

CERINDUSTRIES S.p.A.

GENERAL CONDITIONS OF SALE

Introduction

These General Conditions regulate all the sale contracts, present and future, of Cerindustries S.p.A. (hereinafter also "Supplier"). Possible general conditions of the Buyer will not be applied unless expressly accepted in writing by the Supplier and must in any case be compatible with these General Conditions, which will prevail in case of conflict.

Delivery of the merchandise

Delivery is always ex works Supplier (Incoterms 2010 - Ex Works) unless other terms are agreed, indicated in the order and/or in the invoice. The carrier, indicated by the Buyer, must arrange and organise the transport to the final destination with charges, expenses and risks being his exclusive responsibility. The Buyer must therefore also arrange for all customs export operations. Therefore all the Supplier's responsibility ceases when loading is completed and does not extend to possible breaks, tampering or shortfalls, or any other risk even of damages to third parties. The delivery terms (date, place, return, etc.) indicated in the order should always be considered approximate and never peremptory. Except just in the case of willful misconduct, any delays in delivery do not entitle the Buyer to ask the Supplier for any compensation or indemnity, or the termination of the contract. After the delivery date listed on the order has elapsed, the merchandise ready for delivery is available to the Buyer and the Supplier can issue an invoice as if the delivery had taken place. The merchandise invoiced will remain available to the Buyer at his risk and danger, with the right of the Supplier to charge the Buyer for storage and maintenance costs. However, the Supplier retains the right to transfer these products to another storage facility with expenses, costs and charges paid by the Buyer, and in any case to obtain the compensation for possible damages incurred. When there are no particular provisions by the Buyer, the deliveries are made according to the needs of the factory.

Packaging

Packaging such as pallets, crates, etc., is considered disposable and can be invoiced at cost.

Ownership of the Supplies - Retention of Title

Except as provided in the point "delivery of the merchandise", the ownership of the merchandise passes to the Buyer only following the full and actual payment of the price established.

Payments The payment of the merchandise must be carried out in compliance with the methods, terms and conditions provided in the invoice and is considered made when the amount becomes available to the Supplier at the bank in Italy. Bills, securities and cash must be delivered to the registered and administrative office of the Supplier located in Via Emilia Ponente, 1000, in Castel Bolognese (RA). The acceptance of bills payable in other markets or drafts does not imply a waiver of this clause. Invoices that are not disputed by the peremptory deadline of ten days are considered accepted without reservations by the Buyer. The delay of the payment by the Buyer, even just partial, of an invoice will entail the immediate and automatic expiry of the time limit, with the Supplier's right to claim immediate, full payment. In that case, the Supplier, without prejudice to all his other rights, will have the right to suspend additional deliveries, even if they are due as a result of other contracts. The Supplier may also draw a bill of exchange for the amount of the unpaid invoices, as well as claim adequate guarantees by the Buyer. The Supplier will have the right to terminate the contract, claiming the return of the products with costs paid entirely by the Buyer and charging as penalty possible advances received, without prejudice to the right to the compensation of the greater damage incurred. Interest on arrears will accrue on the delayed payments at the rate conventionally or legally provided (also pursuant to Italian Legislative Decree no. 231/2002), as well as stamp and collection costs. The costs and charges for possible additional proceedings to protect the credit of the Supplier will be charged in full to the Buyer.

Other Conditions Every order sent to the Supplier through agents, representatives or officers is always and in any case accepted subject to the Supplier's approval. All orders, even verbal, unless agreed otherwise in writing, are always intended as accepted and governed by these general conditions, without the need for any additional reference.

Prices

The price is always intended net of transport costs, VAT, taxes or fees and customs duties. In all cases of increases in cost items, the Supplier will have the right to adjust the prices of the products, giving the Buyer advance notification.

Dimensions and Shapes

The high degree of vitrification of the stoneware tiles causes tolerances in the tones and calibration. Therefore the Buyer allows and accepts differences in the sizes listed in the technical certificates, which however do not exceed the tolerance limits provided by the standards UNI EN 14411 Appendix G. The colour of the materials, shown in the samples and relative to the offers, must be considered purely approximate since possible variations in colour and tone are justified by the very nature of the material as well as the character of the production processes and raw materials used.

Warranties

The warranty applies only for defects noted in products not yet installed and is excluded for the selections below the top one. The warranty extended regarding the technical characteristics of the products only entails the obligation of the Supplier to replace that part of the products which has flaws or defects compared to the characteristics indicated in the technical certificates. This obligation is equivalent and includes all and any warranties (or liabilities) legally provided. Suggestions and recommendations of a technical nature regarding the assembly and use of our products, while representing the best of our knowledge, are always given without the Supplier assuming any liability. The chemical analysis and physical and chemical-physical information of the goods supplied are rough but reliable averages, subject to the usual tolerances.

Reports of defects and claims

Barring what is provided by the standards UNI EN 14411, any reports of faults and defects must be received, via registered letter, within eight days of the delivery of the merchandise, in case of clear faults and defects, or within eight days of the discovery, in case of hidden faults and defects. The proceeding to enforce the warranty for faults and defects promptly reported is prescribed in any case within one year of delivery. In any case, the report must be made, under penalty of forfeiture, before the material is installed. If the Buyer is a consumer, the expiry and prescription deadlines imperatively provided by the Italian Consumer Code apply, if and as applicable. The faults and defects detected in the products of a supply do not invalidate the overall validity and effectiveness, the relative claims being limited just to the products actually defective. The products acknowledged as not corresponding to the terms of supply will be replaced by the Supplier with an equal number of compliant products. The obligations of the Supplier expire with this replacement. The Supplier is not responsible for other charges and in particular not required to compensate or in any case indemnify direct or indirect damages of any kind caused the Buyer by the use or failure to use the products which were defective. Any disputes and reports of faults and defects and/or claims cannot under any circumstance cause the suspension or refusal to pay the relative invoices, payment which must be duly made and in full by the deadlines agreed.

Jurisdiction and Applicable law

All the sales contracts indicated in the introduction of these general conditions will be governed by Italian law. For any and all disputes and in general for any controversy relative to the interpretation, implementation, validity and effectiveness of these general conditions, as well as the sales, supply and administration contracts governed by them, including action in warranty and the issue of an injunction order, the Court of Bologna will have exclusive jurisdiction, by way of derogation from art.18 and following C.P.C..

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direzione e coordinamento Porcellana Castello S.p.a.

**CERDOMUS CERAMICHE – PORCELLANA DI ROCCA – LE PORCELLANE DI ROCCA – L'ASTORRE
TITAN GRES – TECNO STILE – SANBIAGIO – CERQUET – VERO SIGALA – CERAMICHE FORLIVESI**