

## SILVELOX GROUP S.P.A. GENERAL SALES CONDITIONS

### 1. PURPOSE AND SCOPE OF APPLICATION

- 1.1. These general conditions shall govern all the current and future contractual relations between Silvelox Group S.p.A. and the Customer concerning the supply of doors, gates, industrial and residential doors, components and spare parts. They must be coordinated with the special conditions eventually agreed in writing by both parties or included in Silvelox Group S.p.A. written order confirmation.
- 1.2. Unless specifically approved in writing by Silvelox Group S.p.A., different general or special conditions reported or recalled by the Customer in his communications to Silvelox Group S.p.A. shall however be deemed null and void.

### 2. CONTRACT PARTS

- 2.1. The supply contract is concluded with Silvelox Group S.p.A. written confirmation countersigned and returned by the Customer.
- 2.2. Whether the conditions indicated on the Customer order differ from those on Silvelox Group S.p.A. written confirmation, the latter shall be considered valid as new proposal and the contract must be intended as concluded when the Customer starts to execute it with the express written approval
- 2.3. Eventual offers by Silvelox Group S.p.A. are considered to be valid only within the time period stated on the same offer and exclusively for the whole supply of what has been quoted.
- 2.4. The Customer acknowledges that the material affects the total price of the supply by more than 50% and that this material is bought by Silvelox Group S.p.A. at non constant prices. The Customer accepts to transfer on itself any risk for prices increase if, for any reason not imputable to Silvelox Group S.p.A., the starting of the production of the ordered items undergoes a delay of more than 6 months on the date established on the contract. It follows that Silvelox Group S.p.A. is entitled to increase the sale price of the supply of the same percentage as the purchase costs increase at the moment of the subscription of the order.
- 2.5. Orders shall be valid only after having received the order confirmation signed as per acceptance, and the eventual invoice relevant to the deposit shall be issued only after having received the signed order confirmation.
- 2.6. Those orders that after 30 days from the issue of the confirmation have not been returned signed per acceptance, shall be automatically considered as null.
- 2.7. Whether a deposit is required, and it has not been received within 30 days, the order is automatically deemed void.
- 2.8. Orders for which a deposit has been paid, can be suspended for further definitions for a maximum of 6 months.

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### 3. TECHNICAL DATA, DRAWINGS, DOCUMENTS REGARDING THE SUPPLY

- 3.1. Data and illustrations reported on catalogues, brochure, circulars or other illustrative documents of Silvelox Group S.p.A. shall be considered as indicative. These data shall not be binding unless expressly mentioned as such in the Silvelox Group S.p.A.'s order confirmation.
- 3.2. Silvelox Group S.p.A. declines any liability about the dimensions taken on site by non Silvelox Group S.p.A.'s personnel; eventual variations, modifications and problems due to measurement errors will be completely at the charge of the Customer.
- 3.3. Silvelox Group S.p.A. reserves the right to make any changes that it considers appropriate to its own products at any time, informing the Customer whether the installation is involved.
- 3.4. Whether the Customer proposes any modification to the products, they shall be confirmed only through a fully written agreement between the parties about the variations that these changes may cause to the previously established prices and delivery terms. Furthermore, prices can be changed whether the ordered quantity is reduced or a faster delivery is required.
- 3.5. In case of cancellation or modification of orders that have already been confirmed (order confirmation countersigned by the Customer), in addition to what is reported at point 3.4, Silvelox Group S.p.A. will charge a sum of €100 for additional handling costs and a sum to be defined to totally cover eventual costs already incurred for the production of the door.
- 3.6. The Customer shall expressly undertake not to use the drawings or the technical information relevant to the supply for other reasons than those established in the supply contract; they remain a property of Silvelox Group S.p.A., the Customer can not forward them to third parties nor reproduce them without a written authorization.
- 3.7. The Customer shall inform Silvelox Group S.p.A., during the pre-contractual phase, about any special rule to be observed in the Country of final destination of the goods to be supplied.

