

1 Definition

For the purpose of these General Conditions of Sale, the following terms will have the following meaning:

• "CAME GO": CAME GO Srl a Socio Unico, North Industrial Zone, Sector D62 – 33097 Spilimbergo (PN) – Italy- Tax Code and VAT n. 01564060935;

• "Customer": any company, body, legal entity or natural person that buys the Products from CAME GO;

• "Products": the goods produced, assembled and/or sold by CAME GO having the logo CAME GO;

• "Order/s": any written proposal of purchasing Products, sent from the Customer to CAME GO exclusively by fax or e-mail;

• "Sale/s": any sales contract signed between CAME GO and the Customer upon forward of an Order Confirmation from CAME GO or upon receiving CAME GO's estimate signed by the Customer without any modification;

• "GCS": the present General Conditions of Sale of CAME GO.

2 Generalities

2.1 The GCS are attached to CAME GO's Price-List valid at the time and published on the site www.go-italia.it.

The sale of the Products is subject to acceptance of the GCS by the Customer, who will return them signed for acceptance to CAME GO. The application of these GCS by CAME GO is mentioned in the Customer Master Data Sheet and in all the Order Confirmations sent by the latter to its Customers. In case of failure to return the GCS duly signed, CAME GO will have the right to refuse the Order or to consider the Order as cancelled. However, the execution of Sale Contract will be considered as tacit acceptance of these GCS, provided that the Customer has not expressly raised objections to their content in writing, prior to the execution of the Order. The express or implied acceptance of the GCS constitutes a waiver, from the Customer, to the application of its own general or particular purchasing conditions.

2.2 In the event of any inconsistency between the terms and conditions set forth in these GCS, and the specific terms and conditions agreed for any single Sale, the latter shall prevail.

2.3 Unless written agreement, CAME GO will not be bound by terms and conditions of purchase of the Customer (hereinafter "GCP"), even in the case of reference to the same or if they are contained in the Orders or in any other document sent from Customer.

2.4 The GCP will not be binding on CAME GO even in case of tacit assent.

2.5 CAME GO reserves the right to add, edit or delete any part of these GCS, provided that such additions, modifications or cancellations will apply to all Sales concluded from the thirtieth day following the publication of the new GCS in the website of the Company.

3 Formation of Sales contract

3.1 The Sale will be completed with the Order confirmation sent by CAME GO or the estimate of CAME GO countersigned by the Customer without making any changes. In the event of any requests for modification sent by the Customer within 48 hours from the completion of the Sale contract, CAME GO reserves the right to redefine the sale price and delivery times, as a result from such modifications requested. In the absence of acceptance of the new price and/or new delivery times by the Customer within the following 48 hours, it is understood that the Customer automatically confirms the original Order. After 48 hours from the completion of the Sales contract, no further changes and/or modifications to the Confirmed Order will be allowed. Should CAME GO exceptionally accept such requests (including order cancellation, change of curtain, etc.), CAME GO will charge the Customer the full amount of the original Order confirmed, as well as any additional costs for the changes/modifications and material required for the same. It is also understood that, for any changes and/or modifications, CAME GO reserves the right to change the manufacturing date.

3.2 Any offers of CAME GO are valid only for the period of time specified on the same, and exclusively for the Sale of the Products appraised in the same offer.

4 Technical data, documents and finishing

4.1 Data and illustrations resulting from catalogues, website, data sheets, drawings, circulars or other illustrative documents of CAME GO are purely indicative. These data are not binding, unless expressly mentioned as such in the order confirmation of CAME GO. CAME GO does not guarantee, and shall have no liability, for any shades of colour differences between the different materials used for the realization of its Products, since these differences are due to the diversity of the support and/or the type of paint.

4.1.1 CAME GO uses a range of SIMIL RAL colours. The colour shades of SIMIL RAL in the catalogues and other communication instruments of CAME GO are purely indicative. The colour of the finished product may therefore differ in tone, shade and brightness from the SIMIL RAL.

4.2 CAME GO reserves the right to make, at any time and without prior notice, any technical and aesthetical changes it deems necessary to improve the Products.

4.3 The Customer expressly agrees not to use, for reasons other than those provided for in the Sales contract, the drawings, technical information and discoveries relating to the Sale, which remain the property of CAME GO and therefore the Customer can not deliver them to third parties or reproduce them without a written permission.

