



PORFIDI ITALIA 2000 SRL

Estrazione - Lavorazione - Fornitura Porfido e Pietre naturali

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GENERAL SALES CONDITION

1. SCOPE OF APPLICATION: a) These General Sales Conditions govern every sales contract between PORFIDI ITALIA 2000 S.R.L. (the Seller) and the Buyer. b) These general sales conditions are an integral part of the supply contract and any amendment or exception thereof shall be agreed in writing by the Seller c) These General Sales Conditions prevail over the purchase conditions of a buyer, unless otherwise agreed and approved in writing by PORFIDI ITALIA 2000 S.R.L. d) The Seller's offers are not binding. e) Any offers, reductions, discounts made by agents, representatives, or commercial auxiliaries of the Seller are not binding until the Seller himself confirms them in writing.

2. CONCLUSION OF THE CONTRACT: a) Orders received from the Buyer are binding the Seller only if accepted by PORFIDI ITALIA 2000 S.R.L. with issue of specific written order confirmation within ten days of their receipt. b) The Buyer can cancel the order up to the time of issue of the order confirmation/pro forma invoice by PORFIDI ITALIA 2000 S.R.L. c) PORFIDI ITALIA 2000 S.R.L. reserves the right to cancel an accepted order, when it cannot be made for reasons not dependent on its will. The Seller shall return to the Buyer any advance payment received, without any further obligations. d) Verbal or written declarations by agents, brokers, employees of PORFIDI ITALIA 2000 S.R.L., even if vested with powers of representation, must always be intended as given "subject to the written approval of the company".

3. WITHDRAWAL: a) PORFIDI ITALIA 2000 S.R.L. reserves the right to withdraw from the contract by sending written communication. The Buyer shall not be entitled to any compensation.

4. DELIVERY: a) Unless otherwise specified in writing and with exclusive and limited reference to the specific contract, delivery term is always Ex Works (Incoterms 2010). b) Even when price is expressly stated as being inclusive of transport costs, delivery - with particular regard to transfer of property and related risk- is intended as made at the headquarters of PORFIDI ITALIA 2000 S.R.L., when the goods are placed at the Buyer's disposal with hand-over to the carrier or shipping agent, or, if transport is executed on its own behalf, when transport actually commences. c) If shipping or delivery of the goods is delayed on the Buyer's orders, transfer of property and related risk occurs when the goods, finished ready for delivery, are placed in the warehouse of PORFIDI ITALIA 2000 S.R.L. Any additional costs sustained by PORFIDI ITALIA 2000 S.R.L., after sending notice that the goods are ready are charged exclusively to the Buyer.

d) Delivery terms shall be considered favourable for both contracting parties and in any case shall be considered merely indicative and not-binding and/or primary. Any delay in delivery shall not entitle the buyer to terminate the contract nor to demand compensation for damages of any kind. e) Any claim, in case of faults or shortages occurred during transportation, shall be sent to PORFIDI ITALIA 2000 S.R.L. no later than eight days from receipt of goods, under penalty of invalidation.

f) Transport is carried out in accordance with rules regulating the execution of transportation activities and the buyer will check at its own responsibility the qualifications of forwarding agents in charge and that the goods have the necessary and compulsory documents for the destination. g) In the case of the Buyer changes delivery place or date of delivery agreed in the order, or cancel the transport, unless otherwise agreed and accepted by PORFIDI ITALIA 2000 S.R.L., all the costs for cancelled transport and/or any extra charges for changes of data and/or place will be charged to the Buyer. The seller reserve the right to refuse

variation of destination of the products. h) For delivery in construction sites, Buyer has the burden of verifying that the construction site/place of unload of the goods and ways to reach them are accessible for trucks. Any extra charges for not accessible site will be charged to the Buyer. When not expressly agreed, unloading of goods are made by the Buyer, that should be equipped in the proper way. i) If transport is organized by the Buyer, Buyer undertakes to ensure that the vehicle sent to the Seller's warehouse is suitable for the loading operations, considering the nature of the products. If the vehicle sent is not at all suitable, the Seller reserves the right to refuse to load the goods and the Buyer shall not have the right to claim compensation for any direct and/or indirect cost that may arise therefrom. l) The Buyer is also responsible for assigning the carrier the task of checking the loading procedure and the stability of the goods on the vehicle, in order to prevent damage during transport and to comply with all road safety provisions. m) Packaging, when not expressly specified in the offer and pro forma invoice, is not fumigated. Any request for special packaging or different as agreed in the pro forma invoice, shall be charged extra to the Buyer.

