

General Sales Conditions

In addition to the terms and expressions defined elsewhere in these General Sales Conditions (hereinafter referred to as "GSC"), the terms and expressions listed below in art. 1 have the meaning conventionally attributed to them or referred to in this document.

These GSC apply to all sales of products (hereinafter "Products") carried out between the "Seller" and the "Buyer". The GSC, together with the special conditions contained in the Order confirmation (hereinafter "Order Confirmation") and in the documents attached thereto, constitute, in the absence of specific objection to their application by the Buyer, the comprehensive framework of the contract between the Buyer and the Seller and replace any other and / or different term and / or condition in conflict with the ones proposed by the Buyer verbally or in writing and not expressly accepted by the Seller.

No modification or amendment to these GSC will be valid and effective between the Parties, unless agreed in writing and signed by a duly authorized representative of the Seller.

The Seller reserves the right to modify, supplement and change the GSC, attaching these changes, additions and variations to any written communication to the Buyer, who may not accept them within 3 (three) days of the communication. If the Buyer does not send any communication to the Seller regarding the changes, additions and variations of the GSC within 3 (three) days from the communication, they will be deemed accepted by the Buyer. Vice versa, in the case of non-acceptance by the Buyer in the aforementioned terms, the previously accepted GSC will remain valid, without prejudice to the Seller's right of withdrawal within the following 15 days.

1. Definitions

1.1 In regards to the interpretation of these General Terms and Conditions of Sale the following terms shall be construed as follows:

- a) by *Seller*: Thimeco S.r.l. - VAT number 01479820506 - with headquarters in San Miniato (PI), Via Vincenzo Gioberti, nr. 10;
- b) by *Buyer*: the company and / or individual who will have forwarded the Order;
- c) by *Parties*: the Seller and the Buyer considered jointly;
- d) by *order*: the communication through which the Buyer declares to the Seller that he wishes to purchase certain Products;
- e) by *Product*: the goods specified in the Order, subject to the Sales Agreements between the Buyer and the Seller;
- f) by *Order Confirmation*: the document sent by the Seller to the Buyer containing the acceptance of the purchase proposal, the type of and total price of the Products covered by the Order, any modifications to the Order, any Special Conditions of Sale;
- g) by *Contract of Sale*: any agreement or subsequent document or modification, resulting from the integration of the Order and Order Confirmation (with the prevalence of the provisions contained in the Order Confirmation with respect to those indicated in the Order) between the Seller and the Buyer concerning the purchase and sale of the Products;
- h) by *EXW*: the regulation of buyer and seller rights and obligations envisaged, with reference to the acronym Ex Works (Franco Fabbrica), from the Incoterms 2010 of the International Chamber of Commerce of Paris;
- i) by *General Conditions of sale*: the aforementioned general sale conditions;
- l) by *Special Conditions of Sale*: any supplementary and / or modifying condition of these General Conditions of Sale agreed between the parties according to the methods indicated below.

2. Contracts/Orders

2.1 Any Order constitutes an irrevocable proposal by the Buyer for a period of 10 [ten] days, and is subject to acceptance by the Seller, which is denied if within the aforementioned term the Order Confirmation has not occurred and the Vendor has not given execution, even partial, to the Order.

2.2 The Contract of Sale between the Seller, or its representatives, and the Buyer is considered concluded only after sending the Order Confirmation by the Seller to the Buyer. Unless otherwise stated, the catalogues, quotes and technical documents are for informational purposes only, and the Seller's offers are not binding without the Order Confirmation.

2.3 No integration or modification of the GSC between the parties, either indicated in the Purchase Order of the Buyer, or indicated in other documents, including shipping documents, may be opposed to the Seller, if not included in the Order Confirmation and / or acceptance by the Seller.

2.4 The signing and return of the Order Confirmation or, alternatively, its non-express refusal by the Buyer, in the 3 (three) days following receipt, entails the Buyer's acceptance of the particular terms and conditions of the contract. provided for therein.

2.5 The buyer's orders are held off for 10 (ten) days after they are received by the Seller.

2.6 Orders are considered accepted by the Seller only in the terms indicated in the Order Confirmation. The Orders directly processed by the Seller must also be considered confirmed. Any receipt of an advance on the Order by the Seller does not constitute acceptance of the Order.