4.4 Upon the order, the Customer is required to inform CAME GO, in writing, about any regulations or technical and/or special commercial requirements to comply with in the Country of final destination of the ordered Products. In the absence, CAME GO will not be responsible for any violation thereof.

5 Exclusions

5.1 Sales prices do not include costs for special packaging required by the Customer, taxes, stamp duties, customs fees, duties, training courses, assistance to commissioning and any other additional charges not expressly mentioned in the written Order confirmation of CAME GO. They also do not include specific projects and designs and/or customization for special technical requirements and specifications, which can nevertheless be provided on request upon a specific offer signed for acceptance.

6 Installation

6.1 The installation is not included in the Sales price of the Products.

6.2 Assembly and commissioning, if required, will be carried out by specialized companies, and

charged to the Customer.

6.3 In any case, unless expressly specified in the Order confirmation, the installation and construction of masonry work, electrical connections, the supply and installation of confinement metal sheets, padded lining, special mounting brackets, and works for remedying to any flaws walls, the removal of any existing enclosures installed in the workplace, the availability of lifting equipment, the unloading and handling at the work site, the disposal of waste products and packaging on site, the custody of Products delivered to the site, are excluded.

7 Deliveries and Transports

7.1 The terms of production and/or delivery indicated in the Order confirmation are purely indicative and, in any case, do not include transport time.

7.2 Unless otherwise agreed by the parties, the period of production and/or delivery will start on completion of the Sales contract (article 3.1), unless the Customer should pay a part of the price as down payment. In this case, the running of time is suspended until receipt of such payment.

7.3 The terms of delivery are legally extended:

7.3.1 if the Customer fails to timely provide data and information required for the execution of the Sales contract;

7.3.2 if the Customer demands any modifications after the completion of the Sale contract, which have been accepted pursuant to article 3.1 above.

7.4 In case of totally or partially delayed payment by the Customer, CAME GO will have the right to suspend the orders and/or deliveries in progress, even if they relate to different Sales and notwithstanding the provisions of Article 1460 of the Italian Civil Code, with express waiver, by the Customer, to compensation for any possible resulting damage, except in cases of wilful misconduct or gross negligence of CAME GO.

7.5 Regardless of any agreements concerning transport costs and/or mode of payment and/or delivery, the delivery of Products and the simultaneous transfer of risks are to be construed ex works (EXW - INCOTERMS 2010 published by the International Chamber of Commerce or their latest version in force at the time of delivery), at CAME GO's factory in Spilimbergo (PN). Therefore, in case of delivery delays, damage or loss of Products during their transport, the Customer shall address the corresponding complaints directly to the carrier, even if the same has been appointed by CAME GO. Products are delivered in standard packaging that the Customer declares to know, accept and believes are likely to ensure the integrity of the Products.

7.6 Without prejudice to the provisions of the previous article 7.5, if requested, CAME GO will provide, directly or through third parties, for the transport of Products, by choosing the means of transport that it deems most appropriate in the absence of specific instructions from the Customer. Unless otherwise agreed in writing, the transport will not include the unloading of Products, the portage, the tail lift and all risks of loss or deterioration of the Products during loading and transport, which are at costs and risks of the Customer. Transport cost will be added to the price of Products purchased, unless otherwise specified.

7.7 Products will not be delivered if the unload cannot be made with appropriate means. No manual unload is allowed. The Customer undertakes to bear any higher transport costs resulting from unloading problems that CAME GO will invoice at the cost, as indicated in the "Site Location Data" sheet. Any different destinations shall be agreed at the Order and Order confirmation.

7.8 Imperative deliveries must be agreed with CAME GO and specified in writing; however, they are accepted only if explicitly indicated in the Order confirmation issued by CAME GO.

7.9 Without prejudice to the provisions of Article 2.3 of these GCS, the possible application of any penalties for late delivery to CAME GO shall be specifically agreed in writing with the Customer. In case of written non-acceptance of the penalty by CAME GO, the same will not be chargeable to CAME GO. In any case, the Customer can not ask for amounts in excess of the penalty as compensation for damages suffered due to the delay.

