

GENERAL SALE TERMS

1. ORDER

The completed order form submitted to the company NINZ S.p.A. (hereafter the seller) establishes an irrevocable order proposal for the buyer even in the event that the seller does not accept one or more terms not necessarily specified, but proposes alternatives for example the delivery date, the prices, the payment agreement. It is legally binding for the seller only after acceptance and/or execution. The order-proposal is solely regulated by the present general sales terms. Any additional, supplementary, modificatory agreement must be submitted in its complete form to the seller together with the order form at order time. Such agreements oblige the seller only after written acceptance.

The present general supply and payment terms are an essential and completing part of the sales and delivery contracts stipulated between the seller and the buyer.

If the buyer asks to issue the sales invoice to the name of a leasing company with whom he grants to have signed a specific contract, and if the leasing company header of the invoice does not perform the payment in due time, to first demand of NINZ s.p.a., the buyer engages himself to pay instead of the leasing company. The signatory of the order vouches for his authority to act on behalf of his company and that the commercial terms of the order are binding for the company.

2. PRICES AND PAYMENT MODALITIES – WITHDRAWAL AND CANCELLATION OF CONTRACT - DOCUMENTATION

In case of price increase of the raw materials, the seller has the right to increase the prices, with prior written notice to the buyer. The buyer has the right to cancel the order exclusively in written form not later than 7 days from receiving the price-increase notice. In absence of cancellation the new price will be considered as accepted. In case of an order cancellation the costs of materials which the seller may have purchased to manufacture the ordered goods, for example customised powder-paint or glass of non-standard dimensions, will be charged to the buyer.

Payments in favour of the seller are accepted and have effectiveness only if they are made through a bank to the registered offices of the seller with the exclusion of agents, salespersons, intermediaries or truck-drivers unless specifically authorized in written form by the seller.

CHEQUES NOT ACCEPTED!

In case of missing or late payment after the agreed term, or if any event occurs to decrease the reliability or reputation of the buyer, any delivery or production to the buyer can be stopped by the seller even if related to different and unrelated contracts with the buyer until the buyer pays the due amount.

Further the seller will deliver to the buyer the mandatory documentation (declaration of conformity, fire resistance certificates for fire rated doors and/or CE conformity certificates for external doors and accessories, declaration of conform installation) only the moment the complete payment has been received by the seller. The buyer accepts responsibility, also versus third parties, for late deliveries of the mentioned documents or for the use of the goods delivered without the latter documents, indemnifying Ninz Spa against any eventual claim for damages.

For late payments the interest rate determined by the BCE + 7% will be implemented, ex Decree no. 231/02.

The buyer agrees and accepts the legal consequences if at the expiry dates the due invoices are not settled, without the need to have written notice from the buyer. In case of delayed payments interests will be due from the date of the invoice.

The buyer will be excluded from the benefit of payment by instalment even if only one partial payment is not punctually and fully paid. The seller to his unquestionable judgment has the right to cancel the contract in the event that he comes to knowledge about outstanding debts, legal challenges, changes in the corporate structure and/or reduced solvency of the buyer.

In case of deferred payment covered by credit insurance, the seller will demand the payment in advance or with customer's bank guarantees in case the insurance revokes the credit, even after the signature of an order confirmation stating deferred payment terms.

3. DELIVERY TERMS OR MERCHANDISE PREPARATION

All the merchandise preparation and delivery terms, even if specifically agreed, are to be intended as merely indicative, non-binding and non-mandatory for the seller or essential for the buyer. Delay in the preparation and/or the delivery of the ordered merchandise, even if this depends on the seller does not confer any right to the buyer for revoking even partially the contract, damage compensation, or else, in favour of the buyer.

The delivery terms start from the day the seller accepts the order and not from the day the buyer submits the order proposal. The limitation or interruption of the production due to *force majeure* or however occurring independently from the will of the seller interrupts for all its lasting the count of delivery time without giving the right to the buyer to reduce or cancel the order and/or for any other compensation demand.

4. SHIPMENTS AND CLAIMS FOR DAMAGES TO THE GOODS – RESPONSIBILITIES

Even if sold carriage paid (CP) the merchandise is intended delivered by all legal means at the seller's factory. The merchandise travels always at risk of the buyer. The unloading of the merchandise from the truck is always at buyer's expense unless differently agreed in written form at order time.

