

## GENERAL SALES CONDITIONS

### Art. 1

These general sales conditions, save any derogations and/or modifications expressly agreed upon in writing by the parties, govern any and all future sales contracts between the parties. The placing of any order, sent and undersigned by the customer, implies the integral acceptance of these general sales conditions, including the specific acceptance of the restrictive covenants below.

The order confirmation is understood as tacitly accepted after five working days from the receipt.

### Art. 2

The selling prices are the current prices at the time of order confirmation.

The consideration shall be paid according to the terms and conditions specified in the order confirmation.

Should a delayed payment occur, a default interest given from the legal rate plus 5% surcharge shall be calculated.

Yet, making an express exception to Art. No. 4 - Paragraph 1 of Legislative Decree No. 231/2002, any default interest shall only accrue on account of a formal written note of default sent to the debtor's address by the creditor.

### Art. 3

The Seller guarantees that the products supplied comply with the specifications expressly agreed upon when the order was placed. The no-fault guarantee is limited to those faults on products that are referable to design faults, material or construction faults that are referable to the Seller and shall in no case hold should the product be used improperly or with negligence or should the instructions and installation information have supplied to the customer at the time of delivery is not followed or not followed correctly or should differences be present, which cannot be imputed to producer's actions or omissions. Cinetto F.lli s.r.l. however reserves the right to inform the customer about any change to the product installation instructions, without thereby implying any new starting date for a new guarantee.

The guarantee is limited to a twelve-month period from the date of delivery and is subject to a regular notification of fault which the Purchaser shall make, under pain of forfeiture, no later than eight days from the date of fault discovery.

### Art. 4

Patented products are the exclusive property of Cinetto F.lli s.r.l. who have all exclusive, related rights thereto according to the current law.

All documents related to Cinetto F.lli 's goods, designs and models that are transmitted to the Customer in any form (for example by means of a floppy disk, e-mail transmission, etc.) are of a confidential nature. The Customer therefore binds himself to keep the documents in a safe place, not to copy any part of them, not to transmit or disclose them to any third party for no reason whatever and not to use them for any different purpose from the one agreed upon without Cinetto F.lli's express consent and is obliged to give back the documents upon expiration date, if so agreed, or soon after the Customer has used them as agreed or upon Cinetto F.lli's request.

### Art. 5

The Products shall be delivered according to the terms and conditions specified in the order confirmation. Any change to the terms can be expressly agreed upon in writing by the Parties. Transport terms and costs shall be specified from time to time.

Upon receipt of goods, the Customer is bound to verify the compliance of the material received with the material ordered.

### Art. 6

Cinetto F.lli s.r.l. shall maintain the ownership of the goods until the whole price thereof is paid, whereby "whole price" is meant the whole collection of the money due in bank. The Purchaser shall take all the risks with respect to the goods since the moment when the goods are delivered.

### Art. 7

Any dispute between the parties arising out of this Agreement shall be submitted to the exclusive jurisdiction of the Court of Padova.

### Art. 8

Any personal data acquired directly and/or through third parties by Cinetto F.lli s.r.l., who shall be responsible for data processing, shall be processed in paper, computer or telematic form for contractual and legal purposes and to allow an effective management of current and future business relations. Failure to transmit the data requested, should such transmission not be compulsory, shall be taken into consideration from time to time by the data processing agency and shall determine consequent decisions, which shall be related to the importance of the data requested with reference to the business relation.

Data can be transmitted - in Italy and/or abroad, exclusively for the purposes specified above and consequently processed for the other subjects' only purposes - to:

- our agents network
- factoring companies
- credit recovery companies
- credit insurance companies
- commercial information companies
- professionals and counsels
- transport companies.

The party concerned can enforce all his/her rights as mentioned in Legislative Decree No. 679/2016 (including the right to access, rectify, update, deny the consent for processing and remove the data).

**Cinetto F.lli s.r.l.**