

GENERAL SALE CONDITIONS

1. SCOPE OF APPLICATION

- a) These general terms and conditions shall apply to all contracts concluded between EUROPEAN MARBLE TEAM AG, legally registered at Zug Register of Commerce nr. CHE-2390829.097 and the Purchaser. A copy of this document is available on company's website and is publicly accessible. It sole responsibility of the Purchaser to access to it.
- b) These general terms and conditions are an integral part of the supply contract. Any modification, substitution, addition or exception applied to these general terms and conditions shall produce no effect against EUROPEAN MARBLE TEAM AG unless expressly approved in writing by EUROPEAN MARBLE TEAM AG.
- c) These general terms and conditions of supply prevail over any terms and conditions of purchase of the Purchaser, unless specifically agreed otherwise and approved in writing by EUROPEAN MARBLE TEAM AG.
- d) Any modification to foresaid general terms and conditions must be approved in written form by the CEO or any other officer with power of attorney.

2. CONCLUSION OF THE CONTRACT

- a) The offer sent by EUROPEAN MARBLE TEAM AG to the Purchaser is intended as firm and binding if the Purchaser's acceptance is received within the time limit established or, if no time limit has been established, within thirty days of the date of sending.
- b) Orders received from the Purchaser become binding for EUROPEAN MARBLE TEAM AG only if accepted with issue of specific order confirmation within ten days of their receipt. Communication of order confirmation may also be transmitted electronically. The Purchaser can cancel the order up to the time of issue of the order confirmation by the Supplier. EUROPEAN MARBLE TEAM AG reserves the right to cancel an accepted order, when it cannot be executed for reasons not dependent on the supplying company; the Purchaser shall be entitled to a refund of any advance payment made, but shall not be entitled to any compensation for damages.
- c) Verbal or written declarations by agents, brokers, employees of EUROPEAN MARBLE TEAM AG, even if vested with powers of representation, must always be intended as given "subject to the written approval of the company in person of its legal representative holding the power of attorney".

3. WITHDRAWAL

- a) EUROPEAN MARBLE TEAM AG reserves the right to withdraw from the contract by sending written communication by registered letter, with prior notice of 90 days. No payment of any kind shall be due from EUROPEAN MARBLE TEAM AG to the Purchaser in the case of the former exercising its right to withdraw.
- b) EUROPEAN MARBLE TEAM AG reserves the right to cancel an accepted order, when this order cannot be executed for reasons not attributable to the producing company; the Purchaser shall be entitled to a refund of any advance payment made, but shall not be entitled to any compensation for eventually accrued damages.

4. DELIVERY

- a) Unless otherwise specified in writing and with exclusive and limited reference to the specific contractual relationship deduced, delivery is always intended as Ex Works (Incoterms 2010).
- b) Even when, by express agreement, the price includes transport costs, delivery – with particular regard to transfer of title and related risk – is intended as implemented for all effects and purposes at the headquarters of EUROPEAN MARBLE TEAM AG, when the goods are placed at the purchaser's disposal with hand-over to the carrier or shipping agent, or, if transport is executed on its own behalf, when transport actually commences.
- c) If shipping or delivery of the goods is delayed on the Purchaser's orders, transfer of title and related risk occurs when the goods, finished ready for delivery, are placed in the warehouse of EUROPEAN MARBLE TEAM AG. Any additional costs sustained by EUROPEAN MARBLE TEAM AG after sending notice that the goods are ready, shall be borne exclusively by the Purchaser.
- d) The delivery term must be intended as favorable to both contracting parties and in any case must be considered purely indicative and not binding and/or essential. In no case shall any delays in delivery grant the Purchaser the right to cancel the contract or to demand compensation for damages. Purchaser is clearly here advised that natural stone is supplied "as found in nature", therefore color variation and tonality inconsistency might be present in lots supplied and approved by the Purchaser. Shortage of material due to adverse quarrying condition are treated as force majeure situation.
- e) In the case of damages or shortages occurring during transport, all claims shall be sent to EUROPEAN MARBLE TEAM AG within the time limit of eight days from receipt of the goods, under penalty of forfeiture.
- f) Transport must be executed in compliance with the regulations governing implementation of transport activity and the Purchaser shall be responsible for ascertaining that the carriers appointed are qualified for the service. If transport is organized and commissioned by the Purchaser, it undertakes to provide the goods with all the mandatory documentation required or to communicate the data required by current applicable laws, regarding the transport sheet. Failing this, the Purchaser hereby expressly delegates the company EUROPEAN MARBLE TEAM AG to fill in the mandatory documentation in its name and on its behalf with the data required by law, to the extend known to the Supplier.

