

#### 1 - Applicability of Conditions

1.1. The general conditions listed and specified below - hereinafter referred to as the "CONDITIONS" - form an integral part of the contract for the purchase and sale of mosaics and other ceramic products - hereinafter referred to as the "PRODUCT" or the "PRODUCTS" - manufactured by Margres and Love Tiles - Gres Panaria Portugal, S.A., also referred to as the "MANUFACTURER".

1.2. Except in specific or exceptional cases, in which the application of these conditions is expressly modified by written agreement and signed by the MANUFACTURER, they represent the exclusive conditions applied to such sale. If one or more parts of these CONDITIONS or contracts, individually considered and of which they form part, are in any way deemed null and void, invalid or unenforceable by reason of force majeure, the general or particular CONDITIONS shall remain valid as a whole and the invalid conditions shall be replaced by new provisions reproducing, as far as possible, the original intention of the parties.

1.3. Sales made by our company are governed by the United Nations Convention on Contracts for the International Sale of Goods (CISG — Vienna, 1980). The parties agree that all matters relating to the formation of the contract, its performance, non-conformity, warranties, liabilities, and the parties' rights shall be interpreted in accordance with the CISG. The buyer undertakes to examine the goods and to notify any lack of conformity within the time limits set out in Articles 38 and 39 of the Convention, unless otherwise contractually agreed.

#### 2 - Execution of the Sales Contract - Delivery of Products

2.1. The contract shall be signed when the proposing party or the purchaser becomes aware of its written acceptance by the counterpart.

2.2. An order that has not been confirmed in writing cannot under any circumstances be considered as accepted, unless it has been executed by the MANUFACTURER through the shipment or delivery of the PRODUCTS. The partial delivery of the ordered PRODUCTS does not imply acceptance of the entire order, but only of the part concerning the PRODUCTS that have actually been delivered.

2.3. Unless previously and expressly otherwise agreed, the delivery of the PRODUCTS will exclusively be made in the territory of mainland Portugal and on the condition that it is possible and allowed access of heavy vehicles with semi-trailers of 24 (twenty-four) tons of gross weight to the place of delivery.

2.4. Unless otherwise expressly agreed, all dates indicated for delivery purposes shall be considered as approximate dates.

#### 3 - Product Characteristics - Guarantee - Complaints

3.1. The PRODUCTS manufactured by Margres and Love Tiles - Gres Panaria Portugal, S.A., are produced in accordance with the applicable European standards. The MANUFACTURER preferably sells to professional resellers, who are responsible for providing correct and appropriate technical information to end users or retailers.

The classification of the PRODUCTS is indicated by the MANUFACTURER in advertising material and/or price lists. Consequently, the buyer must use the PRODUCTS in accordance with the MANUFACTURER's specifications.

To facilitate the suggestion of use and adapt the standard specification to the specific production of the MANUFACTURER, all products, price lists or catalogues contain specific symbols indicating the recommended use for each product by the MANUFACTURER.

3.2. Differences in tonality or chrominance, if any, do not result from defects in the PRODUCT, rather being a specific characteristic of the ceramic material that has been subjected to firing at high temperatures.

The special characteristic of "freezing resistance" only applies to products which the MANUFACTURER has specifically guaranteed for that purpose by means of express indication in its advertising material and/ or price lists. In case of absence of this indication, the products will be solely and exclusively considered for indoor use or, in any case, for use in places that are not exposed to atmospheric elements that alter the resistance characteristics or the original look of the PRODUCT (e.g. atmospheric precipitation, sun, humidity, low temperatures, etc.).

3.3. Mosaics with polished faces may change their appearance when used on the floor of rooms that have access from the outside, or rooms where intense pedestrian traffic is expected. Polished tiles can also be slippery, especially when wet or damp. For this reason, the MANUFACTURER advises against the use of these PRODUCTS in public places. For places where people circulate intensively, the buyer should only purchase PRODUCTS classified by the MANUFACTURER as "PEI V" or "Full Body Porcelain Stoneware", in particular those PRODUCTS that the MANUFACTURER specifically recommends for use in public places.

3.4. The presentations of the PRODUCTS in leaflets or in any other promotional material by the MANUFACTURER are merely illustrative and do not necessarily represent the aesthetic end-result arising from the installation of that specific product.

3.5. The MANUFACTURER guarantees the good quality and the absence of defects in the PRODUCTS supplied.

The guarantee does not apply to PRODUCTS classified by the MANUFACTURER as inferior to the 1st. choice quality, or to the stocks of products that have been discontinued, when they are sold in bulk or indicated as special lot.

