results obtained, all such advice being given and accepted at Buyer's own risk.

### 6. EXCUSE OF PERFORMANCE

The manufacturer shall NOT be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; material fluctuations in the exchange rate between the U.S. Dollar and Euro; or unforeseen circumstances or any events or causes beyond the manufacturer's reasonable control. Deliveries or other performances may be suspended for an appropriate period of time or cancelled by the manufacturer upon notice to Buyer in the event of any of the foregoing, but the balance of the Agreement shall otherwise remain unaffected as a result of the foregoing.

If the manufacturer determines that its ability to supply the total demand for the Goods, or to obtain material used directly or indirectly in the manufacture of the Goods, is hindered, limited or made impracticable due to causes set forth in the preceding paragraph, the manufacturer may allocate its available supply of the Goods or such material (without obligation to acquire other supplies of any such Goods or material) among its purchasers on such basis as the manufacturer determines to be equitable without liability for any failure of performance which may result therefrom.

### 7. CANCELLATION

Buyer may cancel orders only upon reasonable advance written notice and upon payment to the manufacturer of the manufacturer's cancellation charges which include, among other things, all costs and expenses incurred, and to cover commitments made by the manufacturer and a reasonable profit thereon. The manufacturer's determination of such cancellation charges shall be conclusive. PROVIDED, HOWEVER, THAT ANY CANCELLATION MUST BE MADE BEFORE THE GOODS HAVE BEEN SHIPPED.

### 8. CHANGES

Buyer may request changes or additions to the Goods consistent with the manufacturers specifications and criteria. In the event, such changes or additions are accepted by the manufacturer, the manufacturer may revise the price and dates of delivery accordingly. The manufacturer reserves the right to change designs and specifications for the Goods without prior notice to Buyer, except with respect to Goods being made-to-order for Buyer.

### 9. INDEMNIFICATION

Buyer hereby covenants and agrees to defend, indemnify and hold harmless the manufacturer, their officers, directors, employees, agents, advisers, representatives and affiliates (collectively, the "Indemnitees") from and against, and pay or reimburse the Indemnitees for any and all claims, liabilities, obligations, losses, fines, costs, royalties, proceedings, deficiencies or damages (whether absolute, accrued, conditional or otherwise and whether or not resulting from third party claims), including out-of-pocket expenses and reasonable attorneys' and accountants' fees incurred in the investigation or defense of any of the same or in asserting any of their respective rights hereunder (collectively, "Losses"), resulting from or arising out of: (i) Buyer's breach of any provision or covenant set forth in this Agreement, and/or (ii) Buyer's making of any representation to any third party regarding the Goods other than the limited warranty set forth in Section 4 above.

### 10. ASSIGNMENT

Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of the manufacturer, and any such assignment, without such consent, shall be void.

### 11. GENERAL PROVISIONS

No change, modification, rescission, discharge, abandonment, or waiver of these Terms and Conditions of Sale shall be binding upon the manufacturer unless made in writing and signed on its behalf by a duly authorized representative of the manufacturer. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these Terms and Conditions of Sale shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by the manufacturer's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. No waiver by either party with respect to any breach or default, or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by the manufacturer in any quotation, acknowledgment or publication are subject to correction.

### 12. SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by competent authority, such provision shall be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it shall then appear. The total invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

### 13. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without reference to its conflicts of laws principles. Buyer and the manufacturer agree to submit all disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the State and Federal courts of the State of Tennessee, located in Williamson County. EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION OR VALIDITY OF THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH SUCH PARTY CERTIFIES THAT THEY HAVE NOT RELIED UPON ANY REPRESENTATION OR INDUCEMENT OF THE OTHER PARTY IN AGREEING TO THIS PROVISION AND THAT THEY FREELY, KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHT TO A JURY TRIAL. The Convention for the International Sale of Goods shall not apply to this Agreement.

