

GENERAL CONDITIONS OF SALE

Rev. 01 – June 16, 2023

The present general conditions of sale (hereinafter the “GCS”) shall apply to all the supplies of its products that will be made by Colorobbia Italia S.p.A. (hereinafter “Colorobbia” or, alternatively, the “Supplier”) to the customer (hereinafter the “Customer”). The present GCS shall prevail on the general conditions of purchase, if any, of the Customer and on any provision unilaterally drawn up by the Customer, included in the purchase order or in any other document. Any provision contrary to the GCS will be valid only if specifically approved in writing by Colorobbia.

Art. 1. EXECUTION OF THE CONTRACT

1.1. The supply contract between the Parties shall be deemed executed upon receipt, by the Supplier, of the written acceptance of the offer by the Customer or upon receipt, by the Customer, of the written acceptance of the order by the Supplier through an order confirmation or a pro-forma invoice. Therefore, until the time of acceptance, the order issued by the Customer will not be binding on the Supplier.

1.2. In the absence of express written acceptance of the order, the contractual commitment will arise at the time the order will be executed by the Supplier.

1.3. Any exception to the provisions of the confirmed or executed order or of the accepted offer is effective only if approved in writing by both Parties.

1.4. The issue of the order by the customer or the acceptance, by the latter, of the offer submitted by the Supplier implies the full, total and unconditional acceptance of the present GCS.

Art. 2. DELIVERIES AND COLLECTION OF PRODUCTS

2.1. The Supplier shall deliver the ordered products according to the INCOTERMS delivery terms resulting from the confirmed order or from the accepted offer, within the timing specified therein. The delivery time specified in the confirmed order or in the accepted offer can be modified by mutual agreement between the Parties but only by means of a written document.

2.2. Unless agreed otherwise in a specific individual case, the Supplier shall be entitled to make partial deliveries.

2.3. The Supplier shall use its best effort for complying with the agreed time of delivery, it being understood that the delivery time stated in the confirmed order or in the accepted offer, unless agreed otherwise in writing in any specific case, is merely indicative and not binding and that the Supplier will not be therefore liable for the delay in the delivery.

However, in the event that the Parties have expressly agreed in writing that the agreed time of delivery is binding, the Customer will have the right, if the delay in the delivery exceeds 30 working days in respect to the agreed delivery date and such delay is due to reasons ascribable to the Supplier, to request liquidated damages equal to 0,5% of the price of the delayed products for each complete fifteen (15) days of delay.

In any case, the amount of the compensation for the late delivery cannot be higher than 1,5% of the price of the products delivered late. The Supplier shall not be liable for any loss or damage of any kind, included the loss or the delay in the production, suffered by the Customer as a result of such delays. The claims for delays in the delivery shall be made in writing within ten (10) working days following a period of grace equal to thirty (30) working days from the expected date of delivery. Unless agreed otherwise on a case-by-case basis, the Customer is not entitled to offset any amount due for the delay in the delivery (only in the event of binding time of delivery) with the amount of the delivery, that shall be entirely paid by the Customer.

2.4. Without prejudice of the provision of art. 2.3. above, the Supplier, if it foresees a delay in the delivery in respect to the delivery time stated in the confirmed order or in the accepted offer, shall inform the Customer about the new expected delivery date.

2.5. Furthermore, the Supplier shall have the right to cancel the confirmed order, without any right for the Customer to make claims of any kind, in the event that the Supplier is unable to execute the order for a cause attributable to the Customer. In such case, the Supplier is entitled to withhold, as compensation for damages, the amount already paid by the Customer for the supply.

2.6. The Customer is due to collect the ordered products at the agreed delivery place. In the event of delay in the collection of the products, the Supplier shall have the right to apply liquidated damages equal to 1% of the value of supply for each day of delay, in addition to the payment, by the Customer, of the costs for the storage and any other cost and expenses deriving from the no timely collection of the products. The compensation of the further damages, if any, remains unaffected.

Art. 3. QUANTITIES

3.1. The Supplier will deliver the products in the quantities specified in the confirmed order or in the accepted offer.

3.2. Upon the receipt of the supply, the Customer shall verify the received quantities and shall notify the Supplier in writing, no later than eight (8) days as from the receipt of the ordered products, any quantitative discrepancy, by excess or by default, also providing the related signed supporting documentation (signed shipping/transportation document).

3.3. The Supplier, in the event that, upon receipt of the notice as per art. 3.2. above, ascertains that the delivered quantity is effectively less than the ordered one, will provide, at its expenses, to integrate the lacking quantity; instead, in the event that the Supplier ascertains that the delivered

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quantity is higher than the ordered one, will proceed, at its care and expenses, to collect it, unless the Customer decides to accept the received greater quantity, in which case the Supplier will have right to the payment of the delivered quantity.

3.4. The fulfilment, by the Supplier, of the obligations pursuant the art. 3.3. above excludes the right for the Customer to make any other claim against the Supplier, at any title and for any reason whatsoever.

3.5. For the families of products listed hereinafter, the tolerances in quantity allowed for each of them are listed in the following table:

Products for the ceramic and glass industry	
Ceramic frits	± 1,000 %
Ceramic compounds	± 3,000 %
Powdered products	± 0,800 %
Ceramic grits	± 0,800 %
Stains	± 0,800 %
Inks	± 0,300 %
Glazes and colors for glass	± 0,400 %
Hobby Color products (Ready to Use)	± 0,300 %
Porcelain Enamels	
Porcelain Enamel frits	± 1,000 %
Porcelain Enamels compounds	± 3,000 %
Porcelain Enamels wet and electrostatic powders	± 0,800 %
Lead Oxide	
Lead Oxide	± 1,000 %
Clays	
White Clay	± 1,000 %
Red Clay	± 1,000 %
Aurobit	
Decoration Products	± 0,005 %
Cover-coat	± 0,300 %
Termolustres	± 0,300 %
Organic colors	± 0,300 %

In the event of supply of products in bulk, a tolerance equal to ±3% is allowed; besides, for certain kind of products, variations of weight due to moisture of the product can occur.

Art. 4. TRANSFER OF TITLE AND RISKS

4.1. The risks related to the supplied products shall pass to the Customer according to the agreed INCOTERMS delivery term. In the event of damages or losses during the transit and in case, according to the agreed INCOTERMS delivery term, the transportation is under Customer's liability, the Customer shall be responsible for managing the problem with the carrier appointed by the latter.

The ownership of the products shall pass to the Customer upon payment of the related price. Therefore, in the event of delay in the payment by the Customer, the Supplier shall be entitled to request the return of the supplied products, at the Customer expenses.

Art. 5. PACKAGING-STORAGE AND USE OF THE PRODUCTS

5.1. The Supplier will supply the products ordered by the Customer in a packaging suitable for the nature of the products themselves and such as to protect them against risks of dispersion, contamination etc.

5.2. The Customer is due to comply with the information and instructions, if provided by the Supplier, autonomously or upon request of the Customer, for a correct storage and use of the supplied products and shall be exclusively liable for the damages, if any, suffered by the products because of no-compliance, by the Customer, to such instructions or information, when provided.

Art. 6. QUALITY OF PRODUCTS AND WARRANTY

6.1. The Supplier guarantees that the supplied products will be free from flaws and defects and complying with the provisions of the confirmed order or in the accepted offer and with the technical specifications provided by the Supplier.

Any other contractual or statutory, warranty, express or implied, included the warranty about the suitability of the products to the intended use is expressly excluded.

6.2. The Customer, upon receipt of the supply, is due to inspect the received products and to notify the Supplier in writing, within eight (8) days as from the receipt of products or, in case of hidden defects, within thirty (30) days from their receipt, any defect or non-conformity of the products, supporting its complaint with documents proving such defects or discrepancy.

The failure to complain, by the Customer, within the above said term will constitute definitive acceptance of the supplied products. In any case, before introducing the products into its own production process, the Customer is due to make all the necessary checks and controls of the products themselves. Therefore, no complaint about the quality of the products is admitted, even if made within the term respectively stated above, once the products have been introduced into the production process of the Customer.

6.3. The Supplier, where it receives a timely and documented complaint pursuant art. 6.2. above, shall have the right to make a check about the existence of the complained defects or non-conformity and, if it ascertains that the complaint is founded, it shall, at its exclusive discretion:

- a) replace, at its care and expenses, the defective or non-conforming products or
- b) reimburse to the Customer the price already paid, if any, for the products resulted defective or non-conforming.

In case of adoption, by the Supplier, of one of the remedies pursuant to lett. a) or b) above, the Customer will have no right to make any other claim against the Supplier, at any title and reason whatsoever.

Art. 7. LIMITATION OF LIABILITY

7.1. Without prejudice of the provisions of art. 3.4. and 6.3. above, the liability of the Supplier for the damages and the adverse effects deriving from any incorrect fulfilment of its obligations is limited, except the case of wilful misconduct or gross negligence, to an amount equal to the value of the supply in respect of which the breach or the non-correct fulfilment has occurred. Any liability of the Supplier for indirect or consequential damages is expressly excluded.

7.2. The Customer, except the case of wilful misconduct or gross negligence of the Supplier, will be liable (without prejudice of the right for the Supplier to be indemnified) for fines, losses, damages (to persons, things and environment), cost and expenses deriving from: (i) handling, storage, use, sale or disposal of the Supplier products and of the related wastes; (ii) discharge and/or leakage of the products and/or of the related waste in the water, in the ground or in the air; (iii) exposure of people included the employees of the Customer, to the products and/or the related waste.

