

1. **Contractual regulations** – Unless modifications or derogations are made in writing, these general terms govern all sales contracts between us and the purchaser, thus including the contracts concluded by acceptance of the order as well as any future contracts related to the supply of our company's products ordered with subsequent and separate commissions. Even when made on the initiative of our Agents, variations to the general terms of sale, transactions and discounts will only be binding for our company following our written confirmation and will only valid for the contracts to which they refer.
2. **Subject of the supply** – The supply merely includes the services, materials and quantities specified in our acknowledgment of order or in other written confirmations from our company. Should there be any differences in the offer or order, our acknowledgment of order is to be considered the only valid document. Partial fulfilment of the order without our prior acknowledgment does not mean that we have approved the complete order, but rather partial acknowledgment relative to the goods delivered. In this case, reception of the goods shall be equivalent to the purchaser's acceptance of the new contractual provisions.
3. **Acknowledgment of order** – Should there be any differences in the single items in our acknowledgment of order with respect to other agreements or orders, the purchaser who has failed to complain by registered letter sent within ten days of receiving the acknowledgment shall be obliged to accept the acknowledgment as it is.
4. **Deliveries** – Even if sent freight paid or free delivered to the purchaser's premises, the goods travel at the risk and liability of the purchaser itself. All our liability ceases upon delivery of the goods to the carrier. After the purchaser has inspected the goods, any claims should be made to the carrier. Shipments by sea or overland regarding supplies abroad are made on the basis of the conditions chosen for each specific case, as specified in the "INCOTERMS" approved by the International Chamber of Commerce in 1953 and subsequent.
5. **Terms of delivery** – The delivery date established must be mutually acceptable to both parties. Unless specific clauses are introduced, this date is to be considered purely indicative and not binding. If the event that the contract is modified, the delivery date is extended for a period equal to that initially agreed upon. Should any event caused by force majeure occur, the terms of delivery are suspended for as long as that event lasts. If, as a result of events of force majeure, the contract cannot be fulfilled within 60 days of the agreed date, both parties shall be entitled to withdraw from it. In such cases, notification of withdrawal must be sent to the other party by registered letter with return receipt within 10 days after the aforementioned 60 days have expired and any indemnity or compensation is excluded.
6. **Payments** – Payment is to be remitted to our registered office in Sassuolo (MO) even if bills of exchange or bank drafts are issued. Any variation to the aforementioned shall only be valid if approved by us in writing. Delayed payment, even if only partial, of our invoices beyond the stipulated due date, shall entitle us to immediately charge arrears interest at the official rate increased by 6 points. Moreover, non-payment or delayed payment of our invoices for any reason whatsoever, gives us the indisputable right to demand advance payment for the remaining supply, without prejudice to any other action, or to consider the contract suspended or annulled and to annul fulfilment of any other contracts that may be in progress, without this entitling the purchaser to any type of refund or compensation for damages, or other.
7. **Solve et repete** – No exception, save that of nullity, possibility of annulment or withdrawal from the contract, may be raised by the purchaser with the purpose of delaying or avoiding payment.
8. **Reservation of title** – If, owing to contractual agreements, payment is to be fully or partly made after the goods have been delivered, the products delivered remain our property until payment of the total amount due has been made.
9. **Warranty** – Our products are guaranteed to be compliance with the UNI-DIN-EN standards currently in force. Any claims or disputes must, under penalty of nullity, be solely notified to our registered offices of Sassuolo (MO) before the material is installed and in any case, within the terms established by law. Once the material has been installed, claims for both obvious or hidden defects will no longer be valid and implies implicit waiver of the guarantee, as established by art. 1490 of the Italian Civil Code. In any case, our guarantee only covers replacement of material recognized as being defective with the exclusion of all further and different obligation. Claims concerning materials do not entitle the purchaser to suspend or delay all or part of the payment, which must be fulfilled within the stipulated terms, as established in the previous article 7.
10. **Ban on exportation** – Without prejudice to different agreements, the purchaser is forbidden to export the materials we supply to it, or to transfer them to companies or persons for the purpose of exportation.
11. **Arbitration clause** – Except for disputes about payments and the relative admonishing proceedings and ordinary legal proceedings which remain the competence of the Italian legal authorities, any other dispute arising from the conclusion and/or fulfilment and/or termination and/or interpretation of this contract will be referred to a Board of Arbitrators, with one arbitrator nominated by each party and the third by mutual consent or, in the event of disagreement, by the Chairman of the C.C.I.A.A. (Chamber of Commerce) of Models (Italy) upon the request of the more diligent party. The party that intends to begin arbitration proceedings must notify the other party by registered letter containing the name of its chosen arbitrator and his acceptance. The other party must nominate its own arbitrator within fifteen days from the date on which the registered letter notifying the nomination and relative acceptance within the indicated term is received. In default, the first party shall be entitled to request the Chairman of the C.C.I.A.A. (Chamber of Commerce) of Modena (Italy) to nominate the second arbitrator. The party that intends to begin arbitration proceedings must notify the other party by registered letter containing the name of its chosen arbitrator and his acceptance. The arbitral award must be decided within 90 days from the date on which the last arbitrator is accepted. Arbitration shall take place in Modena.
12. **Effectiveness of each condition** - The aforementioned general terms of sale shall absolutely not be considered as merely formal clauses. They are effective and faithfully represent the agreed intentions of the parties.