

**Terms and
general
sales
conditions**

Terms and conditions for the sale of products and/or services

1. Acceptance of these general conditions

1.1. All commercial relations between SFS Group Italy S.R.L. and the Customer are governed exclusively by the following general conditions of sale unless expressly waived by special conditions agreed in writing with SFS Group Italy S.R.L.

1.2. These general conditions are deemed as accepted by the Customer even if they are inconsistent with the general or special purchase terms of the Customer. The latter terms will be binding for SFS Group Italy S.R.L. only if expressly accepted in writing.

2. Purchase orders:

2.1. The order sent to SFS Group Italy S.R.L. constitutes a proposal to purchase the Products and/or services and/or repair services in accordance with these general contractual conditions. The Customer is required to submit the order in a complete and accurate manner. The online purchase process allows verifying and correcting any errors before the order is sent.

2.2. The order shall be considered accepted only upon written acceptance. Any accepted order cannot be cancelled and/or modified without the prior express consent of SFS Group Italy S.R.L. The same reserves the right to request the reimbursement of any order cancellation costs and/or to increase the price of subsequent supplies by 25%, and to reject the return of Products sold, in particular of the Products manufactured according to the specific configurations of the purchaser.

2.3. Any samples, drawings, descriptive or advertising material and any descriptions or illustrations contained in the catalogues, brochures or website of SFS Group Italy S.R.L. are purely descriptive and do not constitute a contractual proposal.

2.4. The quote issued by SFS Group Italy S.R.L. does not constitute an offer for sale. The quote is valid for 30 calendar days from the date of issue.

3. 3. Products:

3.1. These general conditions of sale refer to the Products and services illustrated in the SFS Group Italy S.R.L. catalogue.

3.2. SFS Group Italy S.R.L. reserves the right to modify and/or update the catalogue at any time, without this

giving rise to any right and/or reason for any claim by the Customer, including compensation.

4. Delivery terms and returns:

4.1. The delivery terms contained in the order confirmation are indicative and not essential. SFS Group Italy S.R.L. shall not be responsible for any delivery delays caused by force majeure events and/or due to the lack of instructions relating to delivery by the Customer.

4.2. Should SFS Group Italy S.R.L. be unable to carry out the delivery due to the incompleteness or inaccuracy of the instructions provided by the Customer, the delivery shall be deemed as completed at 17.00 on the third working day following that on which the availability for delivery was communicated to the Customer. In this case, any costs relating to preservation and storage of the goods shall be borne by the Customer.

4.3. After thirty days from the first delivery attempt without the Customer having accepted the goods, the contract shall be terminated for non-fulfilment, and SFS Group Italy S.R.L. shall be authorized to sell the Products covered by the contract to third parties. In such case, the Customer shall be charged for any storage costs and any loss of earnings, if the resale price is lower than that agreed in the contract.

4.4. For products manufactured according to specific technical indications provided by the Customer, the latter shall not have the right to refuse the goods for changes of up to 10% of the quantity delivered with respect to the order. The communication from the Customer about the incorrect delivery will be followed only by the adjustment of the invoice.

4.5. Pursuant to the provisions of Article 1559 of the Italian Civil Code, the products may be sold and the services may be rendered under a supply contract.

4.6. SFS Group Italy S.R.L. shall accept any returns only if previously authorized in writing and with the right to charge the Customer for any return costs.

5. Supplier's warranty:

5.1. SFS Group Italy S.R.L. guarantees that the Products comply with the technical description, are free from technical, design and structural defects, and are suitable for the use for which they are intended.

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5.2. Pursuant to the provisions of Article 1495, paragraph 3 of the Italian Civil Code, the duration of the legal warranty is 1 year from the delivery of the Product.

For Soter products, the term starts from the date of first certification by specialized personnel. For Gesipa products, the warranty period is 2 years, except for batteries for which a warranty term of 6 months applies.

5.3. The purchaser loses the right of warranty if the defect in the product is not notified by certified email to the seller within 8 (eight) days from the discovery of the same, unless otherwise agreed by the parties or established by the law, pursuant to the provisions of Article 1495 paragraph 1 of the Italian Civil Code.

5.4. Unless otherwise agreed between the parties, SFS Group Italy S.R.L. does not provide any warranty if the Product does not meet the technical, aesthetic or functional needs of the Customer, or if an error was made during the purchase phase.

5.5. SFS Group Italy S.R.L. has the right to choose, at its discretion, whether to repair the defective Products, replace them or refund the price paid. Any other claim by the Customer is excluded.

5.6. The legal warranty is excluded if the Products are used after the notification of the defect referred to in point 5.3; the defect is the result of the incorrect application of the technical standards provided by SFS Group Italy S.R.L. on the storage, commissioning, installation, repair, use and maintenance of the Products; the defect is the result of incorrect indications provided by the Customer; the Customer repairs or changes the Products without the prior consent of SFS Group Italy S.R.L.; the defect is the result of normal wear and/or negligence in the storage or use of the Products; the defect is caused by the action of chemical agents not previously communicated to SFS Group Italy S.R.L.; the defect is caused by the combined action of other materials and products that affect the mechanical and weather-tight performance of the Products (for example, slabs, purlins, spacers and skylights); the defect is caused by force majeure; if the Products are modified with respect to the description in order to make them comply with the legal requirements.