3.6. The MANUFACTURER shall not be liable for any defects and/or anomalies existing in the PRODUCTS that do not result from their technical specifications but rather arise from the improper use of the PRODUCTS by the purchasers and/ or third parties acting on their behalf. In particular, the MANUFACTURER does not accept any complaints or disputes related to the above described situations.

3.7. Complaints arising from the existence of evident or hidden defects must be made to the MANUFACTURER in writing by the purchaser within 60 days from the date of delivery of the goods. The Manufacturer's liability for defects inherent in the products delivered to the Buyer is expressly limited to 2 years from the date of receipt of the goods by the Buyer.

3.8. In general, the guarantee only applies to defects found in products which have not yet been applied. For defects detected after the PRODUCTS have been applied, the guarantee can only apply if the MANUFACTURER has confirmed that the installation of the PRODUCT has been carried out in accordance with the best rules of the activity (DIN 18352), as well as in accordance with the procedures described in the MANUFACTURER's application and maintenance manual.

3.9. The guarantee granted by the MANUFACTURER is limited to the replacement of the defective products with other products of the same type without defect, plus transport costs. The reimbursement of any other costs and/or expenses, in particular demolition and relocation costs, is expressly excluded. In any case, the MANUFACTURER's guarantee does not exceed five times the value of the material claimed, up to a maximum of 10,000 Euros.

3.10. The MANUFACTURER is not responsible for any claims due to a classification of ceramic materials made by certification and control bodies other than the European ones, indicated in article 3.1, based on technical specifications that do not correspond to those indicated by the MANUFACTURER. Any specialised technical analysis requested by the buyer will be based on the correspondence of the materials sold with the technical characteristics indicated by the MANUFACTURER, at that time in force in Portugal.

#### 4 - Prices and Payment Conditions

4.1. The sale prices of the PRODUCTS are those indicated in the MANUFACTURER's price list in force on the date of confirmation of order. For sales contracts with separate deliveries, the price shall be the one set out in the price list in force on the date of each delivery, unless the contracting parties have stipulated differently.

For PRODUCTS aimed at foreign markets the price will be calculated, by indication of the MANUFACTURER, in the foreign currency of the country of destination or in Euros.

4.2. Unless otherwise expressly agreed, payments shall be made by bank transfer within 30 days from the date of invoice. All bank and transfer charges shall be borne by the purchaser. In the event of delay in making payment, the MANUFACTURER shall be entitled, without prior notice to the buyer, to apply a late payment and penalty interest rate equivalent to the 6-month EURIBOR rate plus 5%, without prejudice to the right to compensation for any other losses.

#### 5 - Manufacturer's Agents

5.1. The MANUFACTURER's agents promote the sale of the PRODUCTS and are not authorised to act in the name and on behalf of the MANUFACTURER, unless they obtain express specific authorisation to do so.

5.2. Orders received by agents are not binding on the MANUFACTURER and must therefore be expressly accepted in writing by the MANUFACTURER itself.

#### 6 - Ownership Reservation

6.1. It is agreed between the parties that the sale of the PRODUCTS shall be made with ownership reservation by the MANUFACTURER until full payment of the agreed price is entirely made by the purchaser. However, the risk of loss of the goods is transferred to the purchaser upon delivery of the PRODUCTS.

6.2. In case of sales to foreign countries, when the goods are sold and delivered to third parties within the framework of the Buyer's normal business activities and the ownership of the goods has not yet been transferred, the MANUFACTURER's ownership reservation remains valid vis-à-vis third parties.

6.3. In the event of delays in payment the MANUFACTURER has the right, without the need for any formality including any prior notice to the purchaser, to collect all goods subject to ownership reservation and if legally enshrined, all credit titles to third parties, and the MANUFACTURER expressly reserves the right to use all legal means at its disposal to recover damages it has suffered or may suffer as a result of defaulting conduct of the purchaser.

#### 7 - Case of Force Majeure

7.1. The MANUFACTURER shall not be liable before the purchaser for any breach of contract, including non-delivery or delayed delivery of the PRODUCT, caused by events that are beyond its control, such as the non-delivery or late delivery of materials by suppliers, facilities breakdowns, strikes, facts of nature, interruptions in power supply, suspension or transport difficulties.

#### 8 - Applicable Law - Competent Jurisdiction

8.1. 8.1. Any dispute arising out of or relating to this sale shall be submitted exclusively to the courts of the seller's registered office, to the exclusion of any other jurisdiction.