5. FORCE MAJEURE

Force majeure is intended as any unforeseeable or exceptional situation or event, not dependent on the will of the contracting parties which prevents them from fulfilling one of the contractual obligations, and not attributable to error or negligence of the contracting parties or of a subcontractor, and which could not have been prevented with ordinary diligence. Therefore, EUROPEAN MARBLE TEAM AG shall not be held accountable in the case of delays or suspensions due to cases of force majeure, such as, by way of example, impossibility of procuring raw materials, energy, strikes, etc. The contracting party that finds itself faced with a case of force majeure undertakes to inform without delay the other party by registered letter with return receipt, or by equivalent means, specifying the nature, probable duration and foreseeable effects of such situation. EUROPEAN MARBLE TEAM AG shall not be considered in breach in the case of failure to meet obligations caused by force majeure. If it is unable to fulfil its contractual obligations due to force majeure, EUROPEAN MARBLE TEAM AG shall be entitled to receive payment for the work effectively carried out.

6. PRICE AND PAYMENTS

- a) The agreed price is intended – unless otherwise agreed in writing – for delivery of the goods ex-works. In addition to said price, packaging, VAT, any other taxes and duties, also for national taxes, registration of the contract, if this is required, and any other charges related to execution of the contract, shall be borne entirely by the Purchaser.
- b) Payments shall be executed at the domicile of EUROPEAN MARBLE TEAM AG with the methods and within the terms established in the order confirmation. Any payment executed in a different place or with a different method to those agreed shall be considered not valid and will not be considered a validated credit to Purchaser.
- c) If goods are delivered in batches, the terms of payment agreed shall come into effect at each single delivery made.
- d) If shipping or delivery is delayed by order of the Purchaser, payments shall nonetheless be made with time limit starting on the date of notice that the goods are ready.
- e) Any issue of bills of exchange or other credit instruments, if accepted by EUROPEAN MARBLE TEAM AG, shall always be intended as subject to collection.
- f) Late payments shall be subject to application of the provisions of Swiss Law.

7. DEFERRED PAYMENT – ACCELERATION CLAUSE

In the case of deferred payment, the terms agreed are essential and mandatory. Failure to pay one instalment exceeding an eighth part of the full price or failure to pay two instalments of any sum shall cause the acceleration clause to come into effect and the company EUROPEAN MARBLE TEAM AG shall be entitled to demand immediate payment in a single instalment of all sums overdue and/or subsequently due, with the addition of overdue interest and any further damages.

8. RESERVED PROPERTY

Goods remain property of European Marble Team AG until not paid in full. Any payment less than seven eighths of the total amount of the invoice does not entitle the Purchaser any right of ownership of the entire purchase as listed by invoiced quantities and values. European Marble Team AG owns the goods sold to Purchaser and all the items fabricated and/or installed made of the goods sold to Purchaser, whether they are still at Purchaser warehouse or they are installed to end user house. Failing the Purchaser to cover at least seven eighths of the value of the entire supply, European Marble Team has the right to claim the due amounts to final buyer, this including the costs of installation, fabrication and any other documented cost related to the supply made by the purchaser and by his Sales Department including designers, fabricators, salespersons and any other professional involved in unauthorized usage of material owned by European Marble Team AG.

Goods resulting unpaid for at least seven eighths of the invoiced value after 360 days from the invoice date have to be mandatorily returned to European Marble Team AG at Purchaser's expenses. Purchaser will be charged at invoice value for partially used slabs or blocks or opened and partially used tile crates. Slabs, blocks and unopened tiles crates will be subject to a restocking fee of one eighth of the invoiced value. Special Order items will be restocked at 50% of their invoiced value. All transport costs from Purchaser place to designated European Marble Team AG warehouse, will be at Purchaser sole charge.

9. INTERRUPTION AND/OR SUSPENSION OF EXECUTION OF THE CONTRACT OR OF THE SUPPLY

If, after conclusion of the contract, any circumstances that prove deterioration of the Purchaser's solvency should come to light, EUROPEAN MARBLE TEAM AG reserves the right, without prejudice to further rights and/or actions, to demand advance payment or adequate guarantees, or even to withdraw from the contract if the guarantees demanded are not furnished. In this case, EUROPEAN MARBLE TEAM AG reserves the right to interrupt existing contracts and not to supply the material requested if any the following circumstances should occur:

- publication of a protest against the Purchaser after conclusion of the contract;
- revocation or reduction of the credit line granted by the Credit Insurance Company;
- failure to pay an invoice, also after the acceleration clause has come into effect.

10. SOLVE ET REPEAT

No exception, save that of nullity, possibility of annulment and rescission of the contract, can be raised by the Purchaser with the purpose of delaying or avoiding payment. No legal proceedings, which can be taken by the Purchaser, shall be prosecutable if it has

not performed all services and fulfilled all obligations which are overdue or which shall become due during the course of the procedure in progress.

