

GENERAL TERMS AND CONDITIONS OF SALE

1. GENERAL

- 1.1 The sale of any products (the “**Products**”) by Collage S.r.l. (“**COLLAGE**”) shall be governed by the following general terms and conditions of sale (the “**Conditions**”), which shall be deemed automatically accepted by the client (the “**Client**” and, together with COLLAGE, the “**Parties**”) with the signature of the Order Confirmation (as defined below).
- 1.2 Any amendments to these Conditions shall be valid only after COLLAGE has accepted them in writing.
- 1.3 In the event that the Client is to be regarded as a “consumer” according to Legislative Decree No. 206/2005, Sections 45 and followings of Legislative Decree No. 206/2005 and the provisions under Annex A to these Conditions will apply.

2. CONCLUSION AND EFFECTIVENESS OF THE AGREEMENT

- 2.1 The relevant sale and purchase agreement between COLLAGE and the Client (the “**Agreement**”) shall be deemed concluded upon signing by the Client of the relevant order confirmation issued by Collage (the “**Order Confirmation**”).
- 2.2 The Agreement shall be deemed effective only upon the payment by the Client of the down-payment amount sets forth in the Order Confirmation.

3. DELIVERY AND TRANSFER OF RISK

- 3.1 The term for Products delivery is calculated in business days starting from the date of conclusion of the Agreement according to Section 2.1, provided that COLLAGE has been timely supplied with the necessary data to duly perform the sale.
- 3.2 Except as otherwise stated in the Order Confirmation, the delivery of Products will be made DDP (Delivery Duty Paid – according to INCOTERMS 2010) at the delivery place indicated by the Client in the Order Confirmation. Except in the event of force majeure, delivery will be made in the agreed term.

4. PURCHASE PRICE AND INVOICE

- 4.1 The purchase price of the Products, including delivery DDP costs, will be provided for in the Order Confirmation (the “**Purchase Price**”).
- 4.2 An invoice will be issued once the Products are ready to be dispatched. The invoice shall be deemed to constitute a dispatch notice.

5. PAYMENT – TERMINATION CLAUSE – OWNERSHIP RETENTION

- 5.1 The Purchase Price will be paid according to the terms and modalities provided for in the Order Confirmation; it being understood that any down-payment provided thereof shall be deemed due as “*caparra confirmatoria*” pursuant to art. 1385 of the Italian Civil Code.
- 5.2 Without prejudice to any further remedies provided by law, in any case of Client non-fulfilment of any of the payment terms provided for in the Order Confirmation, COLLAGE will be entitled to terminate the Agreement according to Article 1456 of the Italian Civil Code.
- 5.3 The parties hereby agree that COLLAGE will retain the ownership of the Products sold until full payment by the Client of the relevant Purchase Price.

6. PRODUCTS – LIMITATION OF LIABILITIES

- 6.1 The Products may be used exclusively for the purposes for which they have been designed and manufactured. Thus, COLLAGE shall not have any liability whatsoever in connection with the use of the Products in violation of the aforesaid limits. Any alteration of the Products will cause the termination of any guarantee provided by COLLAGE.
- 6.2 COLLAGE guarantees that the Products are manufactured in compliance with the applicable specifications required for the sale of the Products within EU countries, and are free from defects in materials and workmanship. In no case COLLAGE shall be deemed liable for any possible non-compliance of the Products with any further requirement provided for by any applicable law in relation to the sale of the Products outside the EU.
- 6.3 Any apparent or hidden defect shall be noticed in writing to COLLAGE within the terms provided by law. The Client, at his own expenses, shall deliver the defective Products “*ex works*” COLLAGE. Only in the event a defect has actually been ascertained by COLLAGE, the defective Product will be replaced or repaired and the Client will be refunded of the cost incurred in returning the defective Product to COLLAGE. In the event that COLLAGE finds no fault with the returned Products, the Client will be notified that the returned Products cannot be accepted and, should the Client refuse to have the Product re-delivered, COLLAGE reserve the right to retain the Product and the relevant Purchase Price and recover any fees and expenses from the Client.
- 6.4 In no event COLLAGE shall be deemed liable for any possible product liability in relation to the Products, nor its liability shall exceed the relevant Product Purchase Price.
- 6.5 Any complaint concerning the sold Products shall be sent to COLLAGE via registered mail anticipated by e-mail, at the following address:
- Collage S.r.l., via Brisa No. 3, 20123, Milan, Italy;
- telefax +39 02 76009552 / phone number: +39 02 796561 / e-mail: info@collagemilano.com.

7. APPLICABLE LAW AND COMPETENT COURT

- 7.1 The Agreement shall be governed by Italian law.
- 7.2 The Court of Milan shall have exclusive jurisdiction with reference to any disputes arising from the Agreement.

The Client

Pursuant to Article 1341 of the Italian Civil code the following provisions are expressly approved:

Sections 6.1, 6.2, 6.3, 6.4 (Products – Limitation Liabilities);

Section 7.2 (Competent court).

The Client