



C.C.E. S.R.L.

Via dell'Artigianato, 16 – 35010 VILLA DEL CONTE (PD) – ITALY

Tel. +39 049/9325073 – Fax + 39 049/9325384

P.IVA / C.F.: 02000310280

www.cce.it - e-mail: info@cce.it

GENERAL CONDITIONS OF SALE

1. DEFINITIONS

- 1.1 For purposes of this General Condition of Sale (hereinafter "GCS"), the following terms shall have the following meanings:
"C.C.E.": C.C.E. COSTRUZIONI CHIUSURE ERMETICHE S.R.L.;
"Buyer": any company, entity or legal entity that purchases the Products of C.C.E.;
"Products": goods produced, assembled and / or sold by C.C.E.;
"Order (s)": each proposal to purchase the Products sent by the Buyer to C.C.E.;
"Sale/s": each sales contract concluded between C.C.E. and the Buyer following receipt by the Buyer of the written acceptance of the Order by C.C.E.;
"Trademarks": all the brands of which C.C.E. is owner or licensee;
"Intellectual Property Rights": all intellectual and industrial property rights of C.C.E., including, without limitation, the rights relating to: patents for inventions, designs or models, utility models, trademarks, know-how, technical specifications, data, were these rights registered or not, as well as any application or registration relating to these rights and any other right or form of protection of a similar nature or having equivalent effect.

2. BUYER'S ACCEPTANCE OF SELLER'S CONDITIONS OF SALE

- 2.1 These Terms of Sale shall apply to every Sales of C.C.E. for the sales of Products to foreign Buyers. Conditions and terms agreed in any individual Sale will prevail on General Conditions of Sale. C.C.E. will never be bound by general conditions of purchase of the Buyer, even if they are referred to or contained in the orders or in any other documentation of origin of the Buyer, without the prior written express consent of C.C.E..
- 2.2 C.C.E. reserves the right to add, modify or eliminate any provision of these GCS. Additions, modifications or cancellations will apply to all Sales concluded from the thirtieth day following the notification of the new Conditions of Sale.
- 2.3 The Buyer, by placing a purchase order or with the acceptance of C.C.E. of a purchase proposal and more generally in any case in which he enters a contract of sale with C.C.E., regardless of the form of acceptance, unconditionally accepts and the GCS, understanding that C.C.E. will not be bound to different conditions unless previously agreed in writing.
- 2.4 These General Conditions apply, insofar as they are compatible, to all commercial agreements stipulated by C.C.E., regardless of their legal classification.

3. ACCEPTANCE AND CONFIRMATION OF AN ORDER

- 3.1 A Sale shall be deemed entered: (I) when the Buyer receives a written confirmation from C.C.E. (confirmation can be sent by e-mail, fax or electronic means) in accordance with the Order's terms and conditions or, (II) should the order confirmation not comply with the Buyer's order, the Buyer must notify C.C.E. in writing within 2 days of receipt of the order confirmation. If the Buyer fails to provide such notification of non-compliance, C.C.E. shall not be liable for any incorrectness in the delivery of the Products caused by the Buyer's delayed or lacking notification to the C.C.E.; or (III), in the absence of written confirmation by C.C.E., when the production of the Products will start or when the invoice will be issued.
- 3.2 Orders placed by telephone mean are allowed and will have full validity between the parties. If the Buyers does not send to C.C.E. the written summary of the telephone order, before the start of the production of the Products or of the issue of the invoice, then he will lose the right to contest the object of the Sale.
- 3.3 Orders regularly accepted by C.C.E. cannot be canceled or modified by the Buyer without the written consent of C.C.E..

4. DELIVERY TERMS

- 4.1 Terms of delivery are not binding for C.C.E. C.C.E. reserves the right to make partial deliveries.
In any case, the delay of delivery by C.C.E. does not imply any obligation to compensate the damage.
- 4.2 C.C.E. will not be held responsible for delays or non-delivery attributable to circumstances beyond its control, such as merely by way of example and without claiming to be exhaustive:
 - a) inadequate technical data or inaccuracies or delays of the Buyer in the transmission to C.C.E. of information or data necessary for the shipment of the Products;
 - b) request for customization by the Buyer. If the Buyer is authorized to request customizations on the Products, then the terms of delivery will automatically

start from the acceptance of the modifications by C.C.E.;
c) difficulty in obtaining supplies of raw materials;
d) problems related to the production or planning of orders;
e) force majeure, total or partial strikes, power failures, natural disasters, measures imposed by public authorities, difficulties in transportation, acts of God, riots, terrorist attacks and all the and other acts of God.

- 4.3 The occurrence of some of the events listed above will not entitle the Buyer to claim compensation for any damages or indemnities of any kind.
- 4.4 C.C.E. can suspend at any time the production and delivery of the Products if, after the conclusion of the contract, it becomes apparent that the Buyer will not perform a substantial part of his obligations as a result of a serious deficiency in his ability to perform or in his creditworthiness; or his conduct in preparing to perform or in performing the contract.

5. TRANSPORT

- 5.1 When delivery terms are not EXW C.C.E., at its sole discretion, can choose the most appropriate means of transport.

6. PRICE AND PAYMENT

- 6.1 All prices quoted by C.C.E. are EX WORK (Incoterms 2010) unless otherwise agreed in writing in advance.
- 6.2 The Buyer shall pay C.C.E.'s invoice in EUR (Euros) according to the terms of payment stated in the C.C.E.s sales invoice, order confirmation or as otherwise agreed. The Buyer has no right to make deductions in the invoice or to exercise any right of retention, counterclaims or set offs against the invoice.
- 6.3 If the Buyer fails to pay the invoice when due, C.C.E. shall be entitled to interest from the day on which payment was due. The interest rate shall be according to what is stated in C.C.E. sales invoice or according to other agreements but shall in any case not be less than 12% pro annum.
- 6.4 Failure to pay within the established term confers on C.C.E. the right to suspend the delivery of the Products and resolve any single and different Sale signed.
- 6.5 The Buyer is never entitled to suspend any payment.

