



## CONDITIONS OF SALE

### **1. General Provisions**

These general conditions of sale constitute the legal basis for all sales contracts that are not the subject of specific individual agreements.

They render ineffective any clause to the contrary, whether written or verbal, preceding or subsequent to the proposal formulated by the Purchaser or the order confirmation by Olmetex S.p.A. (or “the Seller”), which may have been affixed or added by the Purchaser but not expressly and specifically accepted in writing by the Seller. Any start of execution of the contract by the Seller, even in the presence of contractual conditions of sale proposed by the Purchaser, does not in any way imply adherence to the same by Olmetex S.p.A., unless accepted in writing by the latter.

The Purchaser is always required to read carefully the general conditions of sale, which can be found the latest version on the site [www.olmetex.it](http://www.olmetex.it) and, by placing his order, declares that they have understood and accepted in full the contents of the general conditions of sale of Olmetex S.p.A.

### **2. Delivery, receipt, transport**

The Purchaser shall entrust Olmetex S.p.A. with the supply of the products by means of the written transmission of a specific Order with the indication of the relative article/colour codes, as well as the quantity expressed in meters (mt).

The Purchaser shall also specify in the Order the technical characteristics of the product and any delivery time requirements as well as, if requested, compliance with the requirements of the China market.

Olmotex S.p.A. shall only provide the traceability of the fabrics sold following an express request by the customer. It will be the obligation of the Purchaser to request at the preliminary stage and at the time of the production order the technical data sheet, which is to be considered as an integral part of the conditions of sale, and the declaration of origin of the materials they intend to purchase.

In the case of special developments (articles/colours/designs), Olmetex S.p.A. reserves the right to confirm to the Purchaser the technical characteristics of the article itself and the relevant updated quotation only after delivery of the prototype piece.

Any requests for modification or cancellation must be communicated in writing by the Purchaser before the Order is initiated, after which they will not be considered admissible.

Olmotex S.p.A. reserves the right to evaluate the possibility of proceeding with the delivery of the goods within the terms requested by the Purchaser.



In any case, the delivery terms indicated by the Purchaser are intended order to request and not as binding, constituting approximate times which will be respected by Olmetex S.p.A. as far as possible.

Failure to deliver the ordered goods within the deadline requested by the Purchaser will never result in the application of penalties or the payment of indemnities and will not allow the Purchaser to rescind and/or terminate the contract or to consider it rescinded and/or terminated.

In the event of force majeure or unforeseeable circumstances, delivery may be postponed depending on the effect of this cause on the preparation and delivery of the goods. This includes all events beyond the reasonable control of the Seller such as, but not limited to: natural events, fires, accidents, transport delays, strikes (whether of its own personnel or of manufacturers, customs, post, carriers, forwarding agents, etc.), government restrictions, pandemics, other measures of the Authorities, including delays of suppliers of raw materials or services necessary for production.

Delivery of the goods shall always be deemed to take place at the Seller's premises.

The Seller shall carry out the shipment and all ancillary operations as the agent of the Purchaser and the Purchaser shall therefore assume all risks of this operation.

When the material reaches its destination, the Purchaser shall check its condition, weight and quantity or its conformity with the delivery note and notify the Seller of any possible complaint in this respect within and no later than 8 days.

The Seller shall not be liable under any circumstances for the loss of or damage to the products occurring after the transfer of risk and the Purchaser shall, even in this case, be obliged to pay the price.

In the event of failure to collect the goods at the agreed place and time for reasons not attributable to the Seller, the Purchaser shall nonetheless be obliged to make the agreed payments. The goods shall be stored at the Purchaser's expense and risk and the Seller shall also be entitled to reimbursement of all costs incurred, in addition to any further action to protect its interests.

### **3. Prices**

Prices are valid for six months, without prejudice to the Seller's possibility of communicating any increases on future orders, also in season, requested by the Purchaser.

Unless expressly agreed otherwise, prices do not include taxes, contributions of any kind, expenses or accessories of any kind and nature, which shall be borne by the Purchaser.

#### **4. Quantity**

Unless otherwise stated and/or otherwise required, if the quantity of goods ordered differs from the quantity delivered, the order shall be deemed correctly fulfilled (with reference to quantity only) when the variation is within the tolerance limit of 5%.

#### **5. Terms of Payment**

Payment must be made at the Seller's domicile. The Purchaser acknowledges that confirmations/invoices issued by Olmetex S.p.A. may be subject to prior evaluation and insurance by a credit insurance company.

Failure to comply with the agreed terms of payment shall automatically entail the commencement of interest on arrears pursuant to Legislative Decree 231/2002, without the need for a prior written notice, and failure to comply with just one of the terms of payment shall in itself determine the forfeiture of the benefit of the term, with the consequent obligation for the Purchaser to immediately pay any sums still due, even if the terms have not yet expired.

The Seller shall have the right to suspend the performance of the service owed by him if the Purchaser does not fulfil the payments within the agreed terms or if his financial conditions have become such as to jeopardise the attainment of the counter-performance.

In any case, in addition to default interest, the Purchaser shall be obliged to pay compensation for any further damage caused by the delay or non-fulfilment of payment and shall not be entitled to claim compensation for interruption of supplies.