7.10 CAME GO will not be held liable for delays or failure to deliver the Products due to circumstances beyond its good will and/or attributable to circumstances which are beyond its control, such as, by way of example and without limitation:

7.10.1 inadequate or inaccurate technical data or delays of the Customer in transmitting, to CAME GO, information or data which are necessary for the delivery of the Products;

7.10.2 difficulties in obtaining supplies of raw materials, delays of suppliers;

7.10.3 problems relating to manufacturing or planning of Orders;

7.10.4 total or partial strikes, power failure, natural disasters, measures imposed by public authorities, difficulties in transport, acts of God.

7.10.5 carrier delays.

7.11 The occurrence of some of the events listed above will not entitle the Customer to claim compensation for damages or reimbursements of any kind.

7.12 The terms of delivery are established in favour of CAME GO. For this reason, the Customer cannot refuse to take the Products before the established delivery date.

7.13 In the event the Customer fails to take delivery of the Products due to reasons attributable to the same or, in any case, to reasons beyond the will of CAME GO, the Customer will bear the risks and costs for their storage.

7.14 Upon request to postpone the delivery of the Products, CAME GO reserves the right to store them outside. CAME GO does not take any responsibility for any deterioration of Products. In any case, CAME GO will invoice the Products on the date of delivery indicated in the Order confirmation, and payment terms will be running by that date.

7.15 Unless otherwise agreed with CAME GO's Logistics Department, after two working weeks from CAME GO's notice that goods are ready for delivery, CAME GO will charge the cost for storing the Products. The failure to collect the Products within said period will entitle CAME GO to ask the Customer a penalty of Euro 100.00 (one hundred/00) per each day of warehousing, without prejudice to ask compensation for any additional damages.

7.16 Delivery of spare parts required with standard delivery times will be made with the first suitable goods load. In case of urgent delivery of spare parts, CAME GO reserves the right to use the most suitable means of transport. All costs will be charged.

7.17 In no event, CAME GO will be liable for damages directly or indirectly arising from delays in delivering the Products that not exceed sixty days from the date of delivery specified in the Order confirmation or in CAME GO's estimate countersigned by the Customer, unless in case of wilful

misconduct or gross negligence.

8 Warranty

8.1 Unless otherwise agreed between the parties and without prejudice of provisions of Legislative Decree n. 206/2005, CAME GO ensures that the Products are free from defects/faults (with the exception of those parts of the Products that are not produced by CAME GO) for a period of one year from the date of delivery of the Products to the Customer.

8.2 The warranty is void in case of tampering of the Products and/or use of non-original or unauthorized spare parts. The warranty does not cover Products whose defects are due to damage caused during transport, to a negligent use or misuse of the Products, to failure to comply with CAME GO's instructions regarding installation, operation, periodical mandatory maintenance (standard EN 13241-1 and 89/106/CE "Construction Products Directive" (CPD), mandatory from 1 May 2005), to lack or inappropriate cleaning and conservation of the Products, to repairs or modifications made by the Customer or by third parties without prior written permission of CAME GO.

8.3 The warranty does not cover components subject to normal wear (ropes, wheels, seals, etc.). The adjustment of carriages, balancing springs, limit switches and hoisting ropes is not included in the warranty as it is an integral part of a proper maintenance schedule of the door to be carried out by skilled and authorized personnel.

8.4 The warranty does not cover damage and/or defects in the Products arising from problems caused by, or related to parts assembled/added directly by the Customer.

8.5 The Customer engages to report in writing to CAME GO, by registered letter with acknowledgment of receipt or by pec, under penalty of cancellation and invalidity of the claim, the presence of visible faults or defects within 8 days from the delivery of the Products.

8.6 The warranty only covers the repair or replacement, at the discretion of CAME GO, of the Products that CAME GO acknowledges as being defective, within the standard technical time required, at the conditions and in the original place of delivery. The application of the provisions laid down in Articles 1490-1495 of the Italian Civil Code, relating to the statutory warranty, is excluded. Consequently, CAME GO will not pay any compensation pursuant to Article 1494 of the Italian Civil Code. The warranty does not cover, and thus CAME GO will not be held responsible for, any possible malfunctioning due to normal degradation and/or normal wear of Products, in particular chips and scratches, as well as any defect or lack of quality due to improper use or storage.

8.7 The repair or replacement of Products having recognized manufacturing defects ends any responsibility of CAME GO towards the Customer, therefore the Customer cannot claim for damage compensation or any other reimbursement against CAME GO. If CAME GO establishes that the malfunctioning of the Product is not covered by warranty, any possible costs incurred for verification, recovery and transport of the Product will be charged to the Customer.

