

GENERAL TERMS AND CONDITIONS OF SUPPLY – MATERICA S.R.L.

1. SUBJECT AND SCOPE

1.1. These general terms and conditions (the “Conditions”) – unless specifically waived for individual orders by special terms expressly accepted in writing by Materica s.r.l. (“Materica”) – shall apply in full to all contracts and/or relationships for the supply of Processing Services or Products (as defined in Section 2) entered into by Materica with its customers (each individually referred to as the “Customer”), even if not expressly referred to or signed in connection with a specific order, offer, or contract.

1.2. These Conditions – together with the Technical Standards and Warnings, which form an integral part – are available and downloadable from Materica’s website at the following link: www.materica.eu.

1.3. These Conditions (including the Technical Standards and Warnings) shall prevail over any conflicting terms or clauses included, attached, or referenced in forms or documents originating from the Customer, unless such terms or clauses have been specifically accepted in writing by Materica.

2. PROCESSING SERVICES AND PRODUCTS

Orders governed by these Conditions may concern:

- a) the performance by Materica of liquid or powder coating, metallization, or other surface treatments, standard or customized (the “Processing Services”), on materials, objects, or components owned by the Customer (the “Goods”), or
 - b) the sale to the Customer of specific products – such as decorative, functional, or furnishing elements, design objects, construction components, and various other items – selected by the Customer from Materica’s catalog or procured by Materica from third parties as per the Customer’s instructions, and subsequently finished by Materica using the type of Processing agreed with the Customer (the “Products”).
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3. TECHNICAL SPECIFICATIONS

3.1. In the request for quotation or – in the case of orders not preceded by a specific offer – in the order itself, the Customer must indicate the nature, type, and general and specific characteristics of the required Processing Services and/or Products, as well as a detailed description of the materials, objects, or components to be processed and their relevant features (such as type, quality, composition, dimensions, weight, thickness, porosity, presence of joints, and any other

factor that may affect the Processing) (hereinafter jointly referred to as the “Technical Specifications”).

3.2. The Customer shall be solely responsible for any defects in the Processing Services or other issues resulting from missing, incorrect, or incomplete Technical Specifications.

3.3. Technical Specifications provided by the Customer shall only be considered accepted and binding for Materica if and to the extent they are stated or referenced in the offer or, failing that, in the order confirmation, which shall always take precedence.

4. SAMPLES AND TOLERANCES

4.1. Unless otherwise explicitly agreed upon in the offer or order confirmation, or otherwise specifically accepted in writing by Materica, the usual industry tolerances, as well as those specifically stated by Materica in the Technical Standards and Warnings (an integral part of each order), shall apply to the results of each Processing Service.

4.2. Due to the unique nature of the Processing Services carried out by Materica, any sample viewed by the Customer – even if referenced in the offer or order confirmation – shall be considered only an indicative reference for the general aesthetic result achievable through the offered Processing and does not guarantee that the final result will perfectly match the sample.

4.3. Minor aesthetic or tactile variations (such as color tone and uniformity, grain, gloss, porosity, texture, etc.) from the sample and/or within the supply shall be deemed normal due to the nature of the finishing process, materials, substrates, environmental conditions, and other technical factors. These variations shall not be considered defects or non-conformities and shall not entitle the Customer to raise claims or demand remedies, provided they do not impair the functionality or intended use of the Goods or Products, nor compromise the aesthetic effect beyond the agreed tolerances, unless such tolerances have been expressly waived or excluded in writing.

4.4. The Customer shall be specifically responsible for informing the final recipient/user of the tolerances and other circumstances described above, to prevent unrealistic expectations.

5. ORDERS

5.1. Orders must be submitted in writing by the Customer via email to the address of the appropriate department designated by Materica and must include – in addition to a reference to Materica’s offer, if any – precise details of the requested Processing Services or Products, the nature, characteristics, and quantities of the Goods to be processed, and all other necessary details for proper order execution.

