

Molteni Vernici Srl General Sales Conditions for B2B contracts

Art. 1 Definitions

1.1 The word "Seller" refers to Molteni Vernici Srl (Tax Code/VAT number 03089870137) with registered offices in Via dell'Artigianato no. 44 - 22063 - Cantù (CO) represented by the legal representative *pro tempore*, who administrates the website www.moltenivernici.com and sells its products through contracts closed using the electronic tool.

1.2 The words "Purchaser", "Buyer", "Customer", "Professional Customer" and "User" refer to the natural or legal person who, even through a representative authorised to operate on the site to purchase products, runs his/her own business or profession.

Art. 2 General provisions and Nature of the contract

2.1 These General Sales Conditions exclusively regulate the trade relations between the Seller and its "Professional Customers" making up an integral and substantial part of each fixed asset sales contract closed by and with Molteni Vernici Srl. The nature of the contract is the sale of special paints to be considered as aesthetic finishes intended for interior and outdoor design applications.

2.2 These General Sales Conditions apply to all sales made even via the website. The customer is aware and accepts that the website content may not be updated and, for this reason, every purchase is exclusively subject to and regulated by the General Sales Conditions in effect at purchase date and periodically sent to the customer who intended to place an order.

2.3 The parties agree that this contract contains their final intentions, revoking any other previous document or negotiation, so that the interpretation of their intentions exclusively complies with that agreed hereto. They also agree to deem that any amendment to this contract must be in writing and with express indication of the clause and point to be amended, remaining irrelevant any document otherwise drafted.

2.4 The parties, according to compulsory laws, agree to deem that should any provisions in these general sales conditions be declared null or void, this shall not jeopardise the validity and efficacy of the other provisions which will remain fully valid and effective.

2.5 The customer is aware that all the information and images provided on the website are of general nature and made available for the mere information purposes and that the same are not a specific guarantee on products nor a specific quality promise by the Seller.

2.6 The customer is aware that the binding "safety sheets" are exclusively those specifically sent by the seller during the goods purchase/sales procedure since that found on the website is of general nature, merely informative and/or may not be updated.

Art. 3 Contract closure and acceptance of the general sales conditions

3.1 The contract stipulated between Molteni Vernici Srl and the purchaser is considered closed with the acceptance/confirmation, even partial, of the purchase order by the seller. Purchase orders have simple purchase proposal value and do not bind the seller until the purchase order is accepted/confirmed.

3.2 The customer must follow the procedure below to purchase products: a) Contact the seller using the references indicated on the website. b) The seller will send the "Offer" of its product containing the special sales conditions, including the general sales conditions that the customer shall sign and return to the seller at fax no. +39 031.73.42.22 or e-mail address vendite@moltenivernici.com or the once indicated by the seller for the specific hypothesis. c) The customer must read the *privacy* and *disclaimer* terms on the website since the same, after sending the purchase order, are considered known and fully accepted. d) The seller, after accepting the purchase order, shall send the customer an order confirmation e-mail, the purchased product safety sheets will follow when the order is filled.

3.3 The parties agree in deeming that the contract is also closed at the seller's registered offices.

Art. 4 Product information

4.1 It is agreed that any information on products, such as, for example, those concerning weights, dimensions, capacities, resistances, prices, colours and other data found on the website are generic and not binding between the parties.

4.2 The customer is aware and accepts that the final result consequent to product application may vary case by case and this in consideration of the special application conditions, supports and instruments used at the customer's discretion and other variables over which the seller has no direct or indirect control or liability. For this reason, relations with the customer are based on the preliminary sale of a product sample that the customer can test to verify whether the provided results meet his/her expectations.

4.3 The customer, therefore, before final goods use and before purchasing additional product quantities, shall, at his/her own expense, through tests (i.e. resistance tests) and or sample analyses at nationally recognised certification boards, verify the ability to meet his/her needs.

4.4 It is agreed that the customer considers the goods to satisfy his/her needs with the order of other quantities of goods subsequent to the purchase of the same product sample.

4.5 Should the contract expressly refer to technical, safety, quality or other types of regulations and documents, clearly identified in the same, even if not enclosed with the contract, the seller shall be considered aware of them.

