

GENERAL CONDITIONS OF SALE

1. VALIDITY OF THE GENERAL CONDITIONS

1.1. These General Conditions govern the methods of sale of its products by the company CONEGLIANO GROUP SRL, with headquarters in Via Campolongo N.1 / E - Zona Industriale Ramera - 31010 - Mareno di Piave - Treviso - Italy (from now on 'Company'), and are an integral and substantial part of every contract concluded by the Company. In the event of a conflict between the conditions and terms referred to in these General Conditions and the conditions and terms agreed in writing for the individual sale, the latter will prevail.

1.2 The Company will not be bound by the customer's general purchase conditions, even in the event that they are referred to or are contained in the orders or in any other documentation from the customer, without the prior written consent of the Company.

1.3. The Company reserves the right to unilaterally modify these General Conditions at any time; it is understood that these changes will apply to all contracts concluded starting from the thirtieth day following the notification to the customer of the new General Conditions.

2. RESPONSIBILITY FOR ORDERS

2.1. The customer is responsible for the quantities, the type and the measures relating to the products ordered, even in the event that employees or collaborators of the Company were present at the site and / or in any case at the time of detection. Therefore, no responsibility can be attributed to the Company in the event of discrepancies between the measures provided and the actual ones.

2.2. The possibility for the customer to delay or suspend payments in case of discrepancy of the products supplied by mistake in the detection or indication of the measures is excluded.

3. METHODS AND TERMS OF DELIVERY

3.1. Unless otherwise agreed in writing, the sale of the products is understood to be Ex Works at the Company's factories.

3.2. The delivery terms indicated in the contract are intended only as indicative and not peremptory, referring to working days calculated according to trade union agreements, and do not include transport times.

3.3. In the case of products made to measure or based on projects supplied by the customer, the delivery terms will in any case start from the communication to the Company of the measures and / or the project.

3.4. In the event of a design or any other communication from the technical office that requires a specific response or approval from the customer, the delivery terms will be redefined taking into account the work organization of the technical office.

3.5. Any delays in delivery do not entail any right to compensation for the customer nor do they authorize the application of penalties unless previously agreed, expressly indicated and accepted in writing by the Company in the order confirmation document issued by the Company itself.

3.6. In any case, any delay due to acts or omissions of the customer or to causes of force majeure is not considered to be attributable to the Company (by way of example and without any limitative intent, causes of force majeure are considered: lockouts, strikes, lack of absolute of means of transport, war, riot or other military actions, floods, fires, lightning, explosions, accidents, power outages, interruptions, malfunctions or overloads of telephone or telematic lines, delays or non-fulfilment by third parties or any other event that is outside the reasonable sphere of control of the Company and which prevents the full and correct fulfilment of the obligations envisaged by the same by the General Conditions and / or the single contract).

3.7. Except for wilful misconduct or gross negligence of the Company, any compensation for damage due to non-delivery of

the products is expressly excluded.

3.8. In the event of failure to collect within ten (10) days from the notice of goods ready, the Company may, at its option, immediately demand the entire agreed price or consider the contract terminated due to non-fulfilment by the customer, withholding the amounts received until half the price as a penalty. In any case, the Company has the right to obtain compensation for the damage suffered, including by way of storage, insurance and custody costs.

4. DEFECTS AND WARRANTIES

4.1. The Company undertakes to remedy the defects in the products attributable to it which occurred within twelve (12) months of delivery of the same to the Customer (i.e., which occurred within two years in the case of a consumer customer), provided that such defects / vices have been reported to the Company by certified electronic mail coneglianogroupsrl@pec.it or by registered letter with acknowledgment of receipt (at CONEGLIANO GROUP SRL Via Campolongo N.1 / E - Zona Industriale Ramera - 31010 - Mareno di Piave - Treviso - Italy), within the expiry period of eight (8) days from the delivery of the products or, in the case of hidden defects, from their discovery (or, reported within sixty days in the case of a consumer customer); the report must be sent to the e-mail address commerciale@coneglianogroup.it using the request form for technical assistance which can be downloaded from the DOWN LOAD area, important documents on our website www.coneglianogroup.it.

4.2. The interventions under guarantee referred to in this article 4 will remain suspended until the balance of the instalments already expired.

