

SALES GENERAL CONDITIONS

1. Contract regulations

- 1.1 "Supplier" means Best Surface srl and/or companies in the group.
- 1.2 These General Terms and Conditions of Sale govern and regulate the sale and supply of all of the products of the Supplier, and supplement any special conditions listed in the order confirmation of the Supplier sent to the Distributor.
- 1.3 By signing the order confirmation, the Distributor confirms knowledge and acceptance of these General Terms and Conditions of Sale, which apply to all sales and supply contracts between the Supplier and the Distributor.
- 1.4 These General Terms and Conditions of Sale prevail over any other document, clause or provision (even if not explicitly disputed by Best Surface) contained in forms, offers, and orders of the Distributor, including its own general conditions of sale and/or purchase, if any.
- 1.5 Changes to the general conditions of sale, offers, credits, or allowances agreed by agents or other intermediaries are only valid if accepted in writing by the Supplier.

2. Scope of supply

- 2.1 The supply only includes the materials, services, and quantities specified in the Best Surface order confirmation. The text of the Best Surface order confirmation will always prevail over any contradictory text contained in offers or orders, if any.
- 2.2 The Products only perform the function of covering a surface or improving the energy level and, unless expressly agreed in writing with the Supplier, they do not contribute in any way to the general or partial stability of the structure to which they are applied; therefore, they are not suitable to withstand vertical or horizontal loads or permanent static loads (excluding the self-weight). In fact, the products rest on an existing bearing structure that the buyer must properly calculate and evaluate if suitable for positioning and installing the products. The Buyer must check and dimension the existing load-bearing structure, in order to determine its suitability and exempting the Seller from all responsibility.

3. Order confirmation

- 3.1 If line items in the order confirmation of the Supplier differ with respect to those agreed or ordered, they will be deemed accepted by the Distributor unless disputed in writing by the latter within 3 days of receipt of the order confirmation of the Supplier.
- 3.2 The destination of the products is that indicated in the order confirmation of the Supplier. Any changes may be communicated by the Distributor to the Supplier within three days of receipt of the order confirmation of the Supplier, which reserves the right to decide whether or not to accept them.
- 3.3 The order confirmation will be processed by the Supplier only after the Distributor has returned it to the Supplier, signed for acceptance, within 3 days of its receipt.

4. Delivery

- 4.1 Unless specified otherwise in the order confirmation, delivery is understood to be ex-works pursuant to the INCOTERMS approved by the International Chamber of Commerce in force on the date of the Sale.
- 4.2 Any different delivery terms will be indicated in the order confirmation and governed by the Incoterms approved by the International Chamber of Commerce.
- 4.3 Products are carried at the sole risk of the Distributor, and any responsibility of Best Surface ceases upon their hand over to the carrier. Even if shipment (in whole or in part) is arranged by and at the expense of Best Surface, the latter will merely be acting as the agent of the Distributor, since it is understood that carriage is at the expense and risk of the latter.
- 4.4 Unless agreed otherwise, EX WORKS L'Alcora (Spain) delivery of the products is completed upon written communication (including by e-mail or fax) to the Purchaser that they are at its disposal. The Distributor will then have 10 working days from the sending of this communication to collect the goods. Regardless of whether or not the goods are collected, the price agreed for the supply will be payable to the Seller.
- 4.5 If the Distributor does not collect the products by the deadline established in the previous paragraph, it must reimburse the Supplier for the related storage costs at a flat rate of 0.25% of the amount invoiced for the products, net of VAT, for each week of delay. After 30 days have elapsed from the delivery date, the Supplier may sell the products at its sole discretion, withholding all or part of the proceeds as a deduction from the price payable by the Purchaser (regardless of the delivery terms agreed) and expenses incurred, without prejudice to the right to claim any greater amounts due from the Distributor.

5. Delivery date

5.1. Unless special clauses are added, the delivery date indicated in the Order Confirmation must be considered purely indicative and not binding. Delivery delays, interruptions, or total or partial suspension of the supply will not entitle the Distributor to claim compensation or damages, unless agreed otherwise in writing.

5.2. When changes are made to the contract, the delivery date is extended for a period equal to that initially established.

6. Samples, quality, and sizes

6.1 The samples provided may differ in terms of shade and effect with respect to the final product specified in the order confirmation. This is because, even though the products are manufactured and selected carefully, they may still be subject to slight variations in shade, grain, and composition. Variations due to the inherent nature of the material cannot be considered defects and cannot give rise to claims of any kind. The product dimensions are to be considered nominal.

6.2 The technical specifications, drawings, indications of weight, dimensions, colours, performance, content contained in advertising materials, catalogues, price lists and the website of the Supplier are to be considered merely indicative. This information does not bind the Supplier, unless expressly specified as essential in the order confirmation.

