

GENERAL TERMS AND CONDITIONS OF SALE

GENERAL

Sales contracts established between Marmi Ghirardi s.r.l. and customers are governed by Italian Law and the following general conditions of sale.

In these Conditions the word "Vendor" means Marmi Ghirardi s.r.l., and "Purchaser" means the customer.

Any derogation from these conditions and special conditions can be agreed in writing.

Any contractual conditions of the Purchaser will not apply, unless explicitly accepted in writing by the Vendor.

The general terms and conditions of sale shown below are not to be construed purely as style clauses; they are effective and clearly reflect the Parties' negotiating will.

If any part of a clause becomes null and void, this does not entail the invalidity of the entire clause, and the total invalidity of individual clauses will not lead to the invalidity of the entire supply agreement.

1. EXECUTION AND MODIFICATION OF THE AGREEMENT

1.1 The contract is deemed executed when the proposal of one of the Parties is accepted in writing by the other.

1.2 Unless specified otherwise, the Vendor's proposal is valid for 30 days; acceptance by the Purchaser after 30 days requires a confirmation by the Vendor.

1.3 If the Vendor's proposal is accepted with the changes made by the Purchaser, the contract is executed with the Vendor's acceptance of the Purchaser's counter-proposal.

1.4 Any subsequent changes made by the Purchaser after execution of the contract will entail a modification of the contract only if the changes are accepted in writing by the Vendor.

2. DELIVERY TERM

2.1 The delivery term indicated in the contract is merely indicative and not of essence, and it only refers to working days.

2.2 The Vendor is held harmless from any liability for delays in the delivery.

2.3 The delivery term can be extended for a period corresponding to the duration of any impediment due to causes beyond the Vendor's control, such as strikes of any kind, fire, flooding, lack of motive power, unforeseeable lack or shortage of raw materials, breakdown and casualties at the Vendor's production plant, and other impediments independent of the Parties' will make delivery temporarily impossible or excessively burdensome.

2.4 If, after placing the order and executing the contract, the Purchaser requests changes to the ordered products, the delivery term will be automatically extended for the period reasonably necessary for the Vendor to make such changes.

2.5 The delivery term is extended if the Vendor is not in a position to guarantee the Purchaser against defects and faults of the goods sold or offer the goods of the agreed quality.

3. PRICES

3.1 Unless agreed otherwise, product prices are quoted ex-works (EXW), with transport costs to be paid by the Purchaser; prices are quoted net of VAT and packaging costs, unless specified otherwise; special treatments and anything else not explicitly mentioned in the offer are also excluded.

3.2 The price must be paid in full upon execution of the contract and the processing of the goods ordered will start only after receipt of payment.

3.3 The price and any other sum due for any reason must be paid at the Vendor's domicile.

3.4 If it is agreed that the payment is made by bank, the Purchaser authorizes the Vendor from now on to issue payment instruments at the Purchaser's expense; the payment is considered to have been made on the actual date the sum is credited on the Vendor's bank account and the Purchaser is deemed liable for any delay in crediting the sum beyond the agreed payment date.

3.5 If payment by instalments is agreed, the Purchaser shall pay exactly at the agreed deadlines: the processing will start only after the agreed down payment has been made.

3.6 Failure to comply with the agreed payment terms will result in forfeiture of the benefit of the term, with the consequent right of the Vendor to demand immediate payment of the entire remaining amount.

3.7 Failure to pay within the agreed terms, the Vendor reserves the right not to deliver the goods – including any additional orders and different products – until full settlement, unless the Vendor decides to terminate the contract and retain the amounts paid by the Purchaser until then as compensation for damages, subject to the right to claim compensation for further damages suffered.

3.8 In the event of late payment, the default interest provided for by Italian Legislative Decree 231/2002 will be applied as from the due date, including the residual price to be paid, which entails the forfeiture of the benefit of the term.