2.7 The Buyer must indicate or outline, in the Order, the quantities of the Products and, where available, the code of the relative type of sample approved by the Buyer; Technical features of the Product other than those of the type of sample must be agreed upon in writing and must be confirmed in the Order Confirmation.

2.8 Unless otherwise agreed in the Order Confirmation, the orders are assumed to have been correctly dispatched by the Seller, relative to the quantities requested, with an error tolerance of $\pm 10\%$.

2.9 The Products are traded and sold with a measure calculated according to the metric decimal system; for extra EEC sales the reference measurement can be by square foot - 30x40cm. For corrugated/milled hides, the measurement is carried out before the final wrinkling phase. In case of dispute, the measurement will be carried out according to the method established by the UNI EN ISO 11646 standard. Standard tolerances are applied.

2.10 Each Order constitutes an autonomous contract, whose agreed upon price does not bind the parties to subsequent negotiations; in case of various deliveries, each one, for the purpose of any complaints and disputes, will be considered independently.

2.11 The Seller may cancel the Order if the Insurance against insolvency risk (credit insurance) revokes the credit granted in reference to the order of the Buyer, provided that the Insurance does not declare to recognize the insurance guarantee with regard to orders already accepted by the Seller, ie the Buyer does not lend itself a guarantee for the performance of its services resulting from the sale of the Products.

3. Retention of Title

The Seller, pursuant to art. 1523 of the Civil Code, reserves the right to property on the Products sold until the time of payment of all the credits existing at the time of the Order. This also applies if some or all of the credits have been included in an account for which the balance has been drawn and confirmed; the retention of title in this case guarantees the respective balance.

4. Delivery

4.1 The delivery and the relative transfer of the risks are always expressed in EXW terms at the Seller's plant in Montebello Vicentino (VI), via Vigazzolo nr. 116 - Italy (Incoterms® 2010), unless otherwise indicated as a result of the Order Confirmation and/or the Transport Document. Delivery is deemed to have occurred at the time the Products are taken over by the carrier at the Seller's premises or at another place of storage, even if the transport was agreed upon by the Seller, and from that moment on the relative risks the Products sold will be transferred to the Buyer. The Products are not insured against the risks of transport. Unless otherwise agreed, the sale price does not include transport costs.

4.2 Any date or time indicated by the Seller for shipping or delivery of the Products - even if defined as mandatory - shall be considered merely indicative and not peremptory, non-essential and non-binding for the Seller who undertakes every tolerance of use. If no date or time limit has been indicated, delivery must be made within a reasonable time.

4.3 In the event that the Buyer is in advance aware of the impossibility to receive the Products, the latter must inform the Seller of the reason and a reasonable deadline by which he expects to receive them.

4.4 If the Buyer delays the withdrawal of the Products, the Seller reserves the right to proceed with their invoicing in advance, starting with the relevant payment deadline. In any case, the costs of parking and any other charges and responsibilities for the storage and custody of the Products, as specified below, remain with the Buyer.

4.5 If the Buyer refuses to take delivery and/or withdraw the Products or individual lots, or delays the withdrawal of more than 15 (fifteen) days from the date scheduled for delivery, the Seller shall be entitled, in its sole discretion, to terminate the right the contract by written notice to the Buyer, or to request the execution in specific form of the same, firm and without prejudice to the right to obtain compensation for damages and the payment of a penalty equal to € 150.00 for each day - starting from the sixteenth day after the date scheduled for delivery - holding the Products by the Seller or to a delegated third party in custody/storage.

4.6 Any delay of the Seller in the delivery of the Products, other than those indicated in the following art. 4.7, will authorize the Buyer to terminate the contract only if the delay exceeds 90 (ninety) days from the date agreed for delivery.

4.7 If the Seller's delay is determined by strikes, labor unrest, lockouts, unforeseeable circumstances, fires, scarcity or absence of raw materials, delays by carriers and / or suppliers, introduction of measures by the public authorities, insurrections, state of war , sabotage, nuclear accidents, earthquakes, storms, epidemics and other natural events, embargos, force majeure or any other causes outside the reasonable control of the Seller, such as to prevent the finding of labor force, materials, components, plants in general, energy, fