



GENERAL CONDITIONS OF SALE

Whereas

These general conditions of sale apply to the existing contractual relationship between **CRC S.r.l.** (Italian Tax Code and VAT: 01877480127), in the person of the company legal representative pro tempore, with registered office in Caronno Pertusella (VA), viale 5 Giornate no. 1382, and the Customer and the requested order to follow, and whose subject are the terms and the methods of sale of CRC S.r.l products.

1 – ORDERS

By sending the order, which must be prepared by hand on company letterhead and signed by the Customer, to be sent to CRC S.r.l. by fax and/or by e-mail, the Customer is making a purchase proposal, pursuant to art. 1329 of the Italian Civil Code, to be considered binding for a minimum period of twenty days (20) from the date the order is received.

Within this period of time, CRC S.r.l. reserves the right to accept the proposal, even by simply delivering the ordered merchandise, also in observance of art. 1510, second paragraph, of the Italian Civil Code, should it involve the transportation of merchandise.

CRC S.r.l. is, in any event, free to accept the order even after the above time period expires, unless written notification to the contrary is sent by the Customer.

If the goods ordered by the Customer are not available and/or are available in a quantity insufficient to fulfil the order, the sale is still understood to be concluded and accepted by the parties, with regard to the goods actually supplied.

Without prejudice to the irrevocability of the terms above, the Customer may request a modification to previously transmitted orders, with strict reference to the Product colour and measurements, on the condition that this request is sent to CRC S.r.l., in writing and by the methods indicated for the transmission of orders, no later than 2 (two) days from receiving the order to be modified. In such instances, CRC S.r.l. undertakes to assess the feasibility of the modifications to the order according to production requirements and provided the Products are already available for shipment. If the requested change are not accepted, CRC S.r.l. will arrange for delivery of the originally ordered Products.

The cancellation of an order, even partial, and as with any other change made to orders received by CRC S.r.l., is only possible with the express written consent of CRC S.r.l.

2 - DOCUMENTATION

The description of CRC S.r.l. product features and characteristics, in the product documentation provided to Customers, including the website, are merely indicative and are non-binding on CRC S.r.l.



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3 - TECHNICAL FEATURES OF THE PRODUCTS

When placing an order, the Customer acknowledges they have been fully informed by CRC S.r.l. with regard to the technical features of the ordered products. At the same time, the Customer acknowledges they have been informed about the aluminium components assembled on the Products - and any differences in tone between anodised and powder coated profiles, even those in the same order, are normal; they may also have welded joints.

With reference to all Product features described in this agreement, the Customer acknowledges these do not, in way, constitute a defect or lack of quality of the Products, as they do not affect the physical and mechanical qualities, nor durability, of the Product, and henceforth waives any action or exception based on these characteristics.

4 - DELIVERIES AND WITHDRAWALS

CRC S.r.l. will arrange for the goods to be delivered to the address provided in the order, by the methods expressly indicated by the Customer when placing the order; in any event, the costs and charges for delivery will be the sole responsibility of the Customer.

Unless otherwise agreed in writing, the merchandise will be supplied "Ex Works". Unless otherwise agreed in writing, CRC S.r.l. may assign carriers of their choosing with the cost of freight added to the invoice.

The Customer is required to inspect the merchandise on arrival. Any shortages, damage, anomalies, defects to the packaging must be reported in writing on the Delivery Note or on the Transportation Document which accompanies the merchandise and countersigned by the Carrier.

To all intents and purposes of the Law, CRC S.r.l. is free from the obligation to deliver pursuant to art. 1510, paragraph two of the Italian Civil Code and it is therefore not liable for any loss or damage during transport. In these circumstances, the Customer will be required to pay the agreed sum for the purchased products, including the costs for transport and any other costs, without prejudice to the right to exercise their rights with regard to the carrier, pursuant to art. 1689 of the Italian Civil code.

In any event, the Customer is responsible for the costs of handling as well as all those resulting, and incurred, from the non-delivery or delayed delivery of the supplied goods, which are not attributable to gross negligence on the part of CRC S.r.l.



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5 – TERMS

The terms of delivery indicated in the order are provided as an example and are not of an essential nature.

In the event of a delayed delivery, the Customer has no right to be paid a penalty, claim any damages or interest, nor will the order be cancelled.

In any event, CRC S.r.l. declines all responsibility for delays in delivery resulting from force majeure or a fortuitous event (including, by way of example and not limited to, natural disasters

such as earthquakes, flooding, fire, war, general military mobilisations, insurrections, kidnappings, transportation and/or company employee strikes, an interruption to production, defects, delays and difficulty in receiving materials from suppliers, provisions on the part of the public authorities).

On the express written request of the Customer, and if received prior to the Products being handed over to the carrier/courier for delivery, CRC S.r.l. will delay shipment of the ordered Products up to 30 days (thirty) from the original date indicated in the relative order confirmation. It is understood that should the delay exceed 30 (days), as in any instance of refusal or impossibility on the part of the Customer to receive delivery for the Products ordered, CRC S.r.l. will have the right to charge the Customer for all holding costs accrued, whether the Products are held directly by CRC S.r.l., or a third party assigned by the latter. In any event, CRC S.r.l. will be entitled to demand payment of the amounts due to them at the deadlines originally agreed.

