

GENERAL TERMS AND CONFITIONS OF SALE

Products are sold in accordance with the following General Terms and Conditions of Sale, which, where not derogated from particular conditions expressly accepted by Newfloor Srl, prevail over any other different terms.

1. CONCLUSION OF THE SALES CONTRACT

- 1.1 The Proposta di Fornitura ("Offer") shall be signed in the appropriate spaces on the Newfloor Srl form.
- 1.2 Offers shall be considered accepted by Newfloor Srl exclusively under the terms and conditions specified in the Quotation. Those Offers sent directly by Newfloor Srl shall be considered confirmed. In case of absence of a signed Offer, the possible collection of a bank deposit will not constitute tacit acceptance of the Offer itself.
- 1.3 Even after confirmation, Newfloor Srl reserves the right to make technical changes to the products that may be necessary or just appropriate to ensure the quality of the product.
- 1.4 The cancellation of an Offer, or part of it, by the Buyer must be communicated within 5 days form the signed of the Offer and will not take effect without prior written authorization by Newfloor Srl.
- 1.5 Cancellations will not be accepted for orders requiring urgent material preparation, with delivery requested within 7 working days from the date of acceptance.

2. PAYMENT

- 2.1 Payment terms run from the invoice date, or from the terms agreed in the Offer.
- 2.2 All payments must be made directly to Newfloor Srl.
- 2.3 The products remain property of Newfloor Srl until their full payment. If the Buyer resells the products before their full payment, the products will remain the property of Newfloor Srl.

3. FAILURE OR DELAYED PAYMENT

- 3.1 Failure to comply the agreed payment terms will make any sum due by the Buyer immediately payable under art. 1186 of the Italian Civil Code. The Buyer will be responsible to pay default interests calculated according to DL n. 192 of the year 2012, with the right of Newfloor Srl to terminate the Contract and claim compensation for damages, after 15 days from the date of the payment indicated on the notice of fulfil.
- 3.2 Any payment delay will entitle Newfloor Srl to suspend the production and/or delivery of the products and to withhold any sum received as a penalty, with the right of compensation for greater losses.

4. PRODUCTS DELIVERY

- 4.1 The Buyer is responsible for the goods' transportation also in relation to delivery times, even if Newfloor Srl provides the transport service. The delivery terms are based on Incoterms® 2020. EXW - Ex Works is generally used for sales within the EU territory and FCA - Codevigo (PD) Italy for sales outside the EU destinations, with a small contribution agreed at the time of the order. Different delivery terms shall be agreed and reported in the Offer. Newfloor Srl shall not be considered responsible for the rules, regulations and customs relating to custom offices in Countries other than Italy. The goods, collected by the Buyer and delivered to the indicated address, are considered definitively verified and accepted at the time of the collection. Any complaints related to defects or quality of the products shall be in writing within 8 days of delivery. After this period, no exceptions can be made in order to delay or suspend the payment of the total amount agreed and invoiced by Newfloor Srl. Buyer's carrier/forwarder must provide authorization upon collection of the products.
- 4.2 The delivery terms indicated in the Offer are not considered essential. In case that a bank deposit in advance is required or Newfloor Srl manufactures materials supplied in free issue by the customer, the delivery terms will begin from the date of receipt the bank deposit or the material to be processed.
- 4.3 All materials related to raised access floor cannot be overlapped or stackable. The packaging pallets are usually in cardboard. Therefore, the products shall only be transported by curtain-sided trucks.

5. PRODUCTS

- 5.1 Newfloor Srl products are produced in Italy according to the norm EN12825, regardless of the country of destination.

6. DELAY OR FAILURE TO COLLECT

- 6.1 If the Buyer delays the collection or receipt of the products for more than 30 days, Newfloor Srl reserves the right to proceed with advanced invoicing. In any case, all costs associated with storage, other extra costs and the responsibility for product custody will be charged to the Buyer.
- 6.2 If the Buyer refuses to deliver the products or individual lots, Newfloor S.r.l will have the right to issue an invoice for the amount due, according to the agreed terms. The Buyer will also indemnify Newfloor Srl for storage costs of the goods equal to € 20,00 cubic meter/month. The storage service is not performed in the months of July, August and December. After 60 days, if the goods will not be collected, Newfloor Srl may terminate the contract with a written warning, according to Art. 1454 of the Italian Civil Code, and resell the uncollected products at the best price, with the right to compensation for the suffered damage.

7. TECHNICAL CONDITIONS OF STORAGE, MAINTENANCE AND POSSIBLE DISPOSAL OF PRODUCTS

- 7.1 It will be responsibility of the Buyer to ensure that the products supplied by Newfloor Srl are installed exclusively in environment with temperature and relative humidity conditions suitable for the purpose and that these conditions are maintained for the entire period of use of the product itself. The products shall be stored and installed in dry and protected rooms with the following conditions (except for special materials for which the specific storage and installation conditions will be communicated):
 - Temperature between **+5°C** and **+35°C (only for natural wood finish: between +15°C and +35°C)**
 - Relative humidity between **40%** and **75% (only for natural wood finish: between 45% and 60%)**.

