

## General Sales Conditions

1. **GENERAL CONDITIONS** – Sales are governed by the following general conditions, which are to be integrated with those indicated in the invoice and, where not expressly provided, by the Italian Civil Code.
2. **ORDERS** – The customer's order is considered a purchase proposal and is not binding for the Seller, who reserves the right to accept it. The sales contract is considered concluded only after GTILES S.r.l. issues a written order confirmation and the customer accepts it by affixing stamp and signature. Any additions or changes to the order, including those made through GTILES agents, will not be binding on GTILES S.r.l., which may accept or reject them without prejudice to the original order. The GTILES order confirmation supersedes any prior agreement or negotiation not expressly included therein.
3. **SUPPLY SCOPE** – The supply includes only what is specified in the order confirmation. Any characteristics or data listed in catalogs or related product documentation are to be considered indicative and non-binding for GTILES S.r.l.
4. **PRICES** – The valid prices are those in effect at the time of GTILES' order confirmation. Prices exclude VAT, stamps, and any other taxes, which shall be borne by the Customer.
5. **DELIVERY TERMS** – Delivery terms are approximate: GTILES S.r.l. is allowed a tolerance of 60 days from the delivery dates stated in the order confirmation. Delays caused by force majeure or circumstances not attributable to GTILES (e.g. strikes, supplier delays, production suspensions, transport difficulties) shall not entitle the Customer to cancel the order or claim damages. Partial deliveries may be made and will be considered part of the overall supply. Upon delivery to the carrier or forwarder, all risks pass to the Customer, who must make any claims for delays, loss, or damage during transport directly to the carrier.
6. **DELIVERY TERMS (RESA)** – Delivery conditions are those specified in the GTILES order confirmation. For international shipments, delivery terms follow the relevant INCOTERMS. For goods originating in Italy, delivery is Ex Works (EXW) unless otherwise agreed. For imports, delivery is FOB port of shipment unless otherwise agreed. GTILES may assist with transport arrangements on behalf of the Customer, but assumes no responsibility. Even if transport costs are included in the sale price or labeled "franco destino," all transport-related risks remain with the Customer. GTILES will choose the carrier if no specific instructions are provided by the Customer. The Customer cannot refuse to accept the goods upon arrival.
7. **PAYMENTS** – Payments must be made according to the terms and methods indicated in the order confirmation. Payments to GTILES agents or collaborators are not valid unless previously authorized in writing. In case of late payment, GTILES may:
  - Terminate current contracts under Article 1456 of the Italian Civil Code;
  - Suspend all pending orders;
  - Charge default interest at 1% per month plus the official discount rate and expenses;
  - Issue bills of exchange on outstanding invoices, even if originally different terms were agreed.

8. **LEGAL FEES** – In case of non-payment, GTILES may assign the case to a lawyer. The Customer must then pay a penalty of 30% of the outstanding amount, with a minimum of €160, as a flat reimbursement of legal fees, without prejudice to further damages.
9. **RIGHT OF WITHDRAWAL** – GTILES reserves the right to withdraw from the contract if, after the order confirmation, it receives negative commercial information about the Customer. This right is at GTILES' sole discretion and does not entitle the Customer to any compensation.
10. **EXCLUSIVITY/COMPETITION** – If specified in the order confirmation, the Customer may not resell the goods outside the agreed territories. Any breach will result in automatic termination of the contract under Art. 1456 of the Civil Code.
11. **CHARACTERISTICS** – The Customer acknowledges that variations in size, color, shade, or visual features may occur, and absolute uniformity is not guaranteed. Goods sold based on samples may differ from the samples within the standard range of variation.
12. **CLAIMS** – Claims for shortages or damage must be made directly to the carrier upon unloading and noted on the delivery document. A registered letter must also be sent to GTILES. Other complaints must be sent by registered letter within 8 days of receipt. After this period, goods are considered accepted. Installation of the material nullifies any right to claim for visible or hidden defects. Shade variations are not considered defects. Claims do not entitle the Customer to suspend or delay payment. The Customer loses the right to claim if, after notifying GTILES, they do not keep the goods available for 30 days or use them. Lower-grade materials are sold without warranty. Only first-choice materials are guaranteed, with a 5% tolerance. No warranty applies to second- or third-choice or stock items.
13. **PRODUCT DISCONTINUATION** – GTILES cannot be held responsible for any changes, modifications, or discontinuations decided by its suppliers.
14. **PACKAGING** – Unless otherwise agreed, packaging will follow the standard used by the manufacturer.
15. **LIABILITY** – GTILES' liability for product defects, if promptly reported and jointly verified, is limited to the return of defective goods and refund of the corresponding amount. Any other direct or indirect damages are excluded.
16. **RESERVATION OF TITLE** – Goods remain the property of GTILES Srl until full payment has been made.
17. **JURISDICTION** – This contract is subject to Italian jurisdiction, regardless of the Customer's nationality or residence.
18. **COURT OF JURISDICTION** – Any dispute will be exclusively referred to the Court of Reggio Emilia.