

1. SCOPE

The contract of sale between Officine Gullo S.r.l. (hereinafter, for the sake of brevity, "O.G.") and the customer (hereinafter, for the sake of brevity, the "Buyer") is finalized with the Buyer's acceptance and signing of the order proposal for the products defined below, as well as with payment of the security deposit referred to in point 3 below.

To this end, the Buyer assumes the preliminary obligation to provide for the necessary metric surveys and to report them to O.G. in writing in order to allow for the drafting of the order proposal referred to in point 2 below.

2. ORDER PROPOSAL

The order proposal submitted by O.G. (hereinafter "Order Proposal") includes:

- these general conditions of sale (hereinafter, for the sake of brevity, "GCS") that regulate and are an essential and integral part of the contract between O.G. and the Buyer;
- an estimate establishing the prices of the products covered by the order proposal, net of VAT (hereinafter, for the sake of brevity, the "Price");
- the graphic and architectural project based on the metric surveys referred to in point 1 above;
- the technical details of any appliances and/or other complementary and/or ancillary goods manufactured by third parties;
- a document outlining the indicative timeframe for the manufacturing of the products covered by the order proposal (hereinafter, for the sake of brevity, "Products").

3. SECURITY DEPOSIT

After receiving the order proposal referred to in point 2 above, the Buyer shall sign, by way of acceptance, all the documents that make up the proposal and at the same time it shall pay 50% (fifty percent) of the Price as an advance, to be regarded as a security deposit within the meaning of Art. 1385 of the Italian Civil Code, by bank transfer to the bank account indicated by O.G. in the document referred to in point 2 b) above. Upon payment of the balance of the Price, the sums paid by way of security deposit will be regarded as an advance payment thereof.

4. CHANGES

O.G. will assess, at its sole discretion, whether or not to accept any requests for changes submitted within 7 (seven) days from receipt of the security deposit under point 3 above, provided such requests are duly made and detailed by the Buyer in writing by email sent to the sales clerk appointed by O.G. in relation to the Buyer's order. Within the same term, the Buyer is required i) to confirm to O.G. in writing by email that the metric surveys of the areas, provided in the phase that is preliminary to order proposal, are final and unchangeable or ii) to indicate any changes to the metric surveys previously provided.

No change can be generally accepted after the said term, except as otherwise agreed in writing by O.G. and, in any case, in exchange for the Buyer's payment of a Price increase to cover, in part, the additional costs ensuing from the change introduced in the course of order execution, which will be specifically quantified by O.G., at its sole discretion, having regard to the importance of the changes agreed.

5. TECHNICAL - EXECUTIVE PHASE

As from the date of receipt of the information required to start the executive phase, which is also referred to in Art. 2 above, as well as of the security deposit under point 3 above, and provided the Buyer has sent O.G. his confirmation of or changes to the metric surveys referred to in point 4 above, O.G. will prepare the technical executive drawings and, as the case may be, the drawings of prototypes and/or samples prepared on request, eventually changed under point 4 above.

The technical executive drawings will be sent to the Buyer and must be signed for acceptance and returned to O.G. by email. It is understood that Product manufacturing is conditional upon the signing of the drawings referred to in this point.

Upon the Buyer's acceptance of the technical executive drawings, O.G. will send the Buyer also:

- the final MEP (Mechanical Electrical and Plumbing) drawings containing the position of the connections required for Product installation and operation;
- the estimated production and delivery schedule and the relevant conditions.

6. PAYMENT

Without prejudice to the amount paid as security deposit under point 3 above, the Price shall be paid as follows:

- an additional 25% (twenty-five percent) deposit, to be paid within and not later than 60 days from the signing of the technical executive drawings referred to in Article 5 above;
- the balance, to be mandatorily paid upon the receipt of the communication by the client from the seller that the goods are ready for collection.

It is understood that Product delivery is conditional upon balance of the Price in full, with the value date of crediting to O.G. being evidence thereof; failing this, O.G. reserves the indisputable right not to proceed with delivery, without prejudice to its right to terminate the contract under point 7 below.

7. NON-PAYMENT

In the event of a delay, in whole or in part, with respect to the payment terms referred to in point 6 above, O.G. may:

- Suspend, if still in progress, Product manufacturing and/or execution until balance of the Price in full, which in any case must be made within 15 days; after said term, O.G. shall nonetheless be entitled to proceed as indicated in point b) below; or
- Apply a penalty equal to 4% of the price for every 30 (thirty) days of delay.

