

GENERAL CONDITIONS OF SALE

1 Definitions

For the purposes of these General Conditions of Sale, the following terms will have the meaning attributed to them below:

- "GO ITALIA S.R.L. a Socio Unico, Via Cecilia Danieli, 2 - 33090 Sequals (PN) Tax Code and VAT No. 01564060935;
- "Customer": any company, business, legal body or physical person that purchases products from GO ITALIA;
- "Products": the goods produced, assembled and/or sold by GO ITALIA bearing the GO ITALIA trademark;
- "Order(s)": each proposal to purchase products written and submitted by the Customer to CAME GO exclusively via fax or e-mail;
- "Sale(s)": each sales contract drawn up between GO ITALIA and the Customer following CAME GO's sending of the Order confirmation or receipt from CAME GO of its quotation, confirmed by the Customer without any changes being made;
- "GCS": the present GO ITALIA General Conditions of Sale

2 Details

2.1 The GCS are attached to the GO ITALIA Price List in force from time to time and published on the website www.go-italia.it. The sale of Products is subject to the acceptance of the GCS on the part of the Customer who must return them to GO ITALIA, duly countersigned in acceptance. The application of the present GCS by GO ITALIA is cited in the Customer Data File and in all the Order confirmations sent by the latter to its own Customers. In the event of the correctly signed GCS not being returned, GO ITALIA will have the authority not to accept the Order or to consider the Order cancelled. Nevertheless the carrying out of the Sales contract will be considered a tacit acceptance of these GCS, so long as the Customer has not specifically contested the contents in writing, in advance of the work being carried out. The acceptance of the GCS, whether expressed or tacit, constitutes the waiver on the part of the Customer of the application of his own purchase conditions, both general and particular.

2.2 In the event of disagreement between the terms and conditions in these GCS and the special terms and conditions agreed in the individual Sale, the latter will prevail.

2.3 Unless by written agreement, GO ITALIA will not be bound by the Customer's general conditions of purchase (henceforth, "GCP"), not even in the event that they are referred to or contained in the Orders or in any other documentation from the Customer.

2.4 The GCP will not be binding for GO ITALIA even as a result of tacit agreement.

2.5 GO ITALIA reserves the right to add, change or delete any point in the GCS, it being understood that such additions, changes or deletions will apply to all Sales as from the 30th day following publication of the updating of the GCS on the company's website.

3 Drawing up of the Sales contract

3.1 The Sale is concluded with the Order confirmation from GO ITALIA or the receipt by GO ITALIA of its quotation, countersigned by the Customer without any changes being made. Should any eventual requests for changes be submitted by the Customer within 48 hours of the conclusion of the Sales contract, GO ITALIA reserves the right to re-set the sales price and delivery times, as a result of the changes requested. Should the new price and/or new delivery times not be accepted by the Customer within the following 48 hours, the original Order will be understood as automatically confirmed by the Customer. 48 hours after the conclusion of the Sales contract, no further changes and/or variations of the confirmed Order will be accepted. Should GO ITALIA, completely exceptionally, accept such requests (including cancellation of Order, change of form, etc.), GO ITALIA will charge the Customer the full amount of the original confirmed Order, in addition to any further costs for managing the changes/variations and also the costs of the material needed for the variations themselves. Be advised that, for any change and/or variation, GO ITALIA reserves the right to change the date of readiness.

3.2 Any eventual offers from GO ITALIA are considered valid only for the period of time indicated in those offers and exclusively for the Sale of the Products quoted in them.

3.3 GO ITALIA reserves itself the right to change the prices of the Products at any time, promptly informing the Customers. The Customer is entitled to cancel the Order within 48 hours from the receipt of the change notice; in absence of cancellation sent in writing, the changes communicated by GO ITALIA will be considered accepted.

4 Technical data, documents and finishes

4.1 The data and illustrations from the catalogues, website, technical specifications, designs, circulars or other illustrative documents produced by GO ITALIA, are to be seen as an indication only. This information has no binding value if not expressly mentioned as such in CAME GO's Order confirmation. GO ITALIA does not guarantee, and will have no responsibility for differences in, shades of colour between the various materials used to create their Products, such differences being the result of different supports and/or types of paintwork.

4.1.1 GO ITALIA uses a range of SIMILAR RAL colours. The SIMILAR RAL range of colours shown in the catalogues and in other GO ITALIA S.R.L. literature must be considered merely as an indication. The colour of the finished product could, therefore, differ in shade, tone and brightness from the SIMILAR RAL colour.

