

GENERAL TERMS AND CONDITIONS OF SALE

SCOPE OF APPLICATION

THESE GENERAL TERMS AND CONDITIONS OF SALE ("GTCS") WILL APPLY TO ALL SUPPLIES OF CERAMIC TILES OR OTHER CERAMIC PRODUCTS (PRODUCTS) THAT WILL BE CARRIED OUT IN FAVOUR OF ANY CUSTOMER (CUSTOMER) BY TAGINA SPA, EVEN IF THE GTCS MAY NOT BE EXPRESSLY RECALLED EACH TIME, MENTIONED IN THE SALES CONTRACTS OR EXPRESSLY ACCEPTED BY THE CUSTOMER.

APPROVAL

THE CUSTOMER SHALL SEND THE WRITTEN ORDERS TO THE TAGINA SPA THROUGH E-MAIL, FAX OR ELECTRONIC TRANSMISSION TOOLS, DIRECTLY OR THROUGH THE AGENTS; AND THE WRITTEN ORDERS REPRESENT THE SALES CONTRACTS ONLY AFTER OUR WRITTEN CONFIRMATION. UNDER NO CIRCUMSTANCES SHALL TAGINA SPA BE BOUND BY ANY GENERAL TERMS AND CONDITIONS OF THE CUSTOMERS' CONTRACT, EVEN IF THEY ARE RECALLED OR SHOWN IN THE ORDERS AND/OR ANY OTHER DOCUMENTATION TRANSMITTED TO TAGINA SPA BY THE CUSTOMERS. NO CONDUCT OF TAGINA SPA MAY BE INTERPRETED OR USED IN ORDER TO EXPRESS TACIT ACCEPTANCE BY TAGINA SPA UNDER THE GENERAL TERMS AND CONDITIONS OF THE CUSTOMER'S CONTRACT.

IN NO CASE SHALL TAGINA SPA BE BOUND BY THE ACTS AND/OR ACTIONS OF ITS AGENTS, SINCE THE LATTER DOES NOT HAVE THE POWER TO BIND TAGINA SPA.

THE SALE MUST BE CONSIDERED CONCLUDED WHEN THE CUSTOMER RECEIVES A WRITTEN CONFIRMATION FROM TAGINA SPA BY E-MAIL, FAX OR OTHER ELECTRONIC MEANS, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORDER; OR IN CASE OF CONFIRMATION SENT BY TAGINA SPA, CONTAINING CONDITIONS DIFFERENT FROM THE ORDER RECEIVED BY THE CUSTOMER WHEN THE CUSTOMER ACCEPTS IT IN WRITING OR IN ANY CASE DOES NOT DISPUTE IT WITHIN 7 (SEVEN) DAYS OF RECEIPT; OR IN THE ABSENCE OF WRITTEN CONFIRMATION BY TAGINA SPA, AT THE TIME WHEN THE PRODUCTS ARE DELIVERED AND ACCEPTED BY THE CUSTOMER.

DELIVERY

THE SALE IS ALWAYS EX-WORKS OF TAGINA SPA. THE GOODS TRAVEL AT THE RISK OF THE CUSTOMER AND ALL OUR RESPONSIBILITIES CEASE WITH DELIVERY TO THE CARRIER, AGAINST WHICH THE CUSTOMER, CARRYING OUT THE APPROPRIATE CHECKS, MUST MAKE ANY COMPLAINTS.

SHIPMENTS, BY SEA OR BY LAND, CONCERNING SUPPLIES ABROAD, ARE MADE ACCORDING TO THE CONDITIONS CHOSEN EACH TIME, REPORTED IN THE "INCOTERMS 2020" APPROVED BY THE INTERNATIONAL CHAMBER OF COMMERCE.

TERMS OF DELIVERY

THE TERMS OF DELIVERY ARE UNDERSTOOD, IN ANY CASE, AS NOT ESSENTIAL OR PEREMPTORY, BUT ARE PURELY INDICATIVE. ANY DELAYS IN DELIVERIES, INTERRUPTIONS, TOTAL OR PARTIAL SUSPENSIONS OF THE SUPPLY WILL NOT ENTITLE THE CUSTOMER TO INDEMNITY OR COMPENSATION FOR DAMAGES.

