

SILVELOX GROUP S.P.A. GENERAL SALES CONDITIONS

1. PURPOSE AND SCOPE OF APPLICATION

- 1.1. These General Conditions shall govern, together with the Special Sales Conditions, the received orders or the sales contracts stipulated by Silvelox Group S.p.A. and will be applied, with the exception of any other previous or different condition or agreement, to any future order or sales contract relevant to the supply of Silvelox Group S.p.A. doors, garage doors, industrial and residential gates, components and spare parts, up to a new edition of the Sales Conditions.
- 1.2. Whatever modification and/or integration, as well as any purchasing condition reported by the customer in its communications to Silvelox Group S.p.A. which totally or partially differ from these General Sales Conditions and from the Special Sales Condition of Silvelox Group S.p.A., would be valid only in the case of specific written acceptance by Silvelox Group S.p.A.
- 1.3. Eventual written and/or verbal commitments with agents, distributors and/or external cooperators bind Silvelox Group S.p.A. only if expressly confirmed in writing by Silvelox Group S.p.A.

2. CONTRACT PARTS

- 2.1. The supply contract is concluded with Silvelox Group S.p.A. written confirmation countersigned and returned by the Customer ("Order Confirmation").
- 2.2. Whether the conditions indicated on the Customer order differ from those on the Order 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.
- 2.3. Eventual offers by Silvelox Group S.p.A. ("Offer") 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. Once the period indicated on the offer has expired, without any acceptance by the Customer, the Offer will expire with no need of nullification. Eventual terms (or delivery dates) indicated by Silvelox Group S.p.A. on the Offer shall be considered as indicative and not binding.
- 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. The eventual invoice relevant to the deposit of the ordered products shall be issued only once Silvelox Group S.p.A. has received the Order Confirmation signed by the Customer. If the invoice has not been paid within 30 days of sending the contract shall be automatically cancelled.
- 2.6. Those orders confirmed by Silvelox Group S.p.A. that after 30 days from the issue of the Order Confirmation have not been returned signed per acceptance, shall be automatically nullified.

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- 2.7. Whether a deposit has been paid, relevant order can be suspended waiting for further definitions for a maximum of 6 months.
- 2.8. Eventual nullifications or modifications of the order by the Customer shall not have any effect if not previously authorized, or accepted afterwards, in writing by Silvelox Group S.p.A.. It is understood that in case of nullification or modification of orders that have already been confirmed, Silvelox Group S.p.A. will charge 100€ for handling costs besides eventual costs already incurred for the production of ordered products.
- 2.9. It is understood that the acceptance of the modifications proposed by the Customer is in any case subjected to the written agreement between the parties on the variations that such modifications may cause on prices and delivery periods previously defined. Prices may be subjected to variation whether the ordered quantities are reduced or a faster delivery is required.

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. Order Confirmation.
- 3.2. Silvelox Group S.p.A. declines any liability about the dimensions taken on site by personal which hasn't been appointed by Silvelox Group S.p.A.; in this case, 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. The Customer shall expressly undertake not to use, for reason which differ from those provided in the supply contract, the drawings, the technical information relevant to the supply; they remain a property of Silvelox Group S.p.A., the Customer cannot forward them to third parties nor reproduce them without a written authorization.
- 3.5. 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 and in case of non-fulfilment to keep Silvelox Group S.p.A. unscathed from any sanction should be incur for not respecting the relevant local legislation.
- 3.6. In case of adjacent products if ordered in different moments the same shade is not guaranteed, as the wood could behave differently during the painting phase; furthermore, the supplier could modify the panels or the metal sheet in any moment.

4. EXCLUSIONS

- 4.1. Unless otherwise specified, the system project 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 Order Confirmation shall not be included.

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- 4.2. Similarly 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. 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.