11. QUALITY AND MEASUREMENTS

A) MEASUREMENTS

For rough blocks the unit of measurement that shall be used in the contract, unless otherwise agreed, is the cubic meter or metric ton, while for industrially produced slabs the unit of measurement used shall be the square meter. In the measurement of rough blocks, maximum differences of 3 centimeters for each dimension shall be tolerated, in addition to any differences to compensate for shortages or defects, to be agreed at the time of measurement. For wire cut blocks, a maximum difference of 1 centimeter from the dimension of the plane perpendicular to the wire shall be tolerated. In the measurement of rough slabs, maximum differences of 1 centimeter under the lowest point of the edge shall be tolerated, in addition to any differences to compensate for shortages or defects, to be agreed at the time of measurement. With regard to the thickness of the slab, a difference of 2 millimeters, in excess or in deficiency, will be tolerated. A tolerance of 2 mm in excess or in deficiency is allowed on thicknesses.

B) QUALITY OF PRODUCTS

Stone, and marble in general, is by its very nature subject to variations in color, structure and veining and cannot be refused by the Purchaser due to these natural differences. The material is chosen by the Purchaser from the samples proposed by EUROPEAN MARBLE TEAM AG. The samples which are submitted to the Purchaser for examination have a purely indicative value, the purpose of which is to offer a generic representation in relation to grain, shade and vein; therefore, supply contracts concluded by EUROPEAN MARBLE TEAM AG shall not be subjected to sale by samples law. Complex samples of products or finished items may be deemed binding solely with reference to processing and/or finishes of pieces. For colored marbles, agreements shall be reached on the admissibility of filling and bonding. The total count of the material may differ, between material of different or identical thicknesses and formats, and between finished items and flooring/covering materials, even if shipped with the same order. This condition must also be deemed valid in the case of completion orders. EUROPEAN MARBLE TEAM AG cannot guarantee the same color shades as supplies provided previously. The dimensions of products indicated in the price list must be considered as nominal, and the thicknesses, wherever shown, are intended as within the using tolerances.

12. EXECUTION

The Purchaser is required to provide detailed drawings with dimensions in order to give a precise description of the work: therefore, the Purchaser shall not demand any compensation for incorrect interpretation of the drawings due to lack of clarity thereof and of the relevant details. Any agreement with which EUROPEAN MARBLE TEAM AG undertakes, in specific situations, to help during technical assessments to be performed at the Purchaser's site to produce the drawings or to check those provided by the Purchaser shall not relieve the Purchaser from full responsibility in relation to the documents transmitted to EUROPEAN MARBLE TEAM AG.

13. INSTALLATION

The further and distinct appointment of EUROPEAN MARBLE TEAM AG to provide assistance for installation, optionally provided for by the contract, consists in the provision of supervision by EUROPEAN MARBLE TEAM AG, through its suitably skilled personnel, to ensure that the materials are installed by the Purchaser in conformity with the working drawings. EUROPEAN MARBLE TEAM AG undertakes to provide advice, indicative and not binding, on the most suitable methods of laying the materials and finally, upon request and at the expense of the Purchaser, to make modifications or reductions in the size of pieces relative to the dimensions indicated in the working drawings, and to restore the polish or hone on parts delivered already polished or honed. Assistance during installation shall only be provided when expressly agreed in writing and countersigned by the CEO or any other officer having the power of attorney..

Unless otherwise agreed in writing, assistance during installation shall have an additional charge, as it is not included in the price agreed for the goods supply. When providing assistance during installation, the supplying company EUROPEAN MARBLE TEAM AG shall not be liable for any breakages or damages to the products supplied that occur during installation.

If EUROPEAN MARBLE TEAM AG is appointed to provide assistance during installation and imperfections in the masonry structure on which the marble is to be placed cause delays in the installation works, the Purchaser shall be obliged to rectify the masonry structure at its own expense and to pay the company EUROPEAN MARBLE TEAM AG, on a time basis, the hours required by the workers providing assistance during installation to adapt the marble to the modified conditions of the structure, plus the hours of inactivity during work to rectify the structure.

14. WARRANTY AND CLAIMS

- a) This warranty, as formulated below and with the limits established, is the sole warranty provided by EUROPEAN MARBLE TEAM AG and substitutes and is not supplementary to the ordinary legal warranty;
- b) The company EUROPEAN MARBLE TEAM AG guarantees, on the product delivered, solely the correct processing carried out on the raw material chosen by the Purchaser, in execution of the drawings and of the instructions provided by the Purchaser;
- c) With reference to the quality and physical properties of the stone, the company EUROPEAN MARBLE TEAM AG guarantees to supply products complying with current UNI/EC regulations. Therefore, the Purchaser shall accept all dissimilarities of the product falling within the limits of tolerance and acceptability established by law, and these dissimilarities shall not constitute grounds for claims regarding the product. Differences related to the color, grain or veining of the material shall not constitute grounds for claims, unless they are of noteworthy dimensions.
- d) The Purchaser is obliged to check the integrity of the goods and correspondence of the product delivered with the product ordered and with the transport documents. Any discrepancies or damages must be indicated in the transport documents if these flaws are

detected at the time of delivery; otherwise, all claims, for any reason whatsoever, must be made no later than 8 days from the date of delivery of the goods, under penalty of forfeiture.

