

MARTEX S.P.A.
GENERAL CONDITIONS OF SALE

Article 1 - Statement of Contract

1.1. These Conditions of Sale (hereinafter referred to as "GCS"), and conditions of warranty printed on the reverse of Martex Spa (hereinafter, for brevity, MARTEX) also downloadable at the following address: <http://www.martex.it>, subject to any exceptions agreed in writing, govern all current and future sales contracts between the parties.

1.2. Any terms and conditions of the buyer will not apply to relations between the parties unless expressly accepted in writing; in which case, however, unless an exception is written, they won't exclude the efficacy of these GCS and conditions of warranty as they will still be coordinated with those.

1.3. All contracts of sale between the parties, as well as these GCS and conditions of warranty, will be governed by Italian law and, in case of international sales, by the 1980 Vienna Convention on the International Sale of Goods.

1.4. Any uses and/or practices established between the parties are not binding for MARTEX.

1.5. Adherence to these GCS and conditions of warranty, as well as all contracts and subsequent behavior of the parties and governed by the same, unless otherwise expressly agreed in writing, do not imply the granting of any exclusive rights to the buyer, or the establishment of relationships of concession, commission or remit, with or without representation, and they do not give the buyer the right to use the trademarks or other distinguishing marks of

MARTEX in any form.

Art. 2 - Formation and scope the contract

2.1. The sending by MARTEX of these GCS and conditions of warranty does not by itself imply acceptance by MARTEX of any claims as part of ongoing negotiations; however, they cancel and replace those previously proposed by either party.

2.2. The sending by MARTEX of any advertising materials (catalogs, brochures, price lists or other material descriptive of the goods) not specifically including the term "promotion" or other equivalent, is not to be considered proposed sale and does not bind MARTEX. The conditions "without commitment", "subject to availability", "subject to prior sale" or other equivalent affixed by MARTEX to a promotion, do not bind MARTEX with the terms of the promotion, even in case of acceptance of the promotion by the buyer - unless subsequent written confirmation or by design in accordance with MARTEX.

2.3. The order by the buyer is to be considered a firm and irrevocable contract proposal.

2.4. The sending of an order and taking over of the goods by the buyer involve contextual and full recognition, understanding and acceptance of these GCS and conditions of warranty.

2.5. Orders are subject to approval by MARTEX, which reserves the right to give it at its sole and absolute discretion within 10 (ten) days after having read the order proposal.

2.6. Except as provided in the preceding article, MARTEX only accepts orders

duly signed by the buyer and issued in the following ways: (a) in the form of a contract, or (b) on the letterhead of the buyer, or (c) on letterheaded fax by the buyer or (d) confirmed by the buyer with stamps and signatures on own official proposal or (and) by e-mail. Any telephone orders will be accepted at the discretion of MARTEX and will not be considered binding for MARTEX unless confirmed in writing.

2.7. Buyer's orders not compliant with a previous offer by MARTEX are rejected unless expressly confirmed in writing by MARTEX.

2.8. MARTEX is not bound, without express confirmation, by the statements of its agents, brokers, distributors and other ancillary business.

2.9. The acceptance without the express reservation by the buyer of non-conforming products by type or quantity or sent at different conditions from those contained in the request of the buyer or offer by MARTEX, imply acceptance by the buyer of the supply and conditions proposed by MARTEX. The above reservations - even if formulated in the form of clarification or correction of the conditions of supply - will not be effective unless made in writing by the buyer, immediately upon receipt of the goods.

2.10. MARTEX is free to modify and update their GCS and warranty terms at any time, including their own price lists and offers. In the case of a written offer, the conditions specified therein shall be maintained valid against the buyer for a period of time specified

therein.

2.11. Printing, writing and calculations mistakes in the offers, order confirmations and invoices by MARTEX, where recognizable with the utmost care, do not to bind MARTEX, which reserves the right to make any changes at a later time.

Art. 3 - Data and technical documents; samples

3.1. The technical data, dimensions, features, capabilities, colors, weights, prices and other data for the products listed on the website and/or contained in the technical documentation and advertising by MARTEX (eg. catalogs, brochures, circulars, price lists, drawings, data sheets, pictures), as well as the characteristics of the samples and models sent by MARTEX to the buyer, are indicative only. These data are not binding except to the extent they have been expressly mentioned as such in the offer and/or written acceptance of MARTEX. Any statements or advertisements of third parties are not binding for MARTEX in any way.

3.2. Any drawings or technical document that allows the manufacture of products sold, or parts thereof, issued to the buyer, remain the exclusive property of MARTEX and may not be copied, reproduced, transmitted to third parties without the prior written consent of MARTEX. MARTEX also remains the exclusive owner of all intellectual property rights or industrial related products.

3.3. MARTEX reserves - at its own discretion and without the necessity of any notice - the right to make changes deemed most appropriate to the models that

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do not harm the quality and aesthetics of the product itself. The colors of the painted parts and woods are approximate given the technical impossibility to keep the colors constant over time; MARTEX declines, therefore, any liability for changes in color which may occur over time, as well as by requests of pairings received at different times even though MARTEX will strive to provide the best possible technical solution.

Art. 4 - Producer Liability

4.1. The products are manufactured in accordance with the regulations in force in Italy and the European Union; any specific requirement shall be mutually agreed in writing between the parties and the buyer assumes the full risk of any discrepancy between the Italian standards and those in the country of destination of the products, keeping the seller undamaged.

4.2. MARTEX is responsible for damage to persons or property, arising from products sold only in case of proven gross negligence in the manufacture of the products themselves, but in no case can be held liable for any indirect or consequential damages, loss of production or loss of profits.

4.3. Notwithstanding the foregoing, the buyer shall indemnify MARTEX in all actions of third parties based on liability arising from products sold and will indemnify the damages arising from claims in question: MARTEX may involve the buyer who, for its part, will take all steps necessary to intervene in the opinion filed by third parties.

Art. 5 - Delivery

5.1. Unless otherwise agreed in writing between the parties, MARTEX deliver the goods ex works at its premises (EXW INCOTERMS published by the International Chamber of Commerce in their latest version in force at the time of delivery). If requested, MARTEX will transport the products by choosing the means of transport which it considers most appropriate in the absence of specific instructions of the buyer.

Unless otherwise agreed in writing, the transport will always be done with a clause "truck side" (meaning, that the delivery of the goods does not include unloading and portage, and all risks of loss or deterioration of the goods will be the sole responsibility of the buyer as of unloading the goods) at the expense and risk of the buyer. The transportation cost will be added to the price of products purchased.

5.2. Any date of surrender possibly agreed between the parties is intended as approximate and not binding on MARTEX if not specifically mentioned as an essential term. In the absence of raw materials or if the buyer fails, within the deadline, to transmit any technical data necessary for preparing the products as well as to advance payments or opening of letters of credit agreed, the delivery period will not begin to run and MARTEX will not be required to begin production until the relevant impediment is exceeded.

5.3. The delivery period shall be considered met if the goods are delivered in accordance with the provisions in section 5.1. or, anyway, if MARTEX will

promptly deliver them to the carrier. In any case MARTEX cannot be held liable for delays in shipping not attributable to it.

5.4. In case of delayed delivery, the buyer may cancel the undelivered portion of the order only after informing MARTEX by registered letter with return receipt requested, sent in advance by fax or e-mail, of its intention, and after 15 (fifteen) business days from receipt of such notice, within which MARTEX can deliver any products specified in the solicitation and not delivered. It is excluded any other liability of MARTEX for damages resulting from delay or non-delivery in whole or in part.

5.5. If the buyer fails to take delivery of the goods by the agreed deadline, MARTEX will reimburse the cost of storing the goods until delivery or sale to third parties that may take place after 30 days from delivery date originally agreed.