4.3. The warranty referred to in this article will not operate with reference to those products whose defects are due to (I) damage caused during transport; (II) damage ascertained upon receipt of the goods for which the recipient has not placed a regular reserve in the delivery note and / or has not communicated the defect within 8 days of delivery; (III) damage caused by errors and / or negligence in the assembly / assembly / installation of the product by the customer or third parties; (IV) negligent or improper use of the products, including unsuitable storage and storage with exposure to bad weather and humidity (V) failure to comply with the Company's instructions relating to the operation, maintenance and conservation of the products; (VI) breakage of components subject to wear during normal use (springs, spring boxes, sliding carriages, slat retainers, side retainers, guide seals, spring box seals); (VII) repairs or modifications made by the customer or by third parties without the prior written authorization of the Company.

4.4. Provided that the customer's complaint is covered by the warranty referred to in this article and that it has been notified within the terms referred to in this article, the Company will undertake, at its discretion, to replace or repair each product or parts thereof that show flaws or defects at its factory in Via Campolongo, N.1 / E - 31010 - Ramera di Mareno di Piave (TV) with the exclusion, in any case, of the customer's right to take action to terminate the contract and / or to claim any compensation or other compensation, except, however, as provided by the Consumer Code for the customer acting as a consumer only. The company replaces and repairs the products under warranty at its factory in Mareno di Piave,

4.5. In any case, the guarantee referred to in this article does not include scheduled maintenance and / or assistance activities, which may possibly be the subject of a separate and additional contract or agreement.

4.6. Requests for technical assistance or interventions on products of the Company srl must reach the company with the Technical Assistance Request Form which can be downloaded from the download area of our site.

5. PAYMENTS

5.1. 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 sales, authorize the Company to suspend the delivery of all products and to terminate the contract, with the right, in any case, of the Company to claim compensation for all damages suffered. Similarly, and more generally, the Company will have the right to suspend the sale and any other fulfilment, 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.

5.2. Any complaint relating to the products and / or the delivery of the same cannot in any case justify the suspension or delay in payment.

6. MODIFICATIONS OF PRODUCTS

6.1. The agreed price refers to the product supplied in compliance with the regulations in force at the date of the conclusion of the contract. Any changes in the regulations subsequent to that date oblige the customer to pay the Company any higher

cost incurred and documented for the adaptation of the products in progress, in addition to the possible consequent delay in deliveries, with respect to which the customer renounces as of now to raise any objection or dispute.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. Any intellectual property right (patents for inventions, designs or models, utility models, trademarks, know-how, technical specifications, as well as any application or registration relating to such rights and any other right or form of protection of a similar nature or having effect equivalent), as well as further technical information (construction drawings, specifications, technical sheets, etc.) relating to the product remain the exclusive availability and property of the Company.

8. APPLICABLE LAW AND REFERENCE

8.1. These General Conditions, as well as the terms and conditions contained in each individual contract, are governed and subject, even for what is not expressly provided, to Italian law with the exclusion of the application of any different law.

8.2. In the case of contracts concluded with consumers, the clauses of these General Conditions will find applicability within the limits of compatibility with the special discipline dictated by the Consumer Code, to be understood as expressly referred to.

9. JURISDICTION

9.1. Any dispute will be submitted to the jurisdiction of the Italian State and to the exclusive jurisdiction of the Court of Treviso (IT), with the express and conscious exclusion of any other alternative forum.

9.2. However, if the customer acts as a consumer, the competent court is that of the place of residence or domicile of choice of the consumer himself, mandatory pursuant to art. 33, 2nd paragraph, letter u) of the Consumer Code.

(Place and date) _____ The Client _____

Pursuant to and for the purposes of articles 1341 and 1342 of the Civil Code, the parties declare that they approve all the clauses of the aforementioned General Conditions and specifically those referred to in articles: 2.2. (Prohibition of suspension of payments due to discrepancies due to incorrect reporting); 3.2. (Delivery terms indicative and not mandatory); 3.5. (Exclusion of the customer's right to compensation in case of delay in delivery); 3.6. (Major force); 3.7. (Exclusion of the customer's right to compensation in case of non-delivery due to slight negligence); 3.8. (Penalty for failure to collect the goods); 4.1. (Written form of the complaint); 4.2. (Warranty suspension); 4.4. (Limits to the customer's actions in case of defects); 5. (Payments); 6.1. (Product modifications); 8.1. (Applicable law and reference); 9.1 (Jurisdiction and competent court).

(Place and date) _____ The Client _____

CONEGLIANO GROUP SRL

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