5. FORCE MAJEURE: Force majeure is intended as any unforeseeable or exceptional situation or event, not dependent on the will of the contracting parties which prevents them from fulfilling one of the contractual obligations, and not attributable to error or negligence of the contracting parties or of a subcontractor, and which could not have been prevented with ordinary diligence. Therefore, PORFIDI ITALIA 2000 S.R.L. shall not be held accountable in the case of delays or suspensions due to cases of force majeure, such as, by way of example, impossibility of procuring raw materials, energy, strikes, etc. The contracting party that finds itself faced with a case of force majeure undertakes to inform without delay the other party by e-mail with return receipt, or by equivalent means, specifying the nature, probable duration and foreseeable effects of this situation. If PORFIDI ITALIA 2000 S.R.L. is unable to fulfil its contractual obligations due to force majeure, it shall be entitled to receive payment for the work effectively carried out and shall not be considered in breach.

6. PRICE AND PAYMENTS: a) The agreed price is – unless otherwise agreed in writing – for goods ex-works warehouse of PORFIDI ITALIA 2000 S.R.L. and not include packaging, VAT, any other taxes and dues, also for national taxes, registration of the contract, if required, and any other charges related to execution of the contract, that will be charged entirely to the buyer. b) Payments are to be made at the domicile of PORFIDI ITALIA 2000 S.R.L. with the methods and within the terms established in the order confirmation or pro forma invoice. c) If shipping or delivery is delayed by order of the Buyer, payments shall nonetheless be made with time limit agreed in the pro forma invoice.

7. QUALITY AND MEASUREMENTS: a) Porphyry is a stone completely natural and it is really hard. Due to these peculiarities, it can have variations of colour and tolerances on size. Tolerance of item:

- with natural surface and sawn sides: thickness +/-1cm. Width +/-0,2cm.

- with natural surface and split sides: thickness +/-1cm. Width +/-0,5cm.

- with flamed/brushed/honed/polished surface: thickness +/-3mm, width +/-2mm.

b) Stones and Porphyry are natural and for this reason, colour, structure and veining may vary and cannot be refused by the Buyer due to these natural differences. It may be used treatments to enhance the colour



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and/or to protect it. The samples which are submitted to the Buyer for examination are to be considered purely indicative and not binding, they offer a generic representation in relation to colour, grain, shade and vein. Samples are pieces that may vary due to the raw material. Therefore, supply contracts shall not be subjected to sale by sample law; possible differences are not defects, but specific feature of natural stone and its uniqueness. Complex samples of products or finished items may be deemed binding solely with reference to working and/or finishes of pieces.

8. EXECUTION: The Buyer is required to provide detailed drawings with dimensions and workings in order to give a precise description of the work: therefore, the Buyer shall not demand any compensation for incorrect interpretation of the drawings due to lack of clarity thereof and of the relevant details. Any agreement with which PORFIDI ITALIA 2000 S.R.L. undertakes, in particular situations, to provide assistance during technical assessments to be performed at the Buyer's site to produce the drawings or to check those provided by the Buyer shall not relieve the Buyer from full responsibility in relation to the documents transmitted.

9. WARRANTY AND CLAIMS: a) The company PORFIDI ITALIA 2000 S.R.L. guarantees, on the product delivered, only the correct processing carried out on the raw material chosen by the Buyer, in execution of the drawings and of the instructions provided by the Buyer; b) With reference to the quality and physical properties of the stone, the company PORFIDI ITALIA 2000 S.R.L. guarantees to supply products complying with current UNI/EC regulations. Therefore, the Buyer shall accept all discrepancies of the product falling within the limits of tolerance and acceptability established by law, and these dissimilarities shall not constitute grounds for claims regarding the product. Differences related to the colour, grain or veining of the material shall not constitute grounds for claims. c) The Buyer is obliged to check the integrity of the goods and correspondence of the product delivered with the product ordered and with the transport documents. All claims for any reason must be received within 8 days from the receipt of the goods by the Buyer, under penalty of forfeiture.