5.6. The failure or delay in fulfillment of a partial delivery does not involve the breach of the obligation of the principal delivery and not have any effect on other partial deliveries.

Art. 6 - Prices

6.1. The prices specified by MARTEX in offers, order confirmations and invoices (and possibly the equivalent in another currency where agreed) are based on internal price list expressed in Euros, excluding VAT, in force on the day when the order is confirmed, and on the assessments by MARTEX.

6.2. Unless otherwise specified, all prices are net of transportation, installation and any other tax, duty, law and tax due. The fees appli-

cable are those in force at the date of billing.

6.3. Any currency discounts on prices from MARTEX will be valid only if agreed in writing and will be applicable only in case of full compliance with the terms of payments established.

6.4. Martex reserves the right to unilaterally change, without notice and with immediate effect, the prices quoted in the price list in cases where the adjustment is due to circumstances that are beyond the control of Martex (example: an increase in the raw materials price and labor costs or changes in exchange rates). In all other cases, the change will be communicate to the customer and will take effect on all orders received by Martex from the thirtieth day after the date on which the changes were notified to the Customer.

6.5. MARTEX invoices are considered accepted if they are not contested in writing by the buyer within 14 (fourteen) days of receipt.

6.6. Any "oversized" products (intended as working with non-standard measures of MARTEX provided by the buyer) if not already covered in the list, if approved by MARTEX, will be listed and valued on a case by case basis, with an increase of 35% minimum on its list price.

Art. 7 - Payment

7.1. Unless otherwise agreed in writing, the terms of payment the related conditions are agreed in advance with MARTEX and as a result of its "data sheet".

7.2. Any and all payments made to agents, representatives or trade auxiliaries by MARTEX must be previously authorized by it in writing. The debt securities

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possibly accepted by MARTEX, shall be subject to the condition "subject to collection."

7.3. Any delay or irregularity in the payment will give MARTEX the right to suspend deliveries and/or terminate contracts and/or cancel orders in progress, even if not related to the payments in question, as well as the right to compensation for any damage. Following the expiry of the payment will automatically default interest due to the extent provided by Legislative Decree no. 231/2002.

7.4. In any case, the buyer may reduce or offset the price with any credit, however insurgents against MARTEX, except with the prior written consent of the latter. To the charge of the payment is made, in any case, reference to the provisions of art. 1193, co. 2 Civil Code. The buyer is required to complete payment in the event of any dispute or controversy.

Art. 8 - Retention of title

8.1. In the event that the payment should be made, in whole or in part, after delivery, the goods delivered remain the property of MARTEX until the moment of full payment of the agreed price, pursuant to art. 1523 Civil Code

8.2. MARTEX will be entitled to resume possession of any product sold under retention of title and the buyer will bear the costs and MARTEX may withhold as a penalty any sum received in payment. If the buyer sells the products to third parties, MARTEX rights will move on to the future price of the products until full payment.

Art. 9 - Force majeure

9.1. In all cases of force ma-

jeure that may occur (including, but not limited to: lack of supplies and raw materials, even partial, significant or unexpected increases in the price of the same or fire, collapse, flooding, disruption, strikes, lockouts or other similar events, that prevent or reduce the capacity of MARTEX or block transport between MARTEX plant and the destination of the products), MARTEX will be entitled to an extension of up to 90 days - extendable to 180 days in more serious cases - of the conditions of the delivery of products, provided timely notice to the buyer in writing of the occurrence of force majeure. After the deadlines mentioned above, if the force majeure is still in force, the buyer may terminate the contract via written notice to MARTEX by registered letter sent in advance by fax or e-mail, but must pay the sums promised to MARTEX way of advance payment, deposit or bond, which, if already paid, will be retained by the latter. MARTEX will not, however, be held liable for any obligation to compensate the buyer for any direct or indirect damage connected with or arising from delay or failure to perform the contract.