4.6 The seller, in observance of sector regulations, is free to create its paints according to the methods it and with specifically designed engineering cycles.

4.7 In the event of sale of a certain quantity, the tolerance is conventionally set at +/- 5% of the product. Rebates are not foreseen in any case.

Art. 5 Availability

5.1 Molteni Vernici Srl guarantees that the accepted order is filled without delays within the limits of that specifically agreed by the parties.

5.2 Products are in limited number; therefore, the ordered product may no longer be fully or partially available after the purchase order is sent. The seller shall inform the customer.

5.3 The seller, should the purchase order exceed the quantity of product in stock, shall inform the customer whether the product can be ordered or what the estimated wait times are to obtain the ordered product quantity. The customer, upon receiving this communication, shall have the right to confirm or cancel the order. Should the order be cancelled due to product unavailability, the seller shall fully reimburse amounts paid by the customer within the indicative term of thirty days.

Art. 6 Delivery and shipping methods, terms and expenses

Unless otherwise agreed, delivery is free carrier - FCA (Molteni Vernici Srl facilities in Via dell'Artigianato no. 44 - 22063 - Cantù (CO - Italy) Incoterms® 2010. The delivery terms indicated in the offer sent to the customer are indicative and not binding since estimating order lead time. Any delivery delays shall not give the right to penalties nor direct and indirect damage compensation nor accrued interest nor contract termination.

Art. 7 Warranties, product conformity, defects and claims

7.1 The warranty provided by the seller is only legal in terms of sales between entrepreneurs/professionals and is valid provided the product is correctly used for its intended purpose and according to that indicated by the seller. The warranty is effective as of the product delivery date as per Incoterms® 2010 rules set by the parties.

7.2 The seller exclusively guarantees that the products meet the indications and specification indicated in the safety sheets sent to the customers.

7.3 Products are considered compliant with the contract if they have the chemical and physical specifications indicated in the safety sheets sent to the customer. It is agreed that any minor differences that are usually accepted in the goods sector in question or according to the practices established by the parties are not conformity defects.

7.4 The customer agrees to promptly test the product after it arrives at its registered offices or any other goods destination site agreed by the parties and, in any case, report any product conformity defect to the seller, thoroughly specifying the nature, within a *mandatory term of fifteen days* from goods receipt at the agreed location, accompanying the claim with the product serial number and purchase invoice number. The parties agree that any communication that does not meet the above methods and schedules may not be considered valid and effective.

7.5 The Parties, in the event of contracts concluded thanks to the work of a commercial agent, agree to derogate to Article 1745 c.c. and therefore all declarations concerning the execution of the contract and complaints relating to contractual breaches must be made exclusively and directly to Molteni Vernici Srl and those made to the agent will not be valid in any way.

7.6 The seller provides product conformity guarantees concerning the consistence of the chemical and physical specifications indicated in the safety sheets sent to the customer and this within and not exceeding the faults and/or defects expressed by the first samples provided and provided they are reported within the terms indicated above.

7.7 Should the product, within the limits expressed by the first supplied samples, have provide conformity defects, the seller may, provided possible without reasonable delay and without causing excessive inconveniences to the customer, at its discretion:

(a) replace the products with compliant products, without any additional charge to the customer, or

(b) reimburse the amount paid by the customer or replace the product with another with the same or superior specifications.

Art. 8 Liability exemption and limits

8.1 All website content is exclusively of general nature and has merely informative purposes and does not provide any conventional warranties, technical opinions or promises of specific qualities and do not bind the seller in any way and, therefore, cannot be claimed against the seller or third parties. The seller, except in the event of gross negligence or wilful misconduct, is not liable for any damages, direct and/or indirect, incidental and/or consequential, pecuniary and non incurred by the customer due to the negligent entrustment and/or improper use of website content.

8.2 The seller, except in the event of gross negligence or wilful misconduct, does not provide any guarantee on the final result consequent to the use of the supplied goods. The customer is aware and accepts that the final result consequent to product application depends on multiple variables not within the supplier's sphere of control and liability. The customer, therefore, should the final result not meet his/her expectations, may not attribute any direct or indirect liability to the seller, nor shall the seller be liable for any damages, direct and indirect, incidental and/or consequential, pecuniary and/or non.