7.3. The Customer is also due to indemnify and hold the Supplier harmless from any claim of third parties connected with the sale, by the Customer, of finished products that incorporate the products supplied by the Supplier.

ART. 8. PRICE OF THE SUPPLY- PAYMENT

8.1. The Customer is due to pay the price of the supply notified by the Supplier and/or resulting from the confirmed order or from the accepted offer.

8.2. The Supplier reserves the right to review its price lists in the event of significant increase of one or more of the main items of cost of the products (raw materials, energy etc.) in which case it will provide for giving notice to the Supplier. In case of continuous relationship of supply, the Supplier will have the right to terminate the contract in case the Customer doesn't accept the price revision, without any right for the latter to any claim, for any reason, for the earlier termination of the contract.

8.3. The Supplier also reserves the right to revise methods and timing of payment applied to the Customer in the event of negative variation of the Customer's economic-financial situation.

8.4. The Customer shall provide for the payment of the supply in the manner and within the terms stated in the confirmed order and/or in the accepted offer, that will be shown in the invoice. The Customer shall have no right to suspend the payment even if in the event of pending complaints.

8.5. In the event of delay in the payment of the supply, the Supplier will have the right to invoice to the Customer the default interest equal to the ECB (European Central Bank) rate increased of eight (8) percentage points. However, if the delay is higher than seven (7) days in respect of the expiration date, the Supplier shall have the right to terminate the supply contract with immediate effect, in addition to the compensation of damages.

8.6. Besides, in case of delay in the payment by the Customer, the Supplier may request a judicial order for obtaining the return of the not paid products, shall have the right to suspend the execution of any current order until the full payment of the outstanding, may refuse new subsequent orders by the Customer and/or pretend the advanced payment for the current or future orders, without the right for the Customer to make claim for any reason whatsoever.

Art. 9. TERMINATION OF SUPPLY CONTRACT

9.1. In addition to the cases of earlier termination provided in other provisions of the present GCS, the Supplier will have the right to terminate the supply contract with the Customer, whether it is specific or continuous, with immediate effect and with no right for the Customer to make claims for any reason whatsoever against the Supplier in the event that:

- a) the Customer assigns or attempts to assign the contract to third parties without the previous Supplier written consent;
- b) a change in the ownership or in the control of the Customer occurs;
- c) the Customer is declared in voluntary liquidation;
- d) the Customer is subject to an insolvency proceeding, is placed in voluntary liquidation or recurses to judicial or extra-judicial instruments for managing the companies crisis.

9.2. When one of the cases for the earlier termination of the supply contract under to the present GCS takes place, the effect of termination will occur upon receipt, by the Customer, of the Supplier notice having as object the termination of the contract with the specification of the termination reason.

Art. 10. FORCE MAJEURE

Each Party will not be liable for the no-fulfilment or the no duly fulfilment to some of its obligations deriving from force majeure and so by an event that cannot be foreseen or, if foreseen, that cannot be avoided.

The force majeure doesn't work with regard to the payment obligation.

Art. 11. ASSIGNMENT OF SUPPLY CONTRACT

11.1. The Customer cannot assign the supply contract to a third party without the previous written consent of the Supplier.

11.2. In the same way, the Supplier cannot assign the contract to a third party without the previous written consent of the Customer, while it will have full right to assign the contract to one of its subsidiaries, by giving notice in writing to the Supplier.

Art. 12. NOTICES

12.1. The official notices addressed to the Supplier shall be sent by certified electronic mail to the address: colorobbiaitaliaspa@legalmail.it or by registered letter/courier to the address: Via Pietramarina n. 123, 50059 Sovigliana-Vinci (Florence).

The notices related to the operative management of the orders shall be sent by e-mail, to the address that will be specified by the Supplier.

Art. 13. PROCESSING OF PERSONAL DATA

13.1. The contact personal data, mutually exchanged or collected by the Parties in the course of the conclusion and execution of the supply relationship (hereinafter the "Contact Data"), shall be processed by them in full compliance with the principles and the provisions set forth in the EU Regulation 679/2016 ("GDPR") and according to the legislation in force.

The Parties ensure that the Contact Data will be processed by means of manual, IT and telematic tools, exclusively for the purposes related to the fulfilment of the obligations provided for by the law and connected to the establishment and management of the supply relationship and, in any case, in a such way as to guarantee the confidentiality of the same.

With regard to the Supplier, the Contact Data will be processed in Italy and/or in Europe and may be disclosed to advisors and to persons authorized to the processing of data.

Contact data may be disclosed to any third party that provide the Supplier with the services and instrumental services for the aforementioned purposes such as, by way of example, controlling, controlled, subsidiaries, and/or affiliated companies of the Supplier, individuals, bodies and/or companies involved in managing and/or participating in the management and/or maintenance of the electronic and/or telematic tools used, which, where designed as external Data Processors, are obliged to ensure the same level of protection as to the Contact Data as provided by this Agreement. The data will not be further communicated or disclosed to third parties except for the aforementioned cases.