5.7. The responsibility of SFS Group Italy S.R.L. for the violation of the provisions in point 5.1. is restricted to the limits defined in this Article.

5.8. Pursuant to the provisions of Article 1520 of the Italian Civil Code, in case of sale subject to approval, the sale is completed once SFS Group Italy S.R.L. has been informed of the approval. If the verification of the

Product is to be carried out at the headquarters of SFS Group Italy S.R.L., the latter is exempted if the Customer does not proceed within 15 days of receipt of the order.

5.9. In case of sample sale, the purpose of the sample is only to indicate in an approximate way the quality of the Product: therefore, the warranty limits provided for by Article 1522, paragraph 2 and 3 of the Italian Civil Code shall apply.

5.10. The legal warranty provided by SFS Group Italy S.R.L. does not exclude the liability of third parties for the violation of the obligations related to the storage, activation, installation, use and maintenance of the Products.

5.11. The legal warranty provided for in this article also applies to the Product repaired or replaced by SFS Group Italy S.R.L.

6. Retention of title:

6.1. Pursuant to the provisions of Article 1523 et seq. of the Italian Civil Code, the sale of the Products takes place with retention of title. Therefore, the Customer acquires ownership of the Products upon the payment of the last instalment of the price, even though the risks related to the loss and deterioration of the products are assumed by the same when they are delivered. Maintenance and storage costs are charged to the Customer. Until the price has been fully paid, the Customer may not alienate or constitute beneficial rights or warranty rights on the object of the contract, unless SFS Group Italy S.R.L. gives its consent.

6.2. In case of non-payment, in whole or in part, by the deadline, SFS Group Italy S.R.L. may regain possession of the products still held by the Customer, without the need for a prior judicial order.

6.3. Under penalty of compensation for any damage, the Customer must notify SFS Group Italy S.R.L. of any foreclosure or seizure by third parties of the Purchased Products not yet fully paid.

7. 7. Withdrawal of goods from the market:

7.1. 7.1.

If the Customer is notified of an order in any form to withdraw any Product from the market, SFS Group Italy S.R.L. must be immediately informed by certified email, to

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which the decision must be attached.

7.2. Subject to mandatory legal regulations, the Customer may withdraw the Products from the market only with the prior written consent of SFS Group Italy S.R.L.

7.3. SFS Group Italy S.R.L. may demand the immediate withdrawal of the Products from the market in case of violation of intellectual property rights, dangerousness, legal non-compliance, defects that may compromise the reputation of the SFS Group Italy S.R.L. brand and for any other reasonable reason.

7.4. The Customer undertakes to accurately follow the instructions received from SFS Group Italy S.R.L. and to provide maximum cooperation in carrying out the withdrawal of the Products.

8. Provision of Services and Repair Service:

8.1. SFS Group Italy S.R.L. undertakes to provide the Services and or the Repair Service in accordance with the contract and the term contained in the order. However, such term must be regarded as merely indicative and not essential.

8.2. The Customer is obliged to communicate all the data and information that SFS Group Italy S.R.L. needs to perform the Services and/or the Repair Service and compile the related Technical Documentation. The Customer is also responsible for the accuracy and completeness of the data provided.

8.3. SFS Group Italy S.R.L. shall render the Services and/or carry out the repair service with the utmost diligence.

8.4. The technical documentation is provided free of charge.

8.5. If the Customer prefers greater protection, the warranty may be extended upon payment of a fee for the Services, to be agreed with SFS Group Italy S.R.L.

9. Intellectual property:

9.1. The Customer acknowledges that all intellectual property rights relating to the Products and Services covered by this contract are and will remain the exclusive property of SFS Group Italy S.R.L. or of third parties, as the case may be.

9.2. Unless otherwise agreed in writing, the Customer may use the Technical Documentation only to receive the relevant Services and to place new orders. The

Customer may not transfer the Technical Documentation to third parties nor use the Products or Services to provide services to third parties.

9.3. In case of Products manufactured in accordance with specific requests of the Customer, the latter must hold SFS Group Italy S.R.L. harmless and relieved against any and all claims by third party owners or licensees of patents, licenses, designs, models, trademarks or other, as regards the technical specifications communicated to SFS Group Italy S.R.L. The customer shall also be obliged to obtain, at its own expense, the necessary permissions, licenses or authorizations, as well as to bear, at its sole expense, any costs for rights, claims and indemnities of third parties, having taken due account of this in forwarding the order to SFS Group Italy S.R.L.

9.4. The Customer therefore undertakes to provide for the defence before courts and for anything else that may be required, notwithstanding the right of SFS Group Italy S.R.L. to demand from the Customer compensation for damages and reimbursement of expenses incurred for these reasons.