### 14. U.S. EXPORT CONTROL REGULATIONS

All Goods sold to Buyer are subject to the export control laws of the United States and Buyer agrees not to re-sell or divert any Goods contrary to such laws.

### 15. RETURNED GOODS

Any and all material which Buyer desires to return and which Seller agrees to take back will be accepted only with prior written authorization and must be in full compliance of this Seller's return policy. No returns will be accepted on discontinued or not 1st grade material. Returns will not be accepted unless the Company has first issued a return authorization number. Only Company's Customer Service Department can authorize a return, and all return authorizations must be in writing. No sales representative may accept the return of any products without such written authorization. Products may be returned to the Company only after inspection by the Company and after receipt by the Customer of shipping instructions. Returns will be charged a minimum restocking charge of 25% (unless the Company erred in filling the order) and will be limited to full and unopened cartons that have not been damaged or mutilated in any way. Shipping, handling, insurance, taxes, risk of loss and tariff charges for return products shall be borne by Customer.

### 16. NO THIRD-PARTY RIGHTS

These Terms and Conditions of Sale create no third-party rights between the manufacturer and any person other than Buyer, including but not limited to any Subsequent Transferee. It is understood and agreed that the parties do not intend that any third party be a beneficiary of these Terms and Conditions of Sale.

## GENERAL SALES CONDITIONS

Rev. 3 of 1st September 2020

### A.- CONTRACT COMPLETION

A.1.- These general sales conditions govern every sales contract between the Seller and the Buyer and any amendment or exception thereof shall be agreed in writing.

A.2.- Any offers, credits and/or rebates granted by agents or other intermediaries, shall not be considered valid if they are not confirmed in writing by the Seller.

A.3.- The Buyer shall send the written orders to the Seller, directly or through the agents, and the orders shall include the codes of the required products, quantity, price and destination. The order sent by the Buyer is irrevocable.

A.4.- The sale shall be deemed completed when: (i) the Buyer receives a written confirmation from the Seller, via e-mail, fax or other electronic means, that complies with the terms and conditions of the order; or (ii) if the confirmation sent by the Seller contains conditions that differ from the order sent by the Buyer, when the latter accepts it in writing or in any case does not object within 7 (seven) days from reception; or (iii) if the Seller does not provide a written confirmation, when the products are delivered and loaded by the Buyer.

A.5.- The Buyer shares the need to restrict the sales of products to the national territory. The Seller deems this rule necessary in order to coordinate its sales policy, streamline its distribution network and provide offers that are suited to the needs of the single countries. The Buyer acknowledges that this rule is also in its best interest. The Buyer therefore undertakes to market the products exclusively in its country of residence, refraining from promoting active sales, even online, with customers located in the territory of a country different from its own. As regards triangular operations, this undertaking applies to the country in which the buyer actually operates. The Buyer may resell the product outside its territory only with written authorization from the Seller, or if the sales concern non first-grade products or products that are out of production.

### B.- PRICES

B.1.- The prices agreed upon for each individual sale are net prices for cash delivery ex works (the Seller's plant

shall be specified in the order confirmation), unless otherwise agreed in writing.

### C.- PRODUCT CHARACTERISTICS

C.1.- The Buyer declares to have read and comply with the content of the following documentation published on the corporate website: 1) Laying, use, cleaning and maintenance manual and 2) Technical data sheets.

C.2. Given the intrinsic variability of the ceramic products, the characteristics of the samples, previously sent by the Seller to the Buyer, are purely illustrative and cannot be deemed binding.

C.3. Unless specifically requested and agreed before the order confirmation, the Seller does not guarantee that the entire quantity of an article on order shall be sent from one same production lot.

### D.- DELIVERY TERMS

D.1. - The delivery terms are understood to be indicative and the extension thereof cannot entitle the Purchaser to request any form of compensation, without exception.