If the Buyer fails to provide, within 60 days, for payment of the balance in full, increased by the penalty for delay, O.G. may immediately terminate the contract due to the Buyer's default under Art. 1456 of the Italian Civil Code, without prejudice to any additional damages.

8. PRODUCT DELIVERY

The Products will be delivered, at the Buyer's discretion, either to the warehouse of O.G. indicated expressly by the company or, in the alternative, to another place indicated by the Buyer, within the terms reported herein.

In any event, it remains understood that these terms are indicative and are not of the essence for the purposes of the Contract. Therefore, delivery will be considered as de facto perfected when the Products are made physically available at the said places, as proven by suitable consignment documents (delivery note): the ensuing legal effects within the meaning of these GCS will run as from that date.

9. DELIVERY IN SEVERAL BATCHES

For specific production and/or transport and/or assembly reasons, the Products may be delivered also in several batches.

10. TRANSPORT AND ASSEMBLY

If the Products, under point 7 above, are delivered to the warehouse indicated by O.G., the same are sold "Ex-Works" (Incoterms 2010) so they will always travel at the Buyer's sole risk and cost, and will be carried by a carrier expressly designed by the latter, and will be installed at his care and expense. If, on the other hand, the Products are delivered to another place indicated by the Buyer, transport and assembly will be taken care

of by O.G. at the Buyer's cost. Said transport and assembly costs will be quantified when the relevant Assignment is granted to O.G.

11. FAILURE TO COLLECT PRODUCTS

If the Products are delivered to the warehouse indicated by O.G., the Buyer shall collect them within 15 (fifteen) days from the planned date; or else, it shall bear all related and ensuing costs for each day of delay, including for the necessary deposit of the Products at the production facility of O.G. or at third-party premises. All related and ensuing costs due to the Buyer's failure to collect the Products are hereby quantified to amount to 2% of the Price for every 30 (thirty) days of delay.

Should the delay last over 60 (sixty) days from the planned date of delivery, O.G. may terminate the contract due to the Buyer's default under Art. 1456 of the Italian Civil Code, except as otherwise agreed by the parties.

In the event of contract termination ensuing from non-delivery of the Products due to the Buyer's default under this point 11, the latter hereby acknowledges O.G.'s full right to freely dispose of the unclaimed Products at its sole discretion, waiving any action and/or claim for compensation or any other claim, including any claim for the refund of the Price which will be withheld by O.G. by way of compensation.

12. ASSEMBLY AND INSTALLATION

The Buyer shall take all measures, prior to the planned delivery date, to ensure the proper operation of the Products including, but not only, any hydraulic, electrical, air intake, masonry or utility connection works, and any corresponding and necessary certifications and declarations of conformity. In the event of a default or of the lack of certificates and declarations of conformity regarding such plants and connections, the Buyer indemnifies and holds O.G. harmless from and against any liability for any Product malfunction. O.G. does not provide any connection, testing and starting service for Product operation; the Buyer's technicians and staff in charge of performing the said services will be present at the time of Product assembly.

The Buyer indemnifies and holds O.G. harmless, which will not be liable, for any instance in which the Products cannot be assembled, in whole or in part, due to defects, whether manifest or hidden, in the building (walls, ceilings, etc.) or other technical problems (electricity, gas, water, lack of certifications, etc.), and whenever any defects in the building or plants might cause a damage to the Products.

13. METRIC SURVEYS

The measures of the areas where the Products will be installed, shall necessarily and perfectly match those communicated by the Buyer in writing under point 4 above. The measures shall be notified by the Buyer in electronic format via a dimensioned DVG file together with photographs of the areas concerned.

At the Buyer's request and expense, the surveys for these measurements and the graphic project may be carried out by a technician appointed by O.G.

The costs of these services will be quantified when the relevant Assignment is granted to O.G.

In any case, it remains understood that O.G. will not be liable in the following cases:

when the Buyer provides inaccurate measures or fails to report changes within the deadlines and at the conditions required in these GCS.

when the Products cannot be assembled, in whole or in part, due to differences between the MEP drawings and the actual on-site positioning of connections.

