



## GENERAL SALES CONDITIONS

### 1. Validity of the General Sales Conditions

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**1.1** All Sales and supplies of products (The "Products") by Q.R.B.G S.r.l ( the "Seller") are undertaken on the basis of the present General Sales Conditions and every order and/or acceptance of order Confirmation transmitted implies their complete and unconditional acceptance by the buyer ( the "Buyer").

**1.2** Exceptions to the General Sales Conditions are only valid if expressly approved in writing by the Seller. Unless otherwise agreed in writing the present General Sales Conditions always prevail over the Buyer's General Purchase Conditions, irrespective of the point in time they have been sent to the Buyer's General Purchase Conditions by the Seller.

### 2. Orders and Orders Confirmations

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**2.1** The orders sent to the Seller may not be revoked for a period of 60 days from the date of reception of the order by the Seller.

**2.2** The Seller, upon receipt of the order will send its order confirmation containing all contractual agreements, requesting the return of signed copy of the same by the Buyer in sign of acceptance, within no. 2 working days. The order confirmation is understood to be contractual proposal and the contract will be finalized in the moment that the Seller receives a copy of the order confirmation signed by the Buyer. Until the return of a copy of the signed order confirmation, the execution of the order will be suspended and, after the expiry of the period of 3 days from receipt of the written confirmation without its acceptance by the Buyer, the order will be considered revoked.

**2.3** Should the order be revoked, or indeed varied or cancelled even partially by the Buyer, within 60 days period indicated above (2.1) and before receipt by the Seller of the signed copy of the order confirmation , the Buyer will be obliged to pay a penalty equal to 20% of the total value of the goods of the goods of the order in question, without affecting the right of the Seller to the reimbursement of all additional damages. It is understood that the Seller remains at liberty to accept or refuse any order and in the case of non-acceptance of one or more orders , the ordering party cannot for any reason request the reimbursement of any damages.

**2.4** In the case of personalized items (i.e. products that for technical specifications or quantities ordered are manufactured specifically for the Buyer), failure to collect and pay for the Products Will result in the termination of the contract and the Buyer's obligation to pay the Seller a penalty equal to 80% of the price as compensation for damages.

### 3. Content of Supply

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**3.1** The supply includes only such Products and services as specified in the order confirmation. Any additional item of whatever nature will be subject to specific written agreement and will be charged separately.



## **4. Prices**

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**4.1** Except in special circumstances to be confirmed in writing, the sales prices are understood to Be ex-works Seller's warehouse ("EXW-Incoterms 2010"), do not include packaging and are net of taxes and duties.

**4.2** Except in the case of a different written agreement, payment will be effected by the Buyer by bank transfer within 30 days from invoice date. The invoice is normally sent in electronic format by the Seller. In the event of non-collection of the Products, the Seller may issue an invoice after 15 days from the date on which it was communicated to the Buyer that the Products are ready to be delivered.

**4.3** In the case that payment is foreseen before or at the moment of delivery of the Products, payment may solely and exclusively be made to the Seller or to persons/entities expressly delegated in writing by the Seller.

**4.4** Due to the anomalous instability of the raw materials market, starting from March 28th, 2022 in all cases in which there is a period longer than 15 days between the date of the order confirmation and the delivery date, the Seller, within 7 days before the date of production of the Products, will check whether there have been changes in the cost of raw materials that are increasing or decreasing. Any fluctuations in the cost of raw material will result in a proportional increase or decrease in the price of the Products within the range of +/-10% and will be promptly communicated by the Buyer. In the event of variations exceeding this percentage, both parties will have the right to request the temporary suspension of the order and, after three months without a reduction in the costs of raw material, to definitively withdraw from the contract.

## **5. Delivery and Transport**

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**5.1** The delivery times are intended to be indicative with regard to the Seller and are never of the essence.

**5.2** The Buyer acknowledges that any deferral of the date of delivery of the Products indicated in the order confirmation can never give rise to reimbursable damages.

**5.3** In any case delivery is subject to the full settlement by the Buyer of any overdue payment.

**5.4** The postponement, even significant, of the delivery date of the Products that is determined by the conditions of the raw materials market (both in terms of abnormal price increases, and the difficulty of their regular retrieval) will entail the obligation of the Seller to provide the Buyer with a timely update on the confirmation / rescheduling of the delivery date, excluding any further responsibility related to the change in the original delivery date.

**5.5** Unless otherwise agreed, the Products must be collected by the Buyer in a single, within 15 days from the date on which the Seller has communicated their availability for delivery.

