

## TERMS AND CONDITIONS OF SALE

1. Once the Customer submits the order and I.S.E.A. accepts it, the latter will send the Customer an order confirmation which the Customer must return to I.S.E.A. signed for acceptance along with the terms & conditions of sale and the technical drawings. Otherwise I.S.E.A. will be entitled not to process the order.
2. The Customer declares to have checked and confirm the prices, quantities and measurements, and to approve any subsequent installation conditions, as well as the specifications of the product and/or the features described in I.S.E.A.'s technical and commercial documentation.
3. Is excluded the possibility for the customer to delay or suspend payments in case of discrepancy of the products supplied, due to errors in the detection or indication of the measures.
4. Preparation of the goods for shipment and the delivery terms indicated are in no way binding for I.S.E.A. and are understood as purely indicative. Any delay, therefore, in no event will entitle the Customer to compensation for damages or to terminate the contract (partial termination included).
5. If the Customer requests changes to the manufacturing quality, quantities or any other item listed in the order, I.S.E.A. will be entitled to extend the (indicative) delivery terms, as well as to charge the Customer the greater costs for introducing such changes, besides the contractually agreed price.
6. The Customer must pick-up products delivered to I.S.E.A.'s warehouses as soon as it receives notice that the products are available in stock and at any rate, no later than 10 business days from their availability. In the event of delays (whatever the reason), I.S.E.A. is entitled to demand payment of the goods, in accordance with the contractually agreed terms and conditions, and can also charge the Customer with the costs of keeping the goods in stock/transit.
7. The Company guarantees the purchased Products for a period of twelve (12) months from delivery to the Customer B2B and twentyfour (24) months for B2C, provided that such defects have been promptly reported to the Company by certified electronic mail or by registered letter with acknowledgment of receipt within the expiry period of eight ( 8) days from delivery of the Products or, in case of hidden defects, from their discovery.
8. Any claims concerning flaws in the manufacture or in the materials or products must be filed in writing by and no later than eight (8) days from receipt of the goods and, at any rate, before the Customer uses the products. In the case of hidden flaws, the Customer must file the claim(s) by and no later than the deadline established by Law from the time of their discovery, or otherwise will not be entitled to demand compensation or service. The Customer therefore waives any right to terminate the contract, to demand compensation or refund of any expenses.
9. I.S.E.A. will not be liable for product malfunctions caused by building works, which include any kind of construction work directly or indirectly tied to the installation of the products or their components. I.S.E.A. also rejects any liability in the event of product wear due to their storage in the Customer's warehouses or construction sites.
10. The products are sold under retention of title in favour I.S.E.A. until the Customer processes full payment as agreed, under art. 1523 of the Italian Civil Code. Therefore, prior to full payment, the Customer cannot remove the products from their original destination, or impound or confiscate them, without declaring it to I.S.E.A. as their rightful owner (and in any case, notifying I.S.E.A. in writing). Failure to comply with even only one of the above obligations will entail a penalty for the Customer, or void any instalment or postponed payment plans agreed hitherto between the Parties. In such an event, the contract is understood as automatically terminated (with immediate return of all products), without prejudice to I.S.E.A.'s right to withhold any instalments or price sums already paid as compensation for the Customer's undue use of the products, apart from demande compensation for any greater damage.
11. In addition or alternatively to the preceding clause, I.S.E.A. is entitled to freely and irrevocably decide to suspend or interrupt any pending deliveries, or to demand appropriate guarantees, should the Customer change its corporate structure, legal status or organisation, or should its financial position or internal staff change.
12. Payments are due by the agreed deadline. Failure to pay or delay in payments exceeding thirty (30) days, even in relation to only part of the agreed price and / or further and different supplies of Products, authorize ISEA to suspend delivery of all Products and to resolve the Contract, pursuant to of the art 1456 of the Italian Civil Code, with the right, in any case to compensation for all damages suffered. Similarly and more generally,

I.S.E.A. will have the right to suspend the supply and any other fulfillment, also pursuant to art. 1461 of the Civil Code, if the circumstances indicate that the Customer is unable to comply with the payment obligations assumed, unless a suitable guarantee is given.

13. All the tables, technical data, and any other material and technical information included in the offer or provided with the supply will remain under the I.S.E.A.'s ownership and will not be reproduced or communicated to any third parties unless a written agreement is provided by the I.S.E.A.. The Buyer will not be entitled to use them for purposes other than the ones indicated on this contract.
14. In addition to the other cases expressly provided for in these General Conditions, I.S.E.A. will have the right to immediately terminate these General Conditions, as well as each individual Contract, due to the Customer's responsibility, in the following cases:
  - Failure to collect the goods within ten (10) days in the cases provided for in Article 6;
  - Failure by the Customer of the obligations provided for in article 13;
  - the Customer is subject to bankruptcy proceedings or becomes in any case insolvent or unable to properly manage his business;
  - in the event of a merger or incorporation into another company or entity or in the event of a substantial change in the Client's corporate control, also pursuant to art 2359 of the Italian Civil Code;
  - other hypotheses possibly envisaged in the single Contract.
15. In any case of early termination due to default by the Customer, I.S.E.A may withhold the amounts received up to half the price as a penalty and without prejudice to the right to compensation for the greater damage suffered, also taking into account the costs incurred for the Products already prepared and / or in progress, including by third parties.
16. The Customer undertakes to verify and guarantee the technical and structural suitability of the works in which the Product will be mounted.
17. Assembly / installation is always excluded from the supply relationship, unless otherwise expressly agreed. If it is contractually envisaged that the Company will provide for the assembly of the supplied Product, the following are the responsibility of the Customer:
  - a) Any type of masonry, painting and sealing works;
  - b) Any type of electrical works;
  - c) Electricity required on site, guaranteed at a distance of no more than 10 meters from the installation site;
  - d) Means for unloading and pulling the materials on site.The Customer is required to take all necessary measures so that I.S.E.A. can perform the intervention in a single solution and without interruptions. Any arrests or suspensions due to construction site needs or causes not attributable to I.S.E.A. such as to make further accesses necessary, or a prolonged stay on site for the conclusion of the assembly / installation operations, will legitimize I.S.E.A to request and obtain reimbursement from the Customer for the higher costs incurred.
18. I.S.E.A. has the right, recognized and authorized by the same Customer, to avail itself of the collaboration of other trusted companies for the assembly and installation of the Products.
19. The court of Bologna shall have exclusive jurisdiction over any dispute that may arise concerning the interpretation, execution or termination of thi contract.

(I.S.E.A. S.r.l.) \_\_\_\_\_

(The customer) \_\_\_\_\_

The Customer declares to have read the above terms & conditions of sales and specifically accepts, pursuant to arts. 1341 and 1342 of the Italian Civil Code, all the provisions set out under sections: 1.; 2.; 3.; 4.; 5.; 6.; 7.; 8.; 9.; 10.; 11.; 12.; 13.; 14.; 15.; 16.; 17.; 18.; 19.;

(I.S.E.A. S.r.l.) \_\_\_\_\_

(The customer) \_\_\_\_\_