6.3 The Distributor accepts the tolerances allowed in the applicable Italian and/or EU regulations in force at the time of delivery, and/or indicated in catalogs and/or on the Best Surface website with reference to the type of product purchased; consequently, Best Surface cannot be challenged for any defects and/or faults that fall within such tolerances.

7. Packaging and protections

7.1 The materials are supplied in standard packaging as published in the Technical Manual available on the website www.idylium.com. Any specific packaging must be requested at the time of order, specified in the Order Confirmation and will be charged on the invoice.

7.2 The products are supplied protected by a film of UniPack POWER35500M7 to maintain the aesthetic integrity of the material. The supply without this protection must be specifically requested by the buyer with the seller's express exemption from any responsibility regarding the aesthetic integrity of the products upon receipt.

The Supplier is exempt from any responsibility in the event that the Buyer does not scrupulously comply with the handling, storage and maintenance instructions regarding the use and removal of the film as described in the Technical Manual available on the website www.idylium.com

7.3 The Supplier is not responsible if, by storing the material on-site, outdoor, without a strict compliance with the methods of handling, storage and maintenance of the products as described in the Technical Manual available on the website www.idylium.com, there is the appearance of excessive adhesion phenomena of the plastic film itself, difficulty of its removal and, sometimes, unexpected interactions with the underlying material.

In the absence of rigorous on-site adoption of the aforementioned measures, any dispute over suspected anomalies related to the adhesive film or for consequences directly or indirectly connected to the aforementioned packaging will not be attributable to the Seller.

7.4 Only in the event that the Buyer demonstrates that he has adopted the instructions published in the Technical Manual that is available on the website www.idylium.com, the claim for defects attributable to the packaging must be submitted within the terms and methods specified in art. 9; the lack of punctuality of the claim and/or the use and/or installation of the Product, even in the presence of a timely dispute, cause the Buyer to cancel each and every guarantee. The Buyer loses the guarantee if he does not prove that he has adopted and respected the instructions for handling, storage and maintenance

7.5. If the Supplier acknowledges the existence of the defect, the quantification of the damage suffered by the Buyer may in no case exceed the value of the sale price of the UniPack POWER35500M7 Automatic Film to the extent in dispute.

8. Payments

8.1 Best Surface invoices are issued on the day of delivery and must be paid in full by the agreed due date. Any payment obligation between the contracting parties must be settled at the billing office of the Supplier. Unless agreed otherwise in writing, payment must be made at the time of delivery, at the bank indicated by the Seller.

8.2 Delays in the settlement (even partial) of invoices beyond the agreed upon deadline will result, in accordance with the law, in the immediate start of default interest charges pursuant to Decree 231/2002. In the event of non-payment or delayed settlement (even partial) of the price or consideration by the due date, the Supplier may terminate the contract for just cause and/or legitimately refuse to fulfil any additional contractual obligations and/or

cancel the fulfilment of any other orders in progress, without the Distributor being able to claim compensation or make other demands.

8.3 Order confirmations that do not include down payments and/or guarantees (such as sureties collectible upon demand) will not be processed, unless payment by letter of credit has been arranged.

8.4 The products will only be made available for delivery and/or delivered if the conditions to be satisfied by the Distributor prior to or upon delivery, as specified in the Order Confirmation, have in fact been satisfied.

9. Pay and claim

9.1 No dispute and/or claim about the quality of the goods, faults, or defects, or any other aspect of the contract, will be effective or taken into consideration and, similarly, no action may be taken, unless full payment of the price has been made.

10. Warranties and complaints

10.1 Best Surface only warrants products identified as **Idylium** and as **Automobili Lamborghini Surfaces**, covering the absence of flaws and defects in their materials and the production cycle. Complaints relating to other products, not identified in the preceding paragraph, will not be taken into consideration and no implied warranty is given for them.

The products of the Seller bear the CE mark.

The Purchaser accepts in full the risk that the Italian or EU regulations governing the products might differ from those of their destination country, holding the Supplier harmless.

10.2 The Distributor must check the quality and quantity of the products within 8 days of the delivery date indicated in the Order Confirmation.

10.3 Complaints attributed to hidden defects or faults must be formalized in writing to Best Surface within eight days of their discovery. In addition to the billing information, the communication must contain a precise description of the defect, without which the complaint will be considered ineffective and no warranty will be given.

The right to the warranty is valid for one year from delivery of the products.

10.4 Products considered defective must be made available to Best Surface for any checks it deems appropriate, and any further action must be authorized in writing, in advance.

If the claim is found to be unjustified, the Distributor must compensate Best Surface for the verification costs incurred.