3.9 Except for the cases specified below, the agreed price is firm up until the delivery term indicated in the contract.

3.10 If during the execution of the contract, the Purchaser requests to postpone the delivery term, the Purchaser agrees that the Vendor increases the price as a result of changes to be made in the internal production process (e.g. higher warehousing, storage and handling costs) and the market situation (e.g. higher cost of raw materials).

4. GUARANTEES AND CHANGES IN CORPORATE EQUITY

4.1 Pursuant to art. 1461 of the Italian Civil Code, the execution of the contract may be suspended at any time in the event of a change in the Purchaser's corporate equity, including the case in which the Purchaser is declared bankrupt or is subjected to insolvency proceedings, enforcement procedures or protests.

4.2 The Vendor may request appropriate payment guarantees, in which case failure to provide the guarantees required will constitute a reason for contract termination pursuant to art. 1456 of the Italian Civil Code.

The decision to terminate the contract will be communicated by the Vendor to the Purchaser by recorded delivery with return receipt or by sending a certified email message (CEM).

5. PRODUCT CHARACTERISTICS

5.1 Natural stone has colour and grain variations due to its structure. These variations are part of the stone's characteristics, and bestow it with the iconic, high quality typical of each piece of stone.

As a result, the colour, surface structure and other descriptive information of the various types of stone in catalogues, advertisements, illustrations and price lists are to be taken as approximate and represent no obligation between the Parties, other than as expressly set out in supply agreements.

5.2 The Purchaser acknowledges that these variations are consistent with the structure of natural stone.

5.3 If stone is sold based on samples, this is purely to provide an idea of the material type and its quality, in accordance with article 1522 of the Italian civil code. The Purchaser therefore accepts that the material provided may differ in colour, grain, surface finish and level of sheen compared with samples.

6. SUPPLY

6.1 When items of an irregular shape are provided (not parallelepiped), the price per square metre is calculated on the basis of the largest rectangle.

6.2 Stone items may require amendments and refinements when being installed. These operations must be carried out by the fitter carrying out the installation and are the responsibility of the Purchaser, with no charge billed to the Vendor.

6.3 The values and quantities indicated in the contract may undergo changes during installation, due to differences between measurements indicated in the quote and the actual measurement of locations, resulting in an increase in the final payment if more material is required.

6.4 The dimensions (thickness, width, length) of the product provided are subject to the tolerances stipulated by the relevant European standards.

6.5 In the case of supplies with installation, the permitted tolerance of levels and plumb values set by the purchaser is as follows: +/- 3 mm every 4 metres of length on sub-bases and ± 2 mm every 3 metres of height on walls.

6.5.1. If the tolerance level is exceeded, installation will be suspended until the Purchaser restores the values required, which must be implemented within seven days of the notification.

6.5.2. If the correct tolerance levels are not in place for the installation, the Purchaser shall still be held to pay the Vendor the amount due under the terms of the contract.

6.5.3. The Vendor reserves the right to charge for work stoppages and other related costs.

6.5.4. If it is agreed that the required tolerance levels are restored by the Vendor, the Purchaser shall be responsible for the costs to do so.

7 TRANSFER OF TITLE AND DELIVERY

7.1 Title to the goods is transferred to the Purchaser when the Vendor delivers the goods ordered, i.e. the time at which all risks for damage or loss of the goods sold not attributable to the Vendor, including transport risks, are transferred to the Purchaser.

7.2 The goods are delivered ex-works (EXW), and the Vendor is relieved from the obligation to deliver the goods by making them available to the Purchaser, by informing the latter (at the email address indicated by the Purchaser) of the place where the goods are ready for collection; from then on, the Purchaser is required to pay any outstanding amount.

7.3 The Purchaser is required to collect the goods even in the case of partial deliveries or when the goods are delivered on a date other than that established in the contract.

7.4 If the goods are not collected within ten (10) days of the Vendor's communication, the Purchaser will bear all the expenses arising from the storage in the warehouse and handling of the goods.