8.3 The parties agree that the customer waives all rights to damage compensation or indemnity as well as any contract or extra-contractual liability attributed to the seller, for direct and indirect damages due to the failure, even partial, to accept the order.

8.4 The parties, except in the event of gross negligence or wilful misconduct, agree in holding Molteni Vernici Srl harmless from damages, direct and indirect, pecuniary and non, losses, lost profits and costs incurred by the customer following failed, partial and/or incorrect product fulfilment and/or faults and/or defects. The seller is not liable for any damages to the customer's business activities. The customer shall only have the right to the full reimbursement of the price paid and any accessory charges incurred to purchase the product.

8.5 The parties agree to hold Molteni Vernici Srl harmless of any delivery delays due to unforeseeable circumstances, force majeure, events not attributable to the seller, including third party events and thus no damage compensation, penalty or indemnities are due in these cases.

8.6 Unless otherwise agreed in writing, it is agreed that the product non conformity solutions indicated in article 7.6 hereto exclude any other non conformity solution.

8.7 The seller, except in the event of gross negligence or wilful misconduct, cannot be held liable for damages to the customer's products or products consisting of the customers' products.

8.8 The parties agree in establishing that, in the event of proven nullity, invalidity or inefficiency of the seller's liability exemption and limitation clauses, any damage compensation due to the customer, due to seller default, shall be limited to an amount not exceeding the price paid by the customer to purchase the product in addition to accessory costs necessary for its purchase.

Art. 9 Copyright, intellectual property and confidentiality obligations

9.1 All content published on website www.moltenivernici.com is covered by copyright. Any use not foreseen by law requires advance written authorisation by Molteni Vernici Srl. Any fraudulent use of this content shall be considered as counterfeit crimes and punished according to Intellectual Property Right laws.

9.2 All information concerning the Know-how and/or brands, patents owned by Molteni Vernici Srl as well as any other trade and business information learnt by the customer during any purchase negotiations and during the execution of the contract must be considered confidential and cannot be directly or indirectly used by the customer unless within the strict limits necessary for correct contract execution, nor may they be disclosed to third parties without prior written authorisation by the seller. **Art. 10 Privacy**

10.1 Personal data is exclusively collected to register the customer and initiate procedures to close and execute the contract with him/her and send the necessary communications. This data is electronically processed according to current pertinent law and may only be disclosed upon the express request by legal authorities or other authorities authorised by law.

10.2 Attention to the customer's data security and confidentiality is a priority for the seller. The information provided is considered strictly confidential and the seller agrees not to disclose or sell the information in its possession to external companies for promotional purposes.

10.3 The customer, by signing these general sales conditions, states s/he was informed of all the elements required by sector regulations as well as to have read the complete privacy information sheet on the website and relevant section and thus consents to the processing of his/her personal and corporate data according to law and disclosure to third parties whose assistance may be required.

Art. 11 Jurisdiction

Any and all disputes concerning the interpretation, execution of this contract, the termination, damage compensation and any other dispute concerning and/or associated with the contract relation shall be exclusively submitted to the Italian court of law in Milan with the express exclusion of any other jurisdiction. The seller reserves the right to select the customer's jurisdiction.

Art. 12 Applicable law

12.1 This contract is exclusively regulated by Italian domestic law.

12.2 The Italian Civil Code applies for anything not expressly regulated by these general sales conditions.

12.3 The parties, in the event of "international sale", agree to expressly waive the application of the Vienna Agreement (CISG 1980) and the contract shall be exclusively regulated by Italian domestic law.

Date, ____/____/____

The Customer

Signature and Stamp for acceptance

Specific approval as per articles 1341, paragraph II and 1342 of the Italian Civil Code.

The customer states to have fully and carefully read and expressly approved the following general sales condition clauses: Art. 6) *Delivery and shipping methods, terms and expenses*; Art. 7) *Guarantees, product conformity, faults and claims*; Art. 8) *Liability exemption and limits*; 11) *Jurisdiction*; 12) *Applicable law*.

Date, ____/____/____

The Customer

Signature and Stamp for approval