D.2. - If, after 14 (fourteen) days from the date of notification that the goods are ready, the Purchaser fails to collect them, the Seller shall be forced for reasons of occupied space to return the goods to the storage facilities, thereby incurring additional costs; the Seller reserves the right to charge the Purchaser such additional costs.

### E.- SHIPPING ARRANGEMENTS AND TERMS

E.1.- The Buyer must communicate any variation in the destination of the products, different from the one agreed in the order confirmation, in writing within, and no later than, the second day before the day foreseen for the collection at the Seller's premises. The Seller reserves the right not to accept the change of the product destination. If the actual destination of the product is different from the one stated by the Buyer, the Seller reserves the right to suspend the execution of the supplies underway and/or to terminate the contracts in force and the Buyer shall not have the right to claim direct and/or indirect compensation of any type.

E.2.- Unless otherwise agreed, the goods shall be delivered ex-works (EXW - Incoterms 2010) and this shall also be the case when the parties agree that the delivery, or part of it, shall be arranged by the Seller on

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the Buyer's behalf. In any case, the risks shall transfer to the Buyer upon delivery to the first carrier.

E.3.- Without prejudice to the Seller's extraneity in relation to the transport contract, the Seller shall not be indicated as "shipper" on the bill of lading. The communication of the gross weight of the container to the Forwarding agent does not represent in any way the undertaking of any liability by the Seller as regards the SOLAS (Safety Of Life At Sea) Convention. In no event may the said communication be taken to be the VGM (Verified Gross Mass).

E.4.- The Buyer undertakes to ensure that the vehicle sent to the Seller's warehouse is suitable for the loading operations, considering the nature of the products. If the vehicle sent to collect the goods causes difficulties in the loading operations, the Seller reserves the right to charge a penalty, of 4% of the value of the products, to cover the extra logistics costs. If the vehicle sent is not at all suitable, the Seller reserves the right to refuse to load the goods and the Buyer shall not have the right to claim compensation for any direct and/or indirect cost that may arise therefrom.

E.5.- The Buyer is responsible for assigning the carrier the task of checking the products before loading them; any observations concerning the condition of the packaging and the correspondence of the quantities loaded with those on the transport document must be made by the carrier upon collection of the goods. The said observations must be written on all the copies of the transport documents, otherwise the loaded products shall be considered to be complete and in good condition. As a result, the Seller shall not be liable for any missing or damaged products not reported by the carrier.

E.6.- The Buyer is also responsible for assigning the carrier the task of checking the loading procedure and the stability of the goods on the vehicle, in order to prevent damage during transport and to comply with all road safety provisions.

### **F.- PAYMENTS**

F.1.- All payments must be made to the Seller's registered office. Payments made to agents, representatives, or sales assistants shall not be considered as made until the amounts are received by the Seller.

F.2.- The Buyer shall not fulfil its payment obligations by making payments from countries other than its own country of residence, if the said countries do not guarantee an adequate exchange of information with Italy. In case of breach of the said prohibition, the Seller has the right to terminate the contract for just cause and

the Buyer shall not have the right to claim compensation for any damage suffered.

F.3.- Any costs for stamp duty and bank draft fees shall be borne by the Buyer. Failure to fulfil, even only in part, the payment shall result in the application of interest on arrears in favour of the Seller, from the date established for the payment, as envisaged by legislative decree 09/10/2002 no. 231.

F.4.- Unless otherwise agreed in writing, the Buyer undertakes not to offset any receivables, of whatever nature, owed by the Seller.

### **G.- CLAIMS**

G.1.- Upon receipt of the products, the Buyer shall perform a visual inspection in compliance with instructions provided in point 7 of UNI EN ISO 10545-2 standards.

G.2.- The products must be installed and fitted strictly respecting the recommendations related to the activities to be performed before and during the laying of the product specified in document 1) Laying, use, cleaning and maintenance manual, published on the Seller's website, and on the product packaging and/or inside the packaging. Faults caused by an incorrect installation and by missing/incorrect maintenance (different from instructions provided in document 1) Laying, use, cleaning and maintenance manual), by an unsuitable use and/or by normal wear over time shall not be considered product faults.

