

# Vallelunga & Co.

## GENERAL TERMS AND CONDITIONS OF SALE

### ART. 1 - CONTRACTUAL REGULATIONS

These general terms and conditions, without prejudice to any amendments or departures agreed in writing, discipline all the orders of the purchaser relating to the products (or goods) of VALLELUNGA & CO. SRL (hereinafter "VALLELUNGA").

VALLELUNGA shall not be bound by the general purchase terms and conditions of the purchaser, not even in the event that reference is made to the same or they are contained in the orders or in any other documentation originating from the purchaser, except in the case of the prior written consent of VALLELUNGA.

In the event of contrast between the two different clauses, those of the seller shall be applicable. Any change to this agreement can be made only by means of a written document, signed by both parties.

### ART. 2 - ORDERS

The orders in any event forwarded to VALLELUNGA are binding for the latter only after their possible written approval, in any event it being the unquestionable faculty of VALLELUNGA to accept them or withdraw - without charges - from the same before the delivery of the goods.

Any order confirmation of VALLELUNGA which is, even partly, different from the order, will be binding for the purchaser who has not disputed the difference by means of registered letter with advice of receipt, or also via certified e-mail, within 5 days of its receipt. In the event that the order is only made verbally, all the conditions indicated in this agreement are understood to be accepted by the purchaser, without reservation, with the commencement of the deliveries of the goods.

It is also agreed that, if after the confirmation of the order, it is revealed that the purchaser has financial difficulties, (by way of example protests, attachments, garnishments or other detrimental acts to the charge of the purchaser), VALLELUNGA may suspend the order and demand specific guarantees or terminate the agreement due to breach by the purchaser pursuant to Article 1456 of the Italian Civil Code by means of written communication made via registered letter with advice of receipt, also by means of certified e-mail, or via fax message.

The purchaser undertakes to inform VALLELUNGA in writing, by and not beyond the date envisaged for collection, of any change in the destination of the goods, if different to those indicated in the order confirmation. In the absence of said communication, the destination originally indicated is understood to be confirmed.

### ART. 3 - SAMPLES AND PROMOTIONAL MATERIALS

The information included in VALLELUNGA's illustrative documents, as well as the characteristics of the samples and the models sent, are approximate indications. This information is not binding unless to the extent expressly mentioned as such in the offer or in the written confirmation of VALLELUNGA.

### ART. 4 - DELIVERY

Unless agreed otherwise in writing, the delivery of the goods is always understood to be Ex Works (of the seller) in accordance with the Incoterms and having taken place at the time of complete loading care of the VALLELUNGA warehouses in Italy. Any transportation risk, including deficits, breakages, deterioration or tampering, is the

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responsibility of the purchaser even if the price will be agreed CPT, FOB or C&F. Any agreements with shipping agents are always understood to be finalised in the name or on behalf of the purchaser, who from this point on confirms and accepts the actions of VALLELUNGA.

The delivery terms are approximate: any delays in the deliveries, interruptions, total or partial suspensions of the sales will not provide the right to damage compensation or indemnification. It is in any event understood that any force majeure (unforeseeable) event suspends the applicability of the deadline for the entire duration of said event.

The purchaser undertakes to collect the goods or to accept the delivery just as soon as they are informed that the same are ready, and in any event within 90 days of the date of communication that the goods are ready.

In the event of failure to collect within the afore-mentioned period, the order will be considered to be cancelled, without prejudice to VALLELUNGA's right to withhold the sum already received, by way of penalty. Any guarantee, liability or risk to the charge of VALLELUNGA in relation to the goods on hold for the afore-mentioned period is expressly excluded.

The acceptance, without express reservation, by the purchaser of products not compliant in terms of type or quantity, or at conditions differing from those contained in the request made by said purchaser, implies acceptance, by the latter, of the delivery and the conditions proposed by the seller. The afore-mentioned reservations (even if formulated under the form of specifications or adjustments of the supply conditions) will not be effective if they have not been formulated by the purchaser in writing, immediately and in any event by the imperative and essential deadline of 8 days as from receipt of the goods.

If the Incoterms regulation agreed between the parties envisages that the purchaser must see to the transportation of the goods outside Italy:

**a)** in the event of transfer within the EU, the purchaser - within 45 days of receipt of the goods care of its warehouse - will have to send VALLELUNGA the original or a copy of the CMR international transportation document or another transportation document, signed at the destination by the Purchaser or, in the absence of a CMR, a goods receipt declaration;

**b)** in the event of transfer outside the EU, the purchaser undertakes to:

i) present the export customs declaration (DAU-EX and DAE) and carry out the verification of the MRN (Movement Reference Number) care of the customs of the EU area the goods exit, within 90 days of the date of delivery in Italy of said goods;

ii) send VALLELUNGA, within 90 days of the date of delivery, the documents proving the export of the goods (export declaration DAU-EX, DAE and export notification);

iii) promptly confirm in writing to VALLELUNGA the execution of the afore-mentioned formalities and provide the same with any additional documentation proving the execution of the afore-mentioned formalities and the exit of the goods from the area of the European Union.

