



CERAMICHE BRENNERO S.p.A. (SELLER)
GENERAL SALES CONDITIONS

1. **GENERAL CONDITIONS** – Sales are regulated by the following general conditions, to be also integrated with those indicated on the invoice and, for that which is not expressly provided for, will be regulated by the Italian Civil code.
2. **ORDERS** – The client's order corresponds to a purchasing proposal; this is irrevocable for the Client and is non-binding for the Seller, who reserves the right to accept the order. The sales contract shall be considered concluded only after a written order confirmation is given by the Seller. Any additions or modifications made to the order, even if carried out by agents of the Seller, shall not be equally binding for said Seller, who can accept or refuse them without compromising the original order. That which is contemplated in the order confirmation by the Seller, cancels any agreements or negotiations that are not referred to in said confirmation.
3. **SUBJECT-MATTER OF SUPPLY**– The supply exclusively includes that which is indicated in the order confirmation. The Seller reserves the right to carry out modifications on the products deemed opportune without due notice to the Client. Any characteristics and information resulting from the catalogues, and any documentation relevant to the products, are to be intended as indicative and non-binding for the Seller.
4. **PRICES** – The valid prices are those indicated on the price list that is in force at the time the Seller confirms the order; these are intended as ex-factory and do not include other charges, such as: VAT tax, stamps, or any type of taxes, that are to always be considered the Client's responsibility.
5. **ORDERS ON SALES** – These are considered as all articles with a base quantity inferior to a complete palette. In this case, the prices and discount conditions established for the incompleted pallets are applied, with PAYMENT due within a maximum of 60 (sixty) days from the date of invoice. THE COMPLETION ORDERS OF ONLY LINERS AND/OR DECORATIVE TILES CAN ONLY BE SHIPPED IN COMPLETED PACKAGES. THE ORDERS WITH AN AMOUNT INFERIOR OF €. 100,00 WILL BE SHIPPED WITH AN ADICTIONAL CHARGE OF €. 30,00 ON INVOICE.
6. **TERMS OF DELIVERY** - The terms of delivery are approximate: a leeway of 90 (ninety) days is conceded to the Seller from the term indicated on the order confirmation. However, the Seller shall not be held responsible if failure to comply to the above stated term, and to the leeway, are consequences of strikes, unavailability of raw materials, natural disasters, fire, and/or other events not attributable to the Seller.
7. **SHIPPING** – The goods are always intended as sold ex-factory of the Seller - BONDENO DI GONZAGA (MN). Any interest on behalf of the Seller in finding means of transportation and/or advancing the shipment to one of the various warehouses deposits of the ceramic district, must be made on behalf of the Client, without any responsibility for the Seller. Any conglotation of sales price, transport price or "ex-destination" agreement does not constitute a derogation to this clause. Therefore, the Client is responsible for losses, damages, modifications of the goods and packing, or for any reason or fact attributable to the transport of said goods, even if the Seller, upon request of the Carrier, was required to issue a warranty statement. The goods travel at the risk and peril of the Buyer: no responsibility, whatsoever, relevant to transport, can be imputed to the Seller. If the Seller does not receive precise indications from the Client on the Carrier to use for transporting the goods, the Seller reserves the right to entrust the goods to a Carrier of choice, once the material is available. The Client cannot, for any reason, refuse to clear the goods ordered, once arrived.
8. **PAYMENT** - The sum of each invoice must be paid using the methods and within the terms stipulated and indicated in the invoice. The place of payment remains the headquarters of the Seller. Payments made to agents of the Seller shall not release the Client from his obligation to remit, if not preceded by specific written authorization given by the Seller. **Failure to comply with the terms of payment shall grant the Seller the right to:**
 - a. Terminate all agreements in process, in compliance with Section 1456 of the Italian Civil Code.
 - b. Suspend any shipments of orders or balance of orders in progress.
 - c. Exact default interests at a tax of 1% (one percent) per month, or fraction of said month, in addition to the official discount rate, plus expenses, without the need to bring on a formal default action against the Client.