G.3.- With the exception of the limits of acceptability foreseen by the international EN 14411 (ISO 13006) standard, the parties acknowledge as identifiable faults those product defects that are immediately visible upon receipt thereof and that make the material unsuitable for use or that significantly reduce its value. This category includes faults as defined in the document 1) Laying, use, cleaning and maintenance manual, published on the Seller's website. Identifiable faults include, by way of a non-limiting example, superficial defects, decoration defects, defects concerning polishing, dimensions, surface flatness, straightness of sides/rectangularity and thickness, cracks, chippings or rough edges, non-compliant shades, mixed shades and products that feature problems deriving from the cutting process and/or from chips.

G.4.- If the Buyer finds an identifiable fault, it must be reported in writing to the Seller, within 8 (eight) days from receipt of the products; failure to send the claim shall result in the forfeiture and loss of such right. The Buyer shall keep the entire lot of material readily available for the Seller. The claim shall include the invoice details and an accurate description of the claimed

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fault together with photographs, where possible. In the event that the claim proves to be unfounded, the Buyer shall refund the Seller any costs incurred for an inspection (expert's reports, travel, etc.).

G.5.- Hidden faults shall be notified to the Supplier in writing, by recorded delivery letter with advice of receipt, within 8 days from the date such fault is found, under penalty of forfeiture.

G.6.- The Buyer's right to make a claim for faults under warranty is valid for 12 (twelve) months from the delivery of the products.

### **H.- WARRANTY FOR FAULTS**

H.1. The Seller's warranty is limited to first grade products and not second or third grade products or lots on offer with special prices or discounts, which must be duly specified with a note in the order confirmation.

H.2. The Seller does not guarantee the suitability of the products for particular uses, and only guarantees the technical specifications published on the website in the document 2) Technical data sheets. The indication for use is merely indicative, even when written in the Seller's catalogues and manuals. On the basis of the characteristics described in the document 2) Technical data sheets, the designer always has the task of assessing the suitability of the product for the specific use conditions, taking into account the stress and variables to which the product will be subjected, which may alter its characteristics; for example, the traffic intensity, quality of traffic (foot traffic with the presence of sand, debris...), adverse weather conditions and any other unpredictable factor to which the material may be exposed.

**H.3.- In the event that identifiable product faults are ascertained, as defined in sub section G no. 3, the Seller shall replace the faulty product with another one with equal or superior characteristics; should this not be possible, the Seller shall apply a significant price reduction. Alternatively, following the return of the faulty products, the Buyer shall have the right to a refund of the price paid plus the transport cost, with the exclusion of compensation for any other direct and/or indirect damage.**

**H.4. The Seller's warranty shall not be valid if the products that have identifiable faults (totally or in part) have been used and/or in any case transformed, as this entails that the Buyer (or its customer) expressed the intention to accept them in the condition in which they were found.**

**H.5.- In the event that hidden product faults are ascertained, the Seller's warranty is limited to the**

**replacement with other products of equal or superior characteristics; should this not be possible the Seller shall refund the price paid plus the transport cost.** In any case, the Seller's warranty for any direct and/or indirect damage caused by the faulty product, shall be limited to an amount that shall not be greater than double the selling price applied by the Seller, only in relation to the faulty part of the supply.

H.6.- In the event that the Buyer resells the product to subjects protected by the consumer code (law decree no. 206/2005), the former shall be responsible for the conditions applied, if different from those stated herein, and shall ensure that the consumer's rights are exercised, in relation to the remedies and terms established by the said code. If there are the grounds for the Buyer to exercise the right of recourse and/or make a claim against the Seller/manufacturer, the said action shall take into account or go beyond the exemptions and limits established in sub sections G no. 1 and H no. 5.

