

GENERAL SALES CONDITIONS

Edition 4.2., issued 03/08/2026

1. FINALISATION OF THE CONTRACT

1.1. **Every sales contract is governed by the main Conditions of Sale set out below.** Under no circumstances shall the Seller be bound by any General Contract Terms of the Purchaser, even if they are referred to or incorporated in orders or any other document sent to the Seller, unless the latter has specifically agreed to them in writing.

1.2. **The sales contract shall be considered finalised when: (i) the Purchaser receives the Seller's written confirmation of the order; (ii) if the confirmation sent by the Seller contains conditions that differ from the Order received from the Purchaser, when the latter accepts it in writing; (iii) if the Seller does not provide a written confirmation, when the Products are delivered and loaded by the Purchaser and/or the carrier assigned to collect them.**

1.3. **The Purchaser is in agreement regarding the need to restrict its sales of the Seller's Products to the country within which it, the Purchaser, is based.** The Seller considers this rule essential in order to coordinate its sales policy and rationalise its distribution network, with offers better tailored to each country's needs. The Purchaser acknowledges that this rule is also in its own best interests. **The Purchaser therefore undertakes to market the Products supplied by Ceramiche Atlas Concorde SpA only in its country of residence, refraining from promoting active sales, including online, with customers located in the territory of a country other than its own.** For triangular deals, this undertaking shall apply to the country for which the goods are actually destined. The Purchaser shall only resell the product outside its territory with written authorisation from the Seller, except for sales concerning non-first grade or discontinued Products.

1.4. In cases of force majeure, the Party affected by the event shall be relieved of its contractual obligations and of the consequences of its default (penalties, compensation for damages). Force majeure shall be construed as the occurrence of an event or circumstance ("Force Majeure Event") that prevents one Party from fulfilling one or more contractual obligations, if, and to the extent to which, the Party under the impediment ("the Affected Party") demonstrates: a) that the impediment is beyond its reasonable control; b) that it could not reasonably have been foreseen at the time of signing of the contract; and c) that the effects of the impediment could not reasonably have been avoided or overcome by the Affected Party. The Party affected by the Force Majeure Event shall notify the other Party in a timely manner in writing.

1.5. The Parties agree that should the performance of the sales contract become disproportionately burdensome for the Seller due to price increases or other extraordinary events beyond its control and not foreseeable at the time of signing, the latter may request the renegotiation of the contract in order to restore its original fair balance, or its termination.

Examples of such non-foreseeable extraordinary events include significant changes in the prices of raw materials or utilities, wars, natural disasters, etc. The Seller shall notify the other Party of the event which has occurred and its intention to implement the clause without delay, also providing proof of the event's existence and impact. The Parties undertake to cooperate in good faith to find a solution which allows the contract to be continued on fair terms or, if this is impossible, to proceed to terminate it.

2. SHIPPING AND DELIVERY TERMS

2.1. Unless otherwise agreed in the confirmation of order, Products shall be delivered ex-works.

2.2. Unless specifically requested and agreed prior to the Confirmation of Order, the Seller does not guarantee that orders for any single article are all shipped from the same production lot.

2.3. Delivery terms are guideline and any extension of them shall not entitle the Purchaser to claim compensation, under any circumstances.

2.4. If the Purchaser fails to collect the goods within 14 (fourteen) days after the date of the notice that they are ready, the Seller will be forced for reasons of space to return the goods to the storage facilities, thereby incurring additional costs; the Seller specifically reserves the right to charge these additional costs to the Purchaser.

For "custom", i.e. bespoke, products under the "ATLAS CONCORDE HABITAT" brand only, the Purchaser is granted 40 days from notification that the goods are ready to arrange collection of the product. If the Purchaser fails to collect the goods within 40 days, the Seller shall hold the product at the Purchaser's disposal for a further 20 days, after which the contract shall be considered rescinded and the Seller shall be entitled to a penalty in compensation for the damages incurred, set hereby as equal to the price of sale of the product; the Purchaser specifically waives all right to request reduction of this sum.

1/5

Ceramiche Atlas Concorde S.p.A.

2.5. **The Purchaser shall instruct the carrier to inspect the Products prior to loading and any objections concerning the state of the packaging and any discrepancies between the quantities loaded and those entered in the transport document shall be made at the time of loading and entered in all copies of the transport document. If no such entries are made, the Products loaded shall be considered to be undamaged and complete.**

2.6. **The Purchaser shall also instruct the carrier to check that the vehicle is suitable for the load in view of the nature of the Products, and to ensure that the goods are correctly loaded and stable, to prevent any breakages in transit and to comply with all safety provisions concerning the roadworthiness of the vehicle.**

2.7. Directive 2006/112/EC lays down that a company which sells goods with destination inside the European Union to another company established in a Member State is not obliged to apply VAT; however, Implementing Regulation 2018/1912 requires the seller company to provide proof of receipt of the goods in the country of destination, to be obtained within 90 days after delivery. Under the aforesaid regulations, the Seller will bill goods with destination inside the EU to Purchasers established in an EU Member State without applying VAT, but will request its Purchasers to provide their full cooperation and in all cases to sign the Declaration of Receipt of the goods by the specified deadlines. In the event that the Purchaser fails to return the signed Declaration within 90 days after the sale, the Seller will have no option but to charge it VAT at the rate in force in Italy at the time, calculated on the value of the goods sold and the relative secondary charges. Kindly note that Ceramiche Atlas Concorde sends the request to sign the aforesaid Declaration via the Adobe Sign digital signature system, and the Purchaser is required to add its signature by this means.

3. PRODUCT CHARACTERISTICS

3.1. The Seller declares that the Products comply with the applicable Italian and EU regulations for their sector.

3.2. **The Seller only guarantees the technical characteristics published on its website in the Technical Sheet document** (at the links <https://www.atlasconcorde.com/en/download-area> and <https://www.atlasplan.com/en/download/>).

3.3. The intended use stated by the Seller is always purely guideline, since **the Purchaser is always responsible for assessing the product's suitability for the specific conditions of use, considering the stresses and variables which may occur in the intended location and affect its characteristics**, such as intensity and type of a traffic (e.g. foot traffic with sand and debris present), any adverse weather conditions and any other situation to which the material may actually be exposed. **Any intended use different from and/or not compatible with the Seller's recommendations stated in its General Catalogues available at <https://www.atlasconcorde.com/en/download-area>, or the specific conditions of use, shall in no way constitute a defect in the product's quality and/or conformity, and therefore no conventional and/or legal warranty shall apply.**

3.4. Any illustrations and/or images of the Products which appear in the Seller's websites, brochures, catalogues, price lists or similar documents are purely guideline and illustrative. Similarly, samples and models only provide guidance concerning the Products' characteristics and are not binding on the Seller unless specifically referred to in the order confirmation as essential characteristics and/or qualities of the product. **Sales are therefore made "by Sample Type" and not "by Sample".**

4. CLAIMS AND WARRANTY FOR FAULTS

4.1. **Upon receipt of the Products, the Purchaser shall check them thoroughly, including the packaging**, by means of a visual inspection carried out in accordance with point 9 of the UNI EN ISO 10545-2 standards. Approval inspection of the tiled surface prior to installation consists of a visual examination (with the naked eye or with glasses if usually worn) of the surface from a distance of 1.0 metres vertically to it, or a tactile examination if necessary.

4.2. While the acceptability limits enforced by the EN 14411 (ISO 13006) international standard shall apply in all cases, the Parties accept as Identifiable Faults those Product defects immediately visible on receipt of the goods which make the material unfit for purpose or significantly reduce its value, including, for example:

- surface defects;
- defects in decoration (drips, stains, mixing of colours, nonconformity of colour shade, etc.);
- dimensional defects (working size, flatness, thickness, perpendicularity-straightness of edges);
- structural defects (cracks, chips, etc.).

Hidden Faults shall include, for example:

- cracks at right angles to edges or crazing after installation ("flaking") not due to incorrect cutting and installation after sale;
- tendency to stain, i.e. Products which retain dirt at an abnormal rate and are difficult to clean, not due to incorrect installation and/or maintenance;
- defects in shine, i.e. Products which with grazing light reflect the light differently to those next to them, said effect being unintentional and not identifiable by visual and/or tactile inspection.

