

# GENERAL SALES CONDITIONS

## 1 - Application

1.1. These general conditions (hereinafter the "CONDITIONS") shall govern all contracts to be entered into between METEM SRL (hereinafter the "SELLER") and the buyer, to whom this quotation is addressed (hereinafter the "BUYER") for the sale of the SELLER's products (hereinafter "PRODUCTS"). Any amendments or changes to these CONDITIONS shall not be valid unless expressly accepted by the SELLER in writing and shall only apply for the individual sales they refer to. Therefore, any provision included in the BUYER's purchase order or any other document, which is in conflict with or in addition to these CONDITIONS, shall be deemed as invalid and unenforceable unless the SELLER expressly agrees to it in writing. If one or more parts of these CONDITIONS or of the contracts that include them are invalid, the general CONDITIONS will still be valid; the invalid parts will be replaced with agreements that meet as close as possible the original intent of the parties.

1.2. It is understood that neither these general CONDITIONS nor any sale contracts shall grant the BUYER any rights or license to the SELLER's trademarks or other intellectual or industrial property rights. The BUYER agrees not to cancel, remove or damage any trademarks or signs or logos affixed by the SELLER on the PRODUCTS.

## 2 – Sale contract – Delivery of the Products

2.1. A sale contract shall be deemed as concluded when the SELLER emits written confirmation of the BUYER's purchase order. This is valid even if the sale contract is proposed to the BUYER by third parties.

2.2. The orders not confirmed in writing cannot be considered as accepted, unless the implicit confirmation by the MANUFACTURER in case of shipping or delivery of the PRODUCTS. The partial delivery of ordered PRODUCTS does not imply the acceptance of the entire order, but only of that part of PRODUCTS actually delivered.

2.3. The SELLER retains title on the PRODUCTS delivered until the SELLER receives payment of the full price thereof. However, all risks on the PRODUCTS shall pass to the BUYER at the time of their FCA delivery.

2.4. Unless otherwise agreed upon in writing, and mentioned in the SELLER's order confirmation, deliveries of Products to the BUYER shall be made "FCA" (Free Carrier) at the Seller's warehouse in Via G. Gonella, 8 – 31038 Postioma di Paese (TV) – ITALY. The term "FCA" (Free Carrier) as used in these General CONDITIONS, as well as any other delivery term that may be agreed upon between SELLER and BUYER, shall be interpreted and construed in accordance with the INCOTERMS® of the International Chamber of Commerce (ICC) as in force on the date the sale agreement is entered into.

2.5. If the SELLER expects not to be able to deliver the PRODUCTS on the agreed delivery date, he shall promptly inform the BUYER in writing, specifying, insofar as possible, the expected delivery date. It is understood that, in case of delivery is delayed

for more that 6 (six) weeks due to the SELLER's fault, the BUYER may terminate the sale contract with regard to the PRODUCTS whose delivery is delayed, with 10 days' prior written notice to the SELLER. Any SELLER's liability for damages in hereby expressly excluded in case of failed or delayed delivery of Products, except when due to the SELLER's willful or grossly negligent conduct.

### **3 – Product features – Warranty - Complaints**

3.1. Any PRODUCT-related information or data which may be included in catalogues, price-lists, brochures, websites or other similar documents, are not binding on the SELLER unless they are expressly referred to by the sale contract. The SELLER may bring any changes to the PRODUCTS as deemed necessary or appropriate, without altering their essential features.

3.2. The representations of the PRODUCTS on brochures and other advertising materials made by the SELLER has to be considered as illustrative and do not necessarily represents the final aesthetic result of the represented PRODUCTS.

3.3. The SELLER guarantees the good quality and the absence of defects in the supplied PRODUCTS. The guarantee is not applicable to products classified as 2nd choice, used, end of series or special lots.

3.4. The SELLER is not responsible for defects and/or anomalies caused by the improper use by the BUYER and/or its assignees and not due to the quality of the PRODUCTS themselves. The SELLER does not accept complaints or claims related to the situations described above.

3.5. Any complaints have to be notified in writing to the SELLER within 15 days from the delivery of the goods. For hidden defects the term of notification is 15 days after the discovery of the defect. In any case the SELLER does not account for defects that are reported after 12 months from the delivery to the first BUYER of the PRODUCTS.

3.6. Any complaints relating to packaging, quantity, number or other exterior features of PRODUCTS (apparent defects) shall be notified to the SELLER in writing not later than 15 days of receipt of the PRODUCTS, otherwise the BUYER's right shall be forfeited. Furthermore, in case of shortages or damages in packaging or other exterior defects, the BUYER shall specify his reservations to the carrier in writing.

3.7. For PRODUCTS that require installation, the warranty is applicable only for defects found in products not yet installed. For any hidden defect detectable only after the installation, the SELLER has to verify the correct installation, workmanlike (as reported in the technical sheets and installation instructions of the PRODUCTS), in order to apply the the warranty.

3.8. The SELLER agrees to remedy any PRODUCTS lack of conformity with the agreed specifications, for which the SELLER is responsible, occurring within 12 (twelve) months from the date of delivery of the PRODUCTS to the BUYER, provided that such lack of conformity is promptly notified in writing to the SELLER within 15 (fifteen) days of discovery of the defect and not later than the expiry date of such warranty. The SELLER shall, at his choice, replace or repair any PRODUCTS or parts proven defective.

