

## GENERAL TERMS AND CONDITIONS OF SALES

Australia

1. **Terms of Sale:** These General Terms and Conditions of Sales ("Terms"), as amended from time to time by us, govern all future supplies of goods by us to you.
2. **Pricelist:** This pricelist will replace all previous ones. All prices are in EURO, ex factory Italy, without VAT and MAY CHANGE WITHOUT ANY ADVANCE NOTICE.
3. **Purchase orders:** Purchase orders represent an 'irrevocable proposal to buy'. We shall not accept terms and conditions of purchase that are inconsistent with our own Terms.
4. **Shipment:** The goods shall travel on account and at the risk of the customer. including those goods delivered free of carriage. Seller accepts no liability for any damage, accidents or loss occurring during carriage, nor for the duration thereof.
5. **Retention of title:** The goods shall remain the sole and absolute property of seller until they have been fully and accurately paid for regardless of whether they are the subject of transformation, comingling or deposit of the goods with third parties. Goods sold to third parties by buyer shall also be subject to this retention of title clause and buyer shall hold the proceeds of sale of such goods on trust for seller.
6. **Personal Property Securities Act ("PPSA")**
  - 6.1 Defined terms in this clause have the same meaning as given to them in the PPSA.
  - 6.2 Buyer and seller acknowledge that these Terms constitute a Security Agreement and entitle seller to claim a Purchase Money Security Interest ("PMSI") over the Collateral supplied or to be supplied to the buyer as Grantor pursuant to these Terms.
  - 6.3 The goods supplied or to be supplied under these Terms fall within the PPSA classification of "Other Goods".
  - 6.4 To the extent permissible at law, the Customer:
    - (a) waives its right to receive notification of or a copy of any Verification Statement confirming registration of a Financing Statement or a Financing Change Statement relating to a Security Interest granted by the buyer to the seller.
    - (b) agrees to indemnify seller on demand for all costs and expenses, including legal costs and expenses on a solicitor / client basis, associated with the:
      - (i) registration or amendment or discharge of any Financing Statement registered by or on behalf of seller; and
      - (ii) enforcement or attempted enforcement of any Security Interest granted to seller by the buyer.
    - (c) agrees that nothing in sections 130 and 143 of the PPSA will apply to these Terms or the Security under these Terms;
    - (d) agrees to waive its right to do any of the following under the PPSA:
      - (i) receive notice of removal of an Accession under section 95;
      - (ii) receive notice of an intention to seize Collateral under section 123;
      - (iii) object to the purchase of the Collateral by the Secured Party under section 129;
      - (iv) receive notice of disposal of Collateral under section 130;
      - (v) receive a Statement of Account if there is no disposal under section 132(4);
      - (vi) receive a Statement of Account under section 132(3)(d) following a disposal showing the amounts paid to other Secured Parties and whether Security Interests held by other Secured Parties have been discharged.
      - (vii) receive notice of retention of Collateral under section 135;
      - (viii) redeem the Collateral under section 142; and
      - (ix) reinstate the Security Agreement under section 143.
  - 6.5 All payments received from the buyer must be applied in accordance with section 14(6)(c) of the PPSA.
7. **Samples:** Marble, Porphyry and Granite are natural products and, as such, are not uniform or consistent. The parties understand and accept that the sample shall not be binding on us and shall have the sole purpose of providing a general overview of the goods.
8. **Payments:** Payments shall be made by the due date. At the expiry of the payment deadline we shall be authorized to charge buyer default interest, in accordance with Italian Legislative Decree No. 231/2002.
9. **Limitation of Liability**
  - 9.1 Seller's liability is limited, to the extent permissible by law and at seller's option, to:
    - (a) in relation to the goods:
      - i. the replacement of the products or the supply of equivalent products
      - ii. the repair of the products
      - iii. the payment of the cost of replacing the products or of acquiring equivalent products; or
      - iv. the payment of the cost of having the products repaired
    - (b) Where the goods are services:
      - i. the supply of service again; or
      - ii. the payment of the cost of having the services supplied again.
  - 9.2 Any claims to be made against seller for short delivery of goods must be lodged with seller in writing within 8 days of the delivery date.
  - 9.3 To the extent permitted at law, all other warranties whether implied or otherwise, not set out in these Terms are excluded and seller is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate buyer for:
    - (a) any increased costs or expenses;
    - (b) any loss of profit, revenue, business, contracts or anticipated savings;
    - (c) any loss or expense resulting from a claim by a third party; or
    - (d) any special, indirect or consequential loss or damage of any nature whatsoever caused by Company's failure to complete or delay in completing the order to deliver the Goods.
10. **Jurisdiction:** Any disputes arising from matters relating to this contract shall be referred to and settled finally and conclusively by the Court of Bolzano, (BZ) Italy.
11. **Confirmation:** By placing an order buyer expressly warrants and represents, in writing, that it fully and unconditionally accepted these Terms, which, along with the buyer's order, constitute the contract between the parties.