

## GENERAL TERMS OF SALES

*The present general terms are also available in other languages upon simple request. In case of discrepancy between the English original version and a translation thereof, the English version shall prevail.*

### 1. Identity of the seller

For the application of these general terms, for any given sale, the term “seller” refers to the company OMNI DECOR S.R.L. which provides the buyer with the order confirmation and the invoice for the products ordered or the services requested, considering that the seller may provide from time to time technical advice to the buyer as requested by the buyer and that logistic and administrative services regarding the processing of any order may be carried out by consultants on behalf of the seller.

### 2. Content and interpretation of the contract

All orders, order confirmations, sales contracts, services and, to the extent relevant, all price offers and quotations are subject to these general terms. No modification, derogation or addition by the buyer to these general terms of the seller can be considered contractually valid without prior express and written acceptance of the seller. Catalogues and/or price lists sent out by OMNI DECOR S.R.L. are exclusively intended to inform, and do not constitute an offer, unless otherwise expressly stipulated in writing by the seller.

### 3. Formation of the contract

The contract is formed by the acceptance by the seller (order confirmation) of the order from the buyer. The parties agree that the above acceptance by the seller may be validly communicated to the buyer by electronic means. Negotiation of the general terms is only possible before the buyer’s order is accepted by the seller and may result in change to any price earlier provided to the buyer.

### 4. Delivery terms

Any delivery dates or time specified for delivery is given as an indication only and shall not constitute a contractual obligation, unless otherwise expressly agreed in writing by the seller. Failure to comply with such delivery time shall not give rise to any right to claim any loss or damage unless such failure is a result of wilful misconduct or gross negligence on the part of the seller. “ In case of the occurrence of a force majeure event, the seller may upon prior notification to the buyer immediately suspend deliveries without any compensation whatsoever to the buyer, even if an estimated delivery time was initially confirmed in writing by the seller. Delivery time may be extended if and for so long as the buyer is delayed in the performance of any obligation to seller. On arrival of the products at the place of delivery, the buyer will provide at the specified delivery time (of which the seller has given the buyer reasonable notice) unloading facilities and unload the products promptly. Any assistance given by the seller or its sub-contractor

in respect of any unloading is entirely at buyer's risk. Failure from the buyer to take prompt delivery shall entitle the seller to recover any and all costs and expenses as a result thereof and either cancel all or part of the sale, or have the products deposited with a third party of its own choice. In case of delivery EXW, any assistance given by the seller or its sub-contractor in respect of any loading is entirely at buyer's risk. If the seller delivers to the buyer a quantity of products up to 5% percent less than the quantity ordered by the buyer, the buyer shall not be entitled to reject the products delivered by reason of the shortfall. The seller shall deliver the missing quantities as soon as possible following the buyer's written notification of the shortfall. As from delivery of the products, the buyer is fully and exclusively liable for the products, including without limitation in relation to compliance with standards imposed by the law on environmental protection, packaging and packaging materials. When pallets and stillages are the property of the seller and returnable, they must be returned to the seller in accordance with the seller's collection instruction. Any re-use of such equipment by the buyer is not permitted and as a consequence is made entirely at the buyer's own risk.

#### **5. Approval and reception of the products**

The approval and/or reception of the products is presumed to be unconditional if no written complaint is made to the seller within five working days of delivery and confirmed by registered letter within five working days from the delivery date. Hidden defects shall immediately be notified by registered letter to the registered offices of the seller as soon as they are discovered. The buyer will lose its right to claim for the relevant defect upon any breach of the provisions of this article 5 or the provisions on apparent/hidden defects.

#### **6. Warranty – standards and liability claims**

The seller warrants to the buyer that the products shall conform to appropriate product and industry standards as approved or defined by the European Committee for Standardisation. All terms, conditions and warranties, other than those expressly set out in these general terms and in the seller's particular terms of sale (the "contract") or in any specific written warranty issued by the seller or as otherwise specifically agreed in writing by the seller, are excluded. The seller reserves the right to modify the characteristics and presentation of its products and to stop manufacturing any product at any time. Samples of products are provided exclusively for information and entail no commitment from the seller, unless otherwise explicitly stipulated in writing by the seller. Optical, dimensional or other physical properties and colour of products are subject to the seller's manufacturing specifications, tolerances and/or standards, details of which are available on request. The colour of products may reasonably differ and vary from one production lot to another. The colour of products must be inspected by the buyer in open air and before installation. Any liability of the seller is excluded in the event of implementation, in any way, use, handling, cutting or alteration of the products by the buyer or a third party, save in respect of hidden defects that could not have been discovered prior to the above events. The buyer shall be responsible for the correct