 - d. Issue drafts on the remaining invoices still open, deeming the drafts authorized, even if different conditions of payment were originally stipulated.
9. **LEGAL FEES** – Any unsettled sums on behalf of the Client authorizes the Seller to appoint an attorney to collect said sums. Once the attorney has been appointed, the Client shall have to pay the Seller both the unsettled sums due, as well as an additional sum equal to 30 % of the entire amount, as a penalty, with a minimum of Euro € 160.00= as a lump-sum redemption for legal fees, with waiver to account for payment of said fees, except for compensation for any additional damages.
10. **RIGHT TO WITHDRAW FOR THE SELLER** – The Seller has the power to withdraw if, after confirmation of the order, the Seller receives trade information in reference to the Client which, in the Seller's indisputable opinion, advises against the execution or continuation of the agreement. With the execution of said power, the Client is not entitled to any right to an award for damages or other.
11. **COMPETITION** – The Client cannot resell the goods in reference to said agreement, in areas other than those stipulated, in which the Seller's product is already reputably distributed by other operators in this sector. If breach of contract occurs, the agreement will be terminated in compliance with Section 1456 of the Italian Civil Code.
12. **CHARACTERISTICS** – The Client is aware that variations in work size, intensity, color, shade or other visual characteristics of the products may exist, and that a total uniformity of said characteristics is not guaranteed by the Seller. The Client is also aware that the products purchased from sample may vary in their visual characteristics from said samples, and in the same aspect and gradation in which the entire production of the Seller can vary. Differences in shade among base tiles and decorative tiles are natural characteristics. All products may present tapping due to the use of lead-free glazes.
13. **GLASS** - Our Glass are handmade: defects and irregularities are considered a value of handmade products.

14. **CRAZING** – Twice firing products or products porous in single firing with white body are subjected to crazing with time and no guarantee can be given to both against these.
15. **INSTALLATION OF WHITE BODY TILES** - Please install tiles with glue without immersing them in water. Is strictly recommended to use glue class C2TE following the norm EN 12004. Seal joints with an impervious grout. If joints are not completely watertight, moisture can be absorbed into the tile body causing stains to show through the glaze.
16. **LAYING: PORCELAIN STONEWARE-SINGLE FIRING-DOUBLE FIRING** – All materials have to be fixed with JOINT- It is measured only the first choice
17. **Laying: SIZE FOR MIXED AND THICKNESS SIZES** – Differences sizes and thicknesses are possible among base tiles as well as decors and borders. Before fixing it is recommended a test about caliber and thickness in order to compensate for any size differences tiles by means of the glue and the grouting joint.
18. **PRECIOUS GLAZES – LAPPED PRODUCTS – POLISHED PRODUCTS** – The tiles decorated with GOLD, PLATINUM, and/or LUSTER and the lapped or polished materials must not come into contact with grout, abrasive agents, acids or concentrated alkalines. Special care must be taken both during and after the installing process: these products may only be cleaned with water and mild detergents. Damage to these materials caused by improper maintenance shall not be acknowledged.
19. **SPECIAL PRODUCTS** - For products with special characteristics strictly follow the instructions found inside the package.
20. **"JOLLY" MITERED TILES** – Mitered (Jolly) are NOT supplied.
21. **SUB-GRADES** – The orders relevant to products of a lesser grade than first grade material are subject to availability of the goods and, even if confirmed, are intended without term of delivery.
22. **PROTECTIONS OF THE SURFACE** – The surface of the tiles 20x25 and 20x37,5 – 20X30 is protected by a special wax made of silicon which can be cleaned with a wet sponge.