8.8 In any case, the Customer cannot claim any warranty rights against CAME GO if the price of the Products has not been fully paid according to the conditions and within the terms agreed, even if the failure to pay the price refers to Products other than those for which the customer intends to make a warranty claim.

8.9 The Customer shall communicate to CAME GO, at the Order or Order confirmation, any local law or regulation to which the sale of Products may be subject in the place where the same are addressed and shall guarantee, if required, all the assistance necessary to comply with such requirements. In particular, in order to allow CAME GO to ensure the conformity of the Products, the Customer shall expressly communicate to CAME GO the possible destination of the Products outside the European Union. In any case, CAME GO will not be held responsible if the Customer resells the Products outside the European Union without prior notice to CAME GO.

8.10 In no case shall CAME GO guarantee and/or certify that the Products or accessory parts of them may be destined for use specifically qualified as "emergency" or "safety".

8.11 The Customer expressly excludes and waives any other express or implied warranty, as well as any other obligation or liability of CAME GO for any direct, indirect, incidental or consequential damages (including, by way of example and without limitation, losses resulting from Customer's inactivity or loss of profit), except in case of wilful misconduct or gross negligence of CAME GO. In particular, the Customer waives from now, to the fullest extent permitted by law, any right or action of recourse and/or action in warranty for any warranty binding him against third parties, in case of recourse of these latter ones, on the basis of any law, due to defects or non-conformity of the Products.

8.12 CAME GO informs and the Customer acknowledges that the samples of the Products are purely indicative and that the colour of the Products depends on several parameters, such as thickness, dimensions, different support materials and the characteristics of the environment where the Products are installed (colour of the walls, light, etc.). Therefore, any different shade of colour between the components of the Products, and compared to samples, will not be considered as faults and/or defects of the Products.

9 Goods returns and Claims

9.1 The Customer is not allowed to return the Products without prior written consent of CAME GO; the Customer bears any transport costs, as well as any risks for the transport of returned Products. Returns of Products without their original packaging will not be allowed. The Products shall be accompanied by a regular delivery note, which shall indicate the motive "return of goods" as well as the references to the original purchase (invoice number and date, delivery date, name of the shipper or carrier). The return shall be made within a maximum of 60 days from the date of acceptance by CAME GO. Any return that does not comply with the conditions described above will be automatically rejected by CAME GO, which will have the right to invoice the Customer for the returned Product, in addition to the original one to be replaced.

9.2 Upon arrival of the Product, the Customer shall check the compliance and integrity of any Product, as well as the number of packages, regardless of the type of packaging. In any case, claims for incomplete and/or erroneous deliveries, and/or damaged Products, and/or defects and/or discrepancies of Products (e.g. scratches and dents) will not be valid unless they are made when unloading the Products from means of transport and proved by a specific written note (e.g.: damaged packaging or missing packaging) at the foot of transport document. The Customer is also required, under penalty of invalidity of the claim, to send a photographic documentation regarding the claim within 24 hours from receipt of the Products

9.3 If a claim is totally or partially unfounded, the Customer will be required to pay, to CAME GO, the expenses incurred for the check (travel expenses, expert opinions, etc.).

10 Payments

10.1 Unless otherwise agreed, the Customer shall make payments within the terms specified in CAME GO's Order Confirmation or in CAME GO's estimate signed by the Customer. A totally or partially delayed payment by the Customer will entitle CAME GO to ask for late payment interests to the extent permitted by Legislative Decree n.231/2002, without prejudice to the right of CAME GO to claim compensation for greater damages and the termination of the Sales contract pursuant to the following Article 12.

10.2 In case of totally or partially delayed payment by the Client, CAME GO will also be entitled to suspend the Orders and/or deliveries in progress, even if they relate to different Sales and also notwithstanding the provisions of Article 1460 of the Italian Civil Code, with express waiver, by the Customer, to compensation for any possible resulting damage, except in cases of wilful misconduct or gross negligence of CAME GO.

10.3 In no case the Customer will be allowed to suspend or delay payments, not even in the event of any complaint, claim or litigation.

