

CONDITIONS OF SALE ERBA ISOLANTI S.R.L.

1. **PURPOSE:** The present general conditions of supply apply to all materials and/or services supplied by ERBA ISOLANTI s.r.l. (hereafter E.I. S.R.L.), ordered to E.I. S.R.L. following a quotation at the Customer's request and consequent issue by the latter of an order accepting it, or by forwarding to E.I. S.R.L. a copy of the offer submitted by the latter, complete with stamp and signature for acceptance of the conditions contained therein. The Customer's orders, in turn, must be accepted by E.I. S.R.L. Any variation by the Customer in the standard clauses shall be considered null and void without written confirmation by E.I. S.R.L.
2. **CONTRACTUAL DOCUMENTATION:** The relationship between E.I. S.R.L. and the Customer are regulated by the quotation of E.I. S.R.L., the Customer's order or the quotation countersigned as an order and accepted by E.I. S.R.L. and these General Conditions of Supply, which together constitute the "Contract". In case of contradiction, the clauses contained herein shall prevail, considering the specific issues contained in the quotation or order acceptance.
3. **QUOTATION AND ORDER:** The quotation by E.I. S.R.L. shall contain a description of the material, an indication of the time required for preparation/processing and delivery, the price, and the specific terms for each supply. If the Customer is interested, he shall, within a maximum period of 2 weeks (unless otherwise agreed), issue an order, which may follow the quotation or be the quotation itself countersigned for acceptance. After this period has elapsed, the quotation must be considered expired. The issuance of an order based on a quotation of E.I. S.R.L. or the countersignature of the same for acceptance, entails the acceptance by the Customer of these General Conditions of Supply, which must prevail over the Customer's General Conditions of Purchase, if any.
4. **PRICES AND METHOD OF PAYMENT:** Price of the material includes only those items specified in the quotation, and on no occasion will it include taxes of any nature imposed on the supply. The specified price may only be changed by a price revision clause. Nevertheless, if the Customer requests changes or increases in the supply, the price will also be subject to a change or increase, which is understood to have been accepted by the Customer from the outset. In the event of delayed payment, the interests referred to in art. 5 DLT n. 231 of 9-10-2002 will be due and E.I. S. R.L. shall have the right to consider the supply contract terminated, charging the Customer for the work carried out and the costs incurred for the processing, withholding against this any sum received; this without the Customer being able to claim any right of compensation and with the termination of the guarantee. Packaging, transport, insurance, assembly, are not included in the sale price, unless expressly indicated and included in the quotation or accepted by E.I. S.R.L. in writing and therefore shall normally remain the responsibility of the Customer.
6. **DELIVERY TIMES:** The delivery date is that specified in the quotation and is understood from date of the formal acceptance of the order by E.I. S.R.L. If the Customer requests modifications of any nature or increases in the quantities of material supplied, E.I. S.R.L. shall have the right to establish a new delivery date which will be communicated to the Customer in good time. Delays in delivery due to force majeure or an accidental event shall not entail penalties. Delays in payment by the Customer may result in a consequent increase in delivery times. No penalty for late delivery shall be due from E.I. S.R.L. when the Customer is in arrears with payments or when four months have elapsed since delivery. Once the material has been declared ready for transport or delivery, if a delay of more than one month occurs for reasons beyond the control of E.I. S.R.L., the Customer will pay a storage price for the material, even if at the factory, equal to 1% of the total price of the order for each month started, and E.I. S.R.L. can invoice the price of the material and the storage costs, considering its delivery obligation fulfilled. If for any reason the Customer should claim to revoke or cancel, even partially, his order, E.I. S.R.L. shall have the right to obtain the fulfilment of the Customer's obligation. E.I. S.R.L. shall have the right to obtain the customer's fulfilment of its obligations or to obtain full compensation for any damage suffered, retaining in both cases against its own reasons the part of the supply produced and not yet delivered, and any sum received as an advance payment.
7. **MATERIAL QUALITY:** The material will be deemed to conform to the order if it complies with the Specifications of each contract. Tests and trials shall comply with IEC standards unless otherwise specified. The material will be inspected by the technical staff of E.I. S.R.L. to ensure its compliance with the agreed specifications.
8. **WARRANTY:** E.I. S.R.L. warrants the material against any deficiencies attributable directly and exclusively to design and manufacturing defects. The warranty period is 12 months from the date on which the material is made

