



MARGRAF

**General Terms
and Conditions of Sale**

1. Scope of Application

- a) These general terms and conditions apply to all contracts concluded between MARGRAF SPA and the Client.
- b) These general conditions are an integral part of the supply contract. Any modifications, substitutions, additions, or derogations made to these general terms and conditions shall have no effect on MARGRAF SPA unless expressly approved in writing by MARGRAF SPA.
- c) These general conditions of supply prevail over any purchasing conditions of the Client, unless a specific agreement has been expressly approved in writing by MARGRAF SPA.

2. Conclusion of the Contract

- a) The offer sent by MARGRAF SPA to the Client is binding and enforceable if the Client's acceptance is received within the validity period set, or, in the absence of such a period, within thirty days from the date of sending.
- b) Orders received from the Client become binding for MARGRAF SPA only if accepted with the issuance of a specific order confirmation within 10 days of receipt.

The order confirmation may also be communicated via email.

The Client may revoke their order until the issuance of the order confirmation by MARGRAF SPA.

MARGRAF SPA reserves the right to cancel an accepted order if it becomes impossible to fulfill due to reasons not attributable to the supplier; in this case, the Client will be entitled to a refund of the advance payment, if made, but no compensation for damages will be excluded.

- c) Verbal or written statements by agents, intermediaries, employees of MARGRAF SPA, even if authorized to represent the company, must always be understood as made "subject to written approval by the company."

3. Withdrawal

- a) MARGRAF SPA retains the right to withdraw from the contract by providing written notice via registered mail or PEC, with a 90-day notice period. No compensation of any kind will be due from MARGRAF SPA to the Client in case of exercising this right of withdrawal.
- b) MARGRAF SPA reserves the right to cancel an accepted order if it becomes impossible to fulfill due to reasons not attributable to the manufacturer; in this case, the Client will be entitled to a refund of the advance payment, if made, but no compensation for damages will be excluded.

4. Delivery

- a) Unless otherwise expressly regulated in writing and with exclusive reference limited to the specific contractual relationship, delivery is always understood as Ex Works.
Even when, by express agreement, the price includes transportation costs, delivery—especially regarding the transfer of ownership and the resulting risk—is deemed to occur at MARGRAF SPA's premises, at the moment the goods are made available to the buyer with delivery to the carrier or freight forwarder, or, when transport is carried out on the buyer's behalf, at the start of the transport.
- c) If the shipment or delivery of the goods is delayed at the request of the Client, the transfer of ownership and the resulting risk will occur when the goods are stored, completed, and ready for delivery in MARGRAF SPA's warehouse. Any additional costs incurred by MARGRAF SPA after notifying that the goods are ready will be exclusively borne by the Buyer.
- d) The delivery term is for the benefit of both parties and must always be considered as merely indicative and non-binding or essential. Under no circumstances will any delays in delivery entitle the Client to terminate the contract or request compensation for damages.
- e) Any claims regarding damages or shortages during transport must be submitted to MARGRAF SPA within eight calendar days from the receipt of the goods, under penalty of forfeiture.
- f) Transport must be carried out in compliance with the regulations governing the transport activity, and it is the Client's responsibility to ensure the suitability of the carriers they engage. The Client hereby expressly authorizes MARGRAF SPA to complete any necessary documentation with the information required by law, as far as known by the supplier.

5. Force Majeure

Force majeure refers to any unforeseeable and exceptional situation or event, independent of the will of the contracting parties, that prevents them from fulfilling one of their contractual obligations, and is not attributable to the error or negligence of the parties or a subcontractor, and could not have been avoided with ordinary diligence.

Therefore, no liability shall be attributed to MARGRAF SPA for delays or suspensions caused by force majeure events, such as, for example, the inability to obtain raw materials, energy, strikes, etc.

The party facing a case of force majeure undertakes to promptly notify the other party through registered letter or PEC with return receipt, specifying the nature, probable duration, and foreseeable effects of such a situation.

MARGRAF SPA shall not be considered in breach of contract in case of non-fulfillment of obligations due to force majeure. If unable to fulfill its contractual obligations due to force majeure, MARGRAF SPA shall be entitled to compensation for the work actually performed.

6. Price and Payments

- a) The agreed price is intended—unless otherwise agreed in writing—for the delivery of materials Ex Works from our premises.
Packaging, VAT, any other taxes, and duties, including national duties, contract registration in case of use, and any other costs related to the execution of the contract are entirely at the expense of the Client in addition to the agreed price.
- b) Payments must be made to MARGRAF SPA according to the terms and conditions specified in the order confirmation. Any payment made or in a manner different from those agreed will not be considered valid.
- c) If deliveries are divided into multiple lots, the agreed payment terms will commence from the individual deliveries made.
- d) If shipment or delivery is delayed at the request of the Client, payments must still be made starting from the term from the date of notice of goods ready for delivery.
- e) Any issuance of drafts or other negotiable instruments, if accepted by MARGRAF SPA, will always be considered conditional upon acceptance.
- f) Delays in payments will be subject to the provisions of Legislative Decree October 9, 2002, No. 231.