5. DELIVERY - PACKAGING

- 5.1. Unless otherwise agreed, products are in any case intended as supplied "Ex Works ... factory – Incoterms 2020CCI", the cost includes standard packaging. For this purpose, Silvelox Group S.p.A. will inform the Customer about the availability of the ordered products. Shall the Customer fail to collect the goods within 8 (eight) days from the date on which he was notified of availability for collection ("notification of available goods"), Silvelox Group S.p.A. reserves the right, at its sole discretion, to send the goods to the Customer using a courier at its choice, charging the related shipping, insurance and further costs to the Customer, or rather to consider the contract terminated by law, except the right to pay the ordered products. Furthermore, Silvelox Group S.p.A. reserves the right to charge the Customer, seven days after sending the "notification of available goods", with the costs of storage in the warehouse incurred by the Company, up to the effective day of collection or shipping, quantified in € 10,00 per day.
- 5.2. Eventual non-standard packaging shall be specified during the ordering phase and shall be billed at cost. Silvelox Group S.p.A. will not accept in any case the return of the package, being its disposal at Customer charge.
- 5.3. The material delivery to the Customer or to the courier (even when chosen by Silvelox Group S.p.A.) or sending the "notification of available goods", 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.
- 5.4. Delivery terms shall always be considered as indicative and not mandatory, 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; anyway they shall be considered as accepted only if explicitly confirmed on our Order Confirmation. In any case, the same cannot be considered as essential terms pursuant to and for the purpose of Article 1457 of the Italian Civil Code, by reflecting normal condition of production susceptible to alteration during the phase of preparation of the goods. Except for the eventualities pursuant to the Article 1229 of the Italian Civil

Code, delays in delivery, whatever the cause, do not give the Customer any right to ask for damages reimbursement.

5.5. 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 the Customer hasn't provided the relevant payment.

5.6. The delivery terms are automatically extended when:

5.6.1. 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. Order Confirmation.

5.6.2. Whether causes determined by events out of Silvelox group S.p.A. control as, by way of example only and not exhaustive, trade union actions, strikes, difficulties in transportation, natural events, wars, riots in the square, administrative seizure measures, embargo, laws and legislations by any local entity or administrative authority, epidemics, pandemics, Company closure disposed by the authorities, shall impede or make extremely difficult the delivery of the goods within the agreed terms.

5.6.3. 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.

5.6.4. Delivery terms are set on behalf of Silvelox Group S.p.A.; therefor the Customer cannot refuse to receive the goods before the set date.

5.6.5. Whether the parts have agreed that, in case of delay in the goods delivery, Silvelox Group S.p.A. should pay a fine, it is expressly excluded any further reimbursement of the damage. In any case, the fine cannot exceed 10% of the contract value.

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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 accepted by the Customer 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 any reason, 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 working

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days. Silvelox Group S.p.A. reserves the right to charge the costs for the stock of the products quantified in € 10,00 per day 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 shall still be issued 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, accomodation...).

7. PAYMENTS

- 7.1. Unless otherwise agreed, the Customer must pay within the terms provided in the Order Confirmation at the Silvelox Group S.p.A. 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 provided for pursuant to article 5 Legislative Decree n. 231/02, with no need of any formal notice by Silvelox group S.p.A.; 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. 14. The Customer will also be charged with the unpaid expenses and those necessary for credit recovery.
- 7.2. Any dispute which may arise between the parties shall not release the Customer from the observance of the payment terms and conditions.
- 7.3. In case of reasonable doubts about Customer solvency, suspension of the payment and/or changing of the Social Company and/or failure of the Company and or any other insolvency procedure, would it be forced or voluntary, Silvelox Group S.p.A. reserves the right to nullify the contract and/or pretend further warranties.

8. LEGAL WARRANTY IN THE B2B CONTRACTUAL RELATIONS

- 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 contract.
- 8.2. The warranty period shall be 24 (twenty-four) months starting from the date of consignee and, in case of installation of the product, from the date of submission of the duly completed certificate of initial

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verification, issued when the installation starts. The initial verification is carried out to show the correct functioning of the product after the installation and will be carried out for free by the installer when the product is put into operation. The certificate of initial verification is contained in the instruction manual attached to the product and shall be properly filled out by the installer and delivered to the final user. The warranty card attached to the installation manual shall be sent back to Silvelox Group S.p.A. within 30 days starting from the date of installation.

The activation of the warranty is strictly bound to the regular payment to Silvelox Group S.p.A. The industrial gates in the colors RAL5010 -RAL8019 - RAL7016 - RAL6005 - RAL3000 - RAL9006 are excluded, being their warranty period of 6 months for what concerns the aesthetic, but it is of 24 (twenty-four) months for what concerns the functional characteristics.

