

GENERAL TERMS AND CONDITIONS OF SALE

1. SCOPE OF APPLICATION

- 1.1 These general terms and conditions of sale (the "General Terms and Conditions") exclusively govern the sales of ECLISSE S.r.l. (hereinafter, "ECLISSE") towards entrepreneurs, meaning any company, sole trader or legal entity that purchases from ECLISSE for the purposes of resale and/or installation (by way of example: Resellers of building materials, ceramics and plasterboard; resale of doors and woodwork; door and window manufacturers; metalworkers; designers; construction companies) (hereinafter, "Customer(s)" - and ECLISSE and the Customers are hereinafter jointly referred to as the "Parties") concerning the supply of its products (hereinafter, the "Products"). These General Terms and Conditions shall prevail over any of the Customers' general or special purchase terms and conditions. They are an integral and substantial part of all purchase orders confirmed by ECLISSE, unless a specific purchase order expressly provides otherwise. In such case, the special provisions between the Parties shall apply, unless they are expressly excepted.
- 1.2 The Customer waives the application of its own general and special terms and conditions of purchase, which shall in any event be deemed to be invalid with respect to the Parties.
- 1.3 Any other contrary and additional term and condition is invalid as well as any amendment and/or supplement to these General Terms and Conditions by the Customer, unless it is expressly accepted by ECLISSE. If, during the course of the relationship, ECLISSE were to accept amendments by way of exception to these Terms and Conditions, they shall be deemed to be limited to the specific order for which they are agreed.
- 1.4 These Conditions shall apply even if they are not expressly referred to and signed in the order confirmation. They are published for this purpose on ECLISSE's website (www.eclisse.com).
- 1.5 These Terms and Conditions shall remain valid and effective until they are expressly revoked by ECLISSE or replaced by new General Terms and Conditions.

2. ORDERS - CONCLUSION OF THE SALES CONTRACT

- 2.1 Orders are valid and effective only if they are in writing and must be sent by e-mail; telephone orders are not accepted. All orders, their discounts and terms and conditions of supply are subject to ECLISSE's express acceptance, which will take place by sending a written order confirmation (hereinafter, "Order Confirmation") according to the timeframe specified below. The individual sales contract is therefore concluded when the Customer receives the Order Confirmation from ECLISSE.
- 2.2 ECLISSE's **Order Confirmation for Standard Products** may be performed in writing within 3 business days from receipt of the order. Failure to do so shall entail the order being refused.
- 2.3 For **orders of non-standard sized Products**, ECLISSE shall prepare the necessary designs which will be sent to the Customer for the necessary verification. The Customer shall then send such designs to ECLISSE, duly stamped and signed for acceptance. Failing this, it will not be possible for ECLISSE to issue the Order Confirmation within the following 3 business days and to proceed with the relevant sale.
- 2.4 Any acceptance of the order that does not conform with such order shall be regarded as a counter-proposal that shall be deemed to be accepted by the Customer unless it is contested within 48 hours from its receipt, without the Customer being entitled to raise any objection or claim for any reason whatsoever.

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- 2.5 The option to make any additions and/or changes to orders already transmitted shall be subject to the status of processing the order and shall be approved from time to time by ECLISSE's Sales Department.
- 2.6 Prior to the sending of the Order Confirmation by ECLISSE, the order may be cancelled within 48 business hours from its sending by the Customer without incurring any charges. Otherwise, once the Order Confirmation has been sent, and without prejudice to any compensation for higher damages, any cancellation of the order by the Customer shall entail the application of the following penalties, as per article 1382 of the Italian Civil Code:
- a) with respect to **orders for standard Products**, in case of cancellation within 48 working hours from the sending of the Order Confirmation by ECLISSE, but before the start of production, the charge, by way of penalty, will be assessed on a case-by-case basis, also according to the quantities ordered, and in any event cannot exceed 30% of the amount of the order;
 - b) with respect to **orders for non-standard sized Products**, in the event of cancellation within 48 business hours from the sending of the Order Confirmation by ECLISSE, but prior to the start of production, the charge, by way of penalty, shall be assessed on a case-by-case basis, also according to the quantities ordered, and in any event cannot exceed 50% of the amount of the order;
 - c) **irrespective of the type of Products**, in the event of cancellation after 48 business hours or if the order has already been put into production, the charge, by way of penalty, shall be 100% of the amount of the order. Penalties shall be paid within 30 days from the date on which they are levied by ECLISSE.