### 4. EXCLUSIONS

- 4.1. Unless otherwise indicated, the system design and the manuals of installation, use and maintenance are included in the supply; specific or special tests, training courses, start-up assistance and all the services and charges that were not mentioned in the Silvelox Group S.p.A.'s written confirmation shall not be included
- 4.2. Packaging costs, taxes, stamp duties, customs fees, duties and any other additional charges shall not be included in the price unless otherwise indicated in the Silvelox Group S.p.A.'s written confirmation.
- 4.3. The following works are also excluded, unless expressly specified in the offer and in the order confirmation:
  - 4.3.1. Realization or installation of construction works, electrical connections, plates, intrados, special fastening brackets, works able to remedy any building flaws.
  - 4.3.2. Dismantling of eventual doors already present and installed on the site.
  - 4.3.3. Availability of lifting, unloading and handling equipment, particularly in the case of installations to be made on raised ground floors or with doors higher than 5500 mm.
  - 4.3.4. Disposal of working and packaging waste on site.
  - 4.3.5. Responsibility for the safekeeping of products and materials which are delivered to the site.

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## 5. DELIVERY

- 5.1. Unless otherwise agreed, products are intended as supplied Ex Works, the cost includes standard packaging.
- 5.2. The material delivery to the Customer or to the courier shall release Silvelox Group S.p.A. from all the risks on the materials, which shall pass to the Customer even if Silvelox Group S.p.A. is responsible for the shipping or the installation.
- 5.3. Delivery terms shall be considered as indicative and shall indicate, barring unforeseen circumstances, the working week in which the delivery will take place; eventual delivery taxes shall be agreed with the Commercial Office and specified by writing; in any case they shall be considered as accepted only if explicitly confirmed on our order confirmation.
- 5.4. Unless differently agreed by the parties, they start from the conclusion of the contract, unless the Customer must pay part of the total amount as a deposit, in this case the effective date is suspended as long as he hasn't paid.
- 5.5. The delivery terms are automatically extended when:
  - 5.5.1. The Customer doesn't supply on time data or information necessary for the supply or requires any variations during the execution, or it is late in answering to the request of approval of Silvelox Group S.p.A.'s order confirmation.
  - 5.5.2. Whether causes independent from the goodwill and diligence of Silvelox Group S.p.A., included sub-suppliers delays, impede or make excessively expensive the delivery within the set terms.
  - 5.5.3. Whether the Customer is not in order with the payments related to other supplies, the starting date of the delivery terms is suspended and Silvelox Group S.p.A. may delay the deliveries until the Customer has not paid the due amount.
  - 5.5.4. Delivery terms are set on behalf of Silvelox Group S.p.A.; therefor the Customer can not refuse to receive the goods before the set date.
  - 5.5.5. Except for what is provided in the following art. 11, if the Customer refuses to receive the goods for a reason he is liable for or, anyway, for any cause independent from the willing of Silvelox Group S.p.A., the Customer shall bear all the risks and costs for goods safekeeping, furthermore he shall pay for the goods ready in stock.
  - 5.5.6. Whether the parts have agreed that, in case of delay in the goods delivery, Silvelox Group S.p.A. should pay a fine, the Customer can not require an amount greater than the penalty as compensation for the damages suffered due to the delay.
  - 5.5.7. After 2 working weeks from our notice of goods ready, unless differently agreed with our Logistic Office, we will charge €10,00 per day for the stock of each order by our warehouse.