11 Express termination clause

11.1 Without prejudice to any specific provision on termination and/or rescission provided for in these GCS, or by applicable law, in the event that the Customer experiences one or more of the following cases:

a) insolvency, bankruptcy, failure to meet the terms of payment of the Products if at least 15 days have elapsed from the corresponding contractual deadline, transfer of assets to creditors, appointment of a bankruptcy trustee, establishment of any insolvency procedure;

b) winding-up or dissolution or interruption of Customer's Company activities, transfer of business or line of business;

CAME GO shall have the right to terminate the Sales contract forthwith, by sending a written notice to the Customer.

12 Conventional withdrawal

12.1 If the Customer reduces the guarantees given or fails to give the guarantees it had promised or if the financial situation of the Customer would become such to put in jeopardy the payment of the corresponding price unless a suitable guarantee is given, CAME GO shall have the right to withdraw from the contract without any compensation or reimbursement due to the Customer.

13 Intellectual Property

13.1 The Customer is aware that the Products know-how and design are the exclusive property of CAME GO, under the Industrial Property Code (Legislative Decree n. 30/2005).

13.2 It is expressly prohibited to the Customer to violate such rights belonging to CAME GO and, in any case, the Customer can in no way remove, cancel or alter Trademarks, logos and other distinctive marks of any kind affixed to the Products. In the same way, it is prohibited to place new ones of any nature.

It is also prohibited any reproduction or use of the Trademark CAME GO and of any other distinctive sign existing on the Products or related to the same, except by written authorization received from CAME GO.

Therefore, the Customer agrees and undertakes, without limitation:

a) not to submit any application, in whichever jurisdiction, for the registration of Trademarks and/or other intellectual and/or industrial property rights entitled to CAME GO;

b) not to copy, reproduce or in any other way violate the Trademarks and/or other intellectual and/or industrial property rights entitled to CAME GO;

c) not to use the Trademarks or any other logo or name entitled to CAME GO as a domain name.

14 Registered address, governing law and jurisdiction

14.1 CAME GO is legally domiciled in Spilimbergo (PN), North Industrial Zone, Sector D62.

14.2 All disputes arising out of or related to these Conditions of Sale and/or to any Sale will be subject to the exclusive jurisdiction and competence of the Court of Treviso.

14.3 Without prejudice to what is stipulated in the previous point, when stating a claim as an actor, CAME GO reserves the right to file such lawsuit in the place of residence of the Customer, in Italy or abroad.

14.4 If no explicit objection is raised, these General Conditions of Sale, published in the website www.go-italia.it, mentioned in the "Customer Master Data Sheet" and on each individual Order Confirmation, are fully and tacitly accepted by the Customer by signing the Customer Master Data Sheet.

15 Privacy

15.1 In accordance with EU Regulation 2016/679 on the protection of personal data, any personal data transmitted by the parties will be processed to give execution to this agreement, as well as in order to allow the fulfilment of all the various administrative, commercial, accounting and tax activities arising from the agreement. Each party undertakes to treat the data and information transmitted under confidentiality and not to disclose them to unauthorized persons, nor to use them for purposes other than those for which they were collected or to transmit them to third parties other than those indicated below. Personal data may be communicated only to subjects delegated to carry out the activities necessary for the execution of the contractual commitments undertaken. The acquired data will be kept for a period of time not exceeding that necessary for the purposes for which they were collected or subsequently processed and in compliance with the statutory limitation periods.

15.2 The rights referred to in articles 15 and following of EU Regulation 2016/679, including the right to request access to personal data, rectification or cancellation of the same, limitation / opposition to processing, exercise of the complaint to the supervisory authority competent in the matter, Guarantor for the protection of personal data. The communication of personal data is a contractual obligation, as a necessary requirement for the fulfilment of the Contract.

The Client _____

Pursuant to and in accordance with articles 1341 and 1342 of the Italian Civil Code, we declare that we have read and we specifically approve the following clauses: 4.2 (product modifications); 7.1 (terms); 7.3 (extension of delivery and penalty terms); 7.11 (waiver of damages due to delays or failure to deliver the Products); 7.15 (costs of storage of the Products and penalty); 7.17 (waiver of damages directly or indirectly arising from the Customer due to delays in delivery of the Products); 8. (warranty, warranty limitations, defect report); 10.3 (waiver of opposing exceptions); 11 (express resolution clause); 12 (conventional recess); 14.2 (Jurisdiction and competent Court).

HIGH QUALITY RESIDENTIAL AND INDUSTRIAL SECTIONAL DOORS

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GENERAL CONDITIONS OF SALE

The Client _____