10.5 The warranty is null and void in the following circumstances:

- if the defects or faults were obvious at the time of delivery, subsequent use of the materials will void the warranty claim for defects/faults;
- subsequent use of the materials following a complaint will void the warranty claim for defects/faults;
- use of the products in a manner inconsistent with their performance characteristics;
- failure to comply with the storage, handling, usage and/or processing instructions indicated on the website of the Supplier;
- shade differences cannot be claimed as material defects.
- defects and faults that were not recognizable as such under the industry and scientific standards applying when the materials were placed on the market;

10.6 The liability of Best Surface is limited in all cases solely to the replacement or repair of defective items, with the express exclusion of any other indemnities, such as the costs of removing, replacing furniture, equipment, machinery etc., recall campaigns, lost earnings due to the interruption or suspension of activities, inconvenience or indirect losses.

10.7 The warranty given in this article is all encompassing and replaces any other warranty required by law, with the exclusion of any further liabilities for Best Surface.

11. Reservation of title

11.1 If payment is due to be made, in whole or in part, after delivery, products intended for domestic and foreign markets will, to the extent permitted by the law of country where they are located, remain the property of the Supplier until full payment of the price. For that purpose, the Distributor agrees to do everything necessary to establish a valid reservation of title in the most extended form allowed, or to provide an equivalent guarantee to the Supplier.

12. Causes of force majeure and excessive burden

12.1 Should fires, collapses, floods, lack of supplies, strikes or other force majeure events occur that prevent or significantly reduce production at the premises of the Seller or block transport between the factory of the Supplier and the destination of products, the party affected is entitled to an extension of up to 60 days for delivery or collection of the products, on condition that it notifies the other party in writing about the force majeure event. If

the above deadline has passed but the situation of force majeure continues, the other party may terminate the contract by sending a written communication by registered mail with return receipt or by certified e-mail to the defaulting party. In this case, the latter will have no obligation to pay damages.

12.2 Best Surface may request revision of the contractual conditions if, for reasons unforeseeable at the time of signing the contract by an entrepreneur in the sector with normal experience and diligence, the obligations of the Supplier become excessively burdensome prior to their execution with respect to the consideration originally agreed, thereby modifying the contractual relationship by more than 20%. If this is not agreed, Best Surface may terminate the contract by sending a written communication to the Distributor.

13. Export ban

13.1 Unless otherwise agreed, it is forbidden for the Distributor to export any unprocessed materials supplied to it, or to sell them to companies that intend to export them.

14. No assignment of the Contract

14.1 The Distributor must not assign its role in the contract, or in any individual obligatory relationships deriving therefrom, without written acceptance from Best Surface and, even in that case, the Distributor will remain jointly liable with the assignee for the obligations assigned.

15. Health and safety measures

15.1 The Distributor must comply with current regulations on the application, handling, storage, and use of products sold by Best Surface. In accordance with sector regulations, the Distributor must carry out periodic assessments of the risks associated with its business activities and is required to introduce and adopt appropriate risk control measures. The Distributor also acknowledges that the processing and transformation of the product, in particular by dry cutting, generates dust particles that may cause respiratory diseases. The Supplier strongly recommends processors/marble workers to adopt all necessary preventive measures, including the use of water systems for all materials processing. For further information, consult the technical manual for the materials that is available on the Best Surface website.

16. Applicable Law and Jurisdiction

16.1 These general conditions of sale and the contracts with the Distributor are governed by Italian law.

16.2 All disputes arising from or related to the interpretation, application, execution, or termination of the sales contracts between Best Surface and the Purchaser, and/or these general conditions of sale, are subject to Italian law and will be referred to the sole jurisdiction of the court of Milan, even for related legal action.

17. Privacy

17.1 The Supplier and the Distributor confirm their compliance with Regulation (EU) 2016/679 and the requirements contained therein, as well as with the measures and indications issued by the Italian Data Protection Authority about the processing of the personal data of data subjects. In this regard, the Seller and the Distributor authorize the reciprocal processing of personal data solely and exclusively for purposes and reasons connected with their existing contractual relationship, as well as for its proper execution.

17.2 The Supplier and the Distributor may transfer their reciprocal personal data to appointed third parties or external data processors, but solely for the accounting and administrative purposes required by law, unless with the consent of the data subject concerned.

18. References

18.1 Pursuant and consequent to arts. 1341 and 1342 of the Italian Civil Code, the Distributor confirms express acceptance and approval of the provisions contained in the following articles: 1) Contract regulations; 3) Order confirmation; 4) Delivery; 5) Delivery date; 6) Samples, quality, and sizes; 7) Packaging and protections); 9) Pay and claim; 10) Warranties and complaints; 11) Reservation of title; 12) Force majeure; 13) Export ban; 14) No assignment of the Contract; 16) Applicable law and Jurisdiction; 17) Privacy; 18) References