

GENERAL CONDITIONS OF SALE - STORES

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These general conditions of sale are aimed at regulating the common aspects of the sales of products of BayKer Italia S.p.A., owner of the “Iperceramica” brand, at any one of the shops situated in the Italian territory. Where not otherwise agreed between the parties, these general conditions of sale, considered to be known by purchasers, being published on the www.iperceramica.it website and handed out upon every purchase, shall regulate every sale made by BayKer Italia S.p.A.. It is expressly understood that nothing in the general conditions of sale can be considered as aimed at waiving mandatory legal provisions or, in any case, at depriving purchasers acting in the capacity of consumers (in accordance with Leg. Dec. 6.9.2005, no. 206, of the so-called Consumer Code) of the guarantees and protection that the law offers them.

Art. 1 Definitions

The following listed terms, if starting with a capital letter, shall have the following indicated meaning in the interpretation of these conditions:

- a. **“BayKer”**: means BayKer Italia S.p.A., a company regulated by Italian law with registered office in Fiorano Modenese (Modena) at Via Pedemontana no. 13, Tax Code and VAT no. 02732900366, R.E.A. (Economic Administrative Index): MO-347932, share capital of euro 750,000.00 fully-paid, certified e-mail address: bayker@pec.bayker.it; e-mail: shop@iperceramica.it; telephone: +39 0536 1846400; fax: +39 0536 1846404.
- b. **“Customer”**: means the person, consumer or professional according to Leg. Dec. 206/2005, who purchases one or more Products from BayKer.
- c. **“Consumer”**: means a physical person that purchases one or more Products for purposes extraneous to the business, commercial, craft or profession activity that he/she carries on.
- d. **“Goods”**: means the Products that are purchased by a Customer.
- e. **“Order”**: means the summary of the Goods purchased by the Customer further to acceptance of a quotation. The Order only has value within the BayKer organisation, for correct warehouse handling and the management of transportation; it does not replace the contract which has already been formed between the parties.
- f. **“Products”**: means the goods that are offered on sale by BayKer on the Website.

Art. 2 Subject matter

- a. The subject matter of any contractual relationship between BayKer and the Customer is the sale (as defined by arts. 1470 and following of the Italian Civil Code or, in the event of purchases made by Consumers, by art. 45, para. 1, letter e) of the Consumer Code) of Products.
- b. In general, BayKer's staff do not provide consultancy with regards either to the selection of Products or for the design of the works that the Customer intends to carry out; when the Goods have been chosen by the Customer, any liability on the part of BayKer is excluded if they don't have the technical characteristics (shape, dimensions, etc.) suitable for the use that the Customer actually wishes to make, or in the event of the purchase of an inadequate number of Products in relation to the Customer's actual needs. A rendering service is available in a number of shops to allow Customers to see a simulation of the result of the laying and/or installation of the Products that they intend to purchase. In these cases, the service is offered free and on the basis of the measurements provided by the Customer; any liability deriving from incorrect measurements of environments is excluded. Customers are advised that Products different in shape, colour and material are equally suitable for the purpose that they may have in mind. The choice of Products falls in all cases to the Customer, with the aim of avoiding any dispute of a merely aesthetic and/or personal taste point of view.
- c. In all cases of delivery of the Goods to an Iperceramica shop, the Customer shall be called upon to arrange personally (or also through the help of third parties engaged by the Customer) the loading of the Goods on the means of transport. Any liability of BayKer in relation to damages caused to the Goods during loading and/or handling (subsequent to delivery) is excluded.
- d. Only in the event of delivery of the Goods to their place of residence can Customers request a quotation for portage costs for transport of the Goods from road level to the place where the Goods have to be installed or laid. The Customer will always be free to accept or not the quotation for this service. If this cost has not been expressly quoted and accepted by the Customer, delivery of the Goods shall take effect at road level (as provided for by article 6.b) which follows.