- e) The Purchaser must check the quality of the goods before any further processing operations, installation or transfer to third parties. No claims, even if made within 8 days of receiving the goods, shall be accepted if the stone has been subjected to any processing operations by the Purchaser (sawing, polishing, installation, etc.).
- f) After having verified the fault claimed, EUROPEAN MARBLE TEAM AG shall replace the stone, which must be returned integral and packaged, or shall reach an agreement with the Purchaser for a reduction in price. Therefore, the Purchaser shall not be entitled to request termination of the contract or take action for compensation of any resulting damages.
- g) The Purchaser shall not be entitled to refunds for expenses sustained for repairs, alterations or other operations carried out without the prior written authorization of EUROPEAN MARBLE TEAM AG.
- h) If the product sold is subsequently destined for a consumer, the Purchaser formally waives the right to exercise the right of recourse against the supplier, undertaking to demand the same waiver from any professional client thereof; in any case, the purchaser holds harmless EUROPEAN MARBLE TEAM AG from any request for recourse and/or damage brought by any other parties subsequently entering the consumers distribution chain.

15. RESPONSIBILITY

- a) EUROPEAN MARBLE TEAM AG is relieved of all responsibility for direct or indirect damages to persons or property deriving from transport or installation of the items supplied, with the exception of cases in which exclusion or limit of responsibility is prohibited by law.
- b) In any case, the company EUROPEAN MARBLE TEAM AG shall never grant compensation for damages for an amount exceeding the value of the goods supplied.

16. PENALTY CLAUSE

- a) In the case of termination of the contract for breach of the Purchaser, the sums paid by this latter at the time of undersigning the order shall be withheld by way of advance payment for damages sustained, without prejudice to EUROPEAN MARBLE TEAM AG's right to demand further refund for any damage occurred.
- b) In the case of withdrawal of the Purchaser before the supply has been executed, a minimum penalty of 30% of the contract sum is established, without prejudice to EUROPEAN MARBLE TEAM AG's right to demand further damages.

17. INFORMATION PURSUANT HANDLING OF PERSONAL DATA

In conformity with aforesaid law, EUROPEAN MARBLE TEAM AG, controller of the personal data provided by the Purchaser, informs this latter of the following:

- 1) the aforesaid personal data are acquired directly from the Purchaser and are delivered or refer to supplies of services deriving from business relations, either existing, past or currently being executed.
- 2) These personal data shall be processed by European Marble Team AG:
 - a) to fulfil the obligations established by law, by regulations or by local directives or to fulfil accounting and tax obligations;
 - b) for contractual obligations and to acquire pre-contractual information;
 - c) or information related to requests for services undersigned by you or confirmed by letter, also if sent by electronic mail.
- 3) Personal data shall be processed in compliance with the current Swiss regulations and in any case with the confidentiality on which the activity of EUROPEAN MARBLE TEAM AG is based. They may be processed by computerized, electronic or manual means for the aforesaid purposes in a lawful and correct way and in any case, such as to guarantee safety and confidentiality. They shall be kept for the time established by current regulations.
- 4) Data shall be used exclusively for the purposes for which they were collected/communicated. Some data may be communicated:
 - a) to bodies or authorities to which these data shall be communicated for legal obligations (such as financial, government or local administration);
 - b) companies, bodies or professionals that perform specific duties for accounting and tax purposes on behalf of EUROPEAN MARBLE TEAM AG;
 - c) to companies and bodies (such as, by way of example, insurance companies and banks) solely for operational purposes related to collections and payments or issue of any guarantees required for execution of contracts.
- 5) The rights of the data subject are established in Federal Data Protection Law 235.1 Swiss Civil Code.
- 6) The data controller of the personal data is the legal representative of EUROPEAN MARBLE TEAM AG.

18. APPLICABLE LAW AND JURISDICTION ACCEPTANCE OF SALES CONDITIONS

By submitting a Purchaser's order form or signing the proforma Supplier's invoice, the customer confirms that he has read and accepted these Sales Conditions, the Terms and Conditions, Privacy Policy and website Cookies policy.

This contract is governed by Swiss law. The parties declare that the Vienna convention shall not apply.

Any legal disputes shall be brought by the parties exclusively before the Court of Zug, Switzerland.

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