### **I. SOLVE ET REPETE (pay and then claim) AND TERMINATION CLAUSES**

I.1.- Pursuant to article 1462 of the Italian Civil Code, on no account may the Buyer suspend or delay payment of collected material, including in the event of alleged defects or faults in the material; this does not affect the right to claim back any payments made unduly (solve et repete).

I.2.- If the Buyer's financial situation changes or in the event of non-payment (even partial) of products already supplied, the Seller reserves the right to suspend the execution of the supplies underway and/or to terminate the contracts in force and the Buyer shall not have the right to claim direct and/or indirect compensation of any type.

### **L.- RETENTION OF OWNERSHIP**

L.1.- The products supplied shall remain exclusive property of the Seller until the Buyer has paid the full amount.

L.2.- During the aforementioned period, the Buyer shall undertake the obligations and responsibilities as bailee (also referred to as custodian) and shall not transfer the said products, grant their use, let them be seized or distrained without declaring that the property is of the Seller, and the Buyer shall immediately inform the Seller by recorded delivery letter with advice of receipt.

### **M.- FORCE MAJEURE**

M.1.- Each party may suspend the fulfilment of its contractual obligations, when the said fulfilment is impossible or objectively too costly due to an unforeseeable impediment independent from the

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parties, such as for example: strike, boycott, lockout, fire, war (declared or not), civil war, riots and revolutions, requisitions, embargo, power blackouts, extraordinary breakage of machinery, delays in the delivery of components or raw materials.

M.2.- The party that wishes to apply this clause shall immediately notify the onset and end of the circumstances of force majeure to the other party in writing.

M.3.- If the suspension due to force majeure lasts longer than 60 (sixty) days, each party shall have the right to terminate this contract, with a notice of 10 (ten) days to be notified to the counterparty in writing.

## **N.- CONFIDENTIALITY**

N.1.- The Buyer undertakes to maintain confidentiality as regards all information of a technical (such as, by way of a non-limiting example, drawings, tables, documentation, formulas and correspondence) and commercial nature (including contractual conditions, purchase prices, payment conditions,...) gained during the performance of this contract.

N.2.- The confidentiality obligation shall be undertaken for the entire duration of this contract and for the period following its execution.

N.3.- In case of failure to uphold the confidentiality obligation, the non-fulfilling party shall pay the other

party compensation for all damages that may derive therefrom.

## **O.- SELLER'S TRADEMARKS AND DISTINCTIVE SIGNS**

O.1.-The use of trademarks, ornamental designs and creative works in general, in whatever form and manner of expression (such as, by way of a non-limiting example: images, photos, drawings, videos, shapes, structures, etc.) constituting the Seller's intellectual property, through any means (such as, by way of a non-limiting example: press, video, radio, internet, social media, instant messaging platforms or VoIP, etc.) is strictly forbidden. Any exception to the said prohibition, even only partial, must be authorised in writing, each time, by the Seller's general management.

## **P.- CONTRACT LANGUAGE, APPLICABLE LAW, JURISDICTION AND AUTHORITY**

P.1.- The present contract is drafted in Italian, and in case of disputes the said version shall prevail over any translations in other languages.

P.2.- Any dispute concerning the supply of products shall be subject to Italian law and jurisdiction and the Court of Modena, the town in which the Seller has its registered office, shall have sole local jurisdiction.

....., on.../.../...

Seller

\_\_\_\_\_

Buyer

\_\_\_\_\_

The Buyer confirms that the general conditions mentioned above have been negotiated with the Seller and declares to have read them and to specifically approve those related to the contract conditions (sub section A no. 5), the prices (sub section B), product characteristics (sub section C), delivery terms (sub section D), shipping arrangements and terms (sub section E from 2 to 4), claims (sub section G no. 1, 2 and 4), limits and exclusions of the Seller's warranty (sub section H), solve et repete (pay and then claim) and termination (sub section I), retention of property (sub section L) and contractual language, law, applicable law, jurisdiction and authority (sub section P).

Buyer

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