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## 6. TESTS AND ASSEMBLIES

- 6.1. Installation and test on site, if required, shall be carried out by Silvelox Group S.p.A. or by specialized companies charged by Silvelox Group S.p.A., at Customer's expenses.
- 6.2. The Customer acknowledges that for the products sold on site, the test is carried out at the end of the installation of each lot. Whether a different test is required, it shall be carried out within 5 working days after the installation of the single lots and it will be totally at charge of the Customer. If it would not be possible to carry out such test within the established date for causes independent from Silvelox Group S.p.A., the job shall be considered as completed and it will be possible to proceed with the invoice issue.
- 6.3. The Customer must undersign the report for works completion provided by our installers, indicating eventual non-conformities about the correct execution of the jobs. In case of non-subscription, the installation of the goods is considered as carried out in accordance with contractual obligations.
- 6.4. If the Customer, for personal reasons, requires to delay the installation, Silvelox Group S.p.A. is authorized to issue the invoice even if material is stocked at its warehouse; Silvelox Group S.p.A. will proceed to the installation after having received Customer written request, with a forewarning of at least 15 days. Silvelox Group S.p.A. reserves the right to charge the costs for the stock of the products and to revise the price of the installation.
- 6.5. The price set in the order confirmation is valid for installation without interruptions, as long as the Customer duly provides work site accessibility, power supply on the work site, power supply line up to the electrical panel (if motorized products), paved floors that can be walked on by a truck, defined architectural spaces, levelled and completed in finishes and masonry.
- 6.6. Whether the products or the accessories that should be installed are not present on the work site, handling costs on the work site will be charged.
- 6.7. Whether the manufactures at Customer charge necessary to the installation of the door have not been properly completed, all the additional costs will be charged to the Customer and the new programming for the installation will be defined according to Silvelox Group S.p.A. times and methods.
- 6.8. Whether because of lack of power supply it would not be possible to carry out the test of electric components, the invoice will be issued anyway and the payment will be required according to the established terms. If the test is required in a second time, upon written request with at least 15 days forewarning, all the costs incurred will be charged to the Customer.
- 6.9. Whether for any reason not attributable to Silvelox Group S.p.A. (strikes and/or Customer impediments) the installation is interrupted, the higher costs incurred will be charged (lost working hours, accommodation...)

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## 7. PAYMENTS

7.1. Unless otherwise agreed, the Customer must pay within the terms provided in the written order confirmation at the Silvelox Group S.p.A.'s domicile or at the lending institution indicated by Silvelox Group S.p.A.: in case of delay, the Customer shall be required to pay default interests; furthermore in any case Silvelox Group S.p.A. reserves the right to require to be refund for the higher damage suffered and the termination of the contract, in accordance to the following art. 11.

7.2. Any dispute which may arise between the parties shall not release the Customer from the observance of the payment terms and conditions.

## 8. WARRANTY

8.1. Silvelox Group S.p.A. ensures the conformity of the finished products, that is the products are without any flaw in materials and/or workmanship and comply with the requirements of the specific contract accepted by both parties; the above shall be guaranteed by the functional test that shall take place at the end of the works.

8.2. The warranty period shall be twenty-four months starting from the date of submission of the duly completed certificate of initial verification, issued when the installation starts, and in any case not more than 25 months from the date of issue of the transportation document. The activation of the warranty is strictly bonded to the regular payments against Silvelox Group S.p.A. or against the dealer authorized by Silvelox Group S.p.A. The industrial doors in the RAL colors RAL5010-RAL8019-RAL7016-RAL6005-RAL3000-RAL9006 are excluded, the warranty period for these products shall be 6 months for what concerns the aesthetics, but it remains 24 months for what concerns the functional characteristics.

8.3. For the warranty to be valid, in case of evident defects (visible when the Customer unloads the products) the Customer must suspend any processing, handling or installation on the supplied product and immediately make a complaint to the carrier by making a note on the transportation document where it is written "reserve of control for damaged product" and send a copy, together with pictures as support to what is claimed, to Silvelox Group S.p.A. within 1 working day from the receipt of the goods. For the warranty to be valid, the pictures must be taken before any handling or installation of the goods.