7. Quality and Measurements

- a) Measurements
- Raw blocks: Unless otherwise agreed, the contractual unit of measurement is the cubic meter or the ton.
 - Industrial production slabs: The unit of measurement is the square meter.
- b) Tolerances for raw blocks
- Maximum allowable differences: 3 centimeters for each dimension.
 - Any compensatory differences can be agreed upon at the time of measurement to account for shortages or defects.
- c) Tolerances for wire-sawn materials
- Maximum allowable difference: 1 centimeter relative to the dimension of the plane perpendicular to the wire.
- d) Tolerances for raw slabs
- Maximum allowable differences: 1 centimeter below the lowest point of defect.
 - Any compensatory differences can be agreed upon at the time of measurement to account for shortages or defects.
- e) Tolerances for slab thickness
- Allowable difference: ± 2 millimeters (excess or deficit).

8. Execution

The Client is responsible for providing detailed and accurately dimensioned drawings to provide a precise description of the work. Therefore, the Client cannot claim any compensation for errors in interpreting the drawings that result from a lack of clarity in the drawings themselves and their respective details.

Any agreement in which MARGRAF SPA commits to providing assistance during technical surveys conducted at the Client's site for the preparation of drawings or in the review of drawings provided by the Client will not relieve the Client of any responsibility for the transmitted documents, even partially.

Additionally, for natural stones with an underground surface treatment, it is specified that the final result will be highly subjective, as it depends on the specific surface treatment applied. Consequently, finishes and textures may vary significantly, and the Client cannot make claims for compensation or contestations based on these variations.

9. Warranty and Complaints

- a) This warranty, as set forth and with the limitations specified, is the sole warranty provided by MARGRAF S.p.A. and replaces, not supplements, the ordinary legal warranty.
- b) MARGRAF S.p.A. guarantees solely the proper processing performed on the raw material selected by the Client, in execution of the drawings and instructions provided by the Client.
- c) Regarding the quality and physical characteristics of the stone, MARGRAF S.p.A. guarantees the supply of products compliant with current UNI/CE standards. Therefore, all product discrepancies that fall within the legal limits of tolerance and acceptability will be accepted by the Client and cannot be grounds for contesting the product. Differences concerning color, veins, or grain that are not significant will not be considered grounds for contestation.
- d) The Client is required to verify the integrity of the goods and the correspondence of the delivered product with the ordered product and accompanying documents. Any discrepancies or damages must be noted in the accompanying documents if such defects are apparent at the time of delivery. Otherwise, any complaint must be submitted within 8 days of the delivery date, under penalty of forfeiture.
- e) The Client is strictly required to verify the quality of the goods before any subsequent processing, installation, or resale to third parties. No complaints will be accepted, even if made within 8 days of receipt of the materials, if the stones have been processed by the Client (cutting, polishing, installation, etc.).
- f) Upon verification of the defect reported, MARGRAF S.p.A. will either replace the stone, which must be returned in an intact state and properly packed, or agree with the Client on a price reduction. Consequently, the Client is barred from requesting contract termination or any action for damages arising from the defect.
- g) MARGRAF S.p.A. will not recognize reimbursement to the Client for expenses incurred for

repairs, modifications, or other interventions carried out without prior written authorization from MARGRAF S.p.A.

- h) If the product sold is subsequently intended for a consumer, the buyer formally waives the right to recourse pursuant to Article 131 of Legislative Decree 206/2005, committing to require a similar waiver from its potential professional customer. In any case, the buyer shall indemnify MARGRAF S.p.A. from any recourse claims raised by other parties involved further along the distribution chain.

10. Responsibility

- a) MARGRAF S.p.A. is relieved from any liability for direct or indirect damages to persons or property arising from transportation or installation of the supplied works, except in cases where exclusion or limitation of liability is not permitted by law.
- b) In any case, MARGRAF S.p.A. will never recognize compensation for damages exceeding the value of the supply.

11. Penalty Clause

- a) In the event of contract termination due to the Client's non-performance, the sums paid by the Client at the time of signing the order will be retained as a down payment for damages incurred, without prejudice to MARGRAF S.p.A.'s right to request additional damages.
- b) In the case of the Client's withdrawal from an incomplete supply, a fixed penalty of 30% of the contract amount is established, without prejudice to MARGRAF S.p.A.'s right to request additional damages.