3. CHANGES TO PRODUCTS

- 3.1 When it deems it appropriate, ECLISSE reserves the right to make necessary technical changes to the Products at any time, even following the conclusion of the sales contract and without giving any prior notice. The information and images shown in the price list and in all ECLISSE documentation are to be regarded as purely indicative and provided for illustrative purposes.

4. PRICES

- 4.1 The prices of the Products are those specified in the price list in force at the time the order is sent, or those negotiated by the Parties and specified in the Order Confirmation. The prices in the price list are in EUR, excluding VAT. Unless otherwise agreed, prices are understood for Products packaged according to industry standards in relation with the agreed means of transport, it being understood that any other expenses (including banking expenses incurred outside of Italy) or charges shall be borne by the Customer.
- 4.2 ECLISSE is entitled to amend the prices specified in the price lists at any time, promptly notifying the Customer in writing of the updated price lists and the date from which they will be applied.

5. DELIVERY

- 5.1 The agreed delivery date is to be regarded as an estimate and, as such, shall not be binding on ECLISSE. Even if it is confirmed, the delivery date shall be merely indicative and should always be understood as the best estimate.
- 5.2 Except in cases of wilful misconduct or gross negligence, any compensation for damages for late or non-delivery of the Products is expressly excluded. In any event, any delay due to causes that are beyond ECLISSE's control (e.g. delays in deliveries from suppliers, difficulties in procuring raw materials and components, etc.) shall not be deemed as being attributable to ECLISSE.

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- 5.3 Unless otherwise agreed in writing between the Parties, deliveries of the Products shall be made with delivery FCA Pieve di Soligo (TV) Italy (Via Sernaglia, 76 and Via Giovanni Pascoli, 7) - in accordance with Incoterms 2020 ICC. Irrespective of the intended place of delivery, in the event that it has been agreed that the transport, or a part thereof, will be handled by ECLISSE, the relevant risks shall be transferred to the Customer upon delivery of the goods to the first carrier: any complaints must be reported to the carrier in accordance with the applicable law, while informing ECLISSE accordingly.
- 5.4 In any event in which the Customer, for reasons not attributable to ECLISSE, fails to timely accept delivery of the Products and in any case in which the delivery has not been possible for reasons for which the Customer is responsible, the Customer shall continue to be solely responsible for all related and consequential costs and risks. In the event that the Customer does not take delivery of the Products within 5 business days from the "Ready for Delivery" notice, the Customer shall be obliged to pay to ECLISSE, as per article 1382 of the Italian Civil Code, a penalty of 1.5% of the agreed price of the Products ordered and not collected for each day of delay, without prejudice to ECLISSE's right to claim for higher damages and without prejudice to ECLISSE's right to terminate the contract. The penalty shall be paid within 30 days from the date on which it is charged by ECLISSE.
- 5.5 The Products shall be checked and inspected on arrival for their conformity with the Order Confirmation. Any discrepancies or complaints must always be reported in writing, by means of e-mail to the following address: *international.sales@eclisse.it* within a maximum period of 2 days from their receipt, citing all the information required for an immediate check. Once this period has elapsed, the Products shall be deemed to all intents and purposes to have been accepted. Furthermore, the use and/or installation of Products with apparent defects shall preclude the possibility to raise objections or claims in respect of such defects.

6. RETURNS

- 6.1 ECLISSE does not accept returns of goods unless they have been previously authorised by ECLISSE in writing. Returns must in any event be intact (not disassembled), packaged (preferably in the original packaging) and accompanied by the goods return notice, and the Customer shall bear all costs and risks. In any case, returns of non-standard Products or external frames shall not be accepted, as these are made to order.

7. PAYMENTS

- 7.1 Terms and means of payment are also specified in the Order Confirmation or in a separate written agreement existing between the Parties, if any. Payments shall only be deemed to be made when the amount is actually available in ECLISSE's current bank account.
- 7.2 In the event of delay in payment by the Customer with respect to the agreed due dates, statutory interest for late payment at the rate set out in Article 5 of Italian Legislative Decree no. 231/2002, as subsequently amended, shall be charged to the Customer, without the need for any prior formal notice or notice of default.
- 7.3 It is understood that any claims or objections shall not entitle the Customer to suspend or otherwise delay payment for the disputed Products, nor any other supplies. In general, the Customer shall not be entitled to bring any action or raise any objection until the disputed Products have been paid for in full. There is no possibility to set-off any receivable of ECLISSE against the price of the Products or to set-off any present or future receivable claimed by the Customer against ECLISSE, if any, and the Customer shall also not be entitled to raise any objection on any grounds or for any reasons whatsoever.

