

GENERAL SALES CONDITIONS

Art.1) Field of application

All sales are subject exclusively to these "General Conditions of Sale"; SAIB does not recognize any opposite and / or different conditions of sale from those detailed below in the absence of express written authorization to that effect.

In general, different understandings, any changes and / or modifications to these conditions must be agreed in writing under penalty of total invalidity pursuant to article 1352 C.

It is further understood as - by signing this letter - the customer accepts the terms and conditions of sale detailed below.

Art.2) Orders and order confirmations

Order requests made through the intervention of agents, representatives or through a formal request to the SAIB commercial office, become effective and become executive following express acceptance by SAIB, formally communicated to the buyer by order confirmation within 3 working days from the actual receipt of the supply request in question.

Once accepted, the order will become binding in all respects towards the customer and in all its parts; in particular, the customer will have no right to cancel and / or reduce the entity of the goods being sold.

Art.3) Supply conditions

- A. A.** SAIB undertakes to supply material with technical and performance characteristics as per the relevant product data sheets which can be downloaded from the website www.saib.it.
- B. B.** SAIB agrees to produce and deliver the quantities of goods indicated and object of the order placed by the customer and confirmed by the same with a tolerance margin of +/- 10%; within each production batch, the percentage of second choice cannot exceed 10%.
In any case, in the event that a production batch requires multiple deliveries, the percentage of the second choice will be calculated not on the single delivery but on the total batch produced.
- C.** Any limitation and / or suspension of SAIB internal production due to force majeure and / or in any case due to factors beyond the control of the same company, interrupts the delivery period referred to in the order confirmation for the entire period of continuity, excluding, as of now, any right of the customer to be able to reduce the quantity of goods requested and / or cancel the order in its entirety, as well as any further possible claim for damages.
- D.** Among the causes mentioned above are included, by way of example and not exhaustive: claims caused by natural events; suspension of electricity supply to the plant; exceptional breakdowns of production machinery; difficulties in the supply of raw materials; transport difficulties; strikes; sanitary emergency.

Art.4) Packaging

SAIB must provide the product packaged in compliance with current safety regulations. Particularly:

- A. A.** The raw panel, regardless of thickness, is stored in packs of an average height of 100 cm without the use of strips. Any request for different packaging must be made in writing to the SAIB sales office at the time of the order request and confirmed by the same. Any extra-cost will be the sole responsibility of the customer.
- B. B.** The melamine panel, regardless of thickness, is stored in packs not exceeding 50cm in height. Each package is protected by the use of rounded cardboard sheets with plastic straps. Any request for different packaging must be made in writing to the SAIB sales office at the time of the order request and confirmed by the same. Any extra-cost will be the sole responsibility of the customer.

Art.5) Place of goods' delivery

The place of delivery of the goods to be supplied is indicated in the order request (in the event of

failure to indicate, the customer's headquarters will prevail). If it is intended to change it, the customer undertakes to communicate this essential element in writing to SAIB within the deadline of 3 days prior to the agreed delivery date.

Art.6) Shipment

- A.** SAIB will be required to comply with the delivery times agreed with the customer. In no case, however, the delivery date will be considered essential and binding for the correct execution of the order. The Customer, irrevocably, renounces to make a claim for damage, or to ask for the termination of the contract in the event of non-compliance with the delivery deadline of the material. At the time of delivery, all risks and responsibilities inherent to the material will be transferred to the Customer.
- B.** The customer agrees to collect all the ordered goods (including second choice goods), in the manner and within the terms set out in the order request; a tolerance margin of 7 working days will be applied to these terms.
- C.** In any case, after 30 days from the delivery date indicated in the order confirmation, even in the event of failure to effectively collect the goods by the customer, SAIB will invoice the same in the manner and terms referred to therein.
- D.** The goods are transported ex-works unless a different method is previously agreed between the parties. Any quantity of goods commissioned and delivered and subject to the order confirmation remains the exclusive property of SAIB until the actual and total balance of the sums by the customer referred to in the order confirmation and related invoices.
- E.** In any case, the customer will not be entitled to make claims for compensation against SAIB for damage or loss of the goods during transport.

Art.7) Characteristics of the material delivered and acceptance

- A.** Any non-conformity of the delivered goods, with respect to the characteristics referred to in the order confirmation, found at the time of unloading and attributable to transport must be promptly and strictly detected and reported on the transport document and / or waybill, highlighting it in detail the discrepancies. This declaration must necessarily be countersigned by the driver of the vehicle, under penalty of loss of validity of the same. In any case, the customer must formally notify SAIB of this eventuality, via e-mail, within the deadline of 2 effective days from the delivery of the material, as well as all the details of the production batch also through the area agent; these data are shown on the accompanying label of the packages of the melamine or printed on the end of the raw panel. In the absence of communication and / or in the event of non-compliance with the aforementioned deadline, SAIB will not accept any report of non-compliance nor a request for replacement of the goods in question.
- B.** In the event of non-conformity of the entire batch of goods delivered, or part of it, the customer must necessarily interrupt any processing of the same, it is SAIB's right to ask the customer for a sample of the material in question in order to proceed internally to specific technical analyses, as well as inspecting the goods declared non-compliant within 7 working days of the notification of non-compliance.
- C.** In any case, in the event of any non-compliance found attributable to SAIB, this will only respond within the maximum limit equal to the total value of the goods in the disputed lot; in no case will SAIB be liable for any additional costs incurred by the customer and not previously agreed, as well as requests for compensation of any nature and entity.
- D.** After 7 days from delivery, and in the absence of disputes, the material supplied will be considered definitively accepted and the Customer fallen from the possibility of making any request. In no case after acceptance, SAIB will be required to replace the material supplied

Art.8) Prices, terms and mode of payment

- A.** The prices of the products refer to the price list in force at the time of acceptance of the sales offer by the Customer or upon the issue of the order confirmation. SAIB reserves the right to change the current price list at any time, upon written notice to the Customer in the event that production costs increase.
- B.** The prices indicated on the order confirmation are intended for goods delivered free of charge to the customer within and no more than 500 km from the company headquarters

located in Caorso (PC); for deliveries to more distant places, a transport contribution will be paid by the customer.

- C. Unless otherwise agreed in writing in derogation, to be formally communicated between the parties, the final payment terms are shown on the order confirmation. In the absence of the above, SAIB will not accept any order request containing conditions other than those previously agreed, considering the methods and characteristics of the previous agreement to be valid, effective, effective and binding.
- D. In the event of late payment, even partial, SAIB reserves the right to terminate the contract, to cancel the order and / or orders of the same customer in progress, in the manner ex lege granted, as well as to suspend the supply of the goods up to the cessation of the breaches in question, subject to, in any case, the right to recover what is legitimately due and not paid. The amounts disbursed in the event of non-compliance with the agreed terms will be burdened by an interest calculated over the entire delay period in the annual rate of 5% more than the official discount rate in force for the period.
- E. Any existing non-conformities do not exempt the customer from observing the agreed payment terms. In any case, SAIB has the right to suspend any supplies in progress, if the customer defaults on payments.

Art.8) Jurisdiction and Competent Court

The contract with the Customer and its execution will always be governed by Italian law, excluding any validity or applicability, at the request of the Customer, of foreign jurisdictions. The competent and exclusive court for the definition of any dispute concerning the relationship between SAIB and the Customer or which, for any reason or title, is connected or consequent to the supply is established, irrevocably, in Piacenza.

It remains firm, exclusively for SAIB, the right to establish otherwise, both with regard to jurisdiction and with reference to the competent court, the judgment, also as a precautionary measure, to protect its credit or consequent to the supply rights.