3.9. The SELLER's obligations as described in the foregoing Article 3.8 shall replace and exclude any other warranties and responsibilities provided for by the applicable laws and shall constitute the sole remedies available to the BUYER. Any other SELLER's responsibility or liability, whether in contract, in tort or for whatever cause or legal ground, in any way arising from the PRODUCT and/or from the sale thereof, are hereby expressly excluded except in case of SELLER's fraud or gross negligence. The SELLER does not warrant that the PRODUCTS comply with any laws, rules or regulations other than those applicable in Italy and in the European Union, unless it is expressly agreed upon otherwise in writing.

3.10. Any product return has to be authorized by the SELLER in writing and in any case the PRODUCTS have to be delivered at BUYER's expenses to the address indicated by the SELLER. In any case is excluded the refund of charges and/or costs related to the installation, removal and transport of the PRODUCTS. The SELLER's warranty cannot exceed the net value of the contested PRODUCTS.

3.11. The warranty is invalid if:

- a) the installation of the product has not been correctly performed, according to the installation instructions.
- b) the product has been subjected to overloading or to different uses from those reported in the technical sheet.
- c) the product has been in contact with corrosive liquids not mentioned or allowed by the technical sheet.
- d) the product has been subjected to incorrect use.

#### **4 – Prices and payment conditions**

4.1. Unless otherwise agreed, prices are calculated for PRODUCTS packaged according to the industry practices in relation to the chosen transport, FCA delivered, and are exclusive of VAT. Any other costs and expenses shall be at the BUYER's charge. Prices are calculated in Euro currency unless it is expressly agreed otherwise in writing between the parties. It is understood that list prices in force on the quotation date are subject to subsequent changes from time to time, at the SELLER's discretion.

4.2. Unless otherwise agreed, payments shall be made by bank transfer, when the BUYER receives the order confirmation from the SELLER. Payments are considered as made when the sum is credited to the SELLER's bank account within 3 working days from the emission of the order confirmation made by the SELLER. Any negotiation costs and bank expenses shall be at the BUYER's charge.

4.3. If the purchase price is not paid in full within the agreed term, the SELLER reserves the right to charge interest on the BUYER without placing the BUYER in default, pursuant to the Italian Legislative Decree n. 231/2002 and subsequent amendments, until the date of actual payment, without prejudice to any other remedies available to the SELLER under these general CONDITIONS and/or under the law. In addition, the SELLER may charge on the BUYER any debt collection costs, whether or not collection occurs through court proceedings.

4.4. If the SELLER has reasons to expect that BUYER will be unable or unwilling to pay on the agreed date, the SELLER reserves the right to suspend deliveries, informing the BUYER thereof, until the SELLER receives appropriate guarantees. If such

guarantees are not received within the given deadline, the SELLER may terminate the agreement without prejudice to his right to claim damages.

4.5. Discounts or specific agreements on single supplies have to be considered as valid only if expressly reported in writing in the order confirmation emitted by the SELLER. The BUYER is not entitled to withhold, deduct, reduce or set-off any payments for whatever reason or cause, even in case of claims against the SELLER, unless with the SELLER's prior written consent.

## **5. – Agents**

5.1. The sales agents of the SELLER are not allowed to act in the name and on behalf of the SELLER without specific written permission.

5.2. The orders received by the agents are not binding for the SELLER and have to be expressly accepted in writing by the SELLER himself as described in the foregoing Article 2.1.

## **6 – Title retention**

6.1. The parties agreed that the sales of the PRODUCTS are made with SELLER's title retention until the full payment of the agreed price by the BUYER, in accordance with the Italian Civil Code, art. 1523 and subsequent amendments. The risk of PRODUCTS' losses or damages is held by the BUYER starting from the moment of the FCA delivery of the PRODUCTS.

For sales abroad, in case the PRODUCTS are sold and delivered to third parties before the transfer to the final customer, the title retention of the SELLER is valid even against third parties, where permitted by law.

6.2. In case of BUYER's default, the SELLER can take back the material subjected to title retention without any need of formal notice. The SELLER can also claim credit rights towards third parties which concern the material, when in accordance with the law. The SELLER keeps the possibility of acting in legal way for the compensation of any possible suffered damage.

## **7 – Force majeure**

7.1. The SELLER is not responsible toward the buyer for any non-fulfilment, including but not limited to any of the following events: strike, boycott, lockout, fire, war, civil war, rebellion, revolution, exceptional natural events (earthquakes, flood, etc.), requisition, embargo, energy interruption, delay in supplies of components or raw materials, computer viruses, production plant breakdowns, shipping related issues.

7.2. Each party may suspend performance of its duties under the sale agreement in case such performance is impossible or extremely burdensome due to an unforeseeable event outside that party's control, including but not limited to any of the following events: strike, boycott, lockout, fire, war, civil war, rebellion, revolution, exceptional natural events (earthquakes, flood,

etc.), requisition, embargo, energy interruption, delay in supplies of components or raw materials, computer viruses, production plant breakdowns, shipping related issues. The party affected by any such event, wishing to suspend performance, shall inform the other party immediately of the occurrence and termination of such event. If performance is suspended for more than six weeks due to force majeure, either party shall be entitled to terminate the sale agreement by 10 days' prior written notice to the other.

### **8 – Applicable law - Jurisdiction**

8.1. These general CONDITIONS, as well as any sale agreement entered into by the SELLER and the BUYER, shall be governed by the laws of Italy.

8.2. The court of Treviso (Italy) shall have the exclusive jurisdiction on any and all disputes arising from this general CONDITIONS and/or from any sale agreement entered into between the SELLER and the BUYER.

This document replaces any previous document that has to be considered obsolete if in conflict with the terms and conditions described herein.

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