Under no circumstances may the Purchaser refuse to make payments on the agreed due dates and/or suspend and/or delay them, raising exceptions or objections of any nature or kind whatsoever (so-called solve et repete clause).

The Purchaser shall not be entitled to claim any set-off on payments due to the Seller, not even for compensation, unless authorised in writing by the Seller.

Delayed or non-payment shall entitle the Seller to suspend the execution of further orders in progress and refuse to accept new orders until the outstanding invoices have been paid in full.

#### **6. Warranties, terms for contesting defects**

The goods are guaranteed within the normal limits of industrial quality.

Any additional warranties, deriving from the specific characteristics of the goods as requested by the Buyer, shall be provided only and exclusively in the event of acceptance in writing by the Seller.

The Purchaser shall be obliged to notify the Seller of any defects in the material within and no later than 8 days after delivery if they are apparent or easily recognisable defects or within and no later than 8 days after discovery if they are hidden defects.



The customer is in any case obliged to check the fabric before the process of cutting, reporting any defects found no later than 8 days after delivery. In any case, no claims will be accepted on fabric that has already been cut/worked.

The warranty for defects or lack of quality shall expire within one year from delivery of the goods.

Acceptance by the Purchaser of defects of the goods shall exclude the Seller's guarantee.

In any case, the guarantee shall be excluded if the goods have already been processed by the Purchaser or incorporated into products, machinery or equipment of the Purchaser or third parties; likewise, the guarantee shall be excluded if the defects and/or faults arise from faulty processing, maintenance or repair work carried out by parties other than the Seller or its authorised representatives or if the defects arise from normal wear and tear.

The liability of the Seller shall always be excluded in the event of conformity defects or faults arising after the transfer of risk.

The guarantee shall apply exclusively and absolutely in favour of the Purchaser and shall in no case apply in favour of third parties.

The Seller's warranty for the material sold is limited exclusively to the characteristics of the same as indicated in the 'technical data sheet', without in any case being extended to the purpose that the Purchaser intends to obtain with the material purchased.

The Seller's liability is limited to replacing the defective material in the shortest possible time or to reimbursing the cost of the same if payment has already been received, without the Purchaser in any case being able to claim compensation for processing and/or direct or indirect damage; any liability for indirect or consequential damage caused by the goods (including, by way of example, loss of earnings, loss of turnover, recall campaigns) is excluded from the Seller's guarantee.

In the case of returns, unless otherwise agreed between the parties, the products must be delivered by the purchaser subject to written authorisation by Olmetex S.p.A.. In this case the customer undertakes to anticipate by e-mail:

- R.D.T. of return with the relative references to the original Olmetex S.p.A. sale R.D.T. and the corresponding article codes;
- PACKING LIST of the goods;
- PACKING LIST of the goods, only in cases of goods passed by the control centre.

The absence of even one of these documents will authorise Olmetex S.p.A. to reject the return.

The compensation for any damage due by the Seller to the Purchaser shall never exceed an amount equal to the value of the price of the defective Product.

Il risarcimento del danno eventualmente dovuto dal Venditore all'Acquirente non potrà mai superare un importo pari al valore del prezzo del Prodotto difettoso.

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

The sale of the goods is made with 'retention of title' with the consequence that the transfer of ownership will only take place against payment in full for the goods and, in any case, in compliance with the laws of the State in which the Purchaser has its registered office.

The Purchaser undertakes to do whatever is necessary to set up a valid reservation of title in the above-mentioned State in the most extensive form permitted or to set up a similar form of guarantee in favour of the Seller.

The Purchaser undertakes to cooperate with the Seller in taking the necessary measures to protect the latter's title.

The Seller is authorised to carry out any formality necessary to make the retention of title enforceable against third parties.

Should the Seller, in accordance with this article, exercise the retention of title, any sums paid by the Purchaser, in compliance with the applicable national legislation, shall be retained by the Seller as indemnity and/or compensation for damages, with the Seller reserving the right to claim compensation for any greater damages suffered.

#### **8. Termination/termination**

The contract of sale may legitimately be terminated by the Seller, with exemption from any liability for contractual or extra-contractual damages and any other remedy, if the following events occur

- (a) War, armed conflict or grave threat thereof, invasion, extensive military mobilisation;
- (b) Civil war, riots, rebellions and revolutions, insurrections, riots;
- (c) Acts of terrorism, sabotage or piracy;
- (d) Act issued by an authority, seizure, nationalisation;
- e) Acts of God, epidemics, pandemics, natural disasters;
- f) Explosions, fires, destruction of machinery, equipment, factories;
- g) Boycotts, strikes, lockouts, occupation of factories and premises.

The Seller may terminate the contractual relationship by written notice to the Purchaser in the event of bankruptcy/insolvency or other insolvency proceedings of the latter, as well as in the event of its liquidation or acquisition/incorporation or transfer of the goods to a competitor of the Seller.

**9. Jurisdiction**

For any dispute arising from the interpretation or execution of this contract, or in any case connected thereto, the Court of Como shall have exclusive jurisdiction.

**10. Applicable Law**

This contract is subject to Italian law, with the exception of the law applicable to the reserved domain agreement (see art. 7), which shall be that of the State in which the Purchaser has its registered/administrative office.