

## FIN-CERAMICA FAENZA S.P.A. - GENERAL CONDITIONS OF SALE

The following General Conditions of sale (hereafter "General Conditions") apply to all contractual relationships between Fin-Ceramica Faenza S.p.A., with registered office at Via Granarolo, 177/3 - 48018 FAENZA (RA), Italy, Tax Code and VAT No. 01025400399 (hereafter the "SUPPLIER"), and its **customer residing outside Italy** (hereafter the "CUSTOMER") relating to the supply of goods, wherever this is not regulated by a specific contract or distribution agreement, but by a Financial Proposal.

### 1. DEFINITIONS

The words and expressions below have the following meanings:

- **Financial Proposal:** Financial Proposal means the document sent by the SUPPLIER to the CUSTOMER containing product descriptions, quantities, prices, discounts, methods of payment, any related services, obligations of the SUPPLIER and any other information required to uniquely and completely identify each element of the Financial Proposal. The annexes and any additional documents form an integral part of the Financial Proposal, provided they are referenced in the Financial Proposal itself.
- **Order:** an Order is the completed and signed order form sent by the CUSTOMER to the SUPPLIER. The annexes and any additional documents form an integral part of the Order, provided they are referenced in the Order itself.
- **Party or Parties:** Party or Parties refer to the SUPPLIER, the CUSTOMER and their successors and assignees.
- **Product or Products:** Product or Products means any goods that can be supplied by the SUPPLIER to the CUSTOMER, both directly manufactured by the SUPPLIER or manufactured by third parties and only distributed by the SUPPLIER.

### 2. OBJECT AND SCOPE OF APPLICATION

- 2.1** The Object of these General Conditions is the supply of Products by the SUPPLIER to the CUSTOMER as specifically identified in the Financial Proposal.
- 2.2** These General Conditions apply any time the SUPPLIER sends a Financial Proposal to the CUSTOMER, starting from the signing date of the General Conditions.
- 2.3** The Parties agree that, independently of what is set out in the CUSTOMER's general conditions of purchase, these General Conditions replace and prevail over the CUSTOMER's general conditions of purchase.
- 2.4** These General Conditions, together with the Financial Proposal and the Purchase Order, represent the entire agreement regulating the relationship between the SUPPLIER and CUSTOMER in relation to a specific supply of Products, and replace and supersede any previous verbal or written communication between the Parties.

### 3. FINANCIAL PROPOSAL AND ORDER

- 3.1** Any Financial Proposal sent by the SUPPLIER to the CUSTOMER represents a contractual offer to the CUSTOMER, and remains in force for a period of 60 (sixty) days from the date of issue, unless otherwise specified in writing by the SUPPLIER in the Financial Proposal itself.
- 3.2** Where the Financial Proposal contains a specific indication of the quantity of Products offered, the CUSTOMER, if it intends to accept, shall return the duly stamped and signed Financial Proposal to the SUPPLIER.
- 3.3** Where the Financial Proposal does not contain a specific indication of the quantity of Products offered, the CUSTOMER, if it intends to accept, shall send the related Order to the SUPPLIER, together with the stamped and signed Financial Proposal, within the period of validity of the Proposal. The Order shall be sent to the SUPPLIER in writing, by fax (+39 0546 607312) or by e-mail ([customercare@finceramica.it](mailto:customercare@finceramica.it)), on headed notepaper with the following information specified:
- a) details of the Financial Proposal (number and date);
  - b) product code and related quantity required;
  - c) unit price for each code and total price for the quantity requested;
  - d) delivery address;
  - e) terms and conditions of delivery and payment according to the conditions set out in the Financial Proposal.

Product codes, description and unit prices to be used as a reference in the Order shall match those specified in the Financial Proposal. The SUPPLIER is free to accept or refuse the Order at its sole discretion.