IN NO CASE DO DELAYS IN THE DELIVERY OF THE PRODUCTS ENTITLE THE CUSTOMER TO THE RIGHT TO TERMINATE THE SALES CONTRACT.

IF THE CUSTOMER DOES NOT COLLECT THE GOODS, AFTER 15 (FIFTEEN) DAYS FROM THE DATE OF THE "GOODS READY" NOTICE, TAGINA SPA HAS THE RIGHT - AT ITS DISCRETION - TO ESTABLISH A NEW DELIVERY DATE.

WARRANTY AND COMPLAINTS

OUR MATERIALS ARE GUARANTEED TO COMPLY WITH THE UNI-DIN-EN STANDARDS CURRENTLY IN FORCE. OUR WARRANTY IS LIMITED TO MATERIALS OF ONLY 1ST CHOICE WITH A 5% TOLERANCE (THEREFORE, MATERIALS OF 2ND, SECONDARY, COMMERCIAL, 3RD AND OCCASIONAL CONSIGNMENTS ARE EXCLUDED).

AT THE TIME OF RECEIPT OF THE GOODS, THE CUSTOMER IS OBLIGED TO VERIFY THE GOODS IN TERMS OF QUALITY, QUANTITY, DAMAGE TO THE PACKAGING AND/OR ANY SHORTFALL AND FAILURES WITHIN A SHORT TIME FROM RECEIPT AND, IN CASE OF COMPLAINT, HE OR SHE MUST COMMUNICATE IT IN WRITING NO LATER THAN 8 (EIGHT) DAYS AFTER RECEIPT OF THE SAME AND, IN ANY CASE, BEFORE THE INSTALLATION OF THE PRODUCTS UNDER PENALTY OF FORFEITURE OF ALL RIGHTS.

THE MATERIAL CONSIDERED DEFECTIVE MUST BE KEPT AT THE DISPOSAL OF TAGINA SPA FOR THE VERIFICATIONS THAT IT DEEMS APPROPRIATE TO CARRY OUT; ANY FURTHER ACTION (RETURN, REPAIR OR OTHERWISE) MUST BE AUTHORISED BY US IN ADVANCE IN WRITING. THE INSTALLATION, EVEN PARTIAL, OF THE MATERIAL CONSTITUTES UNCONDITIONAL ACCEPTANCE OF THE CONFORMITY OF THE PURCHASED GOODS. OUR

MATERIALS ARE TO BE CLASSIFIED AMONG PRODUCTS FIRED AT HIGH TEMPERATURE AND, AS SUCH, MAY HAVE DIFFERENCES BETWEEN THE DECLARED DIMENSIONS AND THOSE ACTUALLY DELIVERED. THE SAME IS TRUE FOR THE DIFFERENCES IN TONE WITHIN THE SAME CONSIGNMENT. THE ABOVE CANNOT THEREFORE BE THE SUBJECT OF A COMPLAINT BY THE CUSTOMER. ANY COMMUNICATION OF COMPLAINTS MUST CONTAIN, IN ADDITION TO THE INVOICING DATA, A PRECISE DESCRIPTION OF THE DEFECT AND AN ADEQUATE PHOTOGRAPHIC DOCUMENTATION THAT HIGHLIGHTS IT. IN THE EVENT THAT THE COMPLAINT TURNS OUT TO BE UNFOUNDED, THE CUSTOMER WILL HAVE TO COMPENSATE TAGINA SPA FOR ALL EXPENSES INCURRED FOR THE INVESTIGATION (TRAVEL, EXPERT OPINIONS, ETC.). TAGINA SPA'S LIABILITY IS STRICTLY LIMITED TO THE REPLACEMENT OF ONLY THE PIECES THAT TURN OUT TO BE DEFECTIVE OR TO THEIR REPAIR, WITH THE EXPRESS EXCLUSION OF FURTHER SPECIFIC COMPENSATION SUCH AS, MERELY BY WAY OF EXAMPLE, FOR REMOVAL COSTS, EQUIPMENT, MACHINERY, LOST EARNINGS DUE TO INTERRUPTION OR SUSPENSION OF ACTIVITIES, INCONVENIENCE OF INDIRECT DAMAGE, AND SO FORTH.