- 8.3. Without prejudice to the effective period of the guarantee, as described in the previous paragraph 8.2, the activation of the guarantee by the customer is strictly linked to the regular payment in the against Silvelox Group S.p.A. or towards the authorized dealer Silvelox Group S.p.A. and, in hypothesis of installment payments, will remain suspended until full payment of the products referred to in Order Confirmation, without this suspension period giving rise to an extension in any way of the warranty term indicated in article 8.2 above.
- 8.4. 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 ("Notification of Dispute") 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.
- 8.5. The reporting of hidden defects (not visible at the delivery of the goods) must be communicated in writing within 24 hours from their discovery and, in any case, under penalty of expiry, within 24 (twenty-four) months from the delivery date. The "Notification of Dispute" shall be sent with: (i) a brief description of the defect identified by the Customer; (ii) Order Confirmation number, if present; (iii) batch number of the goods; (iv) picture of the identified damage. The Customer shall be able to show the certificate of carried out initial verification to take advantage of the free services relevant to the warranty period.
- 8.6. Silvelox Group S.p.A. reserves the right to previously verify, by using its own technicians, that the defect claimed by the Customer exists and that it is attributable to Silvelox Group S.p.A. responsibility. In this case, Silvelox Group S.p.A. undertakes, at its sole unquestionable judgement, to repair or replace the products free of charge, or the components that the Company itself recognizes to be defected, and, whether it isn't possible, to reimburse, totally or partially, the costs already paid by the Customer, without this implying any liability on the part of Silvelox Group S.p.A. for direct, indirect or consequent damages of any kind, loss of earnings or losses arising from and/or connected to any defects or faults of the goods.

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- 8.7. 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.
- 8.8. 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.
- 8.9. 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.
- 8.10. 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.

9. LEGAL WARRANTY IN THE B2C CONTRACTUAL RELATIONS

- 9.1. In addition to the warranty provided for the faults of the sold good in accordance with the provisions in force, and for the equal period of 24 (twenty-four) months starting from the delivery of the goods to the Customer, Silvelox Group S.p.A. is responsible toward the Customers (i.e. the physical person which acquires the Products for purposes extraneous from their own commercial, craft, entrepreneurial or professional activity if any), pursuant to art. 130 and 132 of the Legislative Decree 206/2005, of eventual lack of conformity of the products, existing at the time of delivery. The lack of conformity is considered to exist if: i) the product is not idoneous to the use for which goods of the same kind are usually used; or ii) it is not conform to the description or doesn't own the qualities same qualities as the sample or model eventually shown by Silvelox Group S.p.A.; or iii) it doesn't offer the qualities and the usual performance of a good of the same kind as the Customer could legitimately expect; or iv) it is not idoneous to the particular use required by the Customer, which has previously advised Silvelox Group S.p.A. at the time of order purchasing and accepted by the latter.
- 9.2. Without prejudice to the effective period of the guarantee, as described in the previous paragraph 9.1, the activation of the guarantee by the customer is strictly linked to the regular payment in the against Silvelox Group S.p.A. or towards the authorized dealer Silvelox Group S.p.A. and, in hypothesis of installment payments, will remain suspended until full payment of the products referred to in Order Confirmation, without this suspension period giving rise to an extension in any way of the warranty term indicated in article 9.1 above.
- 9.3. The rights recognized to the Customer by art. 130, paragraph 2 of Legislative Decree 206/2005 shall expire if the Customer doesn't advise Silvelox Group S.p.A. about the lack of conformity within 2 (two) months from the date on which the defect was discovered.
- 9.4. Silvelox Group S.p.A. will make any diligent effort to replace at its own charge, with other products of the same quality and kind available by its own warehouse, those delivered products which are damaged or defective, assuming that the products shall be sent back by the Customer into the original packaging (complete in each part). Whether the replacement with a product of the same kind is not possible,

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Silvelox Group S.p.A. shall reimburse the Customer with the amount paid for the defected product, excluded any further liability, of any kind.

- 9.5. For the correct operation of the legal warranty, it lasts what has been provided in the articles 8.4 and 8.5 about the content and the methods of sending the "Notice of Dispute". Shipping costs by the Customer to Silvelox Group S.p.A. for assistance will be entirely borne by the Customer, while those costs relevant to the return will be entirely borne by Silvelox Group S.p.A.

10. EXCLUSIONS AND LIMITATIONS OF THE B2B AND B2C WARRANTY

- 10.1. The warranty provided as per art. 8 and 9 is excluded if the Customer has damaged the products for his own willful or negligent conduct, or if, for his own negligence and/or other reasons not imputable to Silvelox Group S.p.A., he damaged and/or made the products defective, and/or exposed them to natural events and/or used them improperly and/or without following the technical instructions reported on eventual manuals, and/or made and/or let personnel not authorized by Silvelox Group S.p.A. make any reparation, intervention or tampering, and/or omitted the ordinary maintenance and/or stored them in an incorrect way. The warranty is also excluded if the defects and/or faults and/or malfunctioning come from a use of the products which differ from the use provided on the contract and/or for which the products were designed and realized, or in case of normal deterioration of consumable parts.