If there are pipes with fluids under the floor at a temperature causing thermohygrometric conditions (local or generalized), that differ from those indicated, the heat sources shall be properly insulated and ventilated.

At the time of installation, the masonry works shall be completed for at least **30 days** and the wet finishing works for at least **15 days**. The area shall be equipped with adequate windows and roofs.

- 7.2 The support slab must be dry (4% relative humidity), smooth, clean and comparable to a finished surface with a fine trowel or equivalent.

Environment conditions for storage:

- 7.3 The Buyer is responsible for environmental climatic conditions of the area, ensuring the slow, gradual and homogeneous airflow, avoiding any sudden changes.
- 7.4 Because of their nature, all materials are subjected to dimensional changes when varying the thermohygrometric conditions of the environment where they are stored and installed.
- 7.5 Within the hygrometric limit values set at point 7.1, the variations of the material do not have visible effects. Instead, beyond these values, product variation may produce visible effects. These effects cannot be contested in any way to Newfloor Srl since they are characteristic of the nature of the product itself.

Cleaning:

- 7.6 Cleaning the top covering is the unique daily maintenance required on the raised access floor and loose-lay modular flooring system. The surface cleaning phase shall be carried out with care and scrupulosity according to the type of material chosen and to specific instructions provided also by the coating manufacturer.

- 7.7 Newfloor Srl does not assume any responsibility for the maintenance methods indicated by the coating manufacturers and the effects that these may have on the finished products in terms of physical, performance and/or aesthetic characteristics.

Methods and products for daily maintenance of finishes:

- 7.8 The range of possible coatings applicable to a modular raised floor can be summarized as follows:

- Carpet
- High pressure laminate (HPL)
- Vinyl (Pvc)
- Linoleum
- Rubber
- Natural Stones
- Reconstituted Stones
- Porcelain Gres
- Natural hardwood
- 'Rigid' stainless steel
- Glass

All the above materials require specific cleaning treatments recommended by the manufacturer of the same.

7.9 In general, regardless of the finish selected by the customer, these operations shall not cause any damage to the panel and/or the substructure.

7.10 Therefore, it is essential to follow specific rules and operate as follow:

- install the raised floor in areas that are as "finish" as possible and just before positioning the furniture, considering the delicacy of the finishes of the floor (as well as for the furniture);
- protect the surface to avoid damage caused by subsequent processing in the environment. The protection is not necessary for the raised system but for the finish selected by the Buyer.

7.11 The cleaning operations of the products shall be carried out without direct use of water or steam, and with a damp or dry cloth.

7.12 If the manufacturer of the top covering indicates that water shall be used for cleaning operations, it is recommended to use the minimum quantity possible. In any case, avoid infiltrations between modules to prevent humidity due to stagnation in the core of the panel, in its finishes and at the junctions between them. Moreover, it should be noted that underfloor cavities usually house electrical and telematics systems that do not tolerate the presence of water.

7.13 Neutral and water-base detergent products shall be used for cleaning. Whatever the origin of the detergent, the Buyer shall ensure that it presents the following properties:

- Neutral PH (neither acid nor basic)
- Total absence of solvents.

7.14 Furthermore, if the floor requires waxing or brightening treatments, it is necessary to check whether the products used meet the characteristics listed above.

7.15 The Buyer shall clearly specify the above information, as the incorrect use of detergents could cause damages to the finishes and to the modular panels as well over time.

8. PROCESSING OF FINISHES SUPPLIED BY THE BUYER

8.1 In the event that, for the manufacturing of the modular panels or the self-laying flooring, the material used is supplied by the Buyer, the latter assumes the responsibility for the quality and eligibility of the material supplied to Newfloor Srl, waiving any claims regarding non-uniform shades and/or colours, surface defects, dimensions, performance characteristics, aesthetic and resistance.

8.2 The Buyer is aware that all the tests and certificates carried out by Newfloor Srl on the products and the data on the technical sheets refer to medium/high quality finishes supplied by regular commercial partners. It is possible that these data differ from those of the products supplied in free issue. Therefore, the Buyer expressly exempts Newfloor Srl from any responsibility when the technical data of the products supplied in free issue differ from those in the technical sheets.

9. TECHNICAL INSTALLATIONS CONDITIONS

9.1 The Buyer is responsible for any damage caused to the products or people during installation as well as any other damage resulting from defects on the construction site and/or failure to comply with the technical installation requirements.

9.2 Newfloor Srl recommends a linear and non-staggered installation of the panels, especially in case of rectangular panels (e.g. 40x80 cm, 50x100 cm and 60x120 cm), in order to avoid non-planarity and instability. Therefore, if the Buyer proceeds with different installation method than recommended, Newfloor Srl declines any responsibility for anomalies.

10. DELAYS IN DELIVERY

10.1 In case of any delays in the production and/or delivery of the material by Newfloor Srl, the contract may be terminated if the delays exceed 90 days from the date of receipt of the warning notice.