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8. INTELLECTUAL PROPERTY

- 8.1 All printed materials and other documents (price lists, catalogues or other similar documents, including in electronic and digital format) relating to the Products are exclusively owned by ECLISSE. Their reproduction, even partial, is prohibited unless previously authorised by ECLISSE.
- 8.2 ECLISSE warns against the unauthorised use of its trademark, and/or other marks indicated on the Products or relating to the Products supplied/sold, and/or denominations and distinctive signs, models and designs related to its Products, as well as the registration of domains containing the name ECLISSE.
- 8.3 Any design, document, technical information or software relating to the Product (or parts thereof) received by the Customer either prior or following the conclusion of the sales contract, shall be solely owned by ECLISSE, also with regard to its intellectual property rights and the Customer shall not be entitled to claim any rights over them; any document that as such may contain, pursuant to and for the purposes of Article 98 of Italian Legislative Decree no. 30 of 10 February 2005, trade secrets referring to ECLISSE, may not be used by the Customer for non-contractual purposes, and in any event cannot not be copied, reproduced, transmitted or disclosed to third parties without the express written consent of ECLISSE.

9. WARRANTY - LIABILITY

- 9.1 The Products are manufactured in accordance with the applicable EU regulations.
- 9.2 As indicated on the website <https://www.eclisse.com/en/company/#certifications>, ECLISSE warrants the end-user of the Products against defects in design, materials and workmanship, providing for the following different warranty periods, starting in any case from the date of purchase: (i) of 2 years for all Products; (ii) 12 years exclusively for the parts listed below:
- a) **Sliding pocket door systems**
 - metallic parts of the pocket-frame in galvanised steel or aluminium
 - runners
 - sliding tracks in anodised aluminium alloy 6060 (10 µm)
 - b) **Frames for swing doors**
 - metallic parts of the frame in anodised aluminium
 - c) **Frames for flush wall closures**
 - metallic parts of the frame in anodised aluminium

The above warranty applies only to Products purchased or sold in the EUROPEAN UNION, SWITZERLAND, NORWAY, the UNITED KINGDOM. The statutory warranty shall apply for all other countries.

The Warranty Period starts on the date the ECLISSE product is purchased by the end-user from an ECLISSE reseller. The purchase must be proven by the receipt/tax receipt or original invoice issued by the reseller. If the purchase cannot be proven, the Warranty Period will start from the date of manufacture.

- 9.3 It should be noted that the warranty shall lapse and shall not apply in cases where the defect results directly or indirectly from:
- 1) incorrect installation or assembly of the Products (e.g. the assembly instructions contained in all the packaging of the Products are not followed or the installation is not carried out in a workmanlike manner);

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- 2) installation of the Products in locations that do not comply with the specifications provided by ECLISSE;
- 3) tampering, modifications, customisations, adjustments or repairs of the Product (or its components thereof) carried out directly by the Customer, without the prior written consent of ECLISSE (e.g. additions or removals of components; works carried out by unauthorised personnel);
- 4) aesthetic factors (e.g. buckling, bending or repairs as a result of incorrect installation);
- 5) improper or non-conforming use of the Products with respect to the instructions provided by ECLISSE (e.g. any form of improper handling);
- 6) use of non-compatible spare parts or accessories (e.g. runners and/or sliding rails);
- 7) changes that the materials used are naturally subject to;
- 8) deterioration due to sunlight, condensation, acid rain, salt water splashes or other circumstances that have a corrosive or modifying effect on the materials;
- 9) transport (e.g. damage caused by impacts or pressure during transport);
- 10) causes of force majeure.

In addition, the use and/or installation of defective Products shall preclude the possibility to raise objections or claims concerning such defects.

- 9.4 Having acknowledged the obligations of ECLISSE under the above warranty towards the end-user and, taking into account the overall contractual and business relationship with ECLISSE, the Customer undertakes to notify ECLISSE, according to the timeframe indicated in the warranty, any claims made by end-users in accordance with the provisions of the warranty. It is also understood that, taking into account the above, ECLISSE's sole obligation towards the Customer, is that to replace the Products or their components, which have been found to not conform. This is without prejudice to written agreements in exception to the above, if any.
- 9.5 Without prejudice to the above, the Customer shall ascertain the lack of non-conformity of the Products upon receipt, by carefully checking their external appearance, as set out in Section 5.5. Should any non-conformities be found, they must be promptly reported to ECLISSE and, in any event, the Customer shall not authorise and/or proceed with the installation of the non-conforming Products, unless evidence of such has been provided and ECLISSE has given its written approval. The Products under dispute shall always be made available to ECLISSE's representatives for inspection, and the Customer undertakes to actively cooperate with ECLISSE in order to remedy the non-conformities. Any dispute concerning a single delivery of Products shall not exempt the Customer from collecting the remaining quantity of Products covered by the specific order, or other orders made separately from the one under consideration.
- 9.6 To the extent permitted by law, the above provisions exclude any other liability of ECLISSE towards the Customer, howsoever caused by the Products supplied or their resale. In particular, no claims for compensation and/or indemnity for damages, whether direct or indirect, of any nature whatsoever deriving from the lack or limited use of the Products, including but not limited to, loss of contracts, customers, business opportunities or goodwill or damage to the Customer's reputation, nor may the Customer bring any claim for recourse against ECLISSE. However, should ECLISSE be found liable for damages caused by defective Products, ECLISSE shall pay the Customer a maximum amount equal to the price paid by the Customer for the purchase of the Product that caused the damage.
- 9.7 ECLISSE disclaims all liability for any damage that may, whether directly or indirectly, be caused to persons or property as a result of failure to comply with all the requirements set out in the documentation supplied with the Products, and in particular that relating to installation, use and maintenance.

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10. FORCE MAJEURE

- 10.1 Without prejudice to the Customer's payment obligations, which shall in any case be performed at the contractually agreed due dates, no event constituting a breach of these General Terms and Conditions and of the individual sale contracts shall give rise to termination or compensation for damages if it is due to the occurrence of a cause of force majeure or unforeseeable circumstances (including, but not limited to, strikes, accidents, epidemics, pandemics, embargoes, armed conflicts, governmental measures, or those of any other national or supranational authority, military or civil government intervention, terrorist acts, riots and civil disturbances, sabotage, fire, including arson, and any other cases of force majeure or unforeseen circumstances provided for by the applicable regulations), whose performance exceeds the expected extent and control that can reasonably be attributed to the Parties, without contributory negligence on the part of the non-performing Party.
- 10.2 The Party claiming exemption from liability shall, as soon as possible after it becomes aware of the impediment and its effect on its ability to perform its obligations, inform in writing the other Party thereof. Similarly, notice shall be given as soon as the reason for exemption from liability ceases to exist.
- 10.3 In the event that a cause of force majeure or unforeseen circumstances preventing the fulfilment of the existing contractual relationship continues for more than 6 months, both Parties shall be entitled to withdraw from the said relationship, by sending the other Party a specific notice to that effect by means of registered letter with return receipt or by certified email (PEC) or by international courier.

11. EXPORT CONTROL AND INTERNATIONAL ECONOMIC SANCTIONS

- 11.1 The Customer acknowledges that the export of ECLISSE's Products outside the customs territory of the European Union and/or towards certain entities or destinations could be subject to control by competent authorities. The Customer undertakes to put in place all the necessary measures to comply with Italian, EU, UK and/or US laws and regulations on export control and international economic sanctions.
- 11.2 In the event that the Products procured from ECLISSE were to be exported or re-exported or transferred by the Customer, the Customer undertakes to export, re-export or transfer these Products to customers not included in any list of natural or legal persons, entities or bodies subject to restrictive measures by the European Union, the United Kingdom, the United States of America, and/or by the United Nations, nor owned or controlled by any such person or entity (i.e. "Designated Party").
- 11.3 The Customer undertakes to indemnify and hold ECLISSE harmless against any liability, damage, loss or other detrimental consequence, that may arise from any breach of the obligations provided under this article and/ or from the violation of the applicable provisions concerning export control and international economic sanctions in relation to the Products procured from ECLISSE.
- 11.4 The Customer undertakes to ensure that any contract for resale of the Products covered by this General Conditions contract contains restrictions and obligations identical to those provided for in this article.
- 11.5 In the event that ECLISSE's performance is prevented or made unreasonably difficult or commercially uneconomic by the occurrence of one of the following events (hereinafter "Excusing Event"):
- a) any change in the laws of the Italian Republic, and/or of the European Union, and/or of the United Kingdom, and/or of the United States of America, including, but not limited to, the adoption of export control measures or international economic sanctions of any kind that may impact ECLISSE's obligations;

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- b) any amendment, extension or revision, or any change in the interpretation or in the application, by any court, tribunal or regulatory authority with competent jurisdiction, of any laws of the Italian Republic, and/or of the European Union, and/or of the United Kingdom, and/or of the United States of America, existing at the time of execution of the sale contract governed by this General Conditions, on export control or international economic sanctions;
- c) failure to obtain any authorization, permit or license necessary for the efficacy or execution of the sale of the Products by any competent authority;
- d) any other event, whether or not similar to the ones specified above, outside the control of ECLISSE, which would prevent the execution of the sale at the originally agreed terms, because of laws on export control and/or international economic sanctions of the Italian Republic, and/or of the European Union, and/or of the United Kingdom, and/or of the United States of America;

ECLISSE shall notify in writing the occurrence of an Excusing Event to and consult the Customer to find in good faith any useful or appropriate steps to be taken to ensure the regular execution of the transaction.