- 10.2. Particularly, Silvelox Group S.p.A. assumes no responsibility for:

- (i) damages caused by an incorrect use of the product.
- (ii) damages caused by anomalies or faults derived by the power supply network.
- (iii) damages caused by tampering or failures due to interventions by not qualified personnel, including the removal of mandatory safety systems.
- (iv) damages which happened during the transportation by third parties and negligent preservation of the product.
- (v) damages caused by the non-observation of the instructions, including the ordinary maintenance, provided into the instruction manual.
- (vi) damages on products from which were removed the identification labels pasted by the manufacturer.
- (vii) damages caused by the usage of accessories and/or not original spare parts and not authorized by Silvelox Group S.p.A.
- (viii) damages caused by an incorrect installation.
- (ix) damages caused by extraordinary events (accidents, fires, natural calamities, vandalism, general claims)
- (x) damages occurred in case the motorization and automation are carried out by the Customer.
- (xi) any swelling due to an excessive humidity of the environment.
- (xii) for any product installed flush with the external wall without any weathering protection.
- (xiii) damages caused by transportation by third parties and/or negligent preservation of the product.
- (xiv) damages caused by an irregular and improper use of the product, included the failure to implement the ordinary maintenance.

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- (xv) damages caused by incorrect installation activities.
- (xvi) damages caused by the installation on inadequate loadbearing structures.
- (xvii) damages caused by using inadequate anchor elements.
- (xviii) damages caused by inadequate solicitations.
- (xix) damages caused by using not original accessories or spare parts.
- (xx) any not authorized modification and reparation of the products.

10.3. In case of wooden products, even using advanced techniques to reduce natural changings as dilatation and constriction typical of the raw material used, in particular environmental conditions, it is possible that small cracking or deformation not covered by warranty arise. In case of wooden product the warranty won't be valid in case of resin spills and/or tannin, as they are considered product characteristics.

10.4. In case of motorization supplied by third parties the certification and the CE marking of the product are exclusively relevant to a manual door. Therefore, the product warranty issued by Silvelox Group S.p.A. will be limited just to the mechanical parts and won't cover the damages caused by the motorization supplied by third parties. It is reminded that it is responsibility of the third party to carry out the new evaluation of the risks and to supply its own certification and CE marking.

10.5. Whether Silvelox Group S.p.A. finds that the eventual faults or defects of one or more products of the Customer are attributable, directly or indirectly, to the Customer itself, the latter shall pay the costs for the damage verification and for products return.

10.6. Panels covered with wood-like coating can present a few "whitening" on the edges of the rib, of the "cassettature" or the male-female profiles, caused by the stretch of the plastic coating. This phenomenon is normal and is not to be considered a defect of the product.

10.7. The warranty of the manufacturer is void in case of failure to observe the instructions included inside the manual for the installation and use of the product.

10.8. For those products installed on coastal areas or subjected to aggressive weather conditions it is necessary to use products and material which are idoneous and/or specific protections.

10.9. Panels made with smooth instead of embossed metal sheet can present slight undulations. This phenomenon is characteristic of the production process and is not to be considered a defect of the product.

10.10. Slight variations in the color of the product that can occur over the years as a result of exposure to sunlight, are physiological and are not to be considered a defect of the products.

10.11. Panels made with dark shade metal sheet if exposed to the sunlight can reach very high temperatures. This causes the thermal dilatation of the metal, and consequently the metal sheet may deform temporarily. This phenomenon cannot be impeded and is not to be considered a defect of the product.

10.12. In case of products made with metal sheet, even if the same RAL color is used, slight differences of shades or a different perception of the color are possible, due to the diversity of the material used. This can happen both on components relevant to the same product and on different products, as

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entrance doors with metal sheet covering and sectional or overhead doors made with metal sheet panels.