## **6. Retention of Title and Delayed Payments**

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**6.1** Until payment of the price is made in full the Products remain property of the Seller, which, in case of delay, can at any time request their return, even in case the Products have been converted, sold to and/or deposited with third parties. If the Products were sold to third parties the Buyer shall assign to



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the Seller all his credits related to the Products, up to a maximum of the Seller's outstanding credit plus interest.

**6.2** In the case of outstanding payments even of a partial nature at the agreed deadlines, on the sole basis that an outstanding payment exists, and hence without the necessity of a formal notice:

- a. Interest on arrears will accrue in favour of the Seller, from the date agreed for payment and until the effective full payment of the same, according to the interest rate set out in art.2, point 6) of the 2011/7 UE Directive dated 16.2.2011 regarding the "Fight against delayed payments in commercial transactions", or the interest rate fixed in transposition and implementation legislation applicable in the future;
- b. The Seller may forthwith suspend every other supply even if regarding other orders and/or contracts
- c. The Buyer's payment terms are no longer valid and the Seller has the right to request immediate payment of every credit towards the Buyer regarding all goods sold but not yet paid and to pretend advance payment for all pending orders.

## **7. Warranty and Claims**

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**7.1** The Buyer acknowledges that the Products are of natural stone origin, that they are subject to breakages or damages if not handled and processed carefully and that may have variations in colour or shade. Such a variation is common and is not deemed a defect of the Products whereupon the Seller is not liable for variations between the colour chart and/or colour samples – which are merely indicative – and the actual appearance of the Products.

**7.2** The Seller warrants that the Products are free from defects and that they match all the specifications resulting from the order confirmation. The warranty will have a duration of 12 months starting from the date of the delivery of the Products.

**7.3** The Buyer is required to verify the correspondence of the Products delivered with those ordered and also to verify that the same are in accordance with the agreed contractual characteristics, and undertakes to formalize in writing the existence of any missing goods or defects by e-mail or fax, attaching a copy of the delivery note of the Products signed by the forwarder, within and no later than 8 days, the right to which will otherwise be forfeited, from receipt of the Products. At the same time that the claim is formalized the defective material must be made immediately available for verification and a clear indication of where it may be inspected is to be furnished.

**7.4** The Buyer shall handle the Products in accordance with the instructions and recommendations furnished by the Seller and/or by the producers of any utensil and material used for the transformation and installation of the Products. The Buyer must also comply with all rules and regulations protecting any personnel in contact with the Products. The warranty does not cover the risk of breakages or accidental damages occurred after the delivery and during the subsequent transportation, utilization, transformation and installation of the Products, which remain the sole competence and responsibility of the Buyer.

**7.5** In case of defects or of non respect of contractual specifications the Seller reserves the decision to substitute in a reasonable timeframe the Products that are effectively defective or do not respect the



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contractual specifications or, alternatively at its sole discretion, to refund the price paid by the Buyer, being excluded any other reimbursements for loss of profit or any other type of damages.

## **8. Returns**

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**8.1** The Seller will not accept for whatever reason or title the return of the Products.

**8.2** The only returns that can be accepted are those regarding defective Products , as long as the claim was received in a timely fashion accordance with the requirements indicated in article 7 and was recognized by the Seller.

## **9. Force Majeure**

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**9.1.** The Seller shall have the right to suspend performance of his obligations when such performance becomes impossible or unduly burdensome because of events beyond his control ("Force Majeure Event": such as strikes, boycotts, lock-outs, fires, war, riots, revolutions, requisitions, embargo, energy black-outs, machinery failures, delay in delivery of components or raw materials, epidemics, measures enforced by public authorities to protect public health and safety, the environment, etc.).

**9.2.** The Seller shall promptly communicate in writing to the other party the occurrence and the end of such Force Majeure Event, and should the suspension due to force majeure last more than three months, either party shall have the right to terminate the contract by written notice.

**9.3.** Paragraphs 1 and 2 also apply in the event of any delays and / or production stoppages caused by the spread of the COVID-19 epidemic, with respect to which the Seller has adopted and will adopt all measures required and recommended by local and national authorities in order to safeguard the health of its workers and the continuation of production, notwithstanding the order date or the date of the communication of the order confirmation.

## **10. Applicable Law and Jurisdiction**

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**10.1** Sales and Supply contracts will be regulated by Italian Law. The Court of Verona is the sole court of competent jurisdiction regarding any dispute that might arise between the Parties regarding the order, the order confirmation, the conclusion of the contract, its interpretation, execution or resolution with the express exclusion of every other potentially competent jurisdiction. Only the Seller will have the right to take action against the Buyer in the jurisdiction in which it is incorporated or is resident