

General Conditions of Sale

1 Conclusion of the contract-written request - the right of derogation reserved to Sika Italia SpA

Sika Italia SpA concludes the contract with the explicit written acceptance. These general conditions of sale, which are known and fully accepted by the Customer, will apply even if other oral or written contracts are subsequently concluded with the same customer. All orders sent to Sika Italia SpA, either directly or through its own sales organisation, will be considered subject to full acceptance by the Customer of these general conditions of sale without any exceptions. Possible verbal orders sent to Sika Italia SpA may not be considered as an excess or exemption; subsequent orders require Sika Italia SpA's explicit written acceptance. Orders for amounts below € 500 will not be accepted. However, Sika Italia SpA reserves the right to accept orders of a lesser amount for special reasons; an extra fee of € 30 will be charged in this case.

2 Terms and other conditions of delivery

The deadline for delivery of the goods must be mutually acceptable to both parties. Without prejudice to the inclusion of specific clauses, this must be considered purely indicative and not binding. Therefore, Sika Italia SpA will not be liable in case of a temporary lack of products. In case of changes to the contract, the term is extended for a period equal to that initially established. In any case, when making an order, the delivery is deemed as having been completed when the goods have been delivered to the carrier even if the goods are sold carriage paid. Each event of force majeure shall suspend the term of the agreement for the entire duration of the event. If, as a result of events of force majeure, the contract cannot be executed within 60 days of the date agreed upon, both parties shall be entitled to withdraw from the contract.

In that case, the declaration of withdrawal must be sent to the other party by registered letter with return receipt, within ten days from the expiry of the aforesaid 60 days, excluding mutual rights to compensation or damages. The Customer, who will bear the relative costs, must explicitly request any insurance coverage of the goods sold and transported.

Acceptance of changes / additions to orders already entered in the system will be bound to the progress of the same. In the event that the order to be modified/integrated is already being prepared, another order must be entered.

3 Payments

Payments for the supplies will be made within the agreed terms indicated on the invoice and must always be received by the Registered offices of Sika Italia SpA in Peschiera Borromeo. In case of delay in payment compared to the terms indicated on the invoice, default interest provided for by Legislative Decree No. 431 dated 9 October 2002 and subsequent amendments and additions will be due to Sika Italia SpA without the need for prior notice. In the event of non-payment within the prescribed period, Sika Italia SpA has the right to suspend all supplies to the Customer, and the Customer may not make any claim for damage or other type of claims, even if the supply disruption causes stops in production.

4 Shipping - Method - Transportation Risks

The goods, even if they are sold "ex-arrival" or "free delivered to the purchaser", travels at the risk of the latter and all liability of Sika Italia SpA ceases upon delivery to the carrier in respect of which the buyer, after having carried out the necessary checks, may make claims. The goods are sold on the basis of the amount resulting from the transport documents and Sika Italia SpA is not liable for the lack of quantity and/or weight and/or breakage and/or damage that may occur during transportation and/or unloading. If the Customer does not issue special regulations for shipping, this will be carried out by Sika Italia SpA in the manner deemed most appropriate, without this leading to the assumption of liability by Sika Italia SpA. VAT and any other taxes and levies pertaining to the order are the sole responsibility of the Customer.

5 Transportation

All price lists are inclusive of materials delivered free of charge to the factories and/or warehouses of Sika Italia SpA. Respect the following hours:

Sika Factory Warehouse in Sassuolo

From Monday to Friday Morning: 08:00-12:30, Afternoon: 13:00-18:00

Sika Factory by CTS Sassuolo - Via Regina Pacis, 214 - 41049 Sassuolo (MO)

From Monday to Friday Morning: 08:30-12:30, Afternoon: 14:00-17:00

We recommend that you come and visit us during the early hours of the day.

6 Possible product returns

The products purchased from Sika Italia SpA cannot be returned without the written consent of the latter. The cost of transport to return the product, if consequent to an error of the buyer will be borne by the latter, while Sika Italia SpA will bear costs if the return of the product results in an error of the same and has given its formal written authorisation. Any return of products not authorised in writing in advance will be rejected.

7 Claims

Claims relating to the quality and quantity of the goods sold must be enforced exclusively by registered letter, within the terms established by article 1495 of the Civil Code. In case of obvious defects or deviations, the claims must be formalised within eight days of delivery. The date shown on the postmark will be verified for compliance with the deadline. Claims made in a different way and/or after the deadline will not be considered. Validly made complaints regarding all or part of the supply does not entitle the Customer to cancel the order; in any case, Sika Italia SpA has the responsibility to replace, at the same conditions, the goods subject to the complaint, excluding any claims for damages. **In particular, Sika Italia SpA shall not be liable in any way for consequential damages such as, for example, by way of an unlimited example, loss of profit, loss of production, damage to the image or reputation of the business.** Each Customer must establish that the products ordered from Sika Italia SpA ad used are suitable for the intended use. Sika Italia SpA guarantees conformity of its products with current standards. The correct use and application of the products is the sole liability of the Customer. Sika Italia SpA is in no way liable for the wrong, unsuitable or non-conforming use of the products and the consequent inadequate or unsatisfactory result. Any advice and/or instructions on the use and how to use the products taught by staff and/or collaborators are part of the explanation of the qualities and characteristics of the products; however, this cannot, in any way, lead to the release, even implicit, of guarantees and/or assumption of liability by Sika Italia SpA on the final result of the processing and / or work in which the products were used. Sika Italia SpA gives no warranty if: a) Sika Italia SpA has not been informed of the existence of the defect during the warranty period, b) if the product defect or damage to the structure on which it is placed are due to an application error or a maintenance defect, failure to comply with Sika Italia SpA provisions, abnormal conditions of temperature, contamination with other products, the fact that the product has been soiled or all further cases provided in the technical literature of Sika Italia SpA; c) if the defect is due to an inadequate design. Finally, Sika Italia SpA is not obliged to reimburse the costs incurred by the Customer to repair any defects in the product if Sika Italia SpA has not given its prior written approval with approval of the relative costs.

8 Prices

The reference price list is that in force at the time of the order, excluding VAT. Sika Italia SpA reserves the right to vary the prices of their products at any time. Unless otherwise indicated, the packaging is included in the price of materials.

9 Applicable law and jurisdiction

Italian law governs the contractual relationship between Sika Italia SpA and its client. Any dispute will be settled exclusively by the Court of Milan.

10 Validity of the general conditions

These terms and conditions supersede and replace any and all other printed or handwritten conditions reproduced or quoted in the offers, estimates and in the order confirmation sent by Sika Italia SpA. Any changes or exceptions to these general conditions of sale will be valid only if expressly approved in writing by Sika Italia SpA.

Price List Legend

Package:	shows the packaging of the individual product
Sale packages	minimum amount of sales
A/C:	A= product available C= products to be ordered (verify the availability with the Orders Office)
Note:	Additional information on products
Price for complete pallets:	price per unit of measurement, only for complete pallets.