In these cases, the Buyer hereby acknowledges O.G.'s right to claim a Price increase to cover, in part, the additional costs ensuing from the changes required to readjust the Products to the correct metric surveys and to proceed with their assembly. The said price increase

will be specifically quantified by O.G., at its sole discretion, having regard to the importance of the changes deemed to be necessary.

14. WARRANTIES

The Buyer is required to check or to have his representatives check the Products at the time of their delivery to the carrier where they are collected from the warehouse indicated by O.G., or to check the Products immediately upon their arrival at another place indicated thereby; if no immediate complaint is sent by the Buyer, the Products are deemed accepted, with the Buyer waiving any objection in this respect.

Without prejudice to the foregoing, in the case of hidden defects or lack of conformity of the Products within the meaning of Art. 1495 of the Italian Civil Code, the Buyer shall report such defects in writing to O.G. within 8 (eight) days from their discovery, or else this right is lost. In these cases, O.G. undertakes, at its sole discretion, to repair the Products or to replace them under warranty within the terms set by law, after checking the original proof of their purchase.

No claims of non-conformity will be accepted in case of Products that have been changed or altered by the Buyer.

The Warranty does not cover defects, damages, failures or flaws deriving from:

- normal wear and tear of the components and/or Products;
- negligence, non-compliant or improper usage of the components and/or Products;
- non-compliance with the instructions for use, maintenance and cleaning of the components and/or Products;
- carelessness, inability to use, subsequent tampering with the components and/or Products;
- improper installation, handling, changes and/or repairs to the components and/or Products carried out by the Buyer and/or by third parties;
- transport, assembly, connections of the components and/or Products carried out by the Buyer and/or third parties;
- unavoidable slight differences in colour that all materials and finishes can undergo over time due to natural and artificial light, vapours, ageing, etc. Such variations may be more evident in the case of subsequent additions to the first supply: this cannot be a reason for complaints and/or returns of the Products;
- rust, mould, woodworms and prolonged use of the components and/or Products in unsuitable environments due to excessive heating, high humidity or other weather conditions.

Normal deterioration caused by Product use and normal alterations to the surface of the metal components and/or Products are expressly excluded from the warranty. O.G. uses high-quality processes and materials for the finishing of Product colours; however, colours might slightly change due to the intrinsic differences between painted parts and coating finishes. Therefore, the warranty does not apply to colour changes due to these factors.

15. COMPLEMENTARY AND/OR ANCILLARY GOODS

The Buyer expressly acknowledges that the warranty referred to in point 13 above does not cover goods produced by third parties including, but not only, appliances and/or other complementary and/or ancillary goods, even if installed and/or coated by O.G. Consequently, the warranty for these goods is to be given by their manufacturer/supplier, as resulting from the corresponding user manuals, and O.G. shall not be held liable, for any reason and in any case, for any defects and/or failures and/or malfunctions affecting these goods.

16. OBJECTION ARISING FROM NON-PERFORMANCE

The Buyer expressly waives the right to raise an objection regarding the other party's failure under Art. 1460 of the Italian Civil Code, and under no circumstances shall any claims, objections and/or complaints by the Buyer entitle the latter to suspend, delay and/or interrupt the payments agreed, being the Buyer required to fully pay any amount due under these GCS before being allowed to make any claims, objections and/or complaints.

17. MISCELLANEOUS PROVISIONS

17.1 The provisions of these GCS are severable and thus the voidness of one or more provisions hereof will not make the remaining clauses void.

17.2 All the penalties provided for by these GCS are acknowledged by the Buyer as being appropriate and equitable in relation to the damage which O.G. would suffer as a result of the Buyer's conduct triggering said penalties, without prejudice to compensation for any additional damages.

17.3 Without prejudice to all the remedies established in these GCS, the Buyer also grants O.G. the right to terminate the contract early within the meaning of Art. 1456 of the Italian Civil Code, in case of events of force majeure or unforeseeable circumstances.

18. LIMITATION OF LIABILITY

The Buyer acknowledges that O.G. is not accountable where, in compliance with local regulations, specific certifications and/or declarations of conformity concerning the Products are required in the country of destination, which are additional to or different from those that are necessary and sufficient in the European Union.