THE TIME LIMITS OF THE DURATION OF THE WARRANTY ARE THOSE ESTABLISHED BY THE ITALIAN CIVIL CODE.

ESTOPPEL CLAUSE

FOR NO REASON, INCLUDING DEFECTS OR LACK OF QUALITY IN THE MATERIAL, MAY THE BUYER SUSPEND OR DELAY THE PAYMENT OF THE COLLECTED MATERIAL, WITHOUT PREJUDICE, OF COURSE, TO THE RIGHT TO REFUND WHEN HE OR SHE CAN PROVE THAT THE MATERIAL HAS BEEN UNDULY CHARGED.

PACKAGING AND QUANTITY

THE PRODUCTS WILL BE PACKED AND PREPARED FOR SHIPMENT ACCORDING TO THE PROTECTION SYSTEMS GENERALLY ADOPTED BY TAGINA SPA AND ACCORDING TO THE AGREED MODES OF TRANSPORT. IF THE CUSTOMER DEEMS IT NECESSARY TO USE SPECIAL PACKAGING OR ADDITIONAL PROTECTIONS, HE OR SHE MUST MAKE AN EXPRESS REQUEST TO TAGINA SPA, IT BEING UNDERSTOOD THAT, IN THIS CASE, ALL THE RELATED COSTS WILL BE BORNE BY THE CUSTOMER.

THE GOOD CONDITION OF THE PACKING MATERIALS AND PACKAGING AS WELL AS THE QUANTITY DELIVERED REMAINS ASCERTAINED WITH THE ACCEPTANCE OF THE GOODS BY THE CARRIER. BY SIGNING THE TRANSPORT DOCUMENTS, THE CARRIER IS RESPONSIBLE FOR THE GOOD CONDITION OF THE MATERIAL AND THE QUANTITY. THE BUYER, IN THE EVENT OF BREAKAGE AND SHORTFALL, MUST MAKE REQUESTS FOR ANY COMPENSATION FOR DAMAGES TO THE CARRIER.

RETURNS

FOR NO REASON CAN THE CUSTOMER RETURN THE MATERIAL WITHOUT OUR EXPRESS PRIOR WRITTEN AUTHORISATION AND ALL EXPENSES, INCLUDING THE COSTS OF HANDLING THE RETURNED GOODS IN OUR WAREHOUSES, SHALL BE BORNE BY THE CUSTOMER.

PRICES

THE PRICES SHOWN ON OUR PRICE LISTS ARE NOT BINDING FOR US AND ARE UNDERSTOOD IN EURO, NET OF VAT, OR IN THE CURRENCY INDICATED ON THE SALES INVOICE. WE RESERVE THE RIGHT TO CHANGE THEM BEFORE ACCEPTING THE ORDER. THE PRICES AGREED FOR EACH INDIVIDUAL SALE SHALL BE DEFINED NET IN CASH FOR EX-WORKS DELIVERY, UNLESS OTHERWISE STIPULATED IN WRITING. IF BETWEEN THE DATE OF ORDERING (EVEN AFTER THE ORDER CONFIRMATION) AND THE DATE OF DELIVERY, THERE HAVE BEEN INCREASES IN THE COSTS OF RAW MATERIALS, LABOUR, FUELS, PRODUCTION, TRANSPORT, ETC., TAGINA SPA MAY INCREASE THE AGREED PRICE BY GIVING WRITTEN NOTICE OF THE SAME TO THE CUSTOMER. HOWEVER, IF THIS PRICE EXCEEDS THE PRICE AGREED AT THE TIME OF ORDERING BY 20%, THE CUSTOMER MAY WITHDRAW FROM THE CONTRACT, NOTIFYING US IN WRITING OF HIS OR HER INTENTION WITHIN 10 (TEN) DAYS OF RECEIPT OF THE NOTICE OF PRICE INCREASE. LACKING THE ABOVE, THE NEW PRICE WILL BE UNDERSTOOD AS ACCEPTED.

