

GENERAL CONDITIONS OF SALE

Rev.3 of 2nd January 2025

1. FINALISATION OF THE CONTRACT

1.1.- **Every sales contract is governed by the following main General Conditions of Sale.** Under no circumstances shall the Seller be bound by any General Contract Terms of the Purchaser, even if they are referred to or incorporated in orders or any other document sent to the Seller, unless expressly accepted in writing by the Seller.

1.2.- **The sales contract shall be considered finalised when: (i) the Purchaser receives the Seller's written confirmation of the order; (ii) in the case of a confirmation sent by the Seller containing terms differing from the Purchaser's order, when the Buyer accepts such terms in writing; (iii) in the absence of written confirmation from the Seller, when the Products are delivered and loaded by the Purchaser and/or the carrier assigned to collect them.**

1.3.- **The Purchaser agrees with the need to limit the sales of the Seller's Products to the country where the Purchaser is based.** The Seller considers this rule essential to coordinate its sales policy and rationalise its distribution network, with offers more tailored to the need of individual countries. The Purchaser acknowledges that this requirement also serves as a safeguard for their own interests. **The Purchaser therefore undertakes to market the Products supplied by Ceramiche Supergres exclusively within their country of residence, refraining from actively promoting sales, including online, to customers located in the territory of a country other than their own.** For triangular deals, this undertaking shall apply to the country for which the goods are actually destined. The Purchaser shall only resell the product outside its territory with written authorisation from the Seller, except for sales concerning non-first grade or discontinued Products.

1.4. In cases of force majeure, the Party affected by the event shall be relieved of its contractual obligations and of the consequences of its default (penalties, compensation for damages). Force majeure shall be construed as the occurrence of an event or circumstance ("Force Majeure Event") that prevents one Party from fulfilling one or more contractual obligations, if, and to the extent to which, the Party under the impediment ("the Affected Party") demonstrates: a) that the impediment is beyond its reasonable control; b) that it could not reasonably have been foreseen at the time of signing of the contract; and c) that the effects of the impediment could not reasonably have been avoided or overcome by the Affected Party. The Party affected by the Force Majeure Event shall notify the other Party in a timely manner in writing.

2. SHIPPING AND DELIVERY TERMS

2.1.- Unless otherwise agreed in the confirmation of order, Products shall be delivered ex-works.

2.2.- Unless specifically requested and agreed prior to the Confirmation of Order, the Seller does not guarantee that orders for any single article are all shipped from the same production lot.

2.3.- Delivery terms are guideline and any extension of them shall not entitle the Purchaser to claim compensation, under any circumstances.

2.4 - If the Purchaser fails to collect the goods within 14 (fourteen) days after the date of the notice that they are ready, the Seller will be forced for reasons of space to return the goods to the storage facilities, thereby incurring additional costs; the Seller specifically reserves the right to charge these additional costs to the Purchaser.

2.5.- **The Purchaser shall instruct the carrier to inspect the Products prior to loading and any objections concerning the state of the packaging and any discrepancies between the quantities loaded and those entered in the transport document shall be made at the time of loading and entered in all copies of the transport document. If no such entries are made, the Products loaded shall be considered to be undamaged and complete.**

2.6.- **The Purchaser shall also instruct the carrier to check that the vehicle is suitable for the load in view of the nature of the Products, and to ensure that the goods are correctly loaded and stable, to prevent any breakages in transit and to comply with all safety provisions concerning the roadworthiness of the vehicle.**

3. PRODUCT CHARACTERISTICS

3.1.- The Seller declares that the Products comply with the applicable Italian and EU regulations for their sector.

3.2.- **The Seller only guarantees the technical characteristics published on its website in the Technical Sheet document** (at the link <https://www.supergres.com/en/downloads/>)

3.3.- The intended use stated by the Seller is always purely guideline, since **the Purchaser is always responsible for assessing the product's suitability for the specific conditions of use, considering the stresses and variables which may occur in the intended location and affect its characteristics**, such as intensity and type of a traffic (e.g. foot traffic with sand and debris present), any adverse weather conditions and any other situation to which the material may actually be exposed. **Any intended use different from and/or not compatible with the Seller's recommendations stated on Seller's website at the following link <https://www.supergres.com/en> or the specific conditions of use, shall in no way constitute a defect in the product's quality and/or conformity, and therefore no conventional and/or legal warranty shall apply.**

3.4.- Any illustrations and/or images of the Products which appear in the Seller's websites, brochures, catalogues, price lists or similar documents are purely guideline and illustrative. Similarly, samples and models only provide guidance concerning the Products' characteristics and are not binding on the Seller unless specifically referred to in the order confirmation as essential characteristics and/or qualities of the product. **Sales are therefore made "by Sample Type" and not "by Sample".**

4. CLAIMS AND WARRANTY FOR FAULTS

4.1.- **Upon receipt of the Products, the Purchaser shall check them thoroughly, including the packaging**, by means of a visual inspection carried out in accordance with point 9 of the UNI EN ISO 10545-2 standards. Approval inspection of the tiled surface prior to installation consists of a visual examination (with the naked eye or with glasses if usually worn) of the surface from a distance of 1.0 metres vertically to it, or a tactile examination if necessary.