Art. 3 Formation of the sales contract

- a. Customers can receive a detailed quotation for the purchase of one or more Products in any Iperceramica shop, including the relative cost of any transport service (in the event the Customer wishes delivery to their place of residence) and/or portage costs (as provided for in article 2.d) above). The quotation constitutes a contractual offer on the part of BayKer which the Customer is free to accept or not. Unless otherwise indicated by BayKer to the Customer upon the issue of the quotation, the latter shall be valid for 7 (seven) calendar days; within this term, therefore, the Customer can freely choose whether to accept it, and therefore to proceed with the purchase, or to reject it. In the absence of acceptance in the valid term as indicated above, the quotation shall be considered as rejected; any hypothesis of completion of the contract through silent assent or, in any case, with tacit consent is, therefore, excluded. Equally, **any form of verbal contract** for the purchase of Products on the part of the Customer, **is excluded**.
- b. Acceptance of the quotation completes a sales contract upon its communication to BayKer. The Customer's acceptance can occur in written form by signing the quotation and/or the Order.
- c. A contract formed with the acceptance of the quotation on the part of the Customer replaces and annuls any previous agreement reached between the parties and referring to the goods sold. The contract thus formed may only be modified in writing.

Art. 4 Delivery of the Goods

- a. The Customer acknowledges and recognises that the Products are not manufactured by BayKer and that, therefore, the delivery times for the Goods depend also on availability in stock. In general, BayKer undertakes to deliver the Goods in compliance with the term provided for by art. 61 Leg. Dec. 206/2005 and, therefore, within 30 (thirty) days from purchase.
- b. Before the Customer concludes a purchase, the Customer will be informed on the availability of the Products and of the possibility that delivery may be delayed. Specifically, the following three distinct situations could arise:
 - I. the Products for which the Customer has requested a quotation are available at BayKer's central warehouse when the quotation is made; or
 - II. the Products in question are not available in the warehouse but BayKer will arrange for their arrival at its site in Fiorano Modenese by means of orders already accepted by its suppliers: or still,
 - III. the Products are not in the catalogue, or have to be made ad hoc for the Customer.
- c. In the cases as per of articles 4.b.ii) and 4.b.iii), delivery may not be possible within thirty days from the purchase for reasons outside BayKer's control. In such circumstances the Customer shall be informed before making any commitment with respect to BayKer and will be free to choose whether to proceed with the purchase or not, accepting or not a delivery time longer than that provided for by art. 61 Leg. Dec. 206/2005.
- d. Any delays and all events outside the control of BayKer and/or its personnel and which effectively prevent or delay the fulfilment of the obligations assumed, are considered as causes of force majeure and therefore not attributable to BayKer. Such events include, merely by way of example, strikes, riots, acts of war and/or terrorism, earthquakes, tsunamis, landslides and other natural catastrophes, restrictions of the circulation and/or sale of goods by order of the authorities (whatever the form of such prohibitions), epidemics and/or pandemics, lockdowns, etc.

Art. 5 Collection of the Goods at an Iperceramica point of sale

- a. If the shop has a warehouse, the Customer may collect their Goods at the same shop where the purchase was made. As soon as the Goods purchased by the Customer are ready for delivery, they will be contacted by e-mail or text message (using for this purpose the details that the same Customer will have provided when making the purchase). From the communication of availability of the Goods, the Customer will have a term of 30 (thirty) days (unless there is a different agreement between the parties) for the collection of the Goods at the shop where they have been purchased. The above is naturally without prejudice to the Customer's right to collect the same Goods also before the expiry of the term.
- b. The failed collection of the Goods within the above term shall imply a penalty of 1% (one percent) of the value of the Goods for every calendar day of delay; the above penalty shall be compensation for the harm caused to BayKer for costs for storage, transport and handling of the Goods. The maximum amount of penalty for delayed collection of the Goods is the lower of 20% of their value and the fixed figure of euro 500.00 (in letters, euro Five hundred).
- c. Except in the event of unforeseeable circumstances or force majeure, if the Customer does not arrange for the collection of the Goods even within 20 days after the 30th day from the notice of availability, the Customer shall be considered as in serious breach, with BayKer having the consequent right to demand performance or the termination of the contract (without prejudice, in all events, to compensation for damage) pursuant to art. 1453 c.c.

- d. The Customer or their representative must be present for collection of the Goods from the shop. In the second case, the person assigned to the collection must have a written proxy; a form for issuing such proxy shall be handed to the Customer upon the formation of the sales contract.
- e. According to provisions of BayKer's organisation model, adopted pursuant to Leg. Dec. 231/2001, upon the collection of the Goods, the Customer or their representative, shall be requested to sign the invoice for receipt of the Goods, certifying their qualitative-quantitative conformity (subject to a check of them).