GENERAL SALE TERMS

4. SHIPMENTS AND CLAIMS FOR DAMAGES TO THE GOODS – RESPONSIBILITIES

The products supplied by the seller come with a guarantee of twelve months starting from the delivery date. The guaranty obligation consists in the replacement or restore to working order of the parts which to unquestionable judgment of the seller result affected by lacks or defects of origin or production. Excluded from the guarantee are all the typical parts subject to friction or wear. Guarantee is further excluded on parts potentially subject to oxidation or corrosion if not correctly used or regularly serviced.

The goods may be unloaded anytime during the working day. Eventual mandatory unloading hours need to be communicated expressively with the order and the eventual associated fees will be indicated in the order confirmation.

The seller is not subject to the obligations of the guarantee for spoils, damages or inefficiencies due to causes of wrong installation, voluntary or unintentional tamperings, bad maintenance, negligence and incapability of the final utilizer. Adjustments or mendings performed by people not authorized in written form by the seller cause the loss of the guarantee. The mending of the defected materials will always be performed at the seller's factory in Ala (TN), Corso Trento 2/a. To have the right for guarantee the buyer must denounce the existence of defects within 8 days from the day of the delivery of the materials. The request for guarantee performance must be submitted by writing, describing in detail the claim, the production number of the defected doors, the date of the order and the date of delivery of the material. Requests for guarantee performances by phone will not be taken into consideration. Due to operative reasons the guarantee performance requests can be considered during working hours solely, from Monday to Friday.

The late or missing payment of the supply, even partial, cancels any guarantee. Guarantee cases do not confer to the buyer the right to omit or delay payments which have to be executed in any case in accordance with the terms and according to the modalities agreed at order time (and specified in the seller's written order confirmation). Further, the seller keeps the right to cancel the guarantee if:

- 1) stickers or metallic labels displaying the producer mark and the serial number have been erased or removed;
- 2) the product shows usage traces or has been modified or has undergone mechanical works not expressly authorised by the seller;
- 3) the product has been utilised in a way not conform to the submitted instructions or for scopes different from destined usage.

The guarantee is due exclusively to the direct buyer of the seller. After the defect evaluation in case the guarantee performance is justified the product will be mended or replaced; on the contrary the performance will be carried out against payment at buyers expenses. The costs of labor, dismantling, re-installation and transportation for guarantee cases and for staff to work outside the seller's factory and for returning of repaired or replaced products are at buyer expenses even in case of recognized guarantee. The present conditions are to be intended as fully accepted by the buyer at the time of order.

The seller and its employees or assistants are not obliged to verify if the ordered products are suitable for the intended use, particularly for the conditions and modalities of installation. The seller and its employees or assistants are not responsible for the taken measurements at installation places even if they were present during this task at the building site, remaining these exclusive responsibility of the buyer.

Claims for aesthetic defects regarding glasses, particularly those of the fire rated insulated types, defects which may be normal due to special production-procedure, will be accepted only if they fall outside the acceptance parameters of the glass producer. They vary depending on type of glass. The documents containing these parameters can be submitted to buyer's request at order time.

The fire rated glasses and the painting of all doors even in special RAL color are not suitable for outside use, as deterioration occurs rapidly if exposed to ultraviolet rays and water action. Also the storage before installation must be done in an area protected from atmospheric agents. Instructions for a correct installation are supplied with the doors.

Unless differently specified on the order or installation form, doors have to be installed in the wall with metallic brackets and cement-mortar filled in the space between the frame and the wall. The buyer engages himself to inspect quickly the merchandise at receipt.

5. FAILURE OF GOODS COLLECTION

For merchandise delivered ex works (collectable by buyer or delegated forwarder) the buyer is obliged to collect the merchandise within the time frame communicated by the seller with the ready-merchandise notice, in any case not later than 3 days after that term. In total fail of collection the merchandise will be deposited and identified in the seller's warehouse or in any other location to seller's choice, notifying the client by means of a registered letter. The seller will have the right to ask for the full payment in accordance with the terms and with due dates as agreed in the contract. Beside the agreed price, the seller has the right to charge for transportation and storage expenses.

In case for any reason the buyer refuses to accept the merchandise shipped by the seller, all the transportation expenses from the production facilities or warehouse to destination and back, will be charged to the buyer, as well as for the loading / unloading expenses of the shipped and refused goods.

6. PLACE OF JURISDICTION / COMPETENT COURT

For any dispute or controversy regarding the interpretation, the fulfilment and the practice of the present sales terms and for any dispute about the merchandise supply subject of the present sale, the buyer agrees to recognize as sole jurisdiction court Rovereto (Province of Trento - Italy).

The present contract is regulated by the the rules of the Italian law.