4.2.1. For "Atlas Concorde" and "Atlas Plan" brand Slabs, considering their dimensional and production characteristics, the presence of slight surface irregularities that fall within the acceptability criteria set by the manufacturer and that do not affect the functionality and performance of the product is to be considered technically acceptable and cannot be contested. Any objections must be accompanied by photographic documentation in accordance with the testing methods provided for by current regulations. The criteria for the acceptability of surface irregularities, the testing methods and any other technical evaluation parameter are governed by the Technical Manuals of the products, available in the Download Area of the company websites (<https://www.atlasconcorde.com/en/download-area> and <https://www.atlasplan.com/en/download/>). The term "Slabs" refers to the 120x240, 120x278, 160x320, 159x324, 162x324 sizes and, more generally, all sizes that have at least one side greater than 120 cm, regardless of thickness.

4.3. The Seller's warranty applies exclusively to defects and defects attributable to the manufacturing process of the product. On the other hand, defects deriving from the processing of the product itself are completely excluded, meaning, not limited to, any shaping, drilling and/or cutting of "Atlas Concorde" and "Atlas Plan" branded tiles or Slabs, as well as any operation necessary for their final use.

However, the warranty remains applicable only if installation and processing are carried out in full compliance with the indications contained in the following technical documents, available in the Download Area of the company websites (<https://www.atlasconcorde.com/en/download-area> and <https://www.atlasplan.com/en/download/>), as well as in a workmanlike manner and, despite this, hidden defects attributable to the manufacturing process of the product occur:

- Tips for Installation, Cleaning and Maintenance
- Specific Technical Manual for Atlas Concorde Slabs, in 120x278 and 120x240 sizes
- Specific Technical Manual for Atlas Plan Slabs, in 160x320, 159x324 and 162x324 sizes

The Customer, as a professional operator in the sector, is required to verify the quality and workability of the material from the early stages of processing and transformation of the Slabs. It is in fact recognized that, during the aforementioned operations, a minimal percentage of physiological ruptures may occur. **If, however, the Customer finds, even in the initial stages of processing, an incidence of breakages or anomalies that is not consistent with the ordinary professional experience of the sector, he is required to immediately suspend the work and to promptly notify the Seller,** in order to jointly agree on the methods of managing the supply. The continuation of the work in the presence of such anomalies, in the absence of prior notice to the Seller, involves the assumption by the Customer of all related risks and responsibilities, with the consequent exclusion of any liability of the Seller for any further work carried out and for any requests for full or partial replacement of the material.

If the Customer detects flatness problems, he must document these defects by applying the method indicated in point 2.1 of the specific technical manuals mentioned above and/or according to the ISO 10545-2 reference standard.

4.4. The warranty is limited only to first grade Products and shall only apply on condition that Identifiable Faults in the goods are reported with 8 (eight) days after delivery, while Hidden Faults must be reported within 8 (eight) days after discovery and the relative right expires one year after delivery.

4.5.- In the event that the Purchaser detects Identifiable Faults, the whole lot of material must be kept at the Seller's disposal.

4.6. If it is confirmed that the Product has Identifiable Faults, as defined in point 4.2, **the Seller shall replace the faulty Product with another one with the same or superior characteristics; should this not be possible, the Seller shall apply an appropriate price reduction. As an alternative, the Purchaser may return the faulty Products and shall then be entitled to a refund of the price paid plus the transport cost, with no compensation for any other direct and/or indirect damage.**

4.7. The Seller's warranty shall be void if Products all or some of which are affected by Identifiable Faults have been installed and/or used and/or transformed in any way. **In this case, the Purchaser's action (i.e. the installation and/or use and/or transformation) shall constitute acceptance of the Product "as is";**

the Seller shall therefore not accept claims for Products that have already been installed and/or transformed and/or used, as this constitutes implicit acceptance of the Product.