PAYMENT

PAYMENTS MUST BE MADE BY THE CUSTOMER IN THE MANNER AND TIMING INDICATED IN THE ORDER CONFIRMATION AND AGREED BETWEEN THE PARTIES. PAYMENTS MUST BE MADE IN EURO OR IN ACCORDANCE WITH THE CURRENCY THAT TAGINA SPA WILL INDICATE IN THE RELEVANT SALES INVOICE.

PAYMENTS ARE CONSIDERED MADE BY THE CUSTOMER ONLY WHEN THE RELEVANT AMOUNT HAS BEEN CREDITED TO THE CURRENT ACCOUNT OF TAGINA SPA. ANY PAYMENTS MADE TO AGENTS, REPRESENTATIVES, TRADE AUXILIARIES OF TAGINA SPA, ARE NOT DEEMED TO HAVE BEEN MADE UNTIL THE RELATED SUMS

HAVE BEEN CREDITED TO THE CURRENT ACCOUNT OF TAGINA SPA. ANY DELAY OR IRREGULARITY IN PAYMENT CONSTITUTES A DEGREE OF INSOLVENCY AND OFFERS TAGINA SPA THE RIGHT TO SUSPEND SUPPLIES AND CANCEL AND TERMINATE CURRENT CONTRACTS; DEMAND THE IMMEDIATE AND FULL PAYMENT OF ALL OUR CLAIMS, EVEN IF AN INSTALMENT PAYMENT AND/OR AN EXTENDED PAYMENT HAS BEEN AGREED AND/OR SECURITIES OR OTHER PAYMENT INSTRUMENTS HAVE BEEN ISSUED OR ARE EXPIRING AND, IN ADDITION, IT MAY TAKE LEGAL ACTION IN THIS REGARD, EITHER AS AN EXECUTIVE OR PRECAUTIONARY MEASURE AS WELL AS FOR COMPENSATION FOR DAMAGES. TAGINA SPA IS, HOWEVER, ENTITLED, AT THE MOMENT OF THE EXPIRY OF THE PAYMENT, WITHOUT THE NEED FOR FORMAL NOTICE, TO "DEFAULT INTEREST" IN ACCORDANCE WITH APPLICABLE AND CURRENT LAW.

DELIVERY SERVICE TO SASSUOLO

TAGINA SPA PROVIDES THE DELIVERY SERVICE TO SHIPPERS IN SASSUOLO AND THE AREA FOR WHICH TAGINA SPA WILL CHARGE AN AMOUNT OF EXPENSES BASED ON THE WEIGHT OF THE SHIPMENT.

RESERVED OWNERSHIP

THE MATERIAL, EVEN IF SHIPPED AND REGULARLY INVOICED, REMAINS THE PROPERTY OF TAGINA SPA UNTIL THE TOTAL PAYMENT OF THE SAME BY THE CUSTOMER, AS REQUIRED BY THE ITALIAN CIVIL CODE ON RESERVED OWNERSHIP PURSUANT TO ARTS. 1523 AND FOLLOWING.

TRANSFER OF THE CONTRACT

THE CUSTOMER MAY NOT TRANSFER HIS OR HER POSITION IN THE CONTRACT OR IN INDIVIDUAL MANDATORY RELATIONSHIPS DERIVING FROM IT WITHOUT THE WRITTEN ACCEPTANCE OF TAGINA SPA: EVEN IN THIS CASE, THE CUSTOMER REMAINS JOINTLY RESPONSIBLE WITH THE TRANSFEREE FOR THE OBLIGATIONS TRANSFERRED.