In the event of breach by the purchaser of the matters agreed above, VALLELUNGA shall have the right to immediately charge the purchaser the Value Added Tax relating to the delivery and associated with the lack of proof of the transportation of the goods to another member nation of the European Community or the non-verification of the exporting. In any event, the purchaser will keep VALLELUNGA indemnified and unharmed in relation to the payment of all that which is possibly owed by said VALLELUNGA vis-à-vis the Tax Authorities, by way of fines and interest or for other purposes, in connection with the delivery and lack of proof of the transportation of the goods to another member nation of the European Community or the non-verification of the exporting.

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## ART. 5 - DISPUTES

The warranty of the goods is limited to just prime ceramic material, with a tolerance of 5%; any warranty is expressly excluded for all the secondary quality goods, sub-rate goods or stock. The disputes regarding obvious faults are only effective when they are notified before the installation of the ceramic material. The differences in tone cannot be declared as a fault of the material. The colour tones of the samples and the reproductions must be considered to be merely indicative and not strictly binding for the delivery. Any complaints with regard to the quality and the type of material will have to be sent to VALLELUNGA by means of registered letter with advice of receipt, also via certified e-mail, addressed directly to our "Logistics, Quality and Post-Sales Service Unit", within 15 days of delivery, or in the event of hidden defects within 8 days of their discovery. The action lapses, in any event, one year after delivery.

The purchaser undertakes to keep the disputed batches available so as to permit the control of the reported defects. In any event, it is confirmed that the installation of the material exonerates VALLELUNGA from any liability. For no reason may the Purchaser return the ceramic material without the express prior written consent of VALLELUNGA. Any quality faults or defects affecting the goods, if they are reported by the deadlines and ascertained or acknowledged, merely give the right to the replacement of the faulty materials provided that the disputed goods are returned in advance and upon written authorisation of the return transaction, thus any termination of the agreement and any damage compensation being absolutely waived and excluded. VALLELUNGA does not undertake any liability with regard to the suitability of the material for the use which the purchaser intends to assign it to, and thus not even in the hypothesis that VALLELUNGA provides suggestions or indications regarding the installation and use of the same.

If the claim is unfounded, the purchaser will be obliged to compensate VALLELUNGA for all the costs the same has incurred for the checking and handling of the claim (travel costs, appraisals, etc.); the purchaser will have the same obligation if the claim is only partially founded, to an extent of no more than 30% (thirty percent) with respect to the disputes originally brought.

## ART. 6 - PRICES

The prices indicated in the VALLELUNGA price lists must be understood to be Ex Works (of the seller) net of VAT and discounts. These prices do not include, amongst other aspects, the shipping, transportation, possible insurance costs, nor any additional charges (taxes, levies, etc.). The price of the goods will be that envisaged on the price list in force as and when, at the time of the order confirmation or, if the goods are not included on the price list, it will be that indicated in the order. Also after the order confirmation and up until the moment of delivery of the goods, it will be the faculty of VALLELUNGA to arrange price changes due to increases in the costs of raw materials, labour, fuel and other production costs. In this event, the purchaser may withdraw from the order by means of written communication, to be sent via registered mail with advice of receipt, also via certified e-mail, within 30 days of the receipt of the communication of VALLELUNGA containing specifications on the extent of the increase.

## ART. 7 - PAYMENT

The payment will have to be made, unless agreed otherwise in writing, care of the headquarters of the seller or care of the bank indicated by said seller. Any payments made to agents, representatives or sales staff of the seller, if authorised in writing by VALLELUNGA, will release the purchaser only at the time of effective receipt of said sums by VALLELUNGA.

Any delay or irregularity in the payment gives the seller the right to suspend the deliveries or terminate the agreements outstanding, even if not relating to the payments in question, as well as the right to compensation of any damages.

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The seller in any event has the right - as from the expiry of the payment, without the need for placement in default - to the default interest to the extent of the rate envisaged by Italian Legislative Decree No. 231/2002 and the full reimbursement of the legal and assistance costs, both in and out-of-court.

In no event may the purchaser delay or suspend the payments, irrespective of any claim and/or complaint made.