4.2 GO ITALIA reserves the right to carry out at any time and without any warning technical and aesthetic modifications when it considers them necessary to improve the Products.

4.3 The Customer expressly undertakes not to make use, for other reasons than those anticipated in the Sales contract, of the designs, technical information and inventions relating to the Sale, which remain the property of GO ITALIA and which the Customer cannot give to third parties or reproduce without written authorisation.

4.4 Upon ordering, the Customer is obliged to inform GO ITALIA in writing of the existence of any regulations or particular technical and/or commercial requirements to be respected in the country of final destination of the Products ordered. If this does not happen, GO ITALIA will not be responsible for any possible violations of those regulations and requirements.

5 Exclusions

5.1 Not included in the Sales Prices are the costs for special packaging requested by the Customer, taxes, stamp duties, customs duties, excise duties, training courses, assistance with start-up and any other additional charge not expressly mentioned in the Order confirmation written by GO ITALIA. Also not included are specific plans and designs and/or customisations for particular specific technical requirements, which can, however, be supplied upon request with an individual offer and undersigned in acceptance.

6 Set-up

6.1 Set-up is not included in the Sales price of the Products.

6.2 Assembly and testing in action, if required, will be carried out by specialist firms, at the Customer's expense.

6.3 In any case, unless expressly specified in the Order confirmation, the assembly and execution of building work is excluded, along with electrical connections, supply and installation of containing sheet metal, covering fillings, special fixing rods, works to correct any imperfections in walls, the dismantling of any closures already present and installed in the place of work, the availability of lifting equipment, unloading and moving at the end of work, the disposal of waste from the work and of packaging on site, safekeeping of products delivered to the site.

7 Delivery and Transport

7.1 The periods for preparation and/or delivery shown in the Order confirmation serve purely as an indication and, in any event, do not include transport times.

7.2 The preparation and/or delivery period, if not otherwise agreed by the parties, starts to count down from the conclusion of the Sales contract (Article 3.2), unless the Customer has to pay part of the price as a deposit. In this event, the countdown of the periods is suspended until this payment is received.

7.3 The terms of delivery are understood to be extended by right:

7.3.1 When the Customer does not provide in good time the data or information required to carry out the Sales contract;

7.3.2 When the Customer asks for alterations after the Sales contract has been concluded, which have been accepted according to the terms of Article 3.1 above.

7.4 In the event of delayed payment, whether total or partial, by the Customer, GO ITALIA will have the right to suspend the orders and/or deliveries in progress, even if relating to Sales already made, notwithstanding the terms of Article 1460 of the Civil Code, with express waiver by the Customer of the reimbursement of any eventual consequent damage, except for in the event of fraud or serious fault by GO ITALIA.

7.5 Irrespective of what was negotiated with regard to transports costs and/or method of payment and/or delivery, the delivery of the Products and the simultaneous transfer of risks are intended to be done ex-works (EXW - INCOTERMS 2010 published by the International Chamber of Commerce or their most up-to-date version in force at the time of delivery), at the GO ITALIA plant - Spilimbergo (PN). Therefore, in the event of delays with delivery, of damage or loss of Products during transport, the respective claims should be sent directly by the Customer to the transporter, even if the latter was engaged by GO ITALIA. Deliveries are understood to include standard packaging of which the Customer declares full awareness, accepts and deems suitable to ensure the integrity of the Products.

7.6 Without prejudice to the terms of Article 7.5 above, if requested, GO ITALIA will arrange, in their own right or via third parties, the transport of the Products, choosing the means of transport they consider most appropriate in the absence of specific instructions from the Customer. Unless there is written agreement to the contrary, transport will not include the unloading of the Products, portorage, hydraulic tailgate and all risks for loss or deterioration of the Products during loading and transport which will remain entirely at the Customer's cost and risk. The cost of transport will be added to the price of the Products purchased unless otherwise specified.

7.7 Deliveries of Products will not be carried out if the unloading cannot be done with suitable equipment. Manual unloading is not permitted. The Customer undertakes to take on any eventual increased transport costs arising from problems with unloading, which GO ITALIA will invoice at cost, as in the "Site Location Data" sheet. Other destinations are to be agreed when the Order is placed and confirmed.

7.8 Binding delivery dates are to be agreed with GO ITALIA and specified in writing; they are to be considered as accepted, however, only if explicitly indicated on the Order confirmation issued by GO ITALIA.

7.9 Subject to the terms of Article 2.3 of these GCS, the eventual application of penalties for delays charged to GO ITALIA will have to be specifically agreed in writing with the Customer. If there is no written acceptance of the penalty on CAME GO's part, the penalty will not be chargeable to GO ITALIA. In any case, the Customer will not be able to ask for sums greater than the penalty in compensation for damages suffered on account of the delay.

7.10 GO ITALIA will not be held responsible for delays or non-delivery of Products for reasons independent of its own will or that can be ascribed to circumstances beyond its control, including but not limited to:

7.10.1 inadequate technical data or inaccuracies or delays by the Customer in sending to GO ITALIA information or data needed for the shipping of the Products;

7.10.2 objective difficulties in getting hold of supplies of raw materials, delays by sub-suppliers;

7.10.3 problems connected to the production or planning of Orders;

7.10.4 partial or total strikes, lack of electric power, natural disasters, measures imposed by the public authorities, transport difficulties, reasons of force majeure;

7.10.5 delays on the part of the carrier.

7.11 The occurrence of the events listed above will not give the Customer the right to ask for repayment of any eventual damages or compensation of any kind.

7.12 The terms of delivery are understood to be set to the advantage of GO ITALIA. For this reason the Customer will not be able to refuse to take delivery of the Products before the date set.

7.13 In the event of the Products not being accepted for delivery by the Customer for a reason attributable to him or, in any event, for a reason that is independent of the will of GO ITALIA, the Customer will bear the risks and expenses for the storage of the Products.

7.14 If faced with requests from the Customer to defer the date of delivery of the Products, GO ITALIA reserves the right to deposit the Products outside. GO ITALIA takes no responsibility for deterioration of the Products. In any event GO ITALIA will invoice for the Products on the delivery date set in the Order confirmation and the terms of payment will run from that date.

7.15 Unless specifically agreed otherwise with CAME GO's Logistics Office, once two working weeks have passed from CAME GO's notification that the Products are available for delivery to the Customer, GO ITALIA will arrange to debit the costs for warehousing the Products. Should the Products not be picked up within the aforesaid period, GO ITALIA will have the right to ask the Customer for a penalty charge of Euro 100.00 (one hundred/00) for each day of warehousing, unless the additional loss is reimbursed.

7.16 For replacement parts requested with standard preparation times, delivery will be made with the first useful load. For the sale of urgent replacement parts, GO ITALIA has the right to use the most suitable means of transport and charge all costs.

7.17 In no case will GO ITALIA be responsible for damages directly or indirectly arising to the Customer from delays in delivery of Products of not more than sixty days from the delivery date shown on the Order confirmation or on CAME GO's quotation, countersigned by the Customer, except in the event of fraud or serious fault.

8 Warranty

8.1 Unless otherwise agreed in writing between the parties and save for the protocol laid down by Legislative Decree No. 206/2005, GO ITALIA guarantees that the Products are free from faults/defects (with the exclusion of those parts of the Products not manufactured by GO ITALIA) for a period of one year to run from the date of delivery of the Products to the Customer.

8.2 The warranty is forfeited in the event of tampering with the Products and/or use of non-original or non-authorized spare parts. The warranty will not apply to Products that have faults due to damage caused during transport, from negligent or improper use of the Products, non-observance of CAME GO's instructions relating to assembly, operation, compulsory regular maintenance (Standard EN 13241-1 and 89/106/EC "Construction Products Directive" (CPD), mandatory since 1st May 2005), the lack of appropriate cleaning and preservation of the Products, repairs or modifications carried out by the Customer or by third parties without CAME GO's prior written authorisation.

8.3 The warranty does not include components subject to normal wear and tear (cables, wheels, seals, etc.). Adjustment of tracks, balancing springs, limit switches and lifting cables are NOT included in the warranty as they are an integral part of a correct programme of maintenance of the Products, to be carried out by competent authorised staff.

8.4 The warranty does not cover damage and/or defects to the Products arising from anomalies caused by, or connected to, parts assembled/added directly by the Customer.

8.5 The Customer undertakes to report to GO ITALIA in writing, by registered letter, the presence of faults or defects within 8 days of the delivery of the Products, or risk forfeiture and invalidity of the challenge.

8.6 The warranty only entails the repair or replacement, at CAME GO's discretion, of Products recognised as faulty by GO ITALIA in the periods normally accepted, in the original conditions and place of delivery. Application of the protocol set by Articles 1490-1495 of the Civil Code, on the subject of legal warranty, is excluded. Consequently, no reimbursement of damages according to the terms of Article 1494 of the Civil Code will be due from GO ITALIA. Any malfunctions due to normal degradation and/or normal wear and tear of the Products, in particular scratches and chips, along with any fault or lack of quality due to erroneous use or storage, will not be covered by the warranty, with the consequent exclusion from any responsibility of GO ITALIA.

8.7 The repair or replacement of Products in which manufacturing faults have been acknowledged absolves GO ITALIA of any responsibility with regard to the Customer, therefore no other claim for compensation for damages or for any other reason can be made by the Customer to GO ITALIA. If GO ITALIA ascertains that the Product's malfunctioning is not covered by the warranty, the Customer will be charged for any eventual costs sustained for the check, reactivation and transport of the Product.

8.8 In any event the Customer will not be able to enforce the warranty rights in relation to GO ITALIA if the price of the Products has not been fully settled according to the terms and conditions agreed, even when the non-payment of the price according to the terms and conditions agreed refers to other Products than those for which the Customer intends to enforce the warranty.

8.9 The Customer is obliged to notify GO ITALIA, at the time of the Order or the Order confirmation, of any local regulation or standard the Products might be subject to in the place in which they are to be sent, and will guarantee, if requested, all the assistance required to adapt to such arrangements. In particular, to permit GO ITALIA to ensure the compliance of the Products, the Customer must expressly notify GO ITALIA of any eventual destination of the Products that is outside the European Union. In any case GO ITALIA takes no responsibility arising from the resale, by the Customer, of the Products outside the European Union without previous notification to GO ITALIA.

8.10 Any other expressed or implicit form of warranty, as well as any other obligation or responsibility from GO ITALIA for direct, indirect, accidental or consequential (such as, for example, losses arising from inactivity from the Customer or loss of earnings) damages, is expressly excluded by GO ITALIA and renounced by the Customer, except for in the event of fraud or serious fault by GO ITALIA. In particular, the Customer gives up as of now, to the maximum degree permitted by the law, all rights or actions of recourse and/or calls on warranty towards GO ITALIA for warranties held with regard to third parties, in the event of recourse by the latter, based on any law, because of faults or non-compliance of the Products.

8.11 GO ITALIA advises and the Customer recognises that the samples for demonstrations of the Products are purely for information purposes and that the colour of the Products depends on various parameters, such as the thickness, size, different support materials and the characteristics of the place in which the Products are installed (colour of walls, light, etc.). Therefore, any possible differences in shade of colour between the various components of the Products and also compared with the demonstration samples, will not be considered as faults and/or defects.

9 Management of Claims and Returns

9.1 Products can only be returned by the Customer with CAME GO's prior written consent; it remains understood that the shipping costs are borne by the Customer, as are the risks of transporting the returned Products. Products without the original package cannot be returned. The Products must be accompanied by the usual transport documents with the cause for the "goods

return" and a note of the original purchase (number and date of invoice, delivery date, name of shipping agent or courier). The return has to be carried out within a maximum of 60 days from the date of acceptance by GO ITALIA. Any return which does not comply with the above conditions will be automatically rejected by GO ITALIA, which will have the right to invoice the Customer for the returned Product, in addition to the original one to be replaced.

9.2 On arrival of the Product, the Customer must check its compliance and integrity as well as the number of packages, irrespective of the type of packaging used. In any case claims for incomplete and/or wrong deliveries, and/or for damaged Products, and/or for Product faults and/or deformities (e.g. scratches and stains) will not be valid unless they are made at the time of the unloading of the Products from the transport vehicles and unless they are the result of a specific written note (e.g. damaged parcel or missing parcel) attached to the bottom of the transport document. The Customer will also be obliged, or risk invalidity of the claim, to send photographic evidence relating to the claim within 24 hours of receipt of the Products.

9.3 If a claim is judged to be totally or partially unfounded, the Customer will have to repay GO ITALIA the expenses it has sustained for the inspection (travel, expertise, etc.).