9.5. SFS Group Italy S.R.L. has the right to communicate to third parties the fact that it has made a supply to the Customer, who recognizes to the former the right to use its trademark solely for this purpose.

10. Prices and payments:

10.1. Without prejudice to the provisions in point 10.2, the price at which the Products are sold and the Repair Service is rendered is indicated in the written acceptance of the order.

10.2. Should the order be submitted through the website, the sale price of the Products corresponds to the price indicated on the website at the time the order is placed.

10.3. SFS Group Italy S.R.L. may in any case charge the Customer for expenses and costs arising from the request by the Customer to change the delivery dates, the quantity and/or type of Products ordered or their specific characteristics, or the delayed delivery caused by specific instructions of the Customer or by the lack of adequate instructions.

10.4. With reference to the construction commercial sector, transport costs are not included in the sale price. For orders of less than € 260.00, a € 30.00 fee shall be added for management costs.

As far as the industrial commercial sector is concerned,

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the sale price shall include transport costs only if the total value of the goods purchased is equal to or greater than € 1,000.00. For orders of less than € 500.00, and € 260,00 for Gesipa spare parts only, a € 30.00 fee shall be added for management costs.

10.5. Any disputes about the invoice must be raised without delay within 10 working days of receipt.

10.6. Payment scheduling is governed by Article 6 of these general conditions of sale.

10.7. Failure to pay the price by the agreed deadlines will result in the application of default interest to the extent provided for by Italian Legislative Decree 231/2002 and subsequent amendments.

10.8. The commercial credit is always subject to the conditions established by SFS Group Italy S.R.L.

11. Right of withdrawal:

11.1. Either party may terminate the contract by certified email, or other communication tool with proof of date, if the other party is in a situation of serious insolvency, is under compulsory or voluntary liquidation, is in any case subjected to insolvency proceedings in the interest of creditors, takes or is subjected to any similar action as a result of a debt, or discontinues its activity for any reason.

12. Express termination clause:

12.1. Without prejudice to the grounds for termination and/or withdrawal expressly provided for in the Contract, as well as the general legal provisions in force on the matter, each Party shall have the right to terminate the Contract in the event of serious breach by the other party, if the latter does not remedy it, where possible, within 15 (fifteen) days after receipt of the relative formal notice.

12.2. Notwithstanding any other grounds for termination due to non-fulfilment, pursuant to Article 1456 of the Italian Civil Code, the failure by the Customer to comply with even one of the clauses listed hereafter constitutes grounds for immediate termination of the contract:

4.3, 6, 14.1. SFS Group Italy S.R.L. shall notify the termination in writing by certified email.

12.3. In the event of termination of the contract for just cause, in addition to compensation for the damage suffered, SFS Group Italy S.R.L. may demand the

immediate payment of all receivables not yet due, interrupting at the same time any supply.

12.4. It is hereby understood that any allowances made by SFS Group Italy S.R.L., even repeated, for breaches of contractual obligations by the Customer, as well as the occurrence of the circumstances identified in this clause, may not for any reason constitute a reason to disregard the contractual obligations, nor may they prevent SFS Group Italy S.R.L. from availing itself of this express termination clause at a later time.

13. Force majeure:

13.1. SFS Interc SRL assumes no responsibility for failed or delayed delivery of the asset ascribable to force majeure events, such as accidents, explosions, fires, strikes and/or lockouts, earthquakes, floods and other similar events that may prevent, in whole or in part, the fulfilment of the obligations within the time agreed in the contract.

14. Final provisions:

14.1. The Customer agrees that SFS Group Italy S.R.L. is entitled to have a third party take over the relationships deriving from the Contract pursuant to the provisions of Article 1407 of the Italian Civil Code. Unless otherwise expressly agreed in writing between the parties, the Customer may not assign the Contract to third parties even within the framework of a general sale or lease of a company and business unit, under penalty of immediate termination of the Contract.

14.2. These General Contractual Conditions contain all the agreements between the Parties and replace any previous oral and/or written agreement.

14.3. Any changes to these General Contractual Conditions shall be stipulated exclusively in writing following prior agreement between the Parties.

14.4. The invalidity and/or ineffectiveness, even supervening, of one or more clauses shall not result in the invalidity, ineffectiveness or termination of the Contract.

14.5. SFS Group Italy S.R.L. and the Customer expressly waive the right to challenge the validity of these General Contractual Conditions and of all future contracts stipulated online or through the exchange of emails, invoking the IT and/or telematic tool as the sole reason.

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14.6. SFS Interc SRL and the Customer expressly declare and acknowledge that they are independent contractors and, therefore, by signing each Contract, they do not intend to constitute, nor will they constitute, any association, joint venture or company, not even de facto, nor any employment relationship, nor, finally, confer on each other any power of representation.

15. Applicable law:

15.1. These General Conditions are governed in all respects by the Italian law.

