CANCIAN

Crafted to last

CONDITIONS AND TERMS OF SALE

1.Validity of Conditions: These General Conditions of Sale must be signed and formally accepted by the Client. Unless otherwise expressly agreed in writing, they apply to all our deliveries and services, both to individuals and intermediaries. For intermediaries, this applies even if, in an established commercial relationship, subsequent written confirmation is not provided. The Client's terms of sale do not apply to us. Conditions and stipulations of differing content in the Client's correspondence are valid only if accepted by us in writing.

2. Supply Contract: Our offers are non-binding regarding delivery possibilities and price. Prices quoted in the offer may vary depending on changes to the type of marble, its size and layout, and consequently the slab format. The supply contract is concluded only with our written order confirmation. If, following a customer order, goods are delivered without prior written order confirmation, the contract is deemed concluded upon delivery.

3. Samples Policy: The production of bespoke samples is project-dependent. Two samples per project are provided, and their costs are deducted upon order confirmation. Further samples will be charged to the Client and are non-refundable. The cost of a bespoke sample is €300 plus shipping. Packaging is included for 20x30cm samples. Packaging for 60x60cm samples is €150, as they require a wooden crate (maximum capacity: four samples). If the Client requests replication of previously produced samples, all attempts to match the original will be charged. Similarly, replicating old samples or previously supplied flooring will incur charges, as materials evolve over time.

4. Delivery and Shipping Deadlines: Delivery times commence upon complete technical definition of the order, including final approval of the technical drawing and latest samples, and are subject to timely raw material supply. Otherwise, we reserve the right to withdraw from the contract without liability for compensation. The Client must collect the ordered goods from our factory on the notified date. If the Client (an intermediary) fails to collect the goods on the confirmed date, a storage charge of €2 per calendar day per occupied square meter will apply. If a fixed collection date is agreed, we will be considered in default only after exceeding a period of 14 days due to our fault or intent. After 14 days, the Client may grant us a further 14-day extension. After these four weeks, the Client may withdraw from the contract. Our delivery obligations are suspended in cases of force majeure, government action, labour disputes, breakdowns, machinery failure, transport difficulties, raw material shortages, work spoilage, and similar events beyond our control. Our delivery obligation is also suspended while the Client is in payment arrears. Unless there is intent or gross negligence on our part, the Client may not claim damages for delayed delivery. Goods are transported at the Client's risk.

5. Notification of Defects, Warranty, Liability: Obvious defects, quality errors, or incorrect deliveries must be reported in writing immediately, or within eight days of receipt for intermediaries, and within two weeks for private individuals, and in all cases before further processing, installation, or transfer. Non-obvious defects must be reported in writing after discovery, but no later than two years after receipt. Goods must be inspected upon delivery. Unreported defects are deemed irrevocably accepted. Frost resistance for outdoor installations cannot be guaranteed for all materials; prior consultation regarding material properties is essential. The disputed material must not be processed further without written

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approval; otherwise, any warranty claim is void. Our goods are natural products; therefore, minor optical or structural deviations from samples do not constitute a defect. Samples are indicative of colour and structure, and we do not guarantee an exact match. Our warranty obligation is limited, at our discretion, to replacement, withdrawal, price reduction, or supplementary performance. If supplementary performance fails, the Client may claim a price reduction or withdraw from the contract. Specific material properties (e.g., frost and heat resistance) are only guaranteed if confirmed by us in writing. We are liable for the full amount of damages in cases of breach of fundamental contractual obligations, intent, gross negligence on our part or that of our management, and for intentional or negligent harm to life, limb, or health. Otherwise, our liability is limited to the invoice value of the respective contractual object.

6. Terms of Payment: Prices are in Euros, ex-works, and non-binding. Payments must be made by bank transfer. Customs duties and taxes are payable by the Client. Offers are valid, subject to final contract conclusion, only upon our written order confirmation. We reserve the right to adjust prices if material costs change for reasons beyond our control. Unless otherwise agreed, a 50% down payment invoice, issued with the order confirmation, is due upon order placement. Production and delivery times are calculated from receipt of proof of payment, provided the technical drawings have been finalised and approved (see clause 4, "Delivery and Shipping Deadlines"). The balance is due before goods collection. Cheques are accepted only by prior agreement and are considered cleared upon receipt of funds. All associated costs are borne by the Client. The Client waives any right of retention arising from previous or other business dealings. Offsetting of credits by the Client is permitted only if these credits are acknowledged by us and are due or legally established.

7. Retention of Title: Title to the goods remains with us until full payment is received.

8. Retention of Title for Agreed Deferred Payments: Until ownership is extinguished, any resale by the Client is deemed to be conducted through our representative, without creating a receivable due from the Client to us. New items created from the goods remain our property. Combining, mixing, or blending the goods with goods not belonging to us results in co-ownership in accordance with legal provisions. In such cases, the Client must store the goods subject to our ownership or co-ownership free of charge on our behalf. Upon sale of the goods or their installation in a third party's or the Client's building, the Client immediately assigns to us the resulting credit from the sale, installation, or resale of the property or property rights, up to the value of the goods. We hereby accept this assignment. If the assigned credit exceeds our claim by more than 20%, we will release the excess upon request. The Client must provide all information and documents necessary to protect our rights upon request, including the names and addresses of debtors for assigned credits, and inform these debtors of the assignment at our request. The Client must provide us with a document confirming the assignment. Retention of title continues even if our claims are included in open invoices and a balance is established. Without our prior written consent, the Client may not pledge or assign the goods or related credits as security. The Client must immediately notify us of any third-party intervention on our property, including notice of enforcement measures, providing all necessary documents for our opposition. Upon dishonour of cheques or bills, suspension of payments, or the commencement of insolvency proceedings, the right to further use, utilisation, or installation of the goods is revoked. In case of Client breach of contract, particularly late payment, we may repossess the goods, and the Client must return them.

9. Place of Fulfilment and Jurisdiction: The place of fulfilment for deliveries and payments is our registered office. If the Client is an intermediary, the competent court is Verona or, at our discretion, the Client's general court of jurisdiction. Italian law applies to deliveries to Clients based abroad.
10. Discounts: Granted discounts (item discount + prepayment discount + bonus) are valid only if payment terms are met, specifically payment within 10 days of invoice date. Discounts are forfeited in case of late payment, payment suspension, or insolvency proceedings, and the additional charge will apply. Unduly deducted discounts will be re-charged.

11. Amendments: Amendments to these conditions must be in writing. If individual provisions become ineffective, the validity of the remaining provisions remains unaffected.

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