### 4. DELIVERY TERMS

- 4.1** The delivery of the Products shall be carried out according to the delivery terms specified in the Financial Proposal.
- 4.2** The Product delivery date will be communicated by the SUPPLIER to the CUSTOMER on receipt of the acceptance of the Financial Proposal or, alternatively, of the Order. If the CUSTOMER does not agree with the delivery date, it will have the right to withdraw acceptance and cancel the Order, informing the SUPPLIER in a timely manner.
- In relation to "Custom Devices", the delivery time will be agreed between the Parties as required.
- 4.3** In cases of force majeure, meaning those outside the reasonable control of the SUPPLIER (e.g. strikes, fire, mobilization, requisition, embargoes, currency restrictions, riots, attacks, lack of means of transport, general lack of raw materials and energy usage restrictions), the SUPPLIER will communicate new delivery terms. If an agreement is not reached, the CUSTOMER shall have the right to withdraw acceptance or cancel the Order.
- 4.4** The CUSTOMER authorizes and accepts partial deliveries.
- 4.5** The delivery terms communicated by the SUPPLIER pursuant to art. 4.2 will automatically be suspended when the following occur and extended once they cease:
- a) if the CUSTOMER requests changes during the processing stages or replies late to project approval requests;
  - b) if the financial situation of the CUSTOMER and/or the total credit provided by the SUPPLIER to the CUSTOMER may, at the sole discretion of the SUPPLIER, put the payment for the supply at risk.

### 5. PRICES

- 5.1** The Product prices (hereafter "Prices") specified in the Financial Proposal are in Euro (€) and net of VAT, unless otherwise specified in writing by the SUPPLIER in the Financial Proposal itself.
- 5.2** If a different currency is used, reference is made to the exchange rate on the day on which the SUPPLIER receives the Financial Proposal signed in acceptance by the CUSTOMER.

### 6. PAYMENTS

- 6.1** Invoices payment terms are strict, fundamental, and cannot be extended except where provided for in article 6.3 below. If invoices are past due, the SUPPLIER shall be authorized to apply an interest rate equal to the official Euribor rate plus 7%, starting from the due date of the invoice.
- 6.2** Unless otherwise agreed in writing, the payment shall be made according to the terms and methods indicated in the Financial Proposal.
- 6.3** Where the Parties have reached an agreement on payment deferment, notwithstanding what is established in article 6.1, and the CUSTOMER fails to pay any instalment within the agreed timescale, the SUPPLIER can demand payment of the entire residual amount it is owed in a single instalment, and shall be authorized to apply a default interest rate to this amount as set out in the previous art. 6.1., with no additional notice, starting from the date on which the CUSTOMER was due to pay the outstanding instalment.

6.4 The SUPPLIER shall be authorized to interrupt the shipment of the Products if the financial situation of the CUSTOMER and/or the total credit provided by the SUPPLIER to the CUSTOMER may, at the sole discretion of the SUPPLIER, put the Products payment at risk.

## 7. WARRANTY

7.1 The SUPPLIER guarantees the CUSTOMER that the Products comply with all applicable regulations relating to the European market and to European Directive 93/42 EEC, as amended by Directive 2007/47/EEC.

7.2 The SUPPLIER guarantees that its Quality Management System (QMS) complies with the ISO 9001 and ISO 13485 standards in force.

7.3 Within 8 (eight) days of receiving the Products, the CUSTOMER must inform the SUPPLIER of any defects relating to the quality of the Product units received (by way of example and not limited thereto, damaged product or packaging, missing parts/components, inconsistency between the number of packages delivered compared to those specified on the delivery note) provided that such defects cannot be attributed to transport. In this case, the CUSTOMER will be required to document (through photographs, videos, documents, etc.) the anomaly. Within 8 (eight) days of the notification, the SUPPLIER shall inform the CUSTOMER if it is necessary to return the Products to the SUPPLIER in order to check them.

7.4 If the Products are defective, the SUPPLIER shall, at its sole discretion, replace them at its own expense, issue a credit note to reverse the invoice, or, where payment has already been made, reimburse the amount paid.

7.5 Independently of its validity, the notification referred to in art. 7.3 does not release the CUSTOMER from its obligation to pay the price of the Products within the agreed contractual terms.

## 8. RESPONSIBILITIES

8.1 The SUPPLIER shall hold the CUSTOMER harmless from any claim or request by third parties in relation to the Products if, and to the extent of any damage suffered by the third party, it is due to a defect in the Products. The SUPPLIER shall bear all costs and expenses in this regard, including the costs of any legal action.

8.2 It is understood that the SUPPLIER shall be responsible only for its own Products and not for the applications, accessories or systems within which its Products are assembled, used or connected by the CUSTOMER.