- 10.13. Silvelox is committed to use the same RAL color on all the components of the door, but given the variety of materials used, the shade may differ from one component to another, especially in the white color.
- 10.14. In case of products with grains, as per the legislation UNI EN 572 and UNI EN ISO 12543, the optical control for evaluating the conformity of an insulating glass must be performed at a distance of no less than 2 meters.
- 10.15. In case of wooden products the color samples presented at the time of selection give a general idea, but do not represent the final aesthetic result. Who buys a wooden door shall remind that he is buying a product made with a valuable and natural material which has different kinds of grain, and that there may be variations in the color due to different basic essences, that are not to be considered defects of the product or of “aliud pro alio” sale.
- 10.16. In case of wooden products it is reminded that the wood, raw material of our handcraft products, is an “alive” material subjected for its own nature to mutations determined by external factors as the sun light, temperature, environmental humidity, daily use. Shade variations are normal, furthermore, the wood can be subjected to dimensional variations due to the temperature and the environmental humidity. In the most critical situations, slight cracks may appear, which will tend to lessen once the correct climatic conditions have been re-established. It is normal over time to expect that a wooden product adapts to the environment undergoing slight modifications that, anyway, do not produce any other effect than increase the beauty and the charm of the product, just like any natural material.

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11. RETURN MANAGEMENT

- 11.1. 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, with the same characteristics and the content as the “Notice of Dispute”. 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.

12. LIABILITY LIMITATIONS

- 12.1. Silvelox Group S.p.A. warranties and liabilities, deriving from and relevant to the contract concluded on the basis of these General Conditions, are limited to those here expressly provided. With the

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exception of cases of willful misconduct and gross negligence of Silvelox Group S.p.A, the latter won't have any further liability in relation to the goods and in any case will be responsible for direct, indirect or consequential damages, loss of earnings, direct or indirect losses of any kind resulting from the purchase of the goods. The Customer acknowledges that the whole responsibility of Silvelox Group S.p.A. resulting from and/or relevant to the contracts concluded on the basis of these General Conditions will be, in any case, limited to the price paid by the Customer in relation of the goods, in addition to any eventual amount paid by the insurance company according to the insurance policies taken out by Silvelox Group S.p.A.

13. EXPRESS TERMINATION CLAUSE AND TERMINATION CONDITIONS

13.1. The supply contract will be terminated by law pursuant to art. 1456 of the Italian Civil Code as a result of the simple written declaration of Silvelox Group S.p.A. that it wishes to make use of this express termination clause, whether the Customer:

13.1.1. Omits or delays due payments.

13.1.2. Delays or fails in receiving the goods according to the terms provided in the previous art. 5

13.1.3. Doesn't respect the confidentiality obligations as provided in the art. 3.4

13.2. The contract is considered terminated by law in the event that the Customer is placed in liquidation or is subjected to any insolvency procedure.

14. CONVENTIONAL WITHDRAWAL

14.1. In case the Customer decreases the warranties previously given or doesn't supply the promised warranties, Silvelox Group S.p.A. shall be authorized to withdraw from the contract.

14.2. The Customer cannot in any case withdraw from the contract, in particular the Consumer Customer cannot exercise this right, as the product supplied are tailor made and/or personalized; all the finished products supplied by Silvelox Group S.p.A. are to be considered tailor made products, being made on commission following the information given by the Customer.

15. APPLICABLE LAW

15.1. All the supply contracts governed by these General Conditions are governed by the Italian law.

16. JURISDICTION

16.1. Except in cases of mandatory jurisdictional competence provided by imperative laws, for any dispute regarding the execution, the interpretation, the validity, the termination of supply contracts between the parties where the action is brought by the Customer, the Silvelox Group S.p.A. jurisdiction is exclusively competent; where the action is brought by Silvelox Group S.p.A. besides the jurisdiction of Silvelox Group S.p.A. itself also any other jurisdiction established by law.

17. CLAUSE PURSUANT TO LEGISLATIVE DECREE 231/2001

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17.1 By signing these General Conditions, the Customer declares that he/she is aware that Silvelox Group S.p.A. has adopted and implements an Organization, Management and Control Model pursuant to Legislative Decree 231/2001 ("Model 231"). The Customer declares that he/she has read and agrees to undertake to comply with the requirements and ethical principles established in the Code of Ethics adopted by Silvelox Group S.p.A., the current version of which can be consulted on the website www.silvelox.it, which establishes the values by which Silvelox Group S.p.A. is inspired in the achievement of its objectives, also in order to reduce the risk of the commission of the crimes established by Legislative Decree 231/2001 and subsequent amendments. Violation of the principles and rules contained in the Code of Ethics will constitute a serious breach of contract.

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