5.2. As an exception, and only in the context of ongoing and repeat supplies, Materica may carry out Processing Services on Goods delivered directly by the Customer to its plant, even without a prior written order. In such cases, unless the Customer provides and Materica confirms different instructions in writing before starting the Processing Services, Materica will be entitled to carry out the Processing under the same terms and conditions applied in previous supplies. If Materica

intends to make changes from previous supplies, these will be communicated to the Customer before beginning the work and will be deemed accepted if not disputed in writing within the time limit set out in Article 6.6.

5.3. The mere receipt of materials, objects, or components to be processed and/or the signing of accompanying documents (delivery notes, packing slips, etc.) does not constitute order acceptance, nor does it obligate Materica to perform the Processing Services or comply with any requests or specifications contained in such documents unless confirmed in writing.

6. CONTRACT FORMATION

6.1. If the Customer has received an offer from Materica for Processing Services or Products, the related contract shall be considered concluded and binding only upon Materica's receipt of the Customer's written acceptance or order, provided it conforms to the offer, or – in their absence – upon Materica's commencement of Processing on the Goods or Products.

6.2. Any changes and/or additions made by the Customer to the offer in its acceptance or order shall be binding upon Materica only if specifically confirmed in writing, with tacit acceptance expressly excluded. If not confirmed, the contract shall still be considered concluded upon the start of Processing, but the applicable content, terms, and conditions shall be only those stated in the original offer. Nonetheless, Materica reserves the right, at its sole discretion, to implement the Customer's requested changes and/or additions, even if not confirmed.

6.3. Materica's offers are valid for the period specified therein or, if not stated, for 30 (thirty) days. Unless otherwise agreed in writing, the Customer must deliver the Goods to be processed within the offer's validity period. Otherwise, Materica may reject the materials or withdraw from the contract, in accordance with Article 7.2.

6.4. For orders not preceded by a written offer from Materica, the contract shall be deemed concluded and binding for Materica only upon written confirmation of the Customer's order or, in its absence, with the start of the Processing.

6.5. Any changes to the order communicated by Materica, even after acceptance of the offer or order confirmation, shall be deemed accepted by the Customer unless disputed in writing within 3 (three) business days from notice.

7. ORDER CANCELLATION AND WITHDRAWAL

7.1. Until the contract is concluded in accordance with Section 6, the Customer may cancel the order but shall still reimburse Materica for all expenses incurred in preparation for order fulfillment (purchase of materials, setup of production lines, etc.).

7.2. After contract conclusion, any full or partial cancellation by the Customer – including by way of derogation from Art. 1671 of the Civil Code, where applicable – will require full payment of the

Processing Services or Products, even for the unexecuted portion of the order, and Materica will be entitled to compensation for any further costs and/or damages.

8. TRANSPORT AND PACKAGING

8.1. Delivery of the Customer's Goods to Materica's facility for Processing, and their collection after completion, are always the Customer's responsibility, including all transport, loading, and unloading costs and risks, even if these activities are managed or carried out by Materica using its personnel or equipment. In such cases, all costs incurred by Materica will be charged back to the Customer. Regarding transport, Materica usually acts only as the loader. The Customer, as the shipper, agrees to instruct the carrier and driver in compliance with traffic laws and indemnifies Materica against any joint liability under Article 7 of Legislative Decree 286/2005.

8.2. Materica staff's signing of delivery documents (delivery notes, packing slips, etc.) for Goods sent by the Customer only confirms the delivery date, number of packages received, and the apparent integrity of the packaging, but not the accuracy of contents (piece count, type, features, etc.).

8.3. Goods for Processing must be shipped in suitable packaging to prevent any damage during transport, handling, or storage at Materica's premises, with instructions for repackaging after Processing, if necessary.

8.4. Unless otherwise instructed by the Customer, Materica will return processed Goods using the same packaging received, provided it is intact and reusable. If new packaging is required, or for shipping finished Products to the Customer, the packaging cost will be charged on the invoice

9. INCOMING INSPECTIONS AND GOODS STORAGE

9.1. Materica is not obligated to check the quantity, type, quality, and/or condition of the Customer's delivered Goods, nor to verify their compliance with the order, agreed specifications, or Technical Warnings. Checks will only occur when Processing begins and will be limited to count and visual inspection for missing, damaged, or non-compliant items.

9.2. Any non-conformities identified by Materica before or during Processing will be promptly communicated to the Customer, who must promptly replace, supplement, or collect the non-compliant items at their own expense.

9.3. Notwithstanding the above, any shortages, damages, or defects identified and reported to the Customer within 2 (two) business days from receipt of the Goods shall, unless proven otherwise, be deemed to have existed at the time of receipt and not attributable to Materica.

9.4. Materica undertakes to safeguard the Customer's Goods with the care required under Article 1768(2) of the Civil Code and, in any case, no less than the care used for its own similar items or those of third parties at its facility. However, it shall not be liable for deterioration, loss, or damage not caused by its intent or gross negligence.

9.5. Materica shall not be liable for any damage (including deterioration or loss of Goods), delays, suspensions, interruptions, or defects in Processing due to defects in the Goods delivered by the Customer or Products purchased by Materica on the Customer's instructions, or due to their non-compliance with agreed specifications, Technical Warnings, or industry standards. In such cases, Materica may charge the Customer for any additional costs incurred (e.g., machine downtime, prolonged storage, additional handling, etc.).

10. ORDER EXECUTION TIMES

10.1. Materica will carry out orders as quickly as possible, taking into utmost consideration the Client's needs and informing the latter should it be unable to comply with the agreed deadlines. Such deadlines – which shall not be deemed essential unless expressly agreed in writing by the parties – must in any case allow for a period of no less than ten (10) days between receipt of each batch of Goods or Products at Materica's plant and the start of Processing, or the minimum lead time indicated in the Technical Standards and Warnings for each type of Processing.

10.2. Unless otherwise agreed in writing by the parties, delays in the delivery of processed Goods or Products shall not give rise to any penalties or compensation obligations for Materica, except in cases of wilful misconduct or gross negligence. Under no circumstances may the Client claim compensation for indirect or consequential damages resulting from such delays (including production downtime, loss of orders, damage to reputation, etc.).

10.3. In the event of an unjustified delay exceeding thirty (30) days, the Client shall have the right to cancel the order fifteen (15) days after serving formal notice to Materica to fulfil its obligations, provided such notice has gone unheeded.

11. INSPECTIONS AND TESTING

11.1. Materica is obliged to allow the Client to carry out inspections or in-progress testing at its facility only if this is provided for in the offer and/or order confirmation, or subsequently agreed in writing between the parties.

11.2. Unless otherwise agreed in writing, any certificates of conformity and testing, or any other specific certifications (e.g., fire-resistant intumescent coatings) will be invoiced at the cost indicated in the offer or quoted by Materica upon subsequent request by the Client.

11.3. In the case of special Processing or whenever deemed reasonably appropriate, Materica reserves the right to request the Client to inspect and/or test the ongoing Processing as a condition for completing the execution of the order.

11.4. The Client's unreserved signature of the test acceptance document shall constitute acknowledgement of the absence of defects, non-conformities, or quality issues in the Processing that are apparent or reasonably detectable during the test, thus releasing Materica from related liability.

12. COLLECTION OF PROCESSED GOODS AND PRODUCTS

12.1. The Client must collect the processed Goods and Products as soon as possible after notification by Materica that the goods are ready, and in any case no later than ten (10) days thereafter.

12.2. Once this term has expired, Materica shall be released from any liability for custody and shall be entitled to invoice the price of the Processing or processed Products, also charging the Client for storage costs, including third-party warehousing, until actual collection.

12.3. Ninety (90) days after the expiry of the term in Article 12.1, Materica may freely dispose of or scrap the stored goods at the Client's expense, without prejudice to the right to full payment of the order and compensation for any additional costs or damages.