EXPORT BAN

TAGINA SPA IS THE OWNER AND LEGITIMATE HOLDER OF EXCLUSIVE RIGHTS RELATING TO THE TRADEMARKS. IN ORDER TO ENSURE THESE RIGHTS TO THE FULLEST, TAGINA SPA SUPPLIES ITS PRODUCTS THROUGH A SELECTIVE DISTRIBUTION SYSTEM. THESE SUPPLIES ARE INTENDED FOR INSTALLATION AT THE PREMISES OF THE END USER. NO RESALE TO ANOTHER COMMERCIAL ENTITY IS THEREFORE AUTHORISED, UNLESS PRIOR AUTHORISATION IN WRITING HAS BEEN GRANTED BY TAGINA SPA.

THE INFRINGEMENT OF THE HEREIN ABOVE MAY BE CONSIDERED TO BE EQUATED WITH AN UNLAWFUL USE OF THE INTELLECTUAL AND INDUSTRIAL RIGHTS OF TAGINA SPA, WITH THE LATTER'S RIGHT TO REQUEST ITS SEIZURE FROM ANY HOLDER. TAGINA SPA RESERVES THE RIGHT TO PROCEED IN COURT AGAINST ANYONE INVOLVED IN UNAUTHORISED RESALE ACTIVITIES. UNLESS OTHERWISE AGREED, THE CUSTOMER IS PROHIBITED FROM EXPORTING OUR PRODUCTS THAT ARE THE SUBJECT OF THE SUPPLY.

SAMPLES

THE DATA CONTAINED IN THE ILLUSTRATIVE MATERIALS OF TAGINA SPA, AS WELL AS THE CHARACTERISTICS OF THE SAMPLES AND MODELS SENT BY THE LATTER TO THE CUSTOMER, ARE APPROXIMATE INDICATIONS. THIS INFORMATION IS OF NO BINDING VALUE UNLESS IT HAS BEEN EXPRESSLY MENTIONED AS SUCH IN THE OFFER OR WRITTEN ACCEPTANCE OF TAGINA SPA.

SELLER'S TRADEMARKS AND DISTINCTIVE SIGNS

THE USE OF TRADEMARKS, ORNAMENTAL DESIGNS AND CREATIVE WORKS IN GENERAL, IN WHATEVER FORM AND MANNER OF EXPRESSION (SUCH AS, BY WAY OF A NON-LIMITING EXAMPLE: IMAGES, PHOTOS, DRAWINGS, VIDEOS, SHAPES, STRUCTURES, ETC.) CONSTITUTING INTELLECTUAL PROPERTY OF TAGINA SPA, THROUGH ANY MEANS (SUCH AS, BY WAY OF A NON-LIMITING EXAMPLE: PRESS, VIDEO, RADIO, INTERNET, SOCIAL MEDIA, INSTANT MESSAGING PLATFORMS OR VOIP, ETC.) IS STRICTLY FORBIDDEN. ANY EXCEPTION TO THE SAID PROHIBITION, EVEN ONLY PARTIAL, MUST BE AUTHORISED IN WRITING, EACH TIME, BY TAGINA SPA.

LANGUAGE OF THE CONTRACT, COURT OF JURISDICTION

THE TEXT OF THESE GTCS IS WRITTEN IN ITALIAN AND THAT TEXT WILL PREVAIL OVER ANY TEXT DRAWN UP IN ANOTHER LANGUAGE.

THE CONTRACT IS GOVERNED BY ITALIAN LAW, FOR ANY DISPUTE, THE COURT OF RAVENNA SHALL HAVE EXCLUSIVE JURISDICTION. FOR ANY DISPUTE ARISING FROM THE SUPPLY CONTRACT, BOTH BY TAGINA SPA AND BY THE CUSTOMER, THE COURT OF RAVENNA SHALL HAVE EXCLUSIVE JURISDICTION. IT IS HOWEVER THE RIGHT OF TAGINA SPA TO OPT FOR ALTERNATIVE COURTS.