Italcer S.p.A. SB – GENERAL CONDITIONS OF SALE

Italcer S.p.A. SB ("**Italcer**") reserves the right to modify the information and technical specifications contained in the catalogue ("**Catalogue**") and on the website **Ceramica Rondine** (the "**Website**") (including all downloadable documents and catalogues) at any time, as these are not legally binding. The weights, colours and sizes of the ceramic products sold (the "**Products**") may vary due to the particular manufacturing processes involved. While Italcer strives to ensure that the colours and aesthetic characteristics of its Products are as accurate as possible, there may be some variation due to the limitations of virtual reproduction. Italcer believes the information and the technical specifications in this Catalogue to be accurate; however, it does not exclude the possibility of material errors. Buyers ("**Buyers**") are advised to check and confirm all details with their relevant agents or sales representatives.

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1. PRODUCTS AND WARRANTY:

a. Due to the high firing temperatures, variations in tone and gauge may occur to the Products. Differences in the indicated dimensions are therefore allowed and accepted by the Buyer, provided they do not exceed the tolerance limits specified by the UNI-EN-ISO 14411 standards, with the exception of certain categories of Products which, because they reflect traditional craftsmanship processes, intentionally displaying irregularities and variations in size that are deliberately sought, are not subject to the application of the aforesaid standards (by way of example but not limited to the Products of the "Brick" collections).
b. With the exception of the foregoing, Italcer warrants that its Products comply with currently valid UNI-EN-ISO 14411 standards. The warranty is limited to first-choice materials only. Second- and third-choice Products, occasional batches and Products that are already out of production shall be deemed to be sold "as is", without any possibility of subsequent claims.
c. The colours of the Products presented in samples are to be deemed purely indicative. Variations in colour, shade or surface are inherent in the material itself, the characteristics of the production cycles and the raw materials used. Customers are advised to mix Products from different boxes and follow the installation instructions provided on the Website.
d. Decorations and special pieces may differ in shade from the background.
e. Italcer disclaims liability for any sanding or polishing work performed by customers after the Products have been delivered.

2. ORDERS:

a. Any orders submitted to Italcer by the Buyer, its representative or appointed agents shall always be deemed accepted subject to approval by Italcer's management.
b. All orders, including verbal orders, unless otherwise agreed in writing, are always to be considered accepted by Italcer under these general terms and conditions, without the need to refer to such terms and conditions. In the absence of precise written exceptions, the Buyer shall be deemed to have fully agreed to all general terms and conditions of sale.

c. In the event of force majeure circumstances, Italcer shall be entitled to partially or fully withdraw from the contract of sale.

3. PRICES:

a. Prices are for Products delivered EXW (Incoterms 2020) from the warehouse indicated by Italcer from time to time, excluding VAT.
b. Packaging costs are indicated on the relevant price list and may vary based on the type of packaging.

4. DELIVERY:

a. The delivery terms agreed with Italcer are to be understood as purely indicative and not binding for Italcer. Any delays in delivery shall never entitle the Buyer to cancel the contract, or claim compensation for any direct or indirect damages, with no exceptions.
b. Italcer reserves the right to make reasonable partial deliveries.
c. The Products are deemed to be purchased by the Buyer EXW (Incoterms 2020) at the warehouse indicated by Italcer from time to time. The Products always travel at the Buyer's risk, even if the price is carriage free.
d. The Buyer shall be obliged to collect the Products within 2 (two) working days from the receipt of the notice of the Products being ready for pickup – to be sent by Italcer. If 60 (sixty) days have passed from the date indicated as " Products ready for pick up" without the Buyer having collected them, the sales contract will be considered automatically terminated pursuant to art. 1456 of Italian Civil Code and Italcer reserves the right to cancel the order and to charge the Buyer:
   (i) for standard Products: between a minimum of 20% and a maximum of 50% of the value of the Products, as compensation for handling and management costs;
   (ii) for Custom Made Products: 100% of the sales value of the Products, in addition to handling and disposal costs.
e. Upon receipt of the Products, the Buyer must carefully check: (i) that the number of packages delivered matches those ordered and indicated on the transport documents; (ii) the physical condition of the packages, making sure that they have not been tampered with and/or damaged; (iii) for any defects in the Products which are immediately visible upon delivery. In the event of anomalies/defects, the Products shall be marked "accepted with reservation", entering the reason directly on the delivery document. Within 24 (twenty-four) hours from delivery, the Buyer shall also notify Italcer in writing of the anomalies and/or defects found to the following email address claim@gruppoitalcer.it.
   Italcer will not accept any claim in respect of the above unless noted on the delivery document and communicated within the above terms.

5. PAYMENT and RETENTION OF TITLE:

a. Payments shall be made in favour of Italcer, according to the terms agreed upon and set out in the invoice. Payment terms are mandatory and failure to comply with them shall result in the application, on the sum due, of default interest at the rate provided for and established by Legislative Decree no. 231 of 2002, without the need for formal notice of default.

b. In the event of delay in the total or even partial payment of an invoice, Italcer, without prejudice to all its other rights, shall be entitled to suspend further deliveries, even if these were due under other contracts, and also to demand immediate and full payment of all the Products ordered, or to have such payment otherwise guaranteed.
c. It is expressly agreed that the delivered Products shall remain the property of Italcer until full payment of the purchase price by the Buyer. Failure to pay any of the instalments may automatically, without formalities or prior notice, result in the recovery of the Products by Italcer and the Buyer shall be obliged to return such Products without delay. In the event of seizure or any other intervention by third parties on the sold Products, the Buyer shall notify such third parties of the existence of this retention of title clause and promptly inform Italcer in order to enable it to protect its rights.

6. CLAIMS:

a. No claims are accepted for obvious or detectable defects, once the materials have been installed.
b. Hidden defects must be reported to Italcer in writing (claim@gruppoitalcer.it) within 8 days of their discovery and in any case no later than 24 (twenty-four) months from delivery.
c. Without prejudice to the provisions of par. 4 e. above, claims for flaws and defects in the Products must contain:
   (i) product data and batch number;
   (ii) detailed description of the alleged defect;
   (iii) adequate photographic evidence.
d. In the event of a flawed/defective Product, Italcer will replace only those Products that do not conform to the order, with the express exclusion of compensation for all damages, pecuniary or otherwise, suffered directly or indirectly.
e. Claims shall not affect the Buyer's obligation to pay invoices, which must be paid in full and on time.
f. Returned Products shall not be accepted unless authorised in writing by Italcer.

7. JURISDICTION AND APPLICABLE LEGISLATION:

For any dispute, the competent Court shall be that of Reggio Emilia (Italy) and Italian law shall be applicable. However, Italcer reserves the right to take legal action at the competent court of the Buyer's registered office for credit recovery, in which case local laws shall apply.

These general terms and conditions of sale are drawn up in several languages. In case of discrepancies between the different texts, the Italian language shall prevail.