13. PRICES AND PAYMENTS

13.1. Unless otherwise agreed in writing, the prices for Processing and Products indicated in Materica's offers and price lists, or otherwise agreed with the Client, are understood to be net of VAT, transport costs, storage beyond ten (10) days, and any other ancillary cost related to the commissioned Processing (e.g., surface treatments such as cleaning, filling, sanding, drilling for machine attachment, etc.).

13.2. Materica shall be entitled to issue an invoice upon collection of the materials or processed Products by the Client or, in any case, ten (10) days after the Client is notified that the goods are ready.

13.3. Payments must be made using the methods and within the terms agreed by the parties for the specific supply (provided these are compatible with any mandatory statutory deadlines). In the absence of a different written agreement, payment shall be made by RIBA within the standard term of sixty (60) days end of month from invoice date.

13.4. Materica's tolerance of delayed payments for previous supplies shall under no circumstances be interpreted as a waiver of the applicable payment deadline for subsequent supplies or as a waiver of its rights in the event of late payment.

13.5. Failure to pay one or more invoices on the due date shall entitle Materica – regardless of the length of the delay and/or past delays – to suspend execution of all current orders with the Client until all overdue invoices are paid in full, and to claim late payment interest as provided by Legislative Decree 231/2002, as amended.

13.6. Any complaints regarding defects or delays in the execution of orders shall not entitle the Client to suspend payments due to Materica, unless the existence and liability for such defects or delays has been acknowledged by Materica or judicially confirmed. In such case, the Client may withhold only the amount corresponding to the price of the defective or unexecuted portion of the order.

13.7. In any case, the Client shall not be entitled to offset any amounts owed by Materica against the price due for Processing or Products.

14. DEFECTS IN SUPPLY AND COMPLAINTS

14.1. The Client's or carrier's signature of the document acknowledging receipt of processed Goods and Products at Materica's premises shall be valid proof of the number of packages loaded, packaging integrity, and absence of visible damage, and no subsequent claims shall be accepted.

14.2. **Apparent defects.** Except where the parties have expressly agreed on receipt under free pass terms and without prejudice to acceptance (express or tacit) resulting from tests already carried out by or in the presence of the Client, the Client must conduct a thorough incoming inspection of all processed Goods and Products immediately upon their arrival at its premises or designated destination. Any shortages or visible damage, as well as any defect, non-conformity or quality issue detectable through non-destructive controls must be reported in writing to Materica within eight (8) days, under penalty of forfeiture of all rights. No complaints will be accepted after the Goods or Products have undergone further treatments, processing, or assembly.

14.3. **Hidden defects.** Any defects, non-conformities or quality issues not detectable through the inspections described above must be reported in writing to Materica – under penalty of forfeiture – within eight (8) days from discovery or when they reasonably could have been discovered, and in any case no later than twelve (12) months from delivery to the Client. After this period, no claims may be made against Materica.

14.4. If the existence of defects, non-conformities, or quality issues in the Processing is verified and attributable to Materica, and if the Client has submitted a timely complaint, the Client shall be entitled to:

- where possible, free-of-charge reprocessing of the defective Goods and Products; or
- if reprocessing is not possible and the items must be discarded, reimbursement of the Processing price and the original cost of acquiring or producing the discarded parts.

14.5. Compensation for any further costs or damages due to defects in Processing, or for damage, loss, or unusability of Goods and Products, is expressly excluded unless the Client proves wilful misconduct or gross negligence by Materica. Compensation for indirect or consequential damages (e.g., production stoppage, loss of orders, image damage, etc.) is in any case excluded.

