



## Notes

### GENERAL NOTES

ORDER'S CANCELLATION: For cancellation of orders already delivered to your warehouse in Sassuolo, €3.50 per sqm will be charged as a contribution for transport and reselection costs.

For cancellation of orders lower than 10 sqm or decors or listellos orders, we will apply, however, a fixed surcharge of € 35,00.

ORDER'S SLABS CANCELLATION cm 120x278: For cancellation of orders already delivered to your warehouse in Sassuolo, €5.00 per sqm will be charged as a contribution for transport and reselection costs.

For cancellation of orders lower than 10 sqm we will apply, however, a fixed surcharge of € 50,00.

"CUT" PALLETS: for "cut" orders the following surcharges will be applied: up to 10 cartons € 20,00.

For loose DECORS and SPECIAL PIECES a surcharge of € 20,00 net will be applied.

EPAL PALLET: € 12,00 charge for each EPAL Pallet used in the shipment.

CRATE FOR SLABS: the amount of € 160.00 will be charged for each crate shipped (maximum 18 slabs each crate).

A FRAME FOR SLABS: the amount of € 300.00 will be charged for each a frame shipped (maximum 44 slabs each frame).

"STANDARD UNI EN: the technical characteristics as prescribed by the international standard UNI EN are to be considered valid for first choice material only.

## GENERAL CONDITIONS OF SALE

### 1. CONTRACT REGULATIONS

1.1. These general conditions (hereinafter the "Conditions") are an integral part of all contracts for the sale involving Ceramica Sant'Agostino S.p.A. (hereinafter also referred to as the "Seller"). Except for individual cases where an exemption exists with expressed written agreements signed by the Seller, they will constitute the exclusive regulation for such sales. If one or several parts of these Conditions or the individual contracts including it are found to be invalid, the general or specific conditions shall remain valid in their entirety; invalid parts will be replaced with agreements that are as close as possible to the original intent of the parties.

1.2. The general conditions, whatever they are, reported in the correspondence and/or confirmation of the Buyer, cannot in any case be opposed to those of the Seller or prevail over them.

### 2. OBJECT OF THE SUPPLY

2.1. The supply only includes ceramic tiles, other materials, performance (hereinafter the "Products") in the amounts specified in our order confirmation.

### 3. CONCLUDING THE CONTRACT OF SALE

3.1. The contract is concluded when the offeror or the Buyer becomes aware of the written consent of the other party.

3.2. An order not confirmed in writing, cannot, under any circumstances, be considered accepted unless it is executed by the Seller by shipping or delivering the Products. The partial delivery of the ordered Products does not imply the acceptance of the entire order, but only for the products actually delivered.

3.3. Ceramica Sant'Agostino S.p.A.'s order confirmation shall in any case prevail over the non-compliant text of any offer or order.

3.4. If in order confirmation of Ceramica Sant'Agostino S.p.A. there are discrepancies relating to the various elements it is made up of in relation to agreements or orders, the Buyer has 7 days from receipt of confirmation to complain in writing, after which it is considered accepted as it was written.

### 4. PRICES

4.1. The selling prices of the products are reported in the Seller's price list in force at the time of order confirmation. These prices are not binding and therefore the Seller reserves the right to edit them before accepting the order. In case of contracts of sale with deliveries in batches, the price – unless agreed in writing – will be the one on the price list in force at the time of each delivery.

4.2. For all products intended for international markets prices can be calculated, at the Seller's discretion, in the foreign currency of the destination country or in euros.

4.3. The prices agreed for each individual sale are intended as net prices for delivery ex works unless otherwise agreed in writing.

4.4. If between the date of order (even after the confirmation of the order) and the delivery date there are any increases in the cost of raw materials, labour, fuel, manufacturing, transport, etc., Ceramica Sant'Agostino S.p.A. will increase the agreed price agreed and inform the Buyer in writing also by fax or e-mail.

However, if such price is more than 20% higher than the price agreed at the time of the order, the Buyer may terminate the contract by giving notice to the Seller by registered mail no later than 10 days from receipt of the notice of the price increase. Failing this, the new price will be considered as accepted.