6 - PAYMENTS

Unless otherwise agreed in writing, all payments must be made at the registered office of CRC S.r.l. Any assignment of credit is understood to be carried out with recourse. Any issuing of drafts, bank receipts, promissory notes or the recourse to other means of payment by the Customer do not change the remittance address and are considered datation in payment.

If the Customer does not arrange payment for the goods supplied within the time limits specified in the relative sales invoice, interest will be charged on the

unpaid amount, at a rate established by art. 5 of Italian Legislative Decree no. 231/2002, without prejudice to the right of CRC S.r.l., to charge the Customer for any other outstanding amounts or request a further sum for any other damages suffered.



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7 - WARRANTIES

CRC S.r.l. guarantees the correct operation of the Products for a period of 2 years (two) from the date of delivery, pursuant to art. 1510, second paragraph of the Italian Civil Code. The CUSTOMER undertakes to conserve the documents for the entire warranty period. If, following a request by CRC S.r.l., the Customer fails to produce the documents for the Products which the Customer has requested an intervention, the warranty is void and CRC S.r.l. reserves the right to charge the Customer for all costs related to the intervention.

The warranty certificate assures CRC S.r.l. that the connected product was manufactured by CRC S.r.l. and guarantees the product and its mechanical components against manufacturing defects, for a period of 2 years (two) from the time of purchase.

The warranty includes, at the discretion of CRC S.r.l., the replacement or repair of defective components of the product and, specifically the free provision of materials required for the replacement or repair under warranty, it being understood that the costs to perform the work are the sole responsibility of the Customer.

The warranty excludes any liability for direct and/or indirect damages, even involving third parties, persons and/or things: CRC S.r.l. is therefore not liable to the Customer or subsequent users, for the loss of production, profit, use or any other consequential, economic or indirect damage of any nature.

In addition, the warranty does not cover: (a) periodic maintenance and repairs, or the replacement of component parts subject to normal wear over time; (b) the call costs of technical personnel, transportation and related risks; (c) Product faults and deterioration caused by their incorrect installation or maintenance, if not performed by personnel assigned by CRC S.r.l., and any improper use of the Products; (c) Products whose dimensions do not fall within the listings of CRC S.r.l.; (e) faults and deterioration resulting from a fortuitous event or force majeure, by way of example and not limited to, lightning, flooding and fire; (f) faults and deterioration resulting from systems and/or structures to which the CRC S.r.l. product has been connected and/or assembled; (g) faults and deterioration caused by the failure to take proper cautions during transport and delivery, neglecting, among other things, to use well-preserved packaging.

In order to make use of the guarantee, the Customer will have the duty to inform CRC S.r.l., by registered post at the registered office of the company, under penalty of voiding the warrant, of any operational faults or defects within 7 (seven) days of their discovery and, in any event, no longer than 1 (one) year from the date of delivery. Complaints and disputes raised by third



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parties (by way of example and not limited to carriers, couriers or agents) or through other methods, will have no effect.

To make it possible to carry out interventions under warranty, the Customer must allow assigned personnel, when requested by CRC S.r.l., to access the locations where the Products have been installed.

If it is revealed that the merchandise has undergone interventions by personnel not authorised by CRC S.r.l., the warranty is void and the Customer will bear all costs of the intervention. In addition, the warranty is also permanently void should the Customer fail to arrange for the regular timely payment, in accordance with the terms indicated on the invoice, of the amounts established to purchase the merchandise for which they have reported the malfunction.

8 - LIMITATION OF RESPONSIBILITY

To the extent permitted by the mandatory regulations of the Law, the Customer acknowledges that the sales of Products regulated by these General Conditions, that the provisions of art. 1490, first paragraph, and art. 1497 of the Italian Civil Code, are not applicable.

9 - SUSPENSION OF SUPPLIES

In the event of a failure to make full or partial payment of the amount due for any supply relationship between CRC S.r.l. and the Customer, with respect to the established deadlines, CRC S.r.l. may suspend any further purchase orders, even if they have been accepted, or provide any other goods which are different in nature to those subject of the unpaid supply, until the debt has been paid in full, including compensation for any further expenses or damages suffered.

In the event that CRC S.r.l. discovers, from objective information (legal actions against the Customer or requests for preliminary injunctions), that the Customer may not meet its own obligations, or their assets and liabilities position has changed, CRC S.r.l. will have the right to suspend the supplies in progress which have not yet been paid, until the Customer provides suitable guarantees accepted by CRC S.r.l.

10- RETENTION OF TITLE

The Products are supplied with a lien agreement clause pursuant to, and for the purposes of, art. 1523, and subsequent, of the Italian Civil Code, as well as that established on the matter by Italian Leg. Decree no. 231/2002.



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If the Customer defaults, pursuant to art. 1525 of the Italian Civil Code, CRC S.r.l. will have the right to withdraw from the agreement, and the Customer will be obliged to return the Products;

CRC S.r.l. will also have the right to withhold the installed payments currently collected without prejudice to the right to compensation for any additional damages.

11 - MODIFICATIONS, APPLICABLE LAWS AND EXCLUSIVE JURISDICTION

Any modification or derogation from the agreements referred to in these General Conditions must be made and evidenced in writing. Any disputes regarding the interpretation, validity, execution and termination of the sale, subject of these conditions, will be the exclusive jurisdiction of the Ordinary Judicial Authority of the Court of Busto Arsizio, in accordance with Italian Law.

Caronno Pertusella (VA), 01/01/2017.

CRC S.r.l.

The Legal Representative



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