

GENERAL CONDITIONS OF SALE

1. Conclusion of the contract.

The offers made to the buyer by agents, marketing agents or other intermediaries and the order proposals sent by them to Kerakoll s.p.a. shall not be considered binding for Kerakoll s.p.a. until such time as the purchase order has been accepted in writing.

2. Products.

The descriptions and/or images of products shown on web sites, brochures, catalogues, price lists or similar Kerakoll s.p.a. documents are merely an approximate illustration. As a result, they do not represent the final aesthetic results of the products themselves. The technical characteristics and qualities of products are indicated only in the Kerakoll s.p.a. technical data sheets.

Kerakoll s.p.a. declares that the products comply with Italian and EC regulations for the applicable sectors. Penalty invalidation of the warranty under art. 7 and of any other conventional and/or legal warranty, each product must be used and applied in compliance with the indications for use provided by Kerakoll s.p.a. with reference to the product in question and indicated in the technical data sheets, or communicated or made accessible in other ways by Kerakoll s.p.a. to the buyer, and in any case in compliance with the normal due diligence required by the nature of the products themselves.

The buyer is responsible for ensuring that the products are suitable for the purpose and/or specific use for which they are to be purchased.

The buyer shall be required to inform the buyers of the products and third parties of the product characteristics and indications for use and application thereof, according to the indications provided him/her by Kerakoll s.p.a. Without prejudice to the above, the buyer will be solely responsible for declarations made to third parties in relation to the products, their characteristics and their use and/or application.

In the case of dangerous products, Kerakoll s.p.a. guarantees that the products sold are labelled according to EC regulation 1272/2008 (CLP).

3. Terms of delivery – Force majeure

The delivery term starts on the date in which the contract is concluded and, unless expressly indicated otherwise in writing, is to be considered merely indicative and not essential. If the delivery term is expressed in days, these are intended to refer to working days based on the Italian calendar. Any force majeure event shall suspend the period of the term for as long as the event itself lasts. Should it not be possible to execute the contract within the 60 days following the agreed term, as a result of force majeure events, either of the two parties will be entitled to withdraw from the contract itself, without prejudice to the right to mutual indemnification or compensation. Kerakoll s.p.a. shall not be considered liable in any way for damages deriving from delayed delivery or failure to deliver (in full or in part), except in cases of wilful misconduct or gross negligence.

4. Transport.

In the case of collection by the buyer (delivery EXW), the responsibility for the goods, once they have been collected from the warehouse, is assigned to the buyer. It is the duty of the buyer's shipping agent to check during loading to ensure that the goods are undamaged and that the items loaded correspond to the ones listed in the shipping document. Insurance for the goods shall be the responsibility of the buyer, who shall make any claims against the shipping agent assigned by him/her.

On receipt of the goods, the buyer shall be responsible for reporting any damage to the packaging and/or any products that have been damaged or gone missing during transport, by entering a written reservation in the shipping document. The buyer shall also be responsible for:

- a) having the carrier confirm the reservation, by signing it; and
- b) informing Kerakoll s.p.a. immediately, by sending a copy of said document within 8 days of receipt of the products.

Failure to do so means that Kerakoll s.p.a. will not be held liable for any damage, loss or theft that may have occurred to the products during transport, even when said transport was carried out fully or partially at the risk of the seller.

5. Payment.

Payment is to be made to the administrative headquarters of the seller in Sassuolo (MO), Via dell'Artigianato 9, also in the event that bills of exchange or bank drafts are issued; any waivers shall only be valid if granted by us in writing. Any delay in payment shall entitle Kerakoll s.p.a. to terminate the contracts in force or to suspend delivery of the goods or require payment in advance, also with regard to other contracts, together with the right to recover expenses and request compensation for any damages, without entitling the buyer to make any requests, claim any compensation or take other action. Furthermore, any delay in payment will result in the immediate charge of interest, without prior notice of default.

6. Return of undue payments.

Except in cases of invalidation, cancellation and termination of the contract, the buyer shall not be entitled to suspend or delay payment for any reason, including claimed faults or non conformity of the products, without prejudice to the right to obtain reimbursement of the amounts paid unduly.

7. Warranty and Claims.

Claims relating to the quality and quantity of the goods sold must be notified in writing within the terms set by art. 1495 of the Italian Civil Code. In the event of obvious faults or defects, formal claims must be made within eight days of delivery. Claims made in a different form and/or beyond the terms will not be considered. Validly made claims relating to all or part of the goods supplied shall not entitle the buyer to cancel the order, as the responsibility of Kerakoll s.p.a. is limited, in any event, to replacement of the goods indicated in the claim, at the same conditions, with any compensation for damages being excluded. More specifically, Kerakoll s.p.a. shall not be held liable in any way for indirect damages, non-limiting of examples of which may be loss of income, loss of production, damage to commercial reputation or image. Each buyer will be responsible for ensuring that the Kerakoll s.p.a. products ordered and used are suitable for the use to which they are put. Kerakoll s.p.a. guarantees compliance of its products with current regulations. The buyer is solely responsible for using and employing the products properly. No liability shall be assigned to Kerakoll s.p.a. for the incorrect, unsuitable or improper use of the products and for the consequent inadequate or unsatisfactory result. Any advice and/or instructions on the methods of using or employing the products, provided in any way by associates and/or staff, fall under the activities illustrating the qualities and characteristics of the products themselves, without in any way resulting in the issue - either implicit or explicit - of warranties and/or assumptions of liability by Kerakoll s.p.a., regarding the final result of the operation and/or of the work in which the products have been used. Kerakoll s.p.a. does not provide any warranty: a) if the existence of the faults has not been notified to Kerakoll s.p.a. during the warranty period; b) if the fault in the product or the damage to the structure on which is laid are due to an error in application or to poor maintenance, failure to follow the instructions provided by Kerakoll s.p.a., abnormal temperature conditions, contamination by other products, the fact that the product has become dirty or any of the other possibilities envisaged by the Kerakoll s.p.a. technical literature; c) if the fault is a consequence of inadequate planning. Finally, Kerakoll s.p.a. shall not be required to reimburse the costs sustained by the buyer to repair any defect in the product, unless prior written consent for the operation has been given by Kerakoll s.p.a., with approval of the relevant costs.

8. Applicable law and competent court.

Contracts are regulated and interpreted on the basis of Italian law. The court of Modena (Italy) shall be the sole court of competent jurisdiction.

9. Validity of the general conditions.

These general conditions of sale cancel and replace any and all other written condition, indicated or mentioned in Kerakoll s.p.a.'s offers, quotes and order confirmations. Any changes to or departures from these general conditions of sale shall only be valid if expressly approved in writing by Kerakoll s.p.a.