10. RESPONSIBILITY: a) PORFIDI ITALIA 2000 S.R.L. is relieved of all responsibility for direct or indirect damages to persons or property deriving from transport or installation of the items supplied, with the exception of cases in which exclusion or limit of responsibility is prohibited by law. b) In any case, PORFIDI ITALIA 2000 S.R.L. compensation responsibility shall not exceed the value of the product supplied.

11. PENALTY CLAUSE: If the Buyer, for any reason, even beyond its control, withdraws from sales contract, sums already paid as advance payment, will be withheld by the Seller to partially cover the expenses it incurred based on the order received and lost earnings, without prejudice to the right to take action for compensation of any additional damages. 12. HARDSHIP: If an event that is beyond the parties' control compromises the equilibrium of the contract to such an extent that the seller is unable to execute its obligations, it has the right to request in writing modification of the contract. Such events include particularly: the occurrence of a fluctuation in the price of raw materials, a change in customs duties, a change in the exchange rate or in the applicable laws and regulations. The Seller shall have the right to request a revision of the conditions of the contract and if parties do not come to an

agreement within 30 days, to terminate any contract without whatsoever responsibility and any right for damages being excluded. In the event of any amendment after conclusion of the contract of legal provision of the Country in which the products are to be delivered that impose to the seller difficulties and/or expenses to obtain documents, or impose the use of unauthorized carrier that prevent the company to execute its functions agreed in the contract, the seller has the right to ask in writing to the other part the removal of the obstacles when possible. If it is not possible, contract shall automatically terminate, and damages and expenses will be charged to the buyer, without any responsibility for the seller.

13. SOLVE ET REPETE: No dispute or controversy to any aspect of the contract shall be effective or may be considered and no action may be initiated until the entire payment of the price has been made.

14. APPLICABLE LAW AND JURISDICTION: contract regulated and interpreted according to the Italian law. The exclusive place of jurisdiction shall be the Court of Trento (Italy) for any disputes by the seller or by the buyer and related to the supply contract.

15. PRIVACY STATEMENT - Information Pursuant To Article 13 Of Italian Legislative Decree 196/2003: In conformity with aforesaid law, PORFIDI ITALIA 2000 S.R.L., controller of the personal data provided by the Buyer, informs this latter of the following: 1) the aforesaid personal data are acquired directly from the Buyer and are delivered or refer to supplies of services deriving from business relations, either existing, past or currently being executed. 2) These personal data shall be processed by PORFIDI ITALIA 2000 S.R.L.: a) to fulfil the obligations established by law, by regulations or by EC directives or to fulfil accounting and tax obligations; b) for contractual obligations and to acquire pre-contractual information; c) or information related to requests for services undersigned by you or confirmed by letter, also if sent by electronic mail. 3) Personal data shall be processed in compliance with the current regulations and in any case with the confidentiality on which the activity of PORFIDI ITALIA 2000 S.R.L. is based. They may be processed by computerised, electronic or manual means for the aforesaid purposes in a lawful and correct way and in any case such as to guarantee safety and confidentiality. They shall be kept for the time established by current regulations. 4) Data shall be used exclusively for the purposes for which they were collected/communicated. Some data may be communicated: a) to bodies or authorities to which these data shall be communicated for legal obligations (such as financial, government or local administration); b) companies, bodies or professionals that perform specific duties for accounting and tax purposes on behalf of PORFIDI ITALIA 2000 S.R.L.; c) to companies and bodies (such as, by way of example, insurance companies and banks) solely for operational purposes related to collections and payments or issue of any guarantees required for execution of contracts.

5) The rights of the data subject are established in Title II (sections 7 to 10) of the aforesaid law. 6) The data controller of the personal data is the legal representative of PORFIDI ITALIA 2000 S.R.L.