8.4. For the warranty to be valid, eventual hidden defects (not visible at the delivery of the goods) must be communicated in writing within 24 hours from the installation and, in any case, not later than 30 days after the receipt of the goods. Eventual hidden defects communicated after the indicated terms won't be considered to be under warranty by Silvelox Group S.p.A.

8.5. Once communication of hidden or evident defect is received in the methods and terms described at the point 8.3 and 8.4, Silvelox Group S.p.A. undertakes, at its choice and within a reasonable time defined according to the entity of the defect, to repair or replace for free the damaged products or parts.

8.6. The initial verification is carried out to show the correct functionality of the product after the installation and will be processed free of charge by the installer when commissioning the product.

8.7. The initial verification certificate is included in the instruction manual relevant to the product and must be filled out by the installer and delivered to the final user.

8.8. Silvelox Group S.p.A. doesn't assume any responsibility for damages to goods, other things or persons as a result of:

8.8.1. Transportation and unload by third parties and/or negligent safekeeping of the goods.

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- 8.8.2. Improper use of the product with the failure to implement ordinary maintenance.
  - 8.8.3. Incorrect installation.
  - 8.8.4. Installation carried out on inadequate main structures.
  - 8.8.5. Use of not suitable anchoring elements.
  - 8.8.6. Inappropriate solicitations.
  - 8.8.7. Use of not original accessories or spare parts.
  - 8.8.8. Any not authorized modification and reparation of the products.
- 8.9. The warranty note included into the instruction manual must be sent to Silvelox Group S.p.A. within 30 days from the installation date.
- 8.10. The warranty is provided just for the components of products supplied by Silvelox Group S.p.A., which undertakes to replace and repair for free any component that should present factory flaws. Eventual dismantling costs, the reinstallation and the shipment for the return are at Customer charge.
- 8.11. The warranty material will be sent to Silvelox Group S.p.A. ex production factory. Unless otherwise indicated in writing, the replaced materials will be returned on request to the same destination. The transport of replacing material (included the return of the flawed material) are at Customer charge.
- 8.12. The final user should be able to show the certificate of initial verification to take advantage of the free services relevant to the warranty period.
- 8.13. The warranty of the builder expires in case of not observance of the indications included in the product installation and usage manual.
- 8.14. The eventual replacement under warranty can be carried out with products equivalent to the originals, their aspect can differ when different material is used for their realization or when the good undergoes construction changes.
- 8.15. Any modification and/or replacement under warranty doesn't extend the expiration terms of the product warranty, and doesn't authorize the suspension of the agreed payments.
- 8.16. Silvelox Group S.p.A. doesn't assume any responsibility for damages to things or persons as a result of the ordinary usury of parts that, as per their nature, are subjected to a rapid and constant deterioration. Therefore, the warranty is not valid in case of:
- 8.16.1. Damages caused by an incorrect use of the product.
  - 8.16.2. Damages caused by anomalies or failures due to the power supply network.
  - 8.16.3. Damages caused by tampering or failures due to interventions of not qualified personnel, including the removal of mandatory safety systems
  - 8.16.4. Damages occurred during the transportation of third parties and careless safekeeping of the product.
  - 8.16.5. Damages caused by the incorrect or missing observance of the instructions, included the ordinary maintenance, as per the instruction manual.
  - 8.16.6. Damages of products from which have been removed the identification labels pasted by the manufacturer.
  - 8.16.7. Damages caused by the use of non-original accessories and/or spare parts not authorized by Silvelox Group S.p.A.
  - 8.16.8. Damages caused by an incorrect installation
  - 8.16.9. Damages caused by unexpected events (accidents, fire, natural disaster, vandalism...)

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8.16.10. Damages occurring in the event that the Customer provides the motorization and the automation by himself.

8.17. In case of wooden products, even using advanced techniques with the scope to reduce the natural process of dilatation and constriction typical of this material, in particular environmental conditions, it is possible that small cracks and slight deformations not under warranty come out.

In caso di prodotti in legno, pur utilizzando avanzate tecniche mirate a ridurre i naturali movimenti di dilatazione e restringimento tipici della materia prima impiegata, in particolari condizioni ambientali, si possono creare delle piccole fessurazioni e leggere deformazioni che non sono coperte da garanzia.

8.18. In case of wooden products, the warranty will not be valid in case of resin pouring and/or tannin spill, considered as characteristic of the product.

8.19. The warranty will not be valid for any damage of the products due to natural events of exceptional intensity (inundations, twisters, hailstorm...)

8.20. The warranty will not be valid for any swelling that may be due to an excessive environmental humidity

8.21. The warranty will not be valid for any product installed flush with the external wall without any protection from the weathering.

8.22. The warranty will not be valid in case of any transformation or modification made by the Customer.

## 9. CLAIMS

9.1. Claims concerning abrasions, scratches, pollutions, collisions or damages caused by chemical cleaning products or non-eligible tools.

9.2. In case of motorizations provided by third parties the certification and the CE stamp of the product refer exclusively to a manual door. Therefore, the warranty issued by Silvelox Group S.p.A. will be limited just to the mechanical parts and will not cover the damages caused by the motorizations supplied by third parties. We remind that it is mandatory for the third part who installs the motorization to carry out the new risks evaluation and provide its own certification and CE stamp.

9.3. For those products installed in proximity of the sea or in areas that undergo aggressive weather conditions, it is necessary to use products and materials eligible and/or specific precautions.

9.4. Sectional panels realized with a simil-wood finishing may have slight "whitening" on the edges of the ribs, of the sections or of the male-female profiles caused by the stretching of the coating made in plastic material. This phenomenon is normal and is not a flaw of the product.

9.5. Sectional panels made with smooth metal sheets, not embossed, can show some slight waving. This phenomenon is typical of the production process and cannot be considered as a flaw of the product.

9.6. Slight changes of the color of the product can occur over time after the exposition to the sun light, they are physiological and can not be considered as a flaw of the product.

9.7. Panels made with metal sheet in dark shades when exposed to the sun light reach very high temperatures. This fact causes an appreciable thermal expansion of the metal sheet that may cause their temporary deformation. This phenomenon, even if compromises the correct functioning of the door, can not be avoided, and can not be considered as a flaw of the product.

9.8. With metal sheet products, even if the same RAL color is used, it is possible to have slight shade differences or a different perception due to the use of different materials. This happens with

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components relevant to the same or different products as doors with metal sheet coating and sectional or overhead doors made with metal sheet panels.

- 9.9. In the case of products with windows, according to the norm UNI EN 572 and UNI EN ISO 12543 the optical control to verify the conformity of an insulating window must be carried out at a distance not less than 2 meters.
- 9.10. In the case of wooden products the sample colors shown when choosing give just an idea, but they do not represent the exact final aesthetic result. Who buys a wooden door has to keep in mind that he is buying a product made of a natural fine material, which has different kinds of grain and may there be some color differences between different essences.
- 9.11. In the case of wooden products we remind that the wood, raw material of our handicraft products, is an “alive” material that as per its nature undergoes mutations determined by external factors as the sun light, temperature, environment humidity daily use. Shade variations are normal, furthermore the wood can undergo dimensional variations depending from the temperature and the humidity of the environment. In the most critical situations slight slots may appear, they will come back to the original status with the temperature stabilization. Thus over time we can expect that a wooden artifact adapts itself to the place where it leaves undergoing slight modifications that, anyway, do not produce any other effect than to enhance the beauty of the door, as it happens with any other natural material.
- 9.12. Silvelox is committed to use the same RAL color over all the components of the door, but given the variety of materials used, the shade between various components may be different specially when using the white color.
- 9.13. In the case of side by side products ordered in different moments we can not guarantee the same shade as the wood may behave differently during the painting process. Moreover, the supplier could modify the panels or the metal sheets whenever he wants.