7. INCOTERMS, RISK OF LOSS, RETENTION OF TITLE

- 7.1 Any reference to commercial terms (for example, EXW, FCA, FOB, CIF, etc.) will be deemed to have been made to the Incoterms of the International Chamber of Commerce, in the version in force at the time of conclusion of the sales contract.
- 7.2 Notwithstanding the Incoterms chosen in the contract the following rules will always apply. Ownership to and right of disposal of the Products does not pass to the Buyer until he has fulfilled all his contractual obligations towards C.C.E. Until full payment the Buyer is prohibited to sell the products to third parties.
- 7.3 C.C.E., in the event of breach of the contract by the Buyer, can claim and removes the products at any time and wherever they are.
- 7.4 The risk of loss of the Products shall pass to the Buyer upon delivery to the first carrier. In the event that the Buyer, or his carrier, does not collect the Products at the agreed date of delivery, C.C.E. shall arrange for storage of the Products at risk and expense of the Buyer.

8. RECEIVING AND INSPECTING GOODS

- 8.1 The Buyer must check at the time of their delivery and detecting any discrepancies related to the packaging, quantity, type and integrity of the Products with notification to the carrier and indication in the delivery note. Any discrepancy of the Products delivered to the Buyer with respect to the packaging, type and quantity indicated in the Order must also be reported in writing to C.C.E. within five days from the delivery date. If the complaint is not communicated within the term, the Buyer waives any claim about packaging, quantity, type and integrity of the Products.

9. DEFECTS ON PRODUCTS

- 9.1 C.C.E. shall in a period of two year following the date on which the risk in the Products passed to the Buyer, be liable for manufacturing and material defects in the delivered Products. The Supplier's liability for defects is limited to defects that the Purchaser can prove existed at the date the risk in the Products passed to the Purchaser.

- 9.2 C.C.E. shall not be held responsible for those defects which are due to (I) damage caused during transport , storage, installation; (II) installation different from professional manner and not in accordance with the installation manual, drawings and other documents provided by C.C.E., as well as technical regulations and installation standards; (III) negligent or improper use thereof; (IV) non-compliance with C.C.E. instructions regarding normal operation, maintenance and storage of products; (V) repairs or modifications made by the Buyer or by third parties without the prior written authorization of C.C.E..
- 9.3 Upon receipt of a product defective notice and existing all the conditions of this article, the C.C.E. shall, at its own choice, either repair or replace the defective Products.
- 9.4 The Buyer shall notify C.C.E. in writing of any defects in the Products that has been detected within 8 days from delivery of the Products, or within 8 days from the discovery in case of hidden defects.
- 9.5 Products that are the subject of a complaint must be immediately sent to the C.C.E. factory, or to any other place that the latter will indicate from time to time, at costs and expenses borne by the Buyer unless otherwise agreed between the parties, to allow C.C.E. the completion of the necessary tests. C.C.E. shall not be responsible for damages and / or defects of the Products deriving from anomalies caused by, or connected to, parts assembled / added directly by the Buyer or by the final consumer.
- 9.6 In any case, the Buyer cannot claim rights hereby granted to C.C.E. if the price of the Products has not been paid according to the terms and conditions agreed, even if the non-payment of the price at the terms and conditions agreed refer to Products other than those for which the Buyer intends make a claim.
- 9.7 C.C.E. will not be liable for any damages deriving from and / connected to the defects of the Products, also towards third parties. In any case, C.C.E. will not be held responsible for indirect or consequential damages of any kind.
- 9.8 In any case, the Buyer's right to compensation for damages will be limited to a maximum amount p at the value of the Products presenting defects or faults.

10. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

- 10.1 C.C.E. is the sole owner of any Intellectual Property Rights related to the Products. The Buyer undertakes not to perform any act incompatible with the ownership of the Intellectual Property Rights.
- 10.2 The Buyer declares that: (I) C.C.E. is the exclusive owner of the Trademarks; (II) he will abstain from using and registering trademarks that are similar and / or which may be confused with the Trademarks of C.C.E.; (III) he will use the Trademarks exclusively in compliance with the instructions of C.C.E. and exclusively for the purposes set out in these Conditions of Sale ; (IV) he undertakes not to modify, alter, remove, cancel, cover the trademarks or other distinctive signs of C.C.E. affixed to the Products nor to add to these other brands or distinctive signs.
- 10.3 The Buyer undertakes, for himself and his collaborators and / or employees, to keep confidential and not to disclose, even after the termination of this agreement, all the confidential information pertaining in any way to the contract in question.

11. TERMINATION

- 11.1 C.C.E. can terminate, at any time by written notice to be sent to the Customer, a Sale if the Buyers shall commit a material breach of the Contract. Every non-performance of obligations provided in articles 6 (Payments) and 10 (Intellectual Property Rights) will be considered a material breach of the Contract.

12. LEGAL DOMICILE, GOVERNING LAW

- 12.1 C.C.E. is legally domiciled at its main office.
- 12.2 These General Conditions and every single Sale shall be governed by Italian Law, excluding its conflict law provision.
- 12.3 Any dispute arising from or in relation to any of the Contracts and/or any dispute related to the Products supplied by C.C.E to the Buyer shall be decided by the Court of Padova, Italy, which has exclusive jurisdiction. As an exception to the principle hereabove, C.C.E. is entitled to summon the Buyer on the Court of the place where the Buyer has its registered office.