14.6. Materica shall not be liable under warranty in the following cases:

- defects due to absence, inaccuracy or incompleteness of the Technical Specifications and/or other instructions provided by the Client;
- defects in the Goods delivered by the Client or Products purchased by Materica on the Client's instructions, or non-compliance with agreed specifications or Technical Warnings;
- Processing imperfections or deviations from samples falling within the tolerances set out in Section 4 or due to the artisanal or special nature of the Processing;
- defects in finished Products sold by Materica caused not by Processing but by flaws in the base

materials indicated by the Client and manufactured by third parties;

- failure to follow handling, installation, storage, or maintenance instructions for the Goods and Products, including those contained in the Technical Warnings;
- issues arising from subsequent treatments, processing, or other operations performed by the Client or third parties;
- normal wear and tear or alterations over time.

14.7. The warranties and remedies in this section apply only to Materica's direct Client and may not be extended to or exercised by third parties, including assignees.

14.8. The provisions in this Section replace and exclude any other legal or conventional warranties, whether express or implied, concerning the supply of Processing and/or Products.

15. CONSENT TO PERSONAL DATA PROCESSING

The Parties undertake to comply with applicable data protection legislation (GDPR and Legislative Decree 196/2003) and consent to the processing of personal data for all purposes connected with the proper execution of orders.

16. GOVERNING LAW

All supply relationships concerning Processing and Products between Materica and the Client shall be governed exclusively by Italian law.

17. JURISDICTION

Any dispute between the Parties relating to the supply of Processing and Products – including those concerning the validity, effectiveness, interpretation, and termination of related contracts – shall fall under the exclusive jurisdiction of the Court of Venice (Tribunale di Venezia).

18. IMPLIED WAIVERS

If Materica does not insist on the exact and punctual application of one or more clauses of these Conditions in relation to one or more orders, this shall not be interpreted as a waiver of said clauses or of the right to enforce them at a later date.

Reminder on the Use of General Terms and Conditions of Supply (GTC)

1. Explicit acceptance by the Customer is required

The full effectiveness of the General Conditions – particularly the so-called “onerous clauses” (e.g., limitations of liability, right to suspend supplies, jurisdiction clauses) – is subject to the Customer's

explicit acceptance.

This acceptance should be given by stamping and signing the GTC in the appropriate spaces:

- bottom of the general conditions (first signature);
- bottom of the summary clause listing onerous provisions (second signature).

This only needs to be done once, ideally at the start of the business relationship. It is recommended to send the GTC and Technical Warnings with the offer or price list and request return of the signed copy with the order confirmation.

2. Secondary precautions if explicit signature is missing

To enhance enforceability even without explicit signature:

- Publish GTC and Technical Rules and Warnings on a dedicated webpage with a direct link;
- Include or attach them to all commercial documents (quotes, price lists, order confirmations, catalogues, etc.);
- Retain proof of delivery to each customer (e.g., cover emails with attachments);
- Mention GTC and Technical Warnings explicitly in all offers, order confirmations, and invoices.

 These precautions help argue enforceability but do not substitute an explicit signature.

REFERENCE TEXTS FOR DOCUMENTS

To include in OFFERS

- “This Offer constitutes a non-binding proposal. The contract will be concluded only under the GENERAL TERMS AND CONDITIONS OF SUPPLY.”
- “The GENERAL TERMS AND CONDITIONS OF SUPPLY and TECHNICAL WARNINGS are available at www.materica.eu and form an integral part of this Offer.”
- “By accepting the Offer or placing orders, the Customer acknowledges and accepts the following clauses in particular: [list of Articles].”

To include in ORDER CONFIRMATIONS

- “The GENERAL TERMS AND CONDITIONS OF SUPPLY and TECHNICAL WARNINGS – available at www.materica.eu – are an integral part of this Order Confirmation.”
- “Objections must be made within the term in Art. 6.6. Otherwise, the Customer is deemed to have accepted all terms.”

To include in INVOICES

- “These supplies, and all business relations, are governed by the GENERAL TERMS AND CONDITIONS OF SUPPLY and the TECHNICAL WARNINGS available at www.materica.eu.”
- “By requesting offers or placing orders, the Customer acknowledges full acceptance of the above.”