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## 10. RETURNS MANAGEMENT

10.1. In order to improve the service to its Customers and with the intention of reaching the UNI EN ISO 9000 certification (quality), Silvelox Group S.p.A. issued a document that regulates the management of returns by the Customer, which shall then have the following provisions: for each product (or part thereof) for which you want to return goods to Silvelox Group S.p.A., for repair/modification/replacement under warranty or for repair/modification/ replacement that shall be billed, a written request shall be made and documented to our sales office, showing the details of the non-conforming material (number and date of documents, product code) and the documented reasons of non-compliance (pictures and/or other information); our persons in charge, once they have checked the responsibility of the non-compliance, shall answer using the return authorization form and specifying any charge with an order confirmation if the modification/repair/replacement is not to be carried out under warranty. The return authorization number, which shall be indicated on your goods return note, and any destruction request by our side, should we not be interested in receiving the non-conforming material, shall be specified on the same form. In any case the replaced material, except for specific agreements with our Sales Office, shall not be sent before the return of the non-conforming product.

## 11. SUPPLIER RESPONSIBILITIES

11.1. Silvelox Group S.p.A. shall be solely responsible for the good working of the doors and the components supplied according to the features and performance expressly indicated by Silvelox Group S.p.A.; Silvelox Group S.p.A. shall not assume any responsibility for eventual malfunction of doors made by the Customer or third parties with products or components supplied by Silvelox Group S.p.A. even if the single components have been assembled according to the diagrams or the drawings suggested by Silvelox Group S.p.A. itself, unless such diagrams or drawings have been separately remunerated. In this case the Silvelox Group S.p.A. liability shall be limited, however, to what is included in the abovementioned drawings or diagrams.

11.2. In any case, apart from the cases which are regulated by Presidential Decree No. 224 of May 24th, 1988, and subject to the provisions of art. 1229 of the Italian Civil Code, the Customer shall not be allowed to claim compensation for indirect damages, missed profits or production losses, nor to claim amounts exceeding the value of the goods supplied in compensation.

## 12. RETENTION OF TITLE

12.1. Silvelox Group S.p.A. shall retain the ownership of the goods supplied up to the full payment of the agreed price.

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## 13. EXPRESSED TERMINATION CLAUSE AND TERMINATION CONDITIONS

13.1. The supply contract shall be terminated automatically according to art. 1456 of the Italian Civil Code through simple written declaration by Silvelox Group S.p.A. to avail itself of this express termination clause if the Customer:

13.1.1. Delays or fails to pay any amount when due.

13.1.2. Delays or fails to take delivery of the products within the terms provided in the previous art. 5.

13.1.3. Fails to comply with the confidentiality obligations which are provided for in art. 3.4.

13.2. The contract shall be deemed terminated automatically in the event that the Customer is put into liquidation or has been the subject of any bankruptcy proceedings.

## 14. WITHDRAWAL UNDER CONTRACT

14.1. In the event that the Customer reduces the guarantees he had given or does not provide the guarantees he had promised, Silvelox Group S.p.A. shall have the right to terminate the contract.

## 15. APPLICABLE LAW

15.1. All supply contracts with foreign countries which are governed by these terms and conditions are governed by the Italian law.

## 16. JURISDICTION

16.1. For any dispute concerning the execution, interpretation, validity, termination, termination of supply contracts between the parties, if the action is brought by the Customer, the Silvelox Group S.p.A.'s Court shall be exclusively competent; if the action is brought by Silvelox Group S.p.A., as well as the Court of Silvelox Group S.p.A. itself any other Court established by the law shall be competent.

16.2. This is an integral part of the offer and of the Silvelox Group S.p.A.'s order confirmation and it is considered to be accepted in each point at the moment of the acceptance of the offer and the order confirmation by the Customer/client.

### SILVELOX GROUP SPA

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