4.8. If it is confirmed that the Product has Hidden Faults, as defined in point 4.2, **the Seller's warranty shall be limited to replacement of the material with another one with the same or superior characteristics, or if this is not possible to refund of the price paid plus freight costs. In all cases, the Seller's warranty for any direct and/or indirect damage in any way caused by the faulty product shall be limited to an amount that shall not be greater than twice the selling price charged by the Seller, in relation only to those goods which are faulty. It should be noted that, in any case, the Seller will not be required to pay any reimbursement for any work carried out on the material.**

4.9. In the event that the Purchaser resells the Product to parties who enjoy safeguards under consumer protection legislation (in Italy, Decree Law no. 206/2005), the Purchaser shall be responsible for the conditions applied, if different from those stated herein, and shall ensure that the consumer is able to exercise their rights in accordance with the remedies and terms established by the said legislation. If there are the grounds for the Purchaser to exercise the right of recourse and/or to make a claim against the Seller/manufacturer, the said action shall be subject to the exemptions and limits contained in points 3.2 to 4.8. and points 4.10., 4.11. and 4.12. herein.

4.10. Before handling the Products, the Purchaser shall check the packaging for damage and verify its strength. **For specific types of packaging** (for example, "Packaging for one or more slabs", such as the "Atlas Concorde Pack" or "EasyPack") **the Purchaser shall comply strictly with the instructions and precautions for handling and use marked on the said packaging and provided on the website at <https://lc.cx/dzweIC>.** The Seller does not accept any liability arising from failure to comply with the instructions and/or warnings, or for nonconforming use.

4.11. **"Packaging for one or more slabs", such as the "Atlas Concorde Pack" or "EasyPack", must only be used for the Seller's Products.**

4.12. **Products must be used and handled in accordance with the Seller's instructions and all applicable regulations, especially those regarding safety.** Using and/or processing and/or handling the Products without due care and/or incorrectly and/or without adopting the necessary precautions may cause serious personal injury and/or damage to property.

5. PAYMENTS

5.1. **The Purchaser shall not suspend or delay payment for the material of which it has taken delivery for any reason, including claimed faults or defects in the material, except naturally for the right to request sums it can show that it has paid unduly.**

5.2. For all legal intents and purposes the payment shall only be made to the Seller's registered office, except with specific written authorisation.

5.3. Sums due to the Seller shall not be written off against claimed credits which are not agreed to and/or specifically recognised in writing.

6. CONTRACT LANGUAGE, APPLICABLE LAW, JURISDICTION AND AUTHORITY

6.1. The Contract and these Conditions are drafted in Italian, and in case of discrepancies with translations into other languages the Italian text shall prevail. The Italian text is available at the following link: <https://www.atlasconcorde.com/it/condizioni-general-di-vendita>.

6.2. Any disputes relating in any way to the supply of products shall be subject to Italian law and the jurisdiction of the Italian State.

6.3. The Law Court of Modena shall have sole territorial authority for the settlement of any dispute relating in any way to the supply of products, with all others excluded.

7. CLAUSE D.LGS. 231/2001 – CODE OF ETHICS

7.1. The Purchaser declares that he/she is aware of the provisions of Legislative Decree no. 231 of 8 June 2001 and that he/she is aware of the administrative liability regime of entities provided for therein.

7.2. The Purchaser undertakes, in the execution of this contract, to comply with the principles of legality, fairness and transparency and to refrain from any conduct capable of integrating the types of offences provided for by the same decree.

7.3. The Purchaser declares that he/she is aware of the Code of Ethics and the Organization, Management and Control Model adopted by Ceramiche Atlas Concorde S.p.A., available on its website, and undertakes to comply with its contents.

7.4. Violation of this clause constitutes a serious breach of contract and gives Ceramiche Atlas Concorde S.p.A. the right to terminate the contract pursuant to and for the purposes of art. 1456 of the Italian Civil Code, without prejudice to compensation for any damage suffered.

Place _____, date _____

The Seller

The Purchaser

The Purchaser hereby confirms that the above general conditions have been negotiated with the Seller and declares that it has specifically read and approved those relating to the procedures for the finalisation of the contract (point 1.3.), claims and warranty for faults (points 4.6 and 4.8.), payments (point 5.1.) and contract language, applicable law, jurisdiction and authority (point 6.3.).

The Purchaser