12. Hardship Clause

In the event that, following the conclusion of the contract, significant changes in circumstances occur—such as, by way of example: changes in exchange rates, sudden price increases in materials, labor, or other cost elements—resulting in an increased burden for MARGRAF S.p.A. in fulfilling its contractual obligations, MARGRAF S.p.A. has the right to request, in writing, a joint review of the situation with the other party in order to determine a fair adjustment to the contractual price. If the parties do not reach an agreement within 30 days from the date of receipt of the request for revision, the contract shall be deemed automatically terminated, with no liability attributable to either party and without any damages being claimed against MARGRAF S.p.A.

If, following the conclusion of the contract, political regulations in the destination country for the goods require the supplier to provide documentation that is difficult and/or costly to obtain, or mandates the use of unauthorized or inadequately equipped carriers for the transportation of goods, making it impossible for MARGRAF S.p.A. to fulfill its obligations under the contract, MARGRAF S.p.A. has the right to request in writing the removal, where possible,

of the aforementioned obstacles. If this is not possible, the contract shall be automatically terminated, with damages and expenses borne by the customer, and without any liability being attributed to MARGRAF S.p.A.

13. Payment by Installments Loss of Right to Payment Term

In the case of installment payment, the agreed terms are essential and non-negotiable. Failure to pay a single installment exceeding one-eighth of the price or the non-payment of two installments of any amount will result in the loss of the benefit of the term, and MARGRAF S.p.A. will have the right to demand immediate and full payment of all overdue and upcoming amounts, including default interest and any additional damages.

14. Interruption and/or suspension of the execution of the contract or the supply

If, after the conclusion of the contract, circumstances arise indicating a deterioration in the solvency of the Client, MARGRAF S.p.A. reserves the right, without prejudice to further rights and actions, to demand advance payments or adequate guarantees, or even to terminate the contract if the required guarantees are not provided. In this case, MARGRAF S.p.A. reserves the right to suspend existing contracts and not supply the requested material in the event of the following circumstances:

- Publication of a protest against the Client after the conclusion of the contract;
- Revocation or reduction of the credit line granted by the Credit Insurance Company;
- Non-payment of an invoice, even following the loss of the benefit of the term.

15. Solve et repete

No exceptions, except for those of nullity, annulment, and rescission of the contract, may be raised by the Client to delay or avoid payments. No legal action, regardless of its nature, may be pursued by the Client if they have not made all due payments and fulfilled all obligations that have become due or will become due during the course of the proceedings initiated.

16. Deferred Payment Loss of Benefit of Term

In accordance with the aforementioned law, MARGRAF S.p.A., the owner of the personal data provided by the Client, informs the following:

The personal data in question are collected directly from the Client and are delivered or referred to services resulting from existing, past, or in-progress business relationships.

These personal data will be processed by Margraf S.p.A.:

- a) for the fulfillment of legal obligations, regulations, or community legislation, or for compliance with accounting and tax obligations;
- b) for contractual obligations and the acquisition of pre-contractual information;
- c) for information related to service requests signed or confirmed by you, including those sent by email.

Personal data will be processed in compliance with current legislation and, at all times, with the confidentiality that underpins the activities of MARGRAF S.p.A. They may be processed using computer, telematic, or manual methods for the aforementioned purposes in a lawful and fair manner, ensuring security and confidentiality. They will be retained for the duration required by current regulations.

Data will be used exclusively for the purposes for which they were collected/communicated. Some data may be shared:

- a) with possible entities or authorities to which the data must be communicated due to legal obligations (e.g., tax authorities, both national and local);
- b) with companies, entities, or professionals who carry out specific tasks for MARGRAF S.p.A. with accounting and tax purposes;
- c) with companies and entities (e.g., insurance companies and banks) solely for management purposes related to collections, payments, or the issuance of any guarantees required for contract execution.

The rights of the data subject are established in Title II (articles 7 to 10) of the relevant regulation. The Data Controller is the Legal Representative of MARGRAF S.p.A.

17. Applicable Law and Judicial Competence

This contract is governed by Italian law. The parties agree that the Vienna Convention does not apply. Any judicial disputes shall be exclusively referred to the jurisdiction of the Court of Vicenza.

Acceptance of the Conditions as Above:

Place and Date

MARGRAF SPA

The Client

Pursuant to and for the purposes of Article 1341, paragraph 2, of the Italian Civil Code, the following specific conditions of the general supply terms are approved as outlined below:

- 3 (unilateral termination)
- 4 (delivery)
- 8 (execution)
- 9 (installation)
- 10 (warranty and complaints)
- 11 (liability)
- 15 (interruption/suspension of execution)
- 16 (solve et repete)
- 18 (applicable law and jurisdiction).

FOR APPROVAL

Place and Date

MARGRAF SPA

The Client



MARGRAF

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