implementation, in any way, use, storage, transport, handling, cutting or alteration of the products as laid down or referred to in the seller's current technical literature on the products, recognized industry standards and "state of the art" rules. The buyer is responsible for requesting the most recent edition of the product literature as well as the seller's opinion when it envisages using the product in a different way from that which is recommended by the seller. As the duration of use of a product depends, to a large extent, on the conditions of usage and on the use by the buyer. Upon request from the buyer, the seller shall do its best efforts to provide the buyer with specific advice.

#### **7. Retention of title of ownership**

The products delivered remain the exclusive and unalienable property of the seller until full and unconditional payment of the price and accessory costs. Until full payment, the seller maintains the right to recover the products.

From the time of delivery, the buyer shall see that the products remain easily identifiable up to the full, unconditional payment of the price. The buyer shall bear all risks including without limitation in case of total or partial loss or deterioration of the products. The buyer shall not transfer title to the products to any third party up to the full, unconditional payment of the price. If the validity of this clause of retention of title of ownership is subject to legal forms in the country of the buyer or to particular preliminary conditions, the buyer shall so inform the seller and shall meet those conditions.

#### **8. Price and terms of payment**

Prices are understood not to include duties or taxes of any kind. Unless otherwise agreed in writing by the seller, invoices are payable within 10 days from date of invoice to an account indicated by the seller, all duties, taxes and banking or currency exchange costs of any kind being borne by the buyer.

#### **9. Confidentiality obligation**

The buyer undertakes not to disclose to third parties (with the exception of its own sales representatives and/or agents) the existence, the content and the conditions pertaining to the sales contracts already finalised or to be finalised with the seller and it also undertakes to use the information and the data acquired solely for the purposes of finalising the contract, unless it obtained the prior express written consent from the seller to use such information or data for specified other purposes. The afore-mentioned commitment pertains to all the scientific and technical information related to the products sold under these general terms, as well as the commercial and financial information, in whatever form such information is provided. Only information which is in the public domain at the time of its disclosure is excluded from this confidentiality obligation. The buyer shall be held liable towards the seller for any and all breaches, on its part and/or on the part of its sales representatives or agents, of the confidentiality provisions and other provisions contained in these general terms.

## 10. Privacy

The Parties shall comply with their respective obligations under Applicable Data Protection Laws (i.e. the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("General Data Protection Regulation" or "GDPR"), and any corresponding or equivalent national laws or regulations, any judicial or administrative interpretation of any of the above, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any regulatory authority). Parties further acknowledge that in relation to the data processing as required for the execution of the contract, they each act as a data controller within the meaning of Applicable Data Protection Laws and, as such, they are each responsible for their processing activities hereunder. In the event that any of the services involve the processing of personal data by the seller on behalf of and upon the instructions of the buyer, the seller shall act as data processor and the buyer as data controller and a data processing agreement shall be concluded in compliance with Applicable Data Protection Laws.

## 11. Applicable law - Jurisdiction clause

The contract is governed by the law of the jurisdiction in which the seller's registered office is located. The United Nations Convention On Contracts For The International Sale Of Goods (1980) shall not be applicable to these general terms of sale nor to the sale contracts concluded on the basis of these terms. In the event of a dispute, except in case of urgency, the buyer and the seller shall seek an amicable solution before submitting their differences to the court. Subject to mandatory laws, the court of the legal district where the seller's registered office is located shall have sole jurisdiction to decide on any dispute save when the buyer is established in another country than the sellers' country in which case the seller shall have the right to bring the dispute before the court of the buyer's registered office.

## 12. Miscellaneous

To the extent permitted by applicable law, if any of the clauses of these general terms should be declared void or not applicable, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the parties and all the other clauses shall nevertheless remain applicable, valid and enforceable. Unless expressly agreed otherwise in writing by the seller, any contract or order may be assigned by the seller to any other company belonging to the OMNI DECOR S.R.L. or the seller may subcontract the manufacture and/or supply of the products to any third party.