7.5 Transport costs and risks are borne by the Purchaser even when it is agreed that the shipment is organised, directly or indirectly, by the Vendor.

7.6 In the case of delivery and installation of the goods, the Purchaser shall, unless otherwise specified: unload the goods from the lorry using a crane or forklift truck and make it available near the laying area, handle the goods, provide the supply of water and electricity, labour, consumables and landfill disposal.

8 RESPONSIBILITY

8.1. The Vendor undertakes to deliver products that are free from such flaws and defects so as to render the goods unsuitable for the intended use stated by the Purchaser to the Vendor.

8.2 The Purchaser is required to examine the goods accurately upon their receipt, and the delivery is considered recognized and accepted by the Purchaser in terms of quantity and quality at that time.

8.3 The Purchaser forfeits the right to the warranty for any obvious defects or lack of quality found after eight days of delivery, or of the discovery of any hidden defects. The complaint must be reported by registered letter with advice of receipt or via certified e-mail, and must provide a detailed description and analysis of the defects found.

8.4 The Purchaser forfeits the warranty if it does not allow the Vendor to ascertain the defect or, if the Vendor has asked the Purchaser to return the disputed goods within the mandatory term of 8 (eight) days from the written request sent by the Vendor.

8.5 If the defects or lack of quality regularly complained is verified, the Purchaser shall accept that the Vendor, at its own discretion, repairs or replaces all or part of the disputed product under the warranty, or reduce the price by an amount equal to the loss of value of the goods due to the complained defect or lack of quality.

8.6 If the goods are replaced or repaired, the Purchaser shall not raise any claims of compensation for damages, price reductions or terminate the contract.

8.7 If the price reduction is agreed, the Purchaser shall not raise any claims of compensation for damages or terminate the contract and, if the price has already been paid in full, the Vendor shall reimburse the difference to the Purchaser.

9 APPLICABLE LAW AND JURISDICTION

Any disputes arising out of or in connection with the contract shall be settled by an Italian judge and the court of Brescia has sole jurisdiction.

Place and date _____

Signature _____

SPECIFIC APPROVAL OF DEROGATION CLAUSES

Pursuant to art. 1341 of the Italian Civil Code, the Purchaser declares to explicitly approve the following clauses: 2.1 (delivery term); 3.7 (failure to pay instalments); 3.10 (price increase); 5.2 (changes to product characteristics); 8.3 (collection of goods); 8.4 (warranty forfeiture); 8.5 (guarantee for defects and lack of quality); 8.6 and 8.7 (limited warranty); 9 (applicable law and jurisdiction).

Place and date _____

Signature _____

DECLARATION OF RECEIPT AND ACCEPTANCE OF THE NOTICE ON THE PROCESSING OF PERSONAL DATA

- ❖ **(If natural person)** I, the undersigned _____
- ❖ **(If legal person)** I, the undersigned _____ in my capacity as legal representative of the company

hereby acknowledge receipt of the privacy notice issued by Marmi Ghirardi s.r.l, pursuant to art.13 and 14 of the GDPR 679/2016, and freely and voluntarily give my consent, where requested, for the purposes specified herein, to process my personal data and disclose it any subjects that may require it comply with the obligations connected with the task assigned, and hereby hold Marmi Ghirardi s.r.l. harmless from any burden and responsibility resulting from such processing.

Place and date _____

Signature _____

DATA PROCESSING FOR MARKETING PURPOSES

The data subject declares to have read the Privacy Notice issued by Marmi Ghirardi srl pursuant to arts. 13 and 14 of the GDPR and expresses its explicit, free and informed consent to the processing of his/her personal data by all means, including electronic means, to:

- send communications regarding products and/or services, promotional activities and initiatives (e.g. events, fairs and exhibitions), through different media.

YES

NO

Place and date _____

signature _____