available, unless otherwise accepted in writing by E.I. S.R.L. The warranty is valid only when the product has been properly used and employed in accordance with the product data sheets provided. In addition, for products supplied and stored according to the indication of the technical bulletins, the warranty is valid only when the product has been properly used. By virtue of this warranty, E.I. S.R.L. will replace, at its discretion, the defective products. The Customer must notify in writing to E.I. S.R.L. immediately and in any case within the terms of the law, any defect or fault found in the material, clearly describing its nature, and allowing E.I. S.R.L. to carry out relevant checks and remedy by putting the material at its disposal. The warranty only covers the replacement of defective products. The warranty does not include any transport, assembly and disassembly costs and is not applicable in case of normal wear and tear of the material, whether due to use or external causes. Furthermore, it does not cover failures caused by improper use or failures due to improper transport, storage, use or protection. Under no circumstances will the guaranteed cover, directly or indirectly, damage to persons or property, loss of production and/or profit, costs of uninstallation and reinstallation and consequent adjustment of the supply. This guarantee excludes, in all cases, the obligation of E.I. S.R.L. to respond to faults found after the specific period of 12 months, as well as any other type of guarantee.

9. OBLIGATIONS: E.I. S.R.L. shall answer for any damages suffered by the Customer due to its ascertained fact and fault, up to a maximum of 30% of the total price of the material. No compensation claim coming from the Customer and its eventual assignees will be able to exceed the above-mentioned amount; the Customer will therefore have to renounce to any further damage. E.I. S.R.L. is not responsible for indirect or incidental damages, such as loss of orders, revenues, or profits (lucrum cessans), loss of chance or of material performance, replacement costs, financial costs, indirect costs from complaints or labor costs. E.I. S.R.L. shall be informed of the occurrence of damages due to defects within 2 days of their appearance.

10. MAINTENANCE OF RIGHT OF PROPERTY: E.I. S.R.L. retains possession of the material supplied until the moment in which the Customer has paid the full amount of the price. The documents of any kind sent to the Customer by E.I. S.R.L. and their content are always the intellectual property of E.I. S.R.L. and the Customer cannot dispose of them in his favor or send them to third parties without the prior written consent of E.I. S.R.L. The material used for packaging and the waste generated in the assembly, use and their consequent environmental disposal are the responsibility of the Customer.

11. INDUSTRIAL PROPERTY: All the technology, drawings, inventions and, in general, all the information involving the industrial or intellectual property concerning the material supplied by E.I. S.R.L., or designed in compliance with the contract, shall remain the property of E.I. S.R.L. and the Customer cannot dispose of them in its favour or in favour of third parties.

12. CONFIDENTIALITY: All information to which the parties have access because of the contract, including these same conditions, must be considered confidential and must not be revealed to third parties or used directly or indirectly for purposes other than those provided for in the contract. This obligation is extended to those employees who are to receive only the information strictly required to perform their duties, with the assurance from the Client that this confidentiality will be always safeguarded. The obligation to confidentiality shall continue even after the termination of this contract; should the Customer breach this obligation, he shall be required to pay E.I. S.R.L. a penalty equal to 10% of the latter's last turnover.

13. TERMINATION: Unexpected events such as force majeure, changes in financial terms, changes in the content of the specifications which have important consequences on the work to be carried out, etc., as well as non-payment by the Client, shall entitle E.I. S.R.L. to terminate the contract in whole or in part, without incurring any costs and simply by written communication.

14. CANCELLATION: The cancellation or invalidity of any of the clauses of the contract cannot be extended to the others, which shall remain in force.

15. APPLICATION OF LAW AND SETTLEMENT OF DISPUTES: The contract and its compliance are governed by Italian law. The solution of any dispute and/or controversy arising from the interpretation and observation of the contract that cannot be resolved in amicable terms shall be the exclusive competence of the Court of Milan, with express waiver by the parties of any specific privilege they may have.