

GENERAL CONDITIONS OF SALE AND WARRANTY

1. GENERAL

1.1 These general conditions of sale (the "General Conditions") of Abet Laminati S.p.A., with registered office in Viale Industria n. 21, 12042 - Bra (CN) (Italy), tax code and VAT number 00664920048 ("Abet") apply to all sales of Abet products (the "Products") to any customer of Abet (the "Customer" and, collectively, the "Customers")

1.2 These General Conditions apply to all Offers, Purchase Orders and Order Confirmations (as defined below), and to any document, agreement, contract signed by Abet and a Customer for the sale and / or delivery of products. These General Conditions prevail in any case with respect to any general conditions of purchase of the Customer, regardless of whether the Customer has transmitted his Purchase Order on the basis of the terms contained in their own conditions.

2. OFFERS, PURCHASE ORDER AND ORDER CONFIRMATION

2.1 Unless otherwise stated in writing by Abet, all offers for the Products (including quotes, brochures and price lists) prepared by Abet in any form (the "Offers") will not be binding for Abet and will simply be invitations to comparisons with the Customer to present a purchase order for the relative Products (the "Purchase Orders"). All the Offers issued by Abet will be revocable and modifiable without notice until the receipt of a binding Purchase Order as indicated in Art. 2.3.

2.2 Customers must send purchase orders to Abet in writing, which must contain all the information necessary for the correct identification of specific Products that the Customer intends to order.

2.3 Purchase Orders will be considered binding for Abet only once Abet has confirmed it in writing with an order confirmation (the "Order Confirmation"). Abet will have the right to refuse a Purchase Order without indicating the reason. The Order Confirmations are subject to the acceptance of these General Conditions by the Customer.

3. DELIVERY OF PRODUCTS AND TRANSFER OF RISK

3.1 Unless otherwise stated in the Order Confirmation, the terms of delivery for the delivery of the Products shall be understood as "Free Carrier establishment Abet" Incoterms 2010 (FCA), and the risk of loss or damage to the Products will be transferred to the Customer at the time which the Products will be delivered to the carrier.

3.2 Abet will be held to deliver the Products only after an Order Confirmation has been sent. Abet will inform the Customer once the Products are ready for collection, either directly by the Customer or through a carrier appointed by him, at the Abet factory on the date specified by Abet. Any other delivery term contained in an Offer will not be binding on Abet, which may subsequently confirm or modify it according to its production needs, without prejudice to the provisions of the following Art. 3.3.

3.3 The Customer will have the right to revoke the Purchase Order and to refuse delivery of the Products only if the delay in delivery times exceeds 60 (sixty) days from the date indicated in the Order confirmation, without the right to obtain any compensation or indemnity outside the reimbursement of any advances paid.

3.4 Abet will have the right to deliver the quantities of Products ordered with a tolerance of + or - 5% and with a percentage of second choice material (as defined by Abet practice) that cannot exceed 10%.

4. CANCELLATION - PENALTY

4.1 Orders accepted with an Order Confirmation will be binding for the Client and the Customer will not be able to change or cancel such Purchase Orders, unless such modification has been accepted in writing by Abet.

4.2 If Abet accepts in writing the cancellation of a Purchase Order outside the case referred to in Art. 3.3, the Customer will be required to pay to Abet, as a penalty pursuant to art. 1382 of the Italian Civil Code, an amount equal to 20% (twenty percent) of the price of the Products.

5. PRICES - PAYMENT TERMS

5.1 Only the prices and the confirmed terms of payment from Abet in the relative Confirmation of Order will be binding regarding Abet. Unless otherwise specified in the Confirmation of Order, the packing of Products is not included in the prices of Products and will need to be debited to the Customer separately to the price indicated in the same Confirmation of Order.

5.2 All the prices are indicated net and they do not include administrative taxes, taxes, burdens, withdrawals of money or other burdens and, unless otherwise indicated, shipping costs and management, transport and assurance.

5.3 Abet will invoice Products based on the surface area and to the amount indicated in the relative Confirmation of Order.

5.4 If not various indicated in the Confirmation of Order and/or invoice the payments must be carried out:

- 50% to the Confirmation of Order
- 50% at the notice of goods ready.

