

## GENERAL CONDITIONS OF SALE

The following terms and conditions are an integral part of the offer and order confirmation

### 1) Subject of the contract

The contract concerns the sale of sun protectors in general. The purchaser can view the reference samples of the products he/she wishes to buy at Abba srl's premises.

### 2) Prices and contractual obligations

All unit prices exclude VAT. Unless otherwise stated, offers are valid for 60 days. Orders shall be binding only when the purchaser has confirmed the order in writing and Abba srl has accepted it.

Any change in dimensions, finishes, applications, fixing accessories, varnishing colour or special accessories might lead to a change in the product prices.

Abba srl reserves the right to check that the requirements of the order underwritten by the purchaser match the production details listed by the Technical department; in case of increases in the number of elements or construction dimensions greater than 1% compared with the provisions of the order, or in case of reductions in the dimensions (width and height) or in number exceeding 10%, the contract prices shall be updated in compliance with the price lists in force at the time and the purchaser shall be informed about the variations in the amount.

If the reduction in the order exceeds 30%, Abba srl shall be entitled to receive from the purchaser 25% of the amount of the works not carried out - also by way of penalty. If the performance of the order requires over 6 months from the date when it was placed, that is if the delivery date exceeds the price validity term, Abba srl shall have the right to increase the price of the order.

### 3) Compliance with the project dimensions

The purchaser is responsible for the dimensions stated in the project drawings supplied by him to be correct (if a drawing is supplied), with a tolerance of +/- 5mm. In case of dimensions of finished rooms supplied by the purchaser, he/she is responsible for the correctness of the dimensions stated with a tolerance of +/- 2mm, unless otherwise agreed in writing with Abba srl. If the above tolerance limits are exceeded, the costs of any modifications shall be charged to the purchaser. If Abba srl carries out the dimension survey on site, the purchaser must not alter said dimensions. In any case Abba srl reserves the right to adopt measures on site to make the real and project dimensions match (correction of wall bulging, out of plumbness or other irregularities), it being understood that, in this case too, the cost of these measures must not be considered as included in the unit prices as per paragraph (2) and will be charged to the purchaser.

### 4) Colour selection

For metal blinds, louvers and fabric curtains, the colour of the slats and the fabric will be selected from the swatch book supplied by Abba srl. As to the parts in extruded aluminium and metal sheets, the colour shall be chosen on the basis of the standard RAL colours specified in the offer. The choice of a special colour will attract a surcharge. For later orders or maintenance, Abba srl cannot guarantee colours will match or will be available from stock. Small differences in shades, glossiness or colour between the approved samples must be tolerated by the purchaser that undertakes to accept the supply. The fabric with directional weave might show differences in appearance due to the optimization of waste. Fabric folds and hems cannot be technically avoided and are not to be considered as faults. Joining or stitching to increase the size of the fabric is riskier for the formation of folds. Because of the edging, cutting and welding processes, assembly and testing, slight imperfections in the finishes of the products are possible and must be tolerated. In any case, any imperfections that are not visible at 3 meters must be accepted.

### 5) Delivery dates

Delivery dates shall always be indicative and never essential, therefore any delays will not cause liability on Abba srl's part or the termination of the contract. Without prejudice to the above, the terms will apply from the date when Abba srl receives written approval of the working dimensions, designs and colours (date of approval of the final sample in case of special colours).

Any delays in the delivery due to force majeure, strikes, equipment failure or difficulties in sourcing materials, do not entitle the purchaser to any compensation or cancellation of the order. No fines are accepted due to delayed delivery.

### 6) Shipping, storing on site, handling and distribution of the materials

For the supply of products, delivery and transport shall be agreed during the contract definition phase. The purchaser must check the goods on their arrival and notify the carrier about any missing parcels or damages to the packaging. No claims shall be accepted if they have not been highlighted in the transport document. The purchaser is responsible for any damage or loss from the moment he/she receives the goods. No claim for damages to goods without the original packaging will be accepted. The purchaser can check the goods at Abba srl's premises before shipping; in this case an inspection report will be drawn up, underwritten by both Abba srl's quality manager and the purchaser's representative, stating the suitability of the products about to be shipped. Unloading of the materials on site, horizontal handling and lifting to the floors is the purchaser's responsibility. As to storing the materials on site, the purchaser must make available a closed, dry, adequately ventilated and lockable room. In the event of large sites, the purchaser must make available for Abba srl an area, serviced by lifting equipment, for the positioning of a container where materials will be stored. In no case should parts of the louvers or curtains be covered with adhesive tape before, during or after installation. Abba srl is not liable for any damages caused to paints, fabrics, drives or mechanisms due to condensation, mold, ice, snow, soiling or overheating or for damages caused by prolonged storage on site or in an unsuitable place.

### 7) Costs for site cleaning and advertising

In the absence of specific written agreements, the costs for site cleaning are the purchaser's full responsibility.

The purchaser also accepts that Abba srl can use images of the works to advertise or publicise its products.

### 8) Assembly

In case of supply only, the assembly of the products by the purchaser must rigorously follow the instructions given when the materials were delivered. Abba srl prescribes the assembly is carried out by qualified personnel who, on request, can be adequately trained by Abba srl about the procedures to comply with in installing the products. The purchaser is also responsible for checking his/her staff are qualified and have the installation instructions before starting the assembly of the materials. If the assembly is carried out by Abba srl's personnel, it must take place in one or maximum two phases. The assembly carried out in multiple stages, for reasons due to the purchaser or the site, might lead to an increase in costs that will be debited.

The following will be charged to the purchaser:

- all building works necessary for the installation of the materials
  - the provision of threaded connections on metal cladding
  - the protection and covering of floors
  - any plastering, filling of cracks, sealing of joints, painting and touching up after the assembly
  - the dismantling and following re-assembly of glasses to access external niches
  - the electrical connections to drives, supply cables, fuses, junction boxes and connectors plugged into the motor cables. All electrical works must be carried out in compliance with the Law and it must be possible to disconnect the supply electrical motors at any time without having to access the junction boxes. In case of motors with built-in remote control and if it is necessary to use fixed or mobile scaffolding to access the motors, the electrical system must be provided with a switch for each motor so that the supply to the individual motors can be cut for adjustment and maintenance.
  - the installation and maintenance for the whole duration of the works of fixed scaffolding to access the assembly areas, or mobile scaffolding, aerial platforms or rolling towers, in compliance with the regulations in force
  - the disposal of any waste materials to public landfills
  - any extra costs due to downtime in the assembly for reasons beyond Abba srl's control
  - the cost for the presence of Abba srl's staff on commissioning the centralized control system of the blinds or louvers.
- The electrical centralized control systems of blinds and louvers can be commissioned only in the presence of Abba srl's personnel, regardless of

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whether the electronic or electromechanical control devices have been supplied by Abba srl. Any claims for damages caused during installation shall be taken into consideration only if submitted with a report underwritten by Abba srl's staff. When the assembly is completed, the purchaser shall carry out a check in the presence of Abba srl's personnel and then underwrite a test report, stating the correct assembly and operation of the blinds or louvers as well as any notes or requests for modifications deemed necessary. Once the test report is signed, the materials installed become the purchaser's responsibility and Abba srl shall have no other obligation but the warranty. For large sites, the test report can also be drawn up in supply lots. If the purchaser writes some reservations in the test report, a suitable date for Abba srl to eliminate or solve them shall be agreed. If the purchaser does not underwrite the test report, the works will be considered as accepted 7 days after receipt of Abba srl's written communication that installation has been completed. In any case, the purchaser cannot refuse the handover of the works, even if he/she has expressed reservations in the test report.

## 9) Invoicing

Invoicing shall take place as per the contract agreement. Any requests for the application of VAT reduced rates must be submitted when the order is placed. If, according to the contract, invoicing and payment are agreed to take place when the goods have been assembled but assembly cannot take place within the stipulated timeframe for reasons beyond Abba srl's control, on the expiry date provided for by the contract Abba srl shall have the right to invoice 80% of the order (once any deposits have been deducted).

**10) Payments** Payments shall comply with the contractual agreement. If payment is delayed, interest shall be added to the unpaid amount at a rate no lower than 4% above the annual base rate. Any issues raised by the purchaser will not be a sufficient reason to suspend or delay payments.