10 Payments

10.1 Unless agreed otherwise, payments must be made by the Customer within the terms set in CAME GO's Order confirmation or in CAME GO's quotation which was countersigned by the Customer. Total or partial delayed payment, on the part of the Customer, will lead to GO ITALIA having the right to charge interest to the extent anticipated by Legislative Decree 231/2002, except that GO ITALIA will always have the right to ask for repayment of the additional loss sustained and the dissolution of the Sales contract according to the terms of Article 12 below.

10.2 In the event of delayed payment, whether total or partial, by the Customer, GO ITALIA will also have the right to suspend the Orders and/or deliveries in progress, even if relating to different Sales and even notwithstanding the terms of Article 1460 of the Civil Code, with express waiver by the Customer of the reimbursement of any eventual consequent loss, except for in the event of fraud or serious fault by GO ITALIA.

10.3 In no case will the Customer be allowed to suspend or delay payments, not even in the event of an objection, claim or dispute.

11 Express dissolution clause

11 Subject to any specific arrangement for the suspension and/or dissolution provided for in these GCS, as well as by applicable law, should one or more of the following hypotheses occur at the Customer's expense:

a) insolvency, bankruptcy, non-respecting of the terms of payment for the Products when at least 15 days have passed since the relative due date in the contract, transfer of assets to creditors, nomination of an Official Receiver, introduction of any assignment procedure;

b) liquidation or disbandment or interruption of operations of the Customer's business, transfer of company or company branch; CAME GO will have the right to dissolve the Sales contract with immediate effect, via written notice to the Customer.

12 Conventional termination

12.1 In the event of the Customer reducing the guarantees that he had granted or not supplying the guarantees that he had promised or in the event of the Customer's property situation becoming such as to put at serious risk the achievement of the services unless a suitable guarantee is granted, GO ITALIA will have the right to withdraw from the contract, without any compensation or reimbursement of any sort being due to the Customer.

13 Intellectual property

13.1 The Customer is aware of the fact that the Products are subjects of Know-How and design exclusively owned by CAME GO, in accordance with the Code of Industrial Property (Legislative Decree no. 30/2005).

13.2 The Customer is expressly forbidden from violating such rights of GO ITALIA and in any case the Customer cannot in any way remove, suppress or alter trademarks and other distinctive marks or logos of any type affixed to the Products, just as it is forbidden to put on new ones of any nature. Furthermore, any form of reproduction or use of the GO ITALIA trademark and any other distinctive mark present on the Products or relating to them is forbidden, except with CAME GO's written authorisation.

Therefore, the Customer accepts and undertakes, without intending to be restrictive:

a) not to put forward any question in any jurisdiction aimed at registering CAME GO's Trademarks and/or other intellectual an/or industrial property rights;

b) not to copy, reproduce or in any other way infringe upon CAME GO's Trademarks and/or other intellectual an/or industrial property rights;

c) not to use the GO ITALIA trademark or any of CAME GO's other trademarks or name as a domain name.

14 Legal domicile, applicable law and jurisdiction

14.1 GO ITALIA is legally domiciled in Via Cecilia Danieli, 2 - 33090 Sequals (PN).

14.2 Any disputes arising from or connected to these Conditions of Sale and/or to any Sale, will be subject to the exclusive jurisdiction and authority of the Court of Treviso.

14.3 Subject to what was agreed in the previous point, GO ITALIA reserves the right, when instigating a lawsuit as a plaintiff, to instigate this lawsuit in the Customer's place of residence, whether in Italy or abroad.

14.4 These General Conditions of Sale, published on the website www.go-italia.it, cited in the "Customer Data File" and in the individual Order Confirmations, if not explicitly contested, are fully and tacitly accepted by the Customer with the signing of the Customer Data File.

The Customer _____

According to the terms and conditions of Articles 1341 and 1342 of the Civil Code, I declare I have read and specifically approved the following clauses: 4.2 (Product modifications); 7.1 (periods); 7.3 (extension of periods of delivery and penalty charge); 7.11 (waiver of losses through delays or non-delivery of Products); 7.15 (costs of warehousing Products and penalty charge); 7.17 (waiver of losses directly or indirectly arising for the Customer due to delays in delivery of the Products); 8. (warranty, warranty limitations, notification of faults); 10.3 (waiver of raising objections); 11 (express dissolution clause); 12 (conventional termination); 14.2 (Jurisdiction and competent Court).

The Customer _____

HIGH QUALITY RESIDENTIAL AND INDUSTRIAL SECTIONAL DOORS

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