The fulfillment of the Parties' respective obligations will be suspended during the consultation period since the date of the notification of the Excusing Event. In case after the consultation, it appears that ECLISSE's obligations cannot be further executed because they have become invalid or unlawful under the applicable law, the contract of sale shall be terminated without any right of the Customer to obtain compensation or any other similar relief.

In case ECLISSE's obligations are not unlawful or invalid per se, but they have become impossible or uneconomic, the execution of the contract shall be suspended since the date of the notification of the Excusing Event until the Excusing Event terminates. During the suspension, ECLISSE and the Customer shall strive to minimize, as far as reasonably possible, the prejudice determined to each of them by such suspension.

12. PERSONAL DATA PROCESSING

- 12.1 During the performance of the contractual relationships, personal and contact data (personal details, company email addresses, company telephones, smartphones for work use, etc.) of directors, employees and collaborators who, on the basis of their duties and responsibilities conferred on them, manage the contract and/or implement it, may be reciprocally disclosed or made available to their respective contact persons.
- 12.2 Therefore, both Parties shall process such personal data to the extent that it is strictly necessary for the performance of all aspects of the contract. The data shall be retained until completion of the mutual services covered by the contract and thereafter on the basis of the prescribed statutory periods for the deeds and documents of the contracting party.
- 12.3 The individual employee or collaborator may exercise all the rights listed in Articles 15 to 21 of EU Regulation no. 2016/679, subject, however, to the restrictions arising from the legitimate interest of the employer.

13. GOVERNING LAW - DISPUTES

- 13.1 The General Terms and Conditions and all sales contracts concluded between ECLISSE and the Customers are governed by Italian law, with the exclusion of the Vienna Convention on the International Sale of Goods of 1980 and the conflict of laws rules.
- 13.2 Any and all disputes arising out of or in connection with the General Terms and Conditions and/or contracts of sale shall be subject to the exclusive jurisdiction of the Court of Treviso (Italy), without prejudice to ECLISSE's right to bring an action against the Customer at the court when the defendant's registered office is located.

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14. FINAL PROVISIONS

- 14.1 ECLISSE's failure to exercise the rights provided for in the General Terms and Conditions or in the individual contracts of sale shall not be deemed to constitute an acquiescence or waiver of the infringed right or provision, nor shall it preclude ECLISSE from subsequently exercising such right or option, or any other right or option provided for in its favour in these General Terms and Conditions.
- 14.2 The Parties expressly acknowledge that for no reason, not even on the basis of decisive evidence, shall the continuous and repeated sales of the Products by ECLISSE grant the Customer exclusivity or give rise to a sales concession, distribution, agency or collaboration relationship under any other title.
- 14.3 These General Terms and Conditions are drafted in Italian and translated into English; in the event of any discrepancy, the Italian version shall prevail.
- 14.4 If at any time, one or more of the provisions of these General Terms and Conditions should become invalid or void, this shall not affect the applicability of the other provisions, which shall remain valid and effective.
- 14.5 In the event that ECLISSE is successful in any legal action, before any court or arbitral tribunal, or other proceedings relating to these General Terms and Conditions, the Customer shall reimburse ECLISSE for its reasonable legal fees, court costs, litigation costs and any other costs incurred by ECLISSE in connection with such proceedings.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Customer declares that it has carefully read and specifically approves the following clauses of the extended General Terms and Conditions: 1.2 (waiver of Customer's conditions); 2.4 (non-conforming acceptance); 2.6 (cancellation of order - penalty); 3 (amendments following the conclusion of the contract); 5.2 (exclusion of liability for late delivery); 5.4 (failure to collect Products); 7.3 (no right to object); 9.3 (use of Products with apparent defects); 9.4 and 9.5 (limitation of warranty); 9.6 and 9.7 (exclusion of liability); 11.3 (indemnity); 13.2 (governing law - disputes).

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