10.2 In the event of strikes, union actions, flukes, fires, shortages or absence of raw materials, delays caused by the transportation system and/or by suppliers, adaptations to public authority measures, street riots, wars, natural events, pandemic, embargoes, force majeure or any other cause beyond the reasonable control of Newfloor Srl, the validity of the delivery terms will be suspended. Newfloor Srl cannot be considered responsible for such events, even for delays in the agreed terms.

10.3 The Parties will have the right to terminate the contract if the impediment persists for more than 3 months. Newfloor Srl will be entitled to receive payment for the products supplied and produced up to that time.

11. PRODUCTS PRICE

11.1 The prices include standard packaging and loading on a carrier at Newfloor Srl factory (ex-works). Any special packaging or particular treatment shall be quoted separately. The standard packaging includes cardboard cap and wooden pallet. Newfloor Srl declines any responsibility for packaging requested from custom offices other than the Italian one.

11.2 Newfloor Srl follows specific coefficients for the calculation of the products to supply. In particular, the number of panels is calculated dividing the square meter by the coefficient 0,36 (in case of standard panels with nominal dimension 60x60 cm) or for other appropriate coefficient for panels of different sizes; the substructure includes 3,2 pedestals and 5,6 stringers per square meter.

11.3 The total quantity supplied may include up to 3% of second choice material, which can be used for the perimeters. The material will be properly marked.

12. WARRANTY AND COMPLAINTS

12.1 The products are guaranteed within tolerances of use and against defects in material and manufacturing, according to the technical specifications and conditions provided by Newfloor Srl. Defects resulting from incorrect storage, installation, or maintenance are not covered by the warranty.

12.2 If the top covering is made of materials of natural origin (natural hardwood, stone, reconstituted stone, etc.), Newfloor Srl declines any responsibility for colour variations and shades, etc. No warranty is provided for those products supplied in free issue by the Buyer. In particular, Newfloor Srl does not assume responsibility for differences in colour and shade, in the grain of textile, vinyl, linoleum, natural stone, wood, etc., or for the eligibility of such materials used as product's surface covering.

12.3 The warranty lasts for 12 months from delivery. The Buyer shall examine each lot upon delivery, notifying any discrepancies in weight and/or quantity of the products to the carrier at that time of delivery, as well as communicate in writing to Newfloor Srl within the following 8 days. The Buyer shall keep the disputed products available for Newfloor Srl for a reasonable period of time, in order to conduct the necessary controls.

12.4 Warranty obligations of Newfloor Srl are limited to the free replacement of defective products, with normal technical production times. Any further warranty or indemnity, legal or conventional, is excluded.

12.5 The warranty does not apply if the Buyer is not aligned with the payments or if the products have been used improperly, without following the technical and/or maintenance data sheet provided by Newfloor Srl.

13. PRIVACY

13.1 According to article 13 EU Reg. 2016/679 – GDPR – Informative for processing personal data collected from the interested Party - the Buyer's data will be processed exclusively in order to fulfil the legal obligations arising from the contract stipulated with Newfloor Srl. The collected data will be communicated to the authorized Bodies for purpose of managing payments.

14. TECHNICAL ARBITRATION

14.1 If a dispute arises about the eligibility of the products, the decision shall be delegated to a technician designated by the President of the Order of Engineers of Padua (IT). The technician shall decide within 30 days and the decision will be "super partes", binding even in the eventual decision that the parties may agree. The losing Party is responsible for the appraisal costs.

15. JURISDICTION AND COMPETENT COURT – APPLICABLE LAW

15.1 With the exception of the previous point 14.1, for any dispute the jurisdiction shall be devolved according to the art. 4 of Law 218/1995 to the Italian Authority, even if the Buyer does not have a registered office, domicile or representation in Italy. The only competent court is the Court of Padua.

15.2 The Parties agree that these General Terms and Conditions of Sale are governed by the Italian Law, even if the Buyer does not have a registered office, domicile or representation in Italy.

16. LANGUAGE

16.1 The text of these General Conditions of Sale is executed in Italian, the translation in English language is only for informational purposes. Therefore, in case of any discrepancy, the text in Italian language shall prevail on the text in English.

17. FINAL PROVISIONS

17.1 If Newfloor Srl fails to exercise a right or faculty recognized by these General Terms and Conditions, this does not imply an express disclaimer of this right or faculty, nor prevent Newfloor Srl from subsequently claiming the timely and rigorous application of all the clauses contained herein.

17.2 Any communication between the Parties will be valid only in writing.

Date:

NEWFLOOR SRL

Chikra Maffera
Chikra Maffera
CEO - Amministratore Delegato

THE BUYER

Read the articles: 1. (Conclusion of the sales contract); 1.3 (Change in products); 3.2 (Right of suspension); 5.(Products); 8. (Manufacturing of products supply in free issue); 10. (Delays in delivery); 12. (Warranty); 13. (Privacy); 14.1 (Technical arbitration); 15. (Jurisdiction and applicable Law); 16. (Language) and 17. (Final Provisions) of these General Terms and Condition of Sales, the Buyer declares to accept unconditionally and without any reservation, also pursuant to articles 1341 and 1342 of the Italian Civil Code.

NEWFLOOR SRL

Chikra Maffera
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CEO - Amministratore Delegato

THE BUYER