### 5. DELIVERIES

5.1. Unless otherwise agreed in writing, delivery of the Products and return of them in Italy and abroad will be conducted according to the "ex works" formula. This formula, as well as in return formulas that might have been agreed upon in writing as an alternative, refer to "Incoterms" of the International Chamber of Commerce in Paris in the edition in force at the time of sale.

5.2. The carrier that will transport the Products will be appointed by the Buyer.

5.3. Even if the goods are sold "carriage paid" or "free home delivery", the buyer shall bear all risks and responsibility. All of Ceramica Sant'Agostino S.p.A.'s responsibilities cease with delivery to the carrier. After conducting the adequate checks, the Buyer shall address any complaints to the carrier.

### 6. TERMS OF DELIVERY

6.1. The delivery date of the Products must be a favourable date for both parties. The delivery date is meant as purely indicative and not binding: any delays in deliveries, interruptions, total or partial suspension of supplies shall not be entitled to compensation or damages, unless otherwise agreed in writing.

### 7. FORCE MAJEURE

7.1. The Seller shall not be liable to the Buyer for any failure, including failure to deliver the Products or delay, caused by events beyond its reasonable control such as – by way of example – late or non-delivery of processing materials by suppliers, plant breakdowns, strikes and other industrial action, power cuts, transport suspension or difficulties.

### 8. SAMPLES

8.1. The data contained in the documents illustrative of Ceramica Sant'Agostino S.p.A., as well as the features of the samples and models sent by the latter to the buyer, as meant as rough indications. This data is not binding unless they have been expressly mentioned in the offer or the written acceptance of Ceramica Sant'Agostino SpA.

### 9. PAYMENTS

9.1. Each and every obligation of payment between the parties is to be performed at the premises of Ceramica Sant'Agostino S.p.A.

Any payments made to agents, representatives or supporting sales staff of Ceramica Sant'Agostino S.p.A. are not regarded as performed until the sums are received by Ceramica Sant'Agostino S.p.A.

9.2. Unless otherwise agreed, payments are to be made by the Buyer by bank transfer within 30 days of the invoice date. All bank charges and trading costs shall be borne by the Buyer.

However, if there are invoices with amount of Products less than or equal to 1,600.00 euros payable by bank draft, a single bill will be issued. This must be paid within 60 days regardless of normal conditions agreed with the Buyer.

9.3. Any discounts or specific agreements on individual supplies are to be considered valid only if expressly reported in writing in the invoices relating to such supplies.

9.4. There shall be no compensation with any debts, regardless of their origin, due to Ceramica Sant'Agostino S.p.A.

9.5. In case of delays, even partial ones, the Seller shall be entitled to receive, without the need for a formal notice, default interest as established by the Legislative Decree no. 231/2002, as well as any damages.

Furthermore, non-payment or delayed payment, even in part, of invoices for whatever reason, entitles Ceramica Sant'Agostino S.p.A. to demand advance payment for the remaining supplies, without prejudice to any other action.

Non-payment or delayed payment, even in part, of the price within the agreed terms constitutes a cause for termination pursuant to art. 1456 of the Italian Civil Code of the contract it refers to. It also justifies, pursuant to art. 1460 of the Italian Civil Code, the refusal to carry out any further contractual obligations and to cancel any other current orders and the Buyer shall not be able to claim compensation, damages or anything else.

### 10. SOLVE ET REPETE

10.1. No exceptions, complaint or controversy relating to the quality of the merchandise, defects or any other aspect of the contract – except for those related to invalidity, revocability or withdrawal from the contract – will be effective and taken into consideration. Likewise, action can be initiated only after the full payment of the price

### 11. PRODUCT FEATURES, WARRANTIES AND COMPLAINTS

11.1. Ceramic tiles and other ceramic products manufactured by Ceramica Sant'Agostino S.p.A. comply with European UNI EN 14411 and international ISO 13006 standards, applicable to the corresponding product class. For Products sold to professional resellers, they are responsible for the correctness of the technical information provided to end users and/or retail shops. The classification of the product is reported by Ceramica Sant'Agostino S.p.A. on advertising material and/or price lists. The Buyer must therefore use the Products based on the classification provided by the Seller. To make directions for use easier and adapt standard classifications to manufacturing aspects specific to Ceramica Sant'Agostino S.p.A., for all products price lists or catalogues, there are the appropriate wording or symbols indicating the specific use recommended by the Seller.