Art. 10 - Amendments, invalid clauses

10.1. For the interpretation of these GCS and warranty terms, only the Italian version of the same shall be considered.

10.2. Every reference to documents, such as price lists, general conditions of sale or other material by MARTEX or third parties, be deemed to refer to these documents in force at the time of the recall itself, unless

otherwise specified.

10.3. Any changes or additions made by the parties to contracts to which these GCS and conditions of warranty apply must be made in writing, under penalty of nullity. The exception to one or more provisions of these GCS and Conditions of warranty should not be interpreted extensively or by analogy and does not imply a willingness to waive the GCS and conditions of warranty as a whole.

Art. 11 - Disputes

11.1. For all disputes concerning or related to contracts covered by these GCS and the conditions of warranty printed on the reverse, the sole court of jurisdiction is that of Pordenone. MARTEX will be at liberty to act at the buyer's court.

Art. 12 - Confidentiality

12.1. Any technology and/or information about production and sales of parts (including technical features, design and information) whether patented or not, shall be treated as confidential and will not be primarily used or disclosed without prior written permission.

Art. 13 - Final provisions

13.1. Any communication between the Parties will be sent to the address resulting from business correspondence exchanged.

13.2. If MARTEX fails, at any time to: a) perform any provision of these GCS and conditions of warranty, or b) at any time request the buyer to perform any provision of these GCS and conditions of warranty, this will not be considered as a present or future waiver of that provision, nor in any way affect the right of MARTEX to have each of

the provisions performed in the future. The express waiver, by MARTEX, of any provisions of these GCS and conditions of warranty, shall not constitute a waiver of demanding the future compliance by the buyer.

13.3. The contract may not be assigned in whole or in part without the written consent of the other contract party.

The following articles are expressly approved: 2 (Training and object of the contract), 4 (Producer Liability), 5 (Delivery), 7 (Payment); 8 (Retention of title), 9 (Force Majeure), 11 (Disputes), 13.3 (Contract termination).

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Art. 1 - Legal warranty

1.1. Unless otherwise agreed in writing between the Parties, all products sold by MARTEX are covered by a standard warranty of the manufacturer and, for both the buyer and the consumer (a person who buys goods for purposes other than business or professional activity, or makes the purchase without indicating a VAT reference on the order), also by the legal warranty for defects of conformity referred to in Articles 128-135 Leg. Decree No 206/2005. The standard warranty shall be construed as an additional warranty to the legal one, pursuant to art. 1519 septies cc, so as to not prejudice in any way the rights expressly provided to the consumer by the legislation on consumer sales of movable property (Leg. Decree No 206/2005 - Consumer Code). To use the warranty, the consumer will have to keep the invoice receipt.

1.2. The legal warranty in favor of the consumer covers the lack of conformity existing at the time of delivery of the goods, that are manifested within two (2) years from delivery of the good itself

1.3. The lack of conformity must be communicated to MARTEX, on penalty of forfeiture, within two (2) months from the date on which the consumer has discovered the defect. The action against MARTEX is prescribed in any case within twenty-six months (26) from the date of purchase of the good.

1.4. In case of lack of conformity, the consumer has the right to restore, without charge, of the conformity of the good by repair or repla-

cement, or at a suitable price reduction or termination of the contract, according to the provisions of art. 130 Leg. Decree No 206/2005. The product must be returned by the buyer, in the original packaging, complete in all its parts (including wrapping and any documentation and accessories: manuals, cables, etc.). After checking the product returned by the Consumer, MARTEX will replace or repair it and will proceed to the shipping of the product, except as provided by art. 130 Leg. Decree No 206/2005. If, following the intervention of MARTEX, it is found that the defect complained of does not include a lack of conformity in accordance with Articles 128 and following Leg. Decree No 206/2005, the buyer will be charged with any costs of verification and restore, as well as transportation costs, if incurred by MARTEX.

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Art. 2 - Conventional Warranty (valid only and exclusively for items included in the Anyware list)

2.1. Unless otherwise agreed in writing between the Parties, MARTEX warrants its products (excluding those parts and/or materials of the products that are not produced by MARTEX) are free from flaws/defects for a period of 7 (seven) years from the date of the invoice.

2.2. Warranty does not apply to product defects, damage, failure or loss resulting from : (i) damage caused by or during transportation or during any phase of portorage or during any assembling phase, (ii) abuse, misuse, or accident (including, without limitation, use of product in unsuitable environments or conditions) (iii) failure of following MARTEX instructions for installation and operation of products, (iv) non-routine maintenance and storage of products, (v) normal wear of and tear of moving and movable parts, (vi) repairs or alterations made by the buyer or any third parties without the prior written permission of MARTEX, (vii) alteration or modification of the product.

2.3. The following products and materials are not covered by this warranty:

Any part and/or components not produced by Martex for which is valid the warranty of the producer only.

Products considered consumables (e.g. working surfaces, fabrics, leather, mechanisms..).

Customer own or non standard textiles and materials. Variation occurring in surfaces materials (e.g. colour

fastness, sheen on veneer surfaces or matching grains, texture and colours across dissimilar substrates and lots).

Other manufacturer's products.

2.4 Replacements parts are covered for 2 years or the balance of the original warranty, whichever is longer.

2.5. Provided that the complaint is covered by the warranty and notified by the buyer in compliance with the terms of this article, MARTEX will, at its own discretion, replace or repair any product or part of it that present defects.

2.6. The buyer must report, under penalty of forfeiture, to MARTEX, the presence of defects within eight (8) days from delivery if obvious defects, or within eight (8) days of discovery in the case of hidden defects or not detectable by person of average ability. After the deadlines above, the products shall be considered as definitively accepted

2.7. Claims must be made in writing and must specify in detail the alleged defects or non-compliance, as well as references to the relevant invoice or delivery note or order confirmation by MARTEX. In addition, at the request of MARTEX, complaints must be accompanied by adequate photographic documentation. Incomplete claims will have no effect.

2.8. The products subject of a complaint will be immediately sent to MARTEX at its factory, or to any other place indicated from time to time, at costs and expenses borne by the buyer - unless otherwise agreed between the parties - in order to allow MARTEX to complete the necessary controls. The

warranty does not cover damages and/or product defects caused by abnormalities arising out of or related to, the parts assembled/added directly by the buyer or by the final consumer.

2.9. If a complaint is either totally or in part unfounded, the buyer will be required to indemnify MARTEX the expenses incurred for the controls (trips, assessments, etc..).

2.10. In any case, the buyer is not entitled to exercise warranty rights given by MARTEX if the price of the products has not been paid under the conditions and terms agreed upon, even if the failure to pay the price agreed under the terms and conditions refers to products other than those for which the buyer intends to make a warranty claim.

2.11. Without prejudice to what stated in Article 2.5 and except in cases of wilful misconduct or gross negligence, MARTEX cannot be held liable for any damages incurred and/or connected to the vices of the products. In any case, MARTEX cannot be held liable for any indirect or consequential damages of any kind including, without limitation, losses or lost profits due to the buyer's inactivity.

2.12 . In case of differences in interpretation of the language between that of this contract and Italian, it has the prevalence the Italian Language.

2.13. For all disputes concerning or related to contracts covered by these warranty or / and any dispute, the sole court of jurisdiction is that of Pordenone. MARTEX will be at liberty to act at the buyer's court.

Date

Customer

The following articles are expressly approved: 2.2. (exclusion from Conventional Warranty) 2.3 (exclusion from Conventional Warranty); 2.4 (replacement or repair of defective products) 2.5. (replacement or repair of defective products); 2.6. (complaints); 2.7. (method of claim); 2.8. (immediate dispatch of defective products); 2.9. (groundlessness of the complaint); 2.10. (conditions for valency of warranty claims); 2.11. (exclusion of Conventional Warranty for consequential damages); 2.12. (Language) 2.13 (place of jurisdiction)

For acceptance

Date

Customer