19. PERSONAL DATA

The Buyer undertakes to communicate promptly to O.G. any changes or variations in his personal and/or tax data that are necessary for the order to be successfully completed and shall indemnify O.G. from any damage suffered as a result of negligence on the part of the Buyer in relation to this obligation.

20. GOVERNING LAW AND JURISDICTION

This order proposal and the contract resulting from acceptance hereof, are and will be governed, construed and performed in accordance with Italian laws. Any and all ensuing dispute arising from and/or connected to this order proposal and to the contract resulting from acceptance hereof, will fall under the exclusive jurisdiction of the Courts in Florence, without prejudice to the right of O.G. to take action before the courts of residence or domicile of the Buyer.

21. EXCLUSIONS

If the Order Proposal relates, exclusively, to one or more Products belonging to the "OG Collection" and/or one or more accessories and/or one or more components therefore any other type of Product in the 2019 catalogue that has determined standard measurements (hereinafter "Sale from Catalogue"), it will be subject to all the conditions and terms provided by these GCS, with the exception of points 5 and 6 letter a) which do not apply.

Pursuant to Art. 1341 of the Italian Civil Code, the Buyer expressly and specifically approves the following points of the GCS: 7 Non-payment; 11 Failure to collect Products; 14 Warranties; 15 Complementary and/or ancillary goods; 16 Objection arising from non-performance; 18 Limitation of liability; 20 Governing Law and Jurisdiction.

THE BUYER

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PRIVACY POLICY AND CONFIDENTIALITY

Privacy. Personal data are processed by O.G. in accordance with the applicable legislation on privacy (Legislative Decree 30 June 2003 no. 196 and Regulation (EU) 679/2016). O.G. declares that the personal data of the Buyer will be used solely to duly execute orders. Data collection, albeit not compulsory, is necessary for the said purpose. Data processing and storage can be implemented both with computer and paper tools, for the period of time strictly necessary for the purposes of data processing, this meaning the natural duration of the support service until expiration of the warranty. Personal data will be stored at O.G.'s premises and may be communicated, even outside the European Community, to subsidiaries, parent companies, affiliates or related parties, always for the same purposes; in this respect, data may be communicated to: privacy@officinegullo.com. In no case will such data be disseminated. The Buyer may exercise his rights at any time (i.e. the Buyer can obtain confirmation of the existence or non-existence of personal data concerning him and have access to them, can check their accuracy or ask for their integration or update, or ask for their rectification, erasure, anonymisation or for the block of data processed against the law, and may ask for their processing to be limited or may object, on legitimate grounds, to their processing, using the details indicated below). The Buyer may also lodge a complaint with the Italian Personal Data Protection Authority, at the conditions established by law, whenever he believes he is entitled thereto. Processing of the Buyer's personal data by O.G. is not based on any automated decision-making process. The Data Controller is the Legal Representative of Officine Gullo S.r.l. The contact details for any information and/or communication concerning personal data processing are privacy@officinegullo.com.

Consent to the use of images. The Buyer authorises O.G. to take professional photographs of the Products, once installed at the Buyer's premises, in order to publish them on catalogues, posters, brochures and any other company material for advertising purposes or otherwise to use them and/or distribute them to the public on the occasion of events such as trade shows, show-rooms, exhibitions having a commercial and/or promotional purpose.

Confidentiality. Any documentation, information and drawing of a technical and commercial nature exchanged between the Parties in accordance with and in the execution of the order, in any form, whether it be written, oral, electrical, by direct vision or any other intelligible form, even if not expressly qualified as "Confidential" ("**Confidential Information**") shall be regarded as confidential and shall be covered by an obligation of confidentiality. The Buyer shall ensure the confidentiality of Confidential Information received specifically from O.G. and under no circumstances shall the Buyer use it for purposes other than what is strictly necessary to execute the contract; the Buyer also undertakes not to disclose, transfer and/or communicate such Confidential Information, even only in part, to third parties (companies, entities, natural persons) and not to reproduce, copy and/or duplicate in any way any documents (including electronic documents) containing Confidential Information or part of the same, without the prior written consent of O.G. The confidentiality obligations contained in this paragraph shall remain in force even after termination of the contract. Should the confidentiality obligations referred to in this point be breached, O.G. reserves the right to bring any judicial action against the Buyer to protect its rights, including precautionary measures, in addition to any other claim for compensation of any and all damage arising from such breach.

THE BUYER