11.2. Colour differences are not a Product defect, but a characteristic of the specific material baked at high temperatures. The specific frost-resistance requirement only applies to Products expressly guaranteed by the MANUFACTURER with a specific indication on the advertising material and/or price lists. In the absence of such indication, ceramic materials are considered only and exclusively for use indoors or at least in areas protected from the elements. Frost-resistance is guaranteed for two years.

11.3. Ceramic materials with a polished surface can never be used in areas on the ground floor with outdoor access or in rooms with high foot traffic. Polished tiles are also susceptible to a certain slipperiness, especially when they are wet: accordingly, the Seller does not recommend using them in public places. For areas with an high foot traffic, the Buyer must only purchase Products specifically recommended by the Seller for use in public places.

11.4. Images of Products on brochures and other advertising materials of the Seller are only meant for illustrative purposes and do not necessarily represent the final aesthetic result of the installation of the specific product shown.

11.5. The Seller guarantees the good quality and the absence of defects in the Products supplied. The warranty is limited to 1st choice material, with a 5% tolerance. The warranty does not apply to products classified by Ceramica Sant'Agostino for those whose quality is below 1st choice or for end-of-series batches of products sold in bulk and/or reported as special/occasional batches.

11.6. The Seller shall not be liable for any defects and/or faults detected on the Products not due to the quality of the Products themselves, but instead due improper use by buyers and/or those who caused them. In particular, the Seller shall accept complaints or claims related to the above circumstances.

11.7. The Buyer must inspect the merchandise in terms of quality and quantity within a short period of time from receipt and in any event before the merchandise is processed, in order to detect the presence of any obvious defects.

Without prejudice to the limits of acceptability of the international standard EN14411 (ISO 13006), the Parties recognise as obvious defects, any faults (and not intentional effects) in the products already noticeable at the time of their receipt that render the material unfit for use or significantly reduce its value, by way of example but not limited to:

- surface defects (drops, stains, digital stripes, blended tones, out-of-tone, etc.);
- dimensional defects (gauge, flatness, thickness, squareness, straightness of edges);
- structural defects (cracks, chipping, etc.);

Whereas the following are identified as hidden defects (by way of example but not limited to):

- stainability (where the product retains dirt abnormally or is difficult to clean, not due to incorrect installation and/or maintenance);
- different brightness (unintentional and undetectable both during production and before installation, but detectable under grazing light conditions);
- fractures present after installation (not attributable to incorrect cutting and installation).

Material considered to be defective shall not be installed in any case and shall be kept at the disposal of Ceramica Sant'Agostino S.p.A. for the inspections it deems appropriate to carry out; any further action (return, repair or other) shall be authorised in advance in writing by the Seller. Complaints must be transmitted by the Buyer to Ceramica Sant'Agostino S.p.A. in writing within 8 days of delivery of the merchandise. For hidden defects the period is 8 days after the defect is identified. Ceramica Sant'Agostino S.p.A. shall not, under any circumstances, be held liable for defects that are reported after 1 year from the delivery of Products to the Seller's first buyer. This is why, as a specific exception to art. 1519-quinquies of the Italian Civil Code, the reseller may exercise the

right of recourse against the Seller exclusively within the period of 1 year from delivery of the Products.

11.8. In general, the warranty only applies to defects found in products that have not been installed yet. For any hidden defects that can be identified only after installation, for the purposes of applying the warranty, the Seller must however assess whether the installation was performed professionally (according to national installation codes or in accordance with ISO –European installation standards).

This warranty of the Seller shall be deemed to be excluded in cases where the defects and faults are not attributable to the manufacturing process and derive from the processing of the product itself, such as those resulting from drilling, shaping and/or cutting etc. not performed in accordance with the criteria of good/correct installation.

11.9. The Seller's warranty is limited to the replacement of defective products with other products of the same type without flaws, plus transportation. Other charges and/or costs shall not be refunded, namely costs to demolish and re-install the Products, loss of profit due to interruption of business, inconveniences, indirect damage, etc. The presence of defective tiles does not affect the quality of the entire supply nor involves the obligation to replace them all. In any case, the Seller's warranty shall not exceed five times the value of the material involved in the complaint, with an absolute maximum of 10,000.00 (ten thousand) euros.

11.10. The Seller shall not be held liable for any claims caused by a classification of the ceramic material by control bodies and/or certifications other than those of standard UN EN 14411. Any technical expertise requested by the Buyer must necessarily be based on the compliance of the material sold to the technical specifications given by the Seller in force in Italy.

11.11. To be able to inspect the merchandise received, the Buyer must immediately notify the seller of the decree to appoint the expert and give the seller time to intervene during the inspection.

11.12. Any complaints made regarding material shall not entitle the Buyer to suspend or delay all or part of the payment for the agreed terms pursuant to clause 10.

11.13. If the complaint proves to be unfounded, the Buyer shall refund Ceramica Sant'Agostino SpA with all expenses incurred during the assessment (travelling costs, inspections, etc.).

### **12. TITLE RETENTION**

12.1. Is agreed between the parties that the sale of the Products shall be made with reservation of title in favour of the Seller until full payment of the agreed price in accordance with art. 1523 and following of the Italian Civil Code. However, the risk of loss of the merchandise passes to the Buyer from when the Products are handed over to the carrier.

For sales abroad, if the merchandise is sold and delivered to third parties before the change of ownership, as part of the ordinary business relations of the Buyer, the retention of title in favour of the Seller remains even against third parties where permitted by law.

12.2. In case of default of the Buyer, the Seller may, without the need for any formality, including a formal notice, collect all the merchandise subject to retention of title and if necessary, if the law allows so, any negotiable instruments towards associated third parties, subject to any further appropriate remedy in court for the damage incurred.

### **13. AGENTS**

13.1. The Seller's agents promote sales and are not allowed to act in the name and on behalf of the Seller unless specifically authorised in writing.

13.2. Orders sent by agents are not binding on the Seller and must be expressly accepted in writing by Seller.

13.3. Changes in the general conditions of sale, offers, credits or relieves granted by agents or other intermediaries are not valid unless accepted in writing by the Seller.

### **14. RE-ASSIGNMENT OF THE CONTRACT**

14.1. The Buyer cannot assign its position in the contract or in individual relationships arising from the contract without the written consent of Ceramica Sant'Agostino S.p.A.: in this case, once again the Buyer remains jointly and severally liable with the transferee for the transferred obligations.

### **15. INDUSTRIAL PROPERTY**

15.1. Ceramica Sant'Agostino S.p.A. is the exclusive and legitimate holder of exclusive rights relating to trademarks, drawings, invention patents and models.

15.2. The supplies received by Ceramica Sant'Agostino S.p.A. are designed for installation at the end user's premises. No other form of sale to additional business intermediaries other than end users is permitted without prior authorisation from Ceramica Sant'Agostino S.p.A. The sale of merchandise in violation of this prohibition must therefore be considered as not allowed and treated as abuse of the rights of industrial and intellectual property of Ceramica Sant'Agostino S.p.A., with the right of Ceramica Sant'Agostino S.p.A. to request the seizure by any holder. Ceramica Sant'Agostino S.p.A. reserves the right to take legal action against anyone involved in unauthorised sales.

### **16. APPLICABLE LAW - JURISDICTION**

16.1. The contract is governed by Italian law, including use in the sector Ceramica Sant'Agostino S.p.A. operates in.

16.2. For any controversy arising from the supply contract, both from Ceramica Sant'Agostino S.p.A. and the Buyer, shall be settled by the Court of Ferrara. Ceramica Sant'Agostino SpA may still resort to different judicial authorities.