The Customer may exercise the rights referred to in articles 15, 16, 17, 18, 20, 21 of the GDPR.

Requests for exercising the rights may be sent, if addressed to Colorobbia, by sending an e-mail to the address: privacy@colorobbiaitalia.com

Colorobbia, as Controller, has appointed a Data Protection Officer (DPO) pursuant art. 37 of GDPR, that may be contacted, for the issues related to data processing, at the following address: dpo@colorobbia.it

Art. 14. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

The Supplier is and remains exclusive owner of the know-how related to its own products and to its respective production and application processes as well as of the trademarks, logos and brand names used in the market of the products.

The communication of information, technologies or know-how by the Supplier to the Customer in no case implies a transfer or license for the use of them and so no right arises in favour of the Customer. Any invention, improvement or development of the industrial or intellectual property achieved or developed as a result of the commercial relationship between the Parties will remain property of the Supplier.

The samples of products and any information, in any form transmitted or acquired, related to the products and the commercial relationship between the Parties (included the terms and conditions of sale) constitute confidential material and must not be disclosed to third parties, save as strictly necessary for allowing the Customer to fulfil its obligations provided by the law.

The Customer undertakes not to carry out, directly or through third parties, the reverse engineering of the products and not to use the information related to the products for carrying out or having a third party carry out the supply of products that are similar or equivalent the Supplier products. The Customer shall ensure that its employees and personnel under its liability comply with the confidentiality obligation set forth in this clause. In case of breach of such confidentiality obligations, the Customer will be responsible, both on penal and civil terms, for all contractual or non-contractual damages, that such no compliance may cause to the Supplier or to third parties.

Such confidentiality or secrecy obligation will remain in force until all the confidential information becomes of public domain for a cause different from the breach of the present agreement. In any case, if the Customer believes that such confidential technologies, information and know how have been made public, such confidentiality obligation shall continue unless the information results accessible to the general public through official sources or channel or unless the Supplier declares in writing that the information has become of public domain.

Art. 15. APPLICABLE LAW AND COMPETENT JURISDICTION

15.1. The GCS and all the supply contracts that will be entered into between the Supplier and the Customer will be governed by the Italian laws.

15.2. Any dispute related to the interpretation, fulfilment, execution of the GCS and/or of any supply contract between the Supplier and the Customer shall be submitted to the exclusive jurisdiction of the Court of Florence - Italy.

Art. 16. GENERAL PROVISIONS

16.1. In the event that one or more of the provisions of GCS is or are declared invalid, the remaining provisions will maintain their full validity.

16.2. The delay or the failure, by the Supplier, in exercising any right or power arising from the GCS and/or from the single supply agreement with the Customer doesn't constitute a waiver to such right or power. In the same way, the partial exercise of such right or power doesn't affect any further or following exercise of the same or the exercise of any other right or power deriving from the present agreement.

Art. 17. COMPLIANCE WITH LAWS, WITH IMPORT/EXPORT CONTROL AND WITH BUSINESS ETHICS

The Customer shall comply and ensure that all its officers, employees, agents or collaborators comply with the laws, the rules and the regulations applicable to the business relationship established between the Parties included, by way of an example, all the regulations related to the products export control as well as the regulations related to human rights, to human trafficking, to child labour and to the slavery, comply with the international laws regarding labour, the environment protection and the sustainable growth.

The Customer shall comply and ensure that all its officers, employees, agents or collaborators comply with the principles of the Code of Ethics provided by the Supplier, available at the web site <https://www.colorobbia.com/en/affiliates/colorobbia-italia/> and shall implement all the necessary measures for avoiding conducts contrary to such Code of Ethics.

THE CUSTOMER

Date, stamp and signature

Pursuant to artt. 1341 e 1342 italian civil code, the Customer specifically approve in writing the following clauses:

- 1.3.- 1.4. (Execution of the contract);
- 2.3.- 2.5.- 2.6. (Deliveries and collection of products);
- 3.4.- 3.5. (Quantities);
- 4.1. (Transfer of title and risks);
- 5.2. (Packaging - storage and use of the products)
- 6 (Quality of products and warranty);
- 7 (Limitation of liability);
- 8.2.- 8.3.- 8.4.- 8.5.- 8.6. (Price of the supply-payment);
- 9.1. (Termination of supply contract);
- 10 (Force majeure);
- 11.1. (Assignment of supply contract);
- 13 (Processing of personal data);
- 14 (Intellectual property and confidentiality);
- 15 (Applicable law and competent jurisdiction);
- 16 (General Provisions).

THE CUSTOMER

Date, stamp and signature