## 9. FURTHER CUSTOMER'S OBLIGATIONS

9.1 By purchasing the Products, the CUSTOMER explicitly accepts that it shall comply with the following conditions:

- the CUSTOMER shall store the Products as specified on the packaging, and in particular shall not store expired Products;
- the CUSTOMER shall put in place a suitable storage system for medical devices;
- the CUSTOMER shall guarantee the identification and traceability of each purchased Product for at least 15 (fifteen) years;
- the CUSTOMER shall notify the SUPPLIER in writing and within 2 (two) weeks of each identified nonconformity;
- the CUSTOMER shall immediately, and in any case within 2 (two) working days, report each adverse event and/or complaint received from its customers in relation to the Products;
- the CUSTOMER undertakes to immediately recall all Products at the request of the SUPPLIER or the Competent Authorities.

9.2 If the CUSTOMER does not comply with the conditions established in section 9.1 above, the SUPPLIER shall not be responsible under any circumstances for claims for compensation or responsibilities made by the CUSTOMER or third parties. Furthermore, CUSTOMER's failure to comply with the obligations set out shall void any right of warranty referred to in article 7.3.

9.3 The CUSTOMER must not add, create or modify the Product labelling without prior written authorization from the SUPPLIER's Quality Assurance department. Wherever the CUSTOMER does not comply with this clause, the SUPPLIER shall have the right to claim compensation for any damage suffered.

9.4 If it is necessary to register with the Competent Authorities, the CUSTOMER cannot open any type of procedure without the prior written authorization of the SUPPLIER.

9.5 *During the consignment period, CUSTOMERS will be liable in case of deterioration, subtraction, loss, destruction or alteration of the products received in view. CUSTOMERS will also be liable for any damages caused to third parties for causes not attributable to the SUPPLIER.*

## 10. MISCELLANEOUS

10.1 In order to ensure shared ethics and compliance with the principles of legality, correctness and transparency in carrying out the company activities, the SUPPLIER has adopted a Code of Ethics. The CUSTOMER acknowledges and confirms that it has read the SUPPLIER's Code of Ethics, published on the website [www.finceramica.it](http://www.finceramica.it), and undertakes to behave in a way that complies with the provisions contained therein. The non-compliance with any of the provisions in the aforementioned Code of Ethics constitutes a serious breach of the obligations referred to in these General Conditions, and gives the SUPPLIER the right to terminate the existing relationship with the CUSTOMER with immediate effect by simply giving written notice, without prejudice to compensation for any damage suffered by the SUPPLIER.

10.2 In any case, the SUPPLIER shall not be responsible for any unlawful behaviour of the CUSTOMER.

10.3 The total or partial invalidity or unenforceability of one of more clauses of the General Conditions shall not affect the validity or enforceability of the remaining clauses or parts not affected by invalidity or unenforceability, which shall remain completely valid and effective.

10.4 Any relinquishment by the SUPPLIER to exercise a right arising from these General Conditions cannot be understood as a waiver of the right or of any other right in relation to this provision or other provision of the General Conditions.

## 11. GOVERNING LAW AND JURISDICTION

11.1 These General Conditions shall be governed by and construed in accordance with Italian laws.

11.2 Any disputes arising from these General Conditions, from the Financial Proposal or from the Order or connected to them shall be under the exclusive jurisdiction of the Court of Ravenna, with the express exclusion of any other or alternative court.

## 12. PROTECTION OF PERSONAL DATA

The SUPPLIER recognizes that all the information acquired during its business operations are to be considered confidential. The SUPPLIER guarantees the confidentiality of the CUSTOMER's personal data and that these data shall be used, communicated and disclosed, including by electronic means, exclusively for the purposes related to the business operations. For instance, the CUSTOMER's data shall be provided to the courier in charge of transport. By accepting these General Conditions, the CUSTOMER expresses its consent to the processing of personal data for the above mentioned purposes, with the right to request and obtain their deletion or amendment through written communication to the SUPPLIER, by e-mail to [info@finceramica.it](mailto:info@finceramica.it)

The CUSTOMER declares that it clearly understands and agrees with every clause in these General Conditions.

DATE \_\_\_\_\_ The CUSTOMER \_\_\_\_\_

Pursuant to articles 1341 and 1342 of the Italian Civil Code, the CUSTOMER expressly approves the content of the following articles: 7.3; 8; 9.2; 11.

THE CUSTOMER \_\_\_\_\_