## 11) Warranty

The warranty is valid for two years. The warranty covers products, motors and controls (if supplied). No deductions of payment are accepted as security.

The costs for any disassembly, transport from and to Abba srl's premises and re-assembly of the materials shall be charged to the purchaser. Alternatively, the purchaser can request Abba srl's intervention in the place where the products have been installed. The responsibility for guaranteeing access to the blinds and louvers on which the work under warranty must be carried out lies with the purchaser.

Abba srl shall be entitled to be paid for the travel costs of its staff plus a supplement for the inconvenience of carrying out the work "on site", equal to 2 hours' work for each element inspected or repaired. If, when the work has been completed, it is apparent that Abba srl was not liable, the purchaser shall be invoiced for the whole labour cost. Any components replaced during the warranty remain the property of Abba srl. The warranty on the replaced parts expires at the same time as the product warranty. Any work carried out under warranty does not justify any request for an extension of that same warranty.

The warranty provided does not cover:

- damages caused by the purchaser's incorrect assembly
- damages caused by extreme working conditions such as: highly polluting or corrosive atmospheres, places with temperatures exceeding 55°C, excessively dusty environments, seaside locations at less than 1 km from the waves, locations less than 1 km from thermoelectric power plants, chemical and petrochemical plants or waste-to-energy plants
- damages caused by the improper use of the product or lack of maintenance (as stated in Abba srl's manuals)
- damages caused by particularly intense atmospheric events such as violent storms, tornadoes, hail, lightning, etc.
- damages caused by handling in case of ice or obstructions
- fading of special colours or anyway the normal discoloration of standard colours, lower than a value of 2 E
- slight damages due to wear and tear and the age of the product
- replacement of components subject to normal wear and tear
- damages caused by cleaning
- damages caused by wind to slat metal blinds and manually operated fabric curtains. In case of motorized blinds, the damages caused by the

wind are not covered by warranty if the control system is not fitted with an anemometer and is not made by Abba srl

- damages to drives caused by incorrect electrical connections, supply with incorrect voltages or use of components of the centralization system not approved by Abba srl

- damages to drives and electronic control modules (if supplied) due to installation in unsuitable places (non-watertight or too hot or cold or allowing the formation of condensation) and the lack of devices suitable to prevent the effect of mains overvoltages.

## 12) Survey and service requests

Any service and survey requests for work not covered by the warranty or for reasons due to events outside Abba srl's responsibility shall be invoiced at the rates applied to works on a time and materials basis.

## 13) Retention of title

The title to the goods will remain with Abba srl till the price is paid in full. In the meantime the purchaser will be the keeper of the goods and responsible for all the risks and consequences deriving from faults, loss of the goods due to theft or fire, accident or force majeure. The purchaser letting the goods be seized or confiscated at the request of third-party creditors, without stating Abba srl's ownership and without notifying Abba srl immediately will be cause for terminating the contract. In this case the amounts already paid shall remain with Abba srl by way of compensation, without prejudice to the right to take legal proceedings for any further damages. Pursuant to art. 1526 of the Civil Code, the contract shall also be considered as terminated in case of the purchaser's non-payment of the balance, 30 days after the expiry date. In this case too, any payment paid by the purchaser shall remain with Abba srl by way of compensation.

## 14) Competent Court

Any dispute regarding the execution, interpretation or termination of this contract shall be the exclusive competence of the Treviso Court.

The purchaser's stamp and signature

## SPECIFIC APPROVAL OF CLAUSES

Pursuant to articles 1341 and 1342 of the Civil Code, after reading the clauses of this contract, the purchaser declares that he/she forgoes each and every exception and expressly approves of the following provisions:

- 1) subject of the contract;
- 2) prices and contractual obligations;
- 3) compliance with the project dimensions;
- 4) colour selection;
- 5) delivery dates;
- 6) shipping, storing on site, handling and distribution of the materials;
- 7) costs for site cleaning and advertising;
- 8) assembly;
- 9) invoicing;
- 10) payments;
- 11) warranty;
- 12) survey and service requests;
- 13) retention of title;
- 14) competent Court.

The purchaser's stamp and signature

( 01.07.2011)