4.2.- While the acceptability limits enforced by the EN 14411 (ISO 13006) international standard shall apply in all cases, the Parties accept as Identifiable Faults those Product defects immediately visible on receipt of the goods which make the material unfit for purpose or significantly reduce its value, including, for example:

- surface defects;
- defects in decoration (drips, stains, mixing of colours, nonconformity of colour shade, etc.);
- dimensional defects (working size, flatness, thickness, perpendicularity-straightness of edges);
- structural defects (cracks, chips, etc.).

Hidden Faults shall include, for example:

- cracks at right angles to edges or crazing after installation ("flaking") not due to incorrect cutting and installation after sale;
- tendency to stain, i.e. Products which retain dirt at an abnormal rate and are difficult to clean, not due to incorrect installation and/or maintenance;
- defects in shine, i.e. Products which with grazing light reflect the light differently to those next to them, said effect being unintentional and not identifiable by visual and/or tactile inspection.

4.3.- **The Seller's warranty shall only apply if faults and defects are due to the product's manufacturing process and shall be completely void if they arise from the post-delivery processing of the product**, defined as, for example, any shaping, drilling and cutting of tiles or slabs and/or any activity necessary for their use and, in the event that defects occur even though both installation and processing are performed in strict compliance with the recommendations regarding the procedures to be adopted before and during installation provided in the document containing guidance on Installation, Use, Cleaning and Maintenance on the Seller's website (available at the following link <https://www.supergres.com/en/downloads/>) and with good practice.

4.4.- **The warranty is limited only to first grade Products and shall only apply on condition that Identifiable Faults in the goods are reported with 8 (eight) days after delivery, while Hidden Faults must be reported within 8 (eight) days after discovery and the relative right expires one year after delivery.**

4.5.- In the event that the Purchaser detects Identifiable Faults, the whole lot of material must be kept at the Seller's disposal.

4.6.- If it is confirmed that the Product has Identifiable Faults, as defined in point 4.2, **the Seller shall replace the faulty Product with another one with the same or superior characteristics; should this not be possible, the Seller shall apply an appropriate price reduction. As an alternative, the Purchaser may return the faulty Products and shall then be entitled to a refund of the price paid plus the transport cost, with no compensation for any other direct and/or indirect damage.**

4.7. The Seller's warranty shall be void if Products all or some of which are affected by Identifiable Faults have been installed and/or used and/or transformed in any way. **In this case, the Purchaser's action (i.e. the installation and/or use and/or transformation) shall constitute acceptance of the Product "as is"; the Seller shall therefore not accept claims for Products that have already been installed and/or transformed and/or used, as this constitutes implicit acceptance of the Product.**

4.8.- If it is confirmed that the Product has Hidden Faults, as defined in point 4.2, **the Seller's warranty shall be limited to replacement of the material with another one with the same or superior characteristics, or if this is not possible to refund of the price paid plus freight costs. In all cases, the Seller's warranty for any direct and/or indirect damage in any way caused by the faulty product shall be limited to an amount that shall not be greater than twice the selling price charged by the Seller, in relation only to those goods which are faulty.**

4.9- In the event that the Purchaser resells the Product to parties who enjoy safeguards under consumer protection legislation (in Italy, Decree Law no. 206/2005), the Purchaser shall be responsible for the conditions applied, if different from those stated herein, and shall ensure that the consumer is able to exercise their rights in accordance with the remedies and terms established by the said legislation. If there are the grounds for the Purchaser to exercise the right of recourse and/or to make a claim against the Seller/manufacturer, the said action shall be subject to the exemptions and limits contained in points 4.1 and 4.8 herein.

4.10 Before handling the Products, the Purchaser shall check the packaging for damage and verify its strength.

4.11 **Products must be used and handled in accordance with the Seller's instructions and all applicable regulations, especially those regarding safety.** Using and/or processing and/or handling the Products without due care and/or incorrectly and/or without adopting the necessary precautions may cause serious personal injury and/or damage to property.

5. PAYMENTS

5.1.- **The Purchaser shall not suspend or delay payment for the material of which it has taken delivery for any reason, including claimed faults or defects in the material, except naturally for the right to request sums it can show that it has paid unduly.**

5.2 For all legal intents and purposes the payment shall only be made to the Seller's registered office, except with specific written authorisation.

5.3 Sums due to the Seller shall not be written off against claimed credits which are not agreed to and/or specifically recognised in writing.

6. CONTRACT LANGUAGE, APPLICABLE LAW, JURISDICTION AND AUTHORITY

6.1.- The Contract and these Conditions are drafted in Italian, and in case of discrepancies with translations into other languages the Italian text shall prevail. The text in Italian is available at the following link:

<https://www.supergres.com/it/condizioni-general-di-vendita/>

6.2.- Any disputes relating in any way to the supply of products shall be subject to Italian law and the jurisdiction of the Italian State.

6.3.- The Law Court of Modena shall have sole territorial authority for the settlement of any dispute relating in any way to the supply of products, with all others excluded.

place, date ..././..

The Seller

The Purchaser

The Purchaser hereby confirms that the above general conditions have been negotiated with the Seller and declares that it has specifically read and approved those relating to the procedures for the finalisation of the contract (point 1.3.), claims and warranty (point 4.6.), payments (point 5.1.) and contract language, applicable law, jurisdiction and authority (point 6.3.).

The Purchaser
