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## **General Terms and Conditions**

### Application

These General Terms and Conditions shall govern the conclusion and performance of every contract of sale and service. They apply to all future business relationships, without the need for further communication to the customer. By accepting the contractual proposal of TECNORIVEST SRL, the customer also accepts the General Conditions, which become binding.

### Completion of the sale/purchase/service contract

Unless otherwise specified, the proposals of TECNORIVEST SRL are valid for 30 days. Once the customer has accepted the proposal, the negotiation is considered concluded.

### Delivery terms, discrepancies in the quantities ordered, verification of the products delivered.

The customer is informed that the quantities delivered may deviate by up to 15% from those stated in the order and reference confirmation, without this constituting a breach of contractual agreements. Invoicing shall be based on the quantity actually delivered.

The terms of supply of products/services of TECNORIVEST SRL, are not to be considered binding. TECNORIVEST SRL is not responsible for delays due to force majeure, fortuitous causes (breakdowns in the production plants) or caused by third parties or by the customer himself.

The customer is obliged to check the purchased products when unloading them from the means of transport, to verify the existence of any damage caused by transport.

Any damage to the products or their packaging may only be contested if noted on the consignment note, or CMR document, or in its absence, on the delivery note. The customer is obliged to check the products before storing them in the warehouse. Obvious defects of the product (even if not visible from the outer packaging) must be reported within eight (8) days of delivery, by means of an email, to which the waybill/delivery note with detailed description of the damage and photographic documentation of the defects must be attached. In the case of hidden defects, the report shall in any case be made within eight (8) days of their discovery.

### Prices and terms of payment

Unless otherwise agreed in the offer, payment of the agreed price for products and/or services shall be made within 30 days from the date of delivery. Payment shall also be due if the ordered goods are not collected on the agreed collection date. Any disputes or claims of any kind shall not entitle the customer to suspend or delay the agreed payments. The customer has no right to assert exceptions or take legal action against TECNORIVEST SRL, before having completed the payment of the products/services received, including those that are the subject of a claim.

If the customer does not provide for the payment of the agreed price within the agreed terms, TECNORIVEST SRL shall notify in writing the termination of the contract for non-fulfilment of the counterpart.

After the agreed deadline for payment, interest will be charged, based on the European Euribor 6 months index + 7%, in addition to any other expenses incurred by TECNORIVEST SRL for the collection of the credit.

### Legal and contractual guarantees of the manufacturer

The products of TECNORIVEST SRL fall within the scope of flooring accessories and interior decoration; only exceptionally they can be sold for other uses.

TECNORIVEST SRL is liable for possible damages according to the law. After having ascertained the existence of the contested defect, TECNORIVEST can decide, based on a fair evaluation, to replace the defective products or reduce

the agreed price. It is also the exclusive right of TECNORIVEST SRL to carry out an on-site inspection of the contested products or to ask for their return. The products object of the complaint can be returned only upon explicit authorization by TECNORIVEST SRL, who will take charge of the return expenses and those of the eventual return of the products in substitution, exclusively at the customer's premises.

The responsibility of TECNORIVEST SRL is limited to the guarantee of the material supplied, intended as replacement of the defective products, or otherwise return or reduction of the price paid; all responsibilities for direct and indirect damages are therefore excluded, including the loss of profit.

In case of replacement of the defective product, TECNORIVEST SRL reserves a maximum time of sixty (60) days for the production and the return of the material.

#### Reservation of property

The sold products remain property of TECNORIVEST SRL until their full payment.

In case of behavior contrary to the established contractual terms, specifically in case of delay in payment, TECNORIVEST SRL can provide for the withdrawal of the goods, at the customer's warehouses. The exercise of this right determines the withdrawal from the contract, unless otherwise established in writing.

Transport costs and any customs clearance for the collection of goods shall be borne by the customer.

The customer can resell the products according to the ordinary forms of negotiation but, assigns to TECNORIVEST SRL, At the moment of the conclusion of the sales contract, all future claims up to the amount of the value of the supply, VAT included.

The customer is authorized to collect the credit even after the transfer of the same. This does not affect the right of TECNORIVEST SRL to proceed to the collection on its own initiative. TECNORIVEST SRL cannot exercise the before mentioned right, if the customer fulfils his payment obligations, according to the agreed due dates, does not file for bankruptcy, liquidation of the company, dissolution of the company and in any case as long as he does not proceed to the extinction of the entrepreneurial activity.

Otherwise, TECNORIVEST SRL may demand to have all information regarding the assigned receivables and respective debtors as well as the release of the documents necessary for collection and that third party debtors are informed of the assignment.

#### License conditions for digital content

Unless otherwise agreed, the use of all digital contents (photos, technical drawings, etc..) owned by TECNORIVEST SRL, is not allowed.

The possible license to use the digital contents is not transferable nor assignable to third parties, without prior written consent of TECNORIVEST SRL. Any use made by the client of such contents must be finalized to his own marketing for the promotion of TECNORIVEST SRL's products.

#### Applicable law - Exclusive jurisdiction

For the present general conditions of sale and all the respective legal relationships between TECNORIVEST SRL and the customer is applicable the Italian law. The exclusive place of jurisdiction for eventual disputes is the Court of Ancona.