5.5 Default interest will be applied on the overdue invoices, they will be calculated according to Legislative Decree n. 231 on October 9, 2002 and to European Directive 2011/7/UE, based on regulations published on the Official Gazette from year to year.

5.6 In addition to all the other rights and remedies available based on actual General Conditions or previewed from the applicable law, any delay in the payments or lack of payment by the Customer, will immediately give Abet the right to suspend the delivery of ordered Products and eventually any further order under execution.

6. GUARANTEE ON PRODUCTS

6.1 The conformity of Products to the relative Confirmation of Order will have to be estimated on the base of the condition and the quality of Products at the moment of the indicated delivery as to Art. 3.1.

6.2 Abet guarantees for 12 (twelve) months from the delivery date the Customer that Products will be without defects, in compliance with the Product Information Sheet, and unless otherwise indicated in the relative Confirmation of Order. No other compliance guarantees are provided. In case of orders requiring processing on the finished product, unless otherwise agreed with the customer, the dimensional tolerances present on the document "Dimensional Tolerances" downloadable from the Abet website <http://abetlaminati.com/documents/> can be considered valid.

6.3 The validity of this guarantee is conditioned to the integral respect, by the Customer, of the instructions of storage, conservation, installation and uses of Products of which to the called document "General recommendations for thin and compact laminate" attached to the Confirmation of Order and described in the Abet website.

6.4 Except for the guarantee previewed in this Article 6, Abet does not offer other guarantees (express or implicitly previewed from the law) in relation to Products, including (a) any guarantee on the merchantability, or (b) any guarantee on the suitability to a specific scope.

6.5 The Customer is responsible for the verification of delivered Products. The Customer must inform Abet in writing with respect to the discovery of eventual defects in Products within and not beyond 8 (eight) days from their discovery, otherwise debarre from the right to assert such defects to the aims of the guarantee provided in this Article 6.

6.6 In cases where Products are not consistent to the technical specifications and such defects have not been, directly or indirectly, caused from the Customer, Abet will have the right to choose between the substitution of Products or to reimburse the Customer. The Customer will not have right to demand the payment of any damages, indemnity or compensations.

7. LIMITATION OF LIABILITY

7.1 Abet will not be held responsible for indirect, incidental, or punitive damages that have arisen or in any way connected with the sale and use of the Products, even if Abet has been warned of the possibility of such damages, including without limitation loss of profits, loss of business opportunities, damages resulting from loss of use, or other similar damages.

7.2 Abet will therefore be liable only for direct damages caused by the Products, and even in such eventuality the overall responsibility of Abet will not exceed the total amount paid to Abet for the Products sold on the basis of the relevant Purchase Order.

8. FORCE MAJEURE

8.1 Abet will not be held responsible towards the Customer for any failure or delay in delivery of Products or for non-performance of any other obligation, if such non-compliance or delay is caused by acts or circumstances outside a reasonable control of Abet, such as, by way of example, accident, flooding, fire, earthquake, explosions, government actions, strikes or other labour disputes (even if they do not concern their own personnel), restrictions or delays in carrying out transport or impossibility of delays in obtaining supplies of suitable or suitable materials, it being understood that if the event of force majeure continues for a period of 3 (three) months, the Customer will have the right to cancel the related Purchase Order.

9. APPLICABLE LAW - JURISDICTION

9.1 These General Conditions are governed by and interpreted in accordance with Italian law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG, 1980) to the Order Confirmations, these General Conditions or the Products sold in accordance with the same is expressly excluded.

9.2 Any dispute concerning or in any way connected to these General Conditions must be devolved to the exclusive jurisdiction of the Court of Turin.

The client:

Name:
Charge:
Subscription date:

Pursuant to and for the purposes of the provisions of Articles 1341 and 1342 of the Civil Code, the Customer expressly confirms that he has carefully read, fully understood and specifically accepts the following articles of these General Conditions: Art. 3 (Delivery of Products and Risk Transfer); Art. 4 (Cancellations - Penalty); Art. 5 (Prices - Payment terms); Art. 6.2, 6.3, 6.5, 6.6 (Product Warranty); Art. 7.1 and 7.2 (Limitation of Liability); Art. 10.1 and 10.2 (Applicable law - Jurisdiction).

The client:

Name:
Charge:
Subscription date: