

GENERAL CONDITIONS OF SALE

These general conditions:

(a) apply to all offers, estimates, sales, supplies, deliveries, as well as all measures and operations relating to or resulting from them taken or carried out by Nstone S.r.l. (hereinafter referred to as "Nstone" or the "seller"), submitted and/or entered into with its distributors and/or dealers and/or in any event professional subjects purchasing Nstone products, not as final customers, but as part of their sales or business activities (hereinafter referred to as the "buyer");

(b) all buyers are deemed to be familiar with them and they form an integral part of the order;

(c) they cancel, and in any event, take precedence over any other conflicting clause printed and/or hand-written on orders, requests for offers or in the buyer's correspondence.

1 OFFER AND ACCEPTANCE

1.1 No offer made by Nstone shall be treated as binding.

1.2 An order which is sent by the buyer to the seller in written form (also by e-mail or other electronic means) shall become binding on Nstone solely and exclusively when the company sends the buyer its Sales Order. The buyer shall counter check and confirm it within 2 days. If no confirmation or variation is communicated, Nstone will consider the Sales order correct and accepted in all its parts and will proceed to production.

1.3 The supply shall include the materials and quantities of merchandise specified in Nstone Sales order, which shall constitute the only document of reference when checking prices and quantities and shall have precedence over the offer and/or customer's order.

1.4 No request from the buyer for either cancellation or modification will be accepted by Nstone once a period exceeding 3 days has elapsed from the date on which the Sales order was issued, at which time it becomes irrevocable.

1.5 If a delivery is immediately made with no previous order confirmation, the related invoice will involve the confirmation of order itself.

1.6 Additional quantities and/or modifications to existing orders, shall be considered a new orders.

2 PRICES

2.1 The prices applying to Nstone products are those indicated in the order confirmation.

2.2 The supply is in EUR currency

3 PACKAGING AND DELIVERY OF MATERIAL

3.1 Standard packaging is not included in the sale price.

3.2 Cement tiles are packed in europallets or wooden crates for container transportation, treated according to ISPM-15/IT-05-061- HT-FITOK Standards. The price of packaging other than the standard version shall be quantified when the order is placed.

3.3. Nstone packaging is not guaranteed in any way to provide the merchandise and products with waterproof protection.

4 MINIMUM QUANTITIES FOR EACH ORDER

4.1 All tiles and slabs are sold either by the sqm or by the piece.

5 DELIVERY CONDITIONS

5.1 Dates for delivery are not peremptory, unless otherwise agreed in writing.

5.2 Delays do not therefore entitle the parties to make demands for damages or termination of the contract, even partially. The delivery date shall be taken to be that on which the delivery note is issued, or that on which the customer is notified that the goods are ready for delivery.

5.3 Should force majeure prevent the seller from performing the contract, it may, at its discretion, without seeking the intervention of judicial authorities, either suspend execution until such time that the circumstances giving rise to the force majeure have ceased, or terminate the contract either in whole or in part, without seeking the intervention of judicial authorities and without being liable for damages. 5.4 Force majeure is taken to cover any circumstances beyond the seller's control which permanently or temporarily prevent the execution of the contract, such as war or threat of war, uprising, partial or general mobilization, industrial strike, lack of raw materials, interruption in supply of goods by subcontractors, unforeseen events that affect the business, transportation difficulties, import or export re-strictions, frost, fire, epidemic, natural or other disaster and other unforeseen restrictions that render the manufacturing or transportation of the goods either partially or totally impossible. The provisions of this article also apply when the aforementioned circumstances relate to factories, suppliers or other traders from whom the seller purchases goods or acquires services.

5.5 The Nstone company shall not be held liable any longer once the goods are handed over to the carrier (against whom the buyer must direct any complaints it may have). Shipment, either by sea or road, of supplies abroad must satisfy the conditions established as each case arises, set out in Inco- terms approved by the International Chamber of Commerce in 2000 and subsequent versions thereof.

6 PAYMENT CONDITIONS

6.1 Nstone supplies must be paid for in full adopting the methods described in the order confirmation and/or in the invoice.

6.2 The terms contained in the order confirmation and/or in the sale invoices must be treated as peremptory and exceptions thereto shall only be permitted if a prior written agreement has been reached with the seller.

6.3 The Nstone company is entitled to demand, at its absolute discretion, total payment in cash in advance when the order is made.

7 DEFAULT OR DELAYED PAYMENT

7.1 Once the payment date has fallen due, the buyer, if in breach of settlement, shall be considered automatically in default.

7.2 Delayed payment, even partial, of invoices issued by Nstone shall therefore immediately give rise to liability for default interest at the official reference rate increased by seven points and shall entitle Nstone to charge any out-of-court legal expenses it has incurred in order to recover the amount outstanding. 7.3 In the event of a delay on the part of the buyer or in the event that the seller has reason to fear that the buyer will breach its payment obligations, the seller may, without entitling the buyer to demand damages, without prejudice to any further rights or actions: (a) demand payment in advance or a guarantee; (b) refuse to process any other orders currently underway with the buyer; (c) suspend or revoke, either in whole or in part, the execution of all supply contracts currently underway with the buyer or those connected with it, preceding or following it; (d) revoke any favorable payment terms agreed upon, extending this to other contracts, thereby being entitled to demand immediately all sums currently owed by the buyer; (e) suspend all obligations imposed upon it by any other contracts entered into with the buyer.

8 WARRANTIES AND SPECIAL CHARACTERISTICS OF MATERIAL

8.1 Nstone warrants that its material conforms to the physical, chemical, mechanical and dimensional standards indicated in this catalogue/order, expressly specifying that the colour tones of all the products presented in the sample collections may undergo slight variations within production tolerance limits, and in particular in relation to Decor Collections dimensional and chromatic variation is intrinsic of this production process which involves a number of manual steps and is a distinctive feature of the product. With regards to CUSTOM PRODUCTS Nstone warrants that any special mix has been produced according to the buyer instructions. The SAMPLE prototypes are produced by hand, which need to be referred to as indicative and non-binding for the final supply. In the event of order, the production will be made through industrial plant with which it is not possible to guarantee no variations in terms of colour tones or aggregates dimensions, which may undergo slight variations within production tolerance limits. The customer declares that it is aware of and expressly accepts the characteristics of the product described, waiving the right to contest them in any way.

8.2 The customer declares that it is aware of and expressly accepts the characteristics of the Nstone product described, waiving the right to contest them in any way.

9 COMPLAINTS

9.1. Complaints mean any protests made by the buyer that refer to the quality of the goods or items supplied. When the goods are received, the buyer must check them or have them checked to ensure that they conform to contractual specifications.

9.2 The buyer may not claim that the goods supplied do not conform to the specifications contained in the order if it has failed to check the products in the manner described or has failed to notify the seller of the defect within the terms indicated in point 9.3 below.

9.3 The buyer must report defects in writing to the seller within and not beyond a period of 8 days from receipt of the goods, upon pain of forfeiture. In any event, the right to take action to enforce these rights shall, without prejudice to the term of 8 days, become statutebarred one year after delivery of the goods.

9.4 Complaints must be submitted in writing, giving the data contained in the order confirmation, the pack identification numbers and the invoice and bill of lading numbers.

9.5 If a complaint is made, the buyer must ensure that the contested goods are made available to technicians and experts sent by the seller.

9.6 In the event that a complaint is submitted in time and proves to be founded following checks carried out by Nstone technicians, unless differently evaluated and decided by the seller at its own incontestable discretion, the company shall only be liable for replacing the non-conforming goods, without entitling the buyer to demand the rescission of the contract or the reduction of the sale price and/or damages and the reimbursement of costs incurred of any kind.

10 CONDITIONS APPLYING TO RETURN OF GOODS

10.1 The goods supplied may not be returned, even partially, unless prior written authorization has been given by Nstone.

10.2 In order to return goods, the company Nstone must receive a written request from the buyer within eight days from receipt of the material. Requests received beyond that period will not be taken into consideration.

10.3 A request to return goods must reach the company Nstone before the goods are installed, otherwise it will not be accepted.

10.4 Goods returned due to errors on the part of the customer (colour and/or quantity) or late variations to the order will not be accepted.

10.5 The return of goods without Nstone's prior authorization using the goods return authorization form will not be accepted.

10.6 The goods must be returned in their original packaging, completely intact, loaded on pallets if necessary, and protected from damp.

10.7 If the returned goods reach the Nstone warehouse in a damaged state, they will not be accepted.

10.8 The packaging must enclose a copy of the authorization form with the final date for the goods to be returned clearly marked, as well as the buyer's transportation document which indicates, clearly and legibly, the quantity and description of the goods returned.

10.9 Nstone reserves the right to charge any costs whenever, after the materials have been checked at its factory premises, the request for their return proves to be unfounded.

11 LIABILITY STEMMING FROM SUPPLIES

11.1 The seller shall never be held liable for consequential damages, including loss of profits, actual damage, loss of income and down time.

11.2 The limitations to liability described above do not apply in the event of fraud or serious fault on the part of the seller.

11.3 The buyer holds the seller harmless against any claims that may be put forward by third parties, including the seller's or buyer's employees, relating to the goods supplied.

12 RESPONSIBILITIES CONCERNING THE LAYING OF MATERIALS

12.1 Nstone does not in any way supply the service of laying the tiles/slabs along with the supply of the material.

12.2 Nstone therefore declines all responsibility for defects and/or flaws that may be attributed to laying operations. The company does not therefore accept complaints or demands for compensation of damage stemming from defects and/or difficulties caused during laying operations that prejudice the use of the material supplied, if the physical, chemical, mechanical and dimensional characteristics of the said material conform to the standards established when it was ordered and supplied.

13 APPLICABLE LAW - JURISDICTION AND COMPETENT AUTHORITIES

13.1 Any dispute stemming from these General Conditions and/or orders placed on the basis thereof shall be regulated, in so far as not covered by these conditions of sale, exclusively by the Italian laws.

13.2 As an exception to any legal or customary criterion, exclusive jurisdiction is also given to the courts of Padua (Italy).