23. **COMPLAINTS** – Complaints in reference to any missing or broken goods must be solely addressed to the Carrier (when the material is unloaded, making note of such on the document of transport) and immediately communicating the vicissitude to the Seller by registered letter. Any other complaint relevant to the nature and/or characteristics of the material must be opportunely communicated to the Seller by registered letter, however, within 8 (eight) days upon receipt of the goods. ONCE SAID TERM HAS EXPIRED, THE GOODS SHALL BE CONSIDERED SEEN AND ACCEPTED in the state in which they were received, with forfeit of the warranty as a penalty. Any hidden defects of the goods must be claimed as stated above, within 8 (eight) days from discovery, however, within 1 (one) year from delivery, with forfeit of the warranty as a penalty. The Client also forfeits the warranty if, after the claim, has been opportunely communicated, the Client does not keep the material available for the Seller for at least thirty (30) days, or if the material is utilized. Material that is of a lesser grade than first grade material shall be sold without a warranty. **Claims relevant to material already installed shall not be accepted.**
24. **ELIMINATED ITEMS**– Non shown items on website are intended as ELIMINATED from production. The Seller reserves the right, at his own discretion, to also eliminate from production other articles on this price list. For the articles indicated in the summary with (*), availability is not guaranteed.
25. **PACKING – PALLETS and NYLON WRAP for warehouse are to be paid**, the company reserves to apply updated prices without any advanced notice.
26. **PRODUCT WARRANTY** – All first grade products comply with European standards and are classified as:
 - a) BICOTTURA PASTA BIANCA (ISO 13006) - Appendice L -UNI - CE EN 14411 - Gruppo BIII -GL - piastrelle di ceramica pressate a secco $E > 10\%$.
 - b) BICOTTURA (ISO 13006) - Appendice L -UNI -CE EN 14411 - Gruppo BIII -GL - piastrelle di ceramica pressate a secco $E > 10\%$.
 - c) MONOCOTTURA (ISO 13006) - Appendice J - UNI -CE EN 14411 Gruppo BIIa - GL -Piastrelle pressate a secco $3\% < E \leq 6\%$.
 - d) GRES CERAMICO (ISO 13006) - Appendice H - UNI -CE EN 14411 Gruppo BIb - GL -Piastrelle pressate a secco a basso assorbimento
 - e) d'acqua $0,5\% < E < 3\%$.
 - f) MONOPOROSA pasta bianca (ISO 13006) -Appendice L -UNI CE EN 14411 Gruppo BIII - GL -Piastrelle in ceramica pressate a secco
 - g) $3\% < E \leq 6\%$.
 - h) GRES Porcellanato (ISO 13006) CE EN 14411 - Appendice G - Gruppo BIa GL -Piastrelle pressate a secco a basso assorbimento
 - i) d'acqua $E \leq 0,5\%$
 - j) The material marked on the packaging following below classes but sold on sale respect the normal sales conditions and/or indicated in the invoice with choice "1—" and/or "1P" are NOT covered by Warranty
 - k) The materials of a lesser grade than first (first choice) are sold without Warranty.
27. **LIABILITY** – The Seller's liability for defects of the goods sold, if opportunely claimed and verified in presence of the same, is solely limited to the replacement of defective material, free-of-charge. However, any form of compensation for any type of damage provoked by the Client, whether direct or indirect, is excluded.
28. **STANDARD CE** -The technical information on CE trade-mark are available on our web-site : www.ceramichebrennero.com
29. **TERM OF LIEN** – The goods remain property of CERAMICHE BRENNERO S.p.A. until full payment is completed.
30. **JURISDICTION** – Whatever the nationality or residence of the Client, said agreement is subject to the jurisdiction of an Italian Judge.
31. **PRIVACY - Privacy**: la versione integrale è visionabile presso la sede sociale e/o sul nostro sito internet. **Informativa di sintesi - D. Lgs. 196/2003** - art. 13: i dati sono trattati a norma di legge - artt. 7-8-9: è possibile fare richiesta di opposizione al ns. Responsabile della Privacy.
32. **FORUM COMPETENS** – Any disputes which arise between the parties in reference to the interpretation or execution of said agreement or, however, relevant to said contract, shall be exclusively assigned to the Court of MANTOVA, as sole competent court, or to the Justice of the Peace of GONZAGA, if competent for the import of the lawsuit.
33. Prices in Euros without tax.