Art. 6 Delivery of the Goods with transport to destination

- a. For every purchase made at shops that do not have their own warehouse or, however, when the Customer also purchases transport to destination, the Goods will be delivered to the address specified by the Customer. Delivery is made to destination throughout the national territory, with the exception of the Venetian lagoon and the smaller islands, by specialized carriers appointed by BayKer. The Customer may request, when the quotation is being drawn up, if it is possible to make an exception to the exclusions referred to above, and, therefore, obtain delivery to the Venetian lagoon and/or the smaller islands and/or abroad. If possible, BayKer shall provide the Customer, before they proceed with the purchase, a detailed quotation of the relative cost, without the Customer being obliged to accept the quotation.
- b. **The Goods will be unloaded on the side of the road**, near the street number indicated by the Customer, in the most suitable place for unloading which is accessible to the means of transport and where the parking of the means of transport is permitted. If it is not possible to reach the address indicated by the Customer due to impediments or particular conditions linked to access ways, the delivery shall occur at the nearest point where the means of transport can access (a portage service to the street number is not, however, envisaged, unless this additional service has been requested according to the provisions of art. 2 d) above).
- c. As soon as the Goods have been assigned by BayKer to the carrier, the latter shall contact the Customer to inform them and agree on a date and time for delivery at the address indicated by the Customer, upon making the purchase, in the following 5 (five) days. In the event the Customer is not able to receive the Goods purchased within five days after being contacted by the carrier or, in any case, intends to delay the delivery, storage costs shall be charged to the Customer. The Customer acknowledges that **delivery is made in time slots and, as a result, a specific time cannot be agreed**. The carrier shall make a single attempt at delivery on the agreed date in the agreed time slot. If delivery isn't made due to the Customer's absence or, in any case, for reasons attributable to them, the Goods shall return to the carrier's warehouse; in these cases, the Customer shall have the responsibility to contact the carrier and agree with them on the means for collecting the material from the latter's warehouse. As an alternative to the above collection, the Customer can contact BayKer to agree a new shipment; in this case, the Customer shall arrange, before the new shipment, to refund BayKer the cost incurred by it for storage and redelivery costs. The expenses and costs shall be explained to the Customer beforehand, so that the latter can choose whether to request a new delivery or arrange for collection of the Goods from the carrier's warehouse. If it is not possible to unload the Goods on a single occasion due to access limitations to the destination, BayKer has the right to make a series of deliveries, giving the Customer reasonable notice.
- d. **The unloading of the Goods** from the means of transport, being a critical operation for safeguarding the good condition of the goods transported, **must be carried out by the carrier** and only using their equipment. BayKer is not liable for damages caused by the

Customer in the event they personally or through personnel, arrange for the unloading of the Goods. The disposal of the pallets and the packaging used for the delivery is the sole responsibility of the Customer.

- e. Upon the drawing up of the quotation, the Customer must specify if the destination chosen is easily reachable by means of transport and/or if there are particular impediments and/or limitations (e.g., no access, no parking or stopping, the inaccessibility of the road for tail-lift vehicles, etc.) for transport purposes. The quotation shall, therefore, be drawn up on the basis of the information provided by the Customer and take account of the increase in costs due to delivery difficulties. The Customer shall always be free to refuse the quotation.
- f. The Customer, in providing data relating to the delivery address, guarantees its correctness. The Customer is informed that the transport companies shall be engaged by BayKer on the basis of the information received; as a result, in the event of errors (by way of example, wrong post code, address, location, etc.), the transport may not take place, suffer delays and/or involve the charging of extra costs which are impossible to estimate (being dependent upon incorrect information that the Customer has provided). The Customer releases BayKer from any liability and or claim that may derive from the provision of inexact data. A request for a change of delivery address subsequent to the completion of the purchase may always be communicated in writing to BayKer, which reserves the right to evaluate whether to proceed on that basis.

Art. 7 Payment

- a. The following means of payment are accepted by BayKer:
 - I. cash (provided respecting the limits imposed by anti-money-laundering laws);
 - II. non-transferable bank cheque (always subject to the successful completion of the payment). This means of payment is not accepted for full settlement but only for down-payments;
 - III. credit card, debit card or cash card;
 - IV. bank transfer. This means of payment is not accepted for full settlement but only for down-payments.
- b. Except in the event of different agreement between the parties, the Customer must settle the entire price of the Goods within 7 (seven) days from acceptance of the quotation, an essential term in the interest of the seller in order to guarantee a correct and efficient organisation of supplies and warehouse management. Failed compliance with the term of 7 (seven) days for payment will imply the termination of the contract pursuant to art. 1457 of the Italian Civil Code. The Customer acknowledges that the Goods cannot be collected without full settlement of their price, and that a delay in payment of full settlement may cause delays in the delivery of the Goods.
- c. It is not possible for BayKer to proceed with the delivery of the Goods before having collected the price for them in full, including any transport costs. As a result, in the event of payment by bank transfer or by cheque, the Customer must ensure the successful completion of the crediting of the sum within the term as per articles 7.b) above.
- d. For security purposes regarding transactions, BayKer reserves the right to request the exhibition of an identity document of the holder of a credit card.
- e. BayKer shall issue an invoice in relation to the sale of all Goods. Reference shall be made to the information provided by the Customer with the "Personal details" form for the issue of the invoice. No variation of the data shall be possible after the invoice has been issued.