In case of delay in payment, total or partial of an invoice, VALLELUNGA will have the right to suspend further deliveries, even if related to other contracts, and to subordinate further shipments and / or supplies to the immediate and full payment of all the ordered material, or the issuing of suitable guarantees.

No claim or dispute inherent to the quality of the goods, to faults or defects, or to any other aspect of the agreement, will be effective and may be taken into consideration, and thus no action can be initiated until after the full payment of the price (*solve et repete* clause)

## **ART. 8 - RETENTION OF TITLE**

The sale of the goods is made with the retention of title clause; therefore, in the event that the payment, due to contractual agreements, must be made, in full or in part after the delivery, the goods delivered remain the property of VALLELUNGA until full payment of the price.

## **ART. 9 CAUSES OF FORCE MAJEURE AND EXCESSIVE ONEROUSNESS**

VALLELUNGA may suspend the execution of the agreement, or withdraw, if the fulfilment is objectively impossible or excessively onerous, due to force majeure (unforeseeable) events (including but not limited to strikes, accidents, explosions, outbreak of wars, natural events, etc...), delay in or impossibility of procuring the raw materials, breakdown and/or similar causes.

## **ART. 10 - TRANSFER OF THE AGREEMENT**

The purchaser cannot transfer the agreement, even in individual mandatory dealings deriving from the same, without the written acceptance of VALLELUNGA; even in this event, the purchaser however remains jointly and severally responsible with the assignee for the obligations transferred.

## **ART. 11 - INTERPRETATION, AMENDMENTS, INVALID CLAUSES**

With regard to the interpretation of these general terms and conditions, only the Italian version of the same is valid.

Any enclosures or recitals are understood to be an integral part of the agreements to which they refer.

Any reference to price lists, general terms and conditions or other material of VALLELUNGA is understood to refer to the documents in force at the time of said reference, unless specified otherwise; the corresponding versions previously in force between the parties must be understood to be cancelled.

The declarations made or the conduct adopted by the parties during the negotiations or during the execution of the agreement may contribute towards the interpretation of the sole agreement to which they refer and within the limits that they do not contrast with these general terms and conditions or with the written agreements reached by the parties at the time of finalisation of the agreement in question. Without prejudice to the matters envisaged above

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under Article 2), any amendment or addition made by the parties to the agreements to which these general terms and conditions apply will have to be made in writing, under penalty of nullity. The departure from one or more provisions of these general terms and conditions must not be interpreted extensively or by analogy and does not imply the desire to cease to apply the general terms and conditions in their entirety.

Any changes to the contractual conditions agreed between the parties do not represent novation of the agreement, unless express will to the contrary is disclosed, made in writing.

In the event of invalid or ineffective contractual provisions, the agreement in its entirety must be supplemented so as to achieve, in compliance with the law, the essential purpose pursued by the agreement containing the clauses in question.

## **ART. 12 - JURISDICTION**

This agreement is disciplined by Italian law, including trial related. With regard to any dispute relating or in any event associated with the agreements to which these general terms and conditions apply, jurisdiction is assigned exclusively to the Italian courts and the court of the seller is exclusively responsible, with the exclusion of any other court and/or jurisdiction.

## **ART. 13 - INDUSTRIAL PROPERTY AND SELECTIVE DISTRIBUTION - LIMITS TO RESALE**

The entering into of these general terms and conditions does not grant, in any way, the purchaser the right to use the VALLELUNGA trademarks and/or other distinguishing signs of the same in any way; their possible use will have to be authorized in advance by VALLELUNGA and expressly disciplined by means of separate deed.

The supplies of the goods received from VALLELUNGA and from its authorized selected sales outlets are intended for installation care of the end user, and another form of resale to additional sales intermediaries other than the end users is not permitted, unless authorized in advance in writing by VALLELUNGA. The resale of the goods in violation of this restriction must therefore be considered not to be permitted and on the same footing as the unlawful use of the industrial and intellectual property rights of VALLELUNGA, with the right of the same VALLELUNGA to request attachment care of the same holder. It is understood that VALLELUNGA reserves itself the right to takes steps before the courts vis-à-vis whomever is involved in unauthorized resales.

## **ART. 14 – NOTE PURSUANT TO AND IN ACCORDANCE WITH ART. 13 D. LGS N. 196/2003 (CODE ON THE PROTECTION OF PERSONAL DATA)**

In order to provide a complete information, also with regard to the criminal sanctions established by Legislative Decree 231/2007, the buyer is required to read the information provided on the website, <http://www.vallelungacer.it>, at the following link "<http://www.vallelungacer.it/privacy-policy/>".