

## **GENERAL TERMS AND CONDITIONS (GTC) OF COMPANY GRÜNIG PIETRE NATURALI SRL**

1. Price: The prices quoted by us are ex works / warehouse Vipiteno, or our respective plants in Fundres, Val di Vizze or Salerno, loaded on truck.
2. GTC: Grünig srl manufactures and supplies solely on the basis of the general terms of sale, shipping and delivery. This explicit recognition has been provided and is included in the agreement.
3. Offer and prices: All offers are subject to change. All prices may vary, and can be corrected, if material, labor, fuel and/or electricity price increases. Incomplete or extended service specifications environments require a new calculation on the part of the seller. The price of packaging is not included in the prices for the individual products.
4. Delivery options: All orders are accepted in subject to the delivery options. The seller shall observe the delivery times given as far as possible. Delivery and service delays attributable to force majeure or to exceptional occurrences not attributable to us and which impede delivery significantly (e.g. operational disruptions, strikes, lockouts, official directives, lack of transport facilities, and energy supply difficulties, etc.) shall release us from compliance with the agreed delivery dates and shall entitle the vendor to postpone delivery for the duration of the impediment.
5. Shipment of goods: Unless otherwise agreed in writing, the shipment shall be at the expense and risk of the purchaser. The seller is only liable for gross negligence or intentional damage caused. When ordering on-demand no compensation can be derived or claimed in the case of shipping halts by material shortages, unless they are caused by gross negligence or intent. If delivered by truck, the navigability of the disposal point has to be up to 45 tons. If the unloading was agreed with crane truck, a person to help unload has to be placed at the unloading point. Transport prices are according to our transportation zone plan or the defined agreements.
6. Returning items: All refunds will be accepted only if approved in advance by the purchaser, subject to verification of returned goods. The return delivery of goods to the seller, for whatever reason, shall be on account of the purchaser free factory or quarry. Packaging material can not be returned. Impeccable returned goods will be credited with 80 % of the sales price.
7. Pattern and Material: The originals or samples of material send or shown to our customers, are only intended to illustrate the general appearance of the stone. They are not binding for colour, texture, drawings in natural stone and for possible colour variations, changes, and turbidity. It is expressly mentioned, that for deviations that are present and normal in natural stone, no liability is taken over. Filling and bonding of natural stone, if necessary, can not be claimed.
8. Complaints: Any complaints can only be considered if they are submitted by letter immediately after receipt of goods. A possible deduction from the invoice value can only refer to the objectionable amount, but not to freight and labour costs. The examination of the natural stones must be always before installation. With the installation of the purchased goods, the customer confirms the defect-free acquisition of these. A warranty for the stone after the installation is ruled out. Also, claims that regarding already installed stone, without prior notice of defects, are excluded
9. Rescission of contract: Should the purchaser withdraw from the contract before the start of production, a cancellation fee of 15 % will be charged. If the purchaser withdraws due to delayed delivery (see point 4) or any other reason from the buying contract, so the meantime incurred material, labour and incidental costs , are charged to the buyer. The, until the resignation of contract finished goods, shall become the property of the purchaser, and shall be paid on time as agreed in the purchase contract without deduction. A withdrawal is not possible for custom-made tiles, steps, etc. The seller may unconditionally withdraw from the contract if the purchaser fails to meet its payment obligations on time.
10. Payment Policy: Payments are due within 30 days of delivery, without deduction. Cash discounts must be agreed in writing in the purchase contract. When exceeding the term of payment, default interest will be charged in conformity of European law LGS No. 231, dated 09.10.2002. Different payment terms must be agreed in written form. Payments may only be withheld proportionally with complaints. We are entitled to demand and accept collateral We are at entitled to demand and accept collateral at all times. All goods delivered will remain our property until full payment of the purchase price (including interest and incidental charges) has been made. Offsetting with counterclaims by the purchaser is not permitted.
11. Jurisdiction: jurisdiction for disputes arising from this contract is the district court of Bolzano, Italy. Italian law shall be applicable.

The above sales, shipping and delivery terms are hereby  
accepted and confirmed

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