Art. 8 Check of the products

- a. **Upon delivery of the Goods, the Customer is requested to check their condition** and if appropriate, to report to BayKer those flaws that a person of average diligence could find after a careful inspection of the Goods. The Customer is, then, obliged to report the presence of obvious flaws in the Goods within the legal term and, in all events, before installing the Goods. BayKer shall not be liable for the installation costs of Goods clearly flawed or not conforming to what has been agreed, or for costs necessary for their removal and/or restoration of the premises and/or for any indirect and/or consequential damage that could have been avoided using ordinary diligence in examining the Goods.
- b. In all cases of Goods that the Customer does not collect directly in the shop, the Customer is called upon to promptly report reservations in the event of damage during transport. In general, the Customer is obliged to act according to good faith and to take initiatives that, without causing undue sacrifice, safeguard BayKer's possibility of recourse against the carrier.
- c. The Customer acknowledges and recognises that BayKer does not offer guarantees different from those provided for by law; these guarantees differ, however, according to whether or not the Customer is acting in the capacity of Consumer. A summary of the contents of the guarantee attributed to Consumers is available at the address: <https://www.iperceramica.it/en/ita/legal-guarantee>.
- d. In order to permit a rapid management of the dispute, the Customer is invited to provide, upon making the claim (to be sent to the address indicated in Art. 9 below), the following listed information: the order number, the invoice number, the name of the product and its code, the quantity, the nature and description of the flaw and/or non-conformity. If possible, the Customer may provide photographic documentation supporting their claim.
- e. The Customer acknowledges and recognises that the Goods, and in particular ceramic products, could have a colour shade slightly different from the sample seen by the Customer. Given that colour differences are tolerated in the trading of ceramic products, and that they are impossible to predict and/or prevent, it is understood between the parties that the delivery of material with a slightly different shade compared to the samples seen does not constitute a breach on the part of BayKer.

Art. 9 Claims

BayKer undertakes, as per its Ethical Code, to manage complaints with courtesy, correctness and professionalism, ensuring that a full and clear response is given to the Customer in the technical times necessary for ascertaining the presence of the claimed flaw and its cause. To this end, the Customer will be able to address their complaints writing to the following e-mail address: reclami@iperceramica.it. The above is, in all events, without prejudice to the Customer being able to go to the point of sale where they purchased the Goods that they claim are flawed, and submit their claim. A page dedicated to complaints is also made available to Customers at the following address: <https://www.iperceramica.it/en/ita/contact-us>.

Art. 10 Management of disputes and their settlement out of court

- a. BayKer promotes and encourages out of court solutions for the settlement of disputes with its clientele.
- b. Without prejudice to any access to justice and the identification of the competent judge (especially in the case of contracts entered into by Consumers), BayKer undertakes to participate in procedures for the out-of-court settlement of disputes. Specifically, BayKer takes part in mediation procedures (voluntary or mandatory) that are initiated by its customers, whether consumers or businesses, in relation to any complaint before one of the mediation bodies accredited by the Ministry of Justice. Further information, and a link to the

accredited bodies are available on the Ministry of Justice website at the following address:
<https://www.iperceramica.it/en/ita/conciliation>

- c. In addition to the above, Customers are herewith informed that the European Commission has set up a European platform for the independent, impartial, transparent, effective, rapid and fair out-of-court resolution of online disputes between consumers and professionals. As a result, Customers that act in the capacity of Consumers can submit a complaint through the platform for online dispute resolution (ODR) set up by the European Commission, available at the following address:
<https://ec.europa.eu/consumers/odr/main/?event=main.complaints.screeningphase>. If a Customer wishes to initiate proceedings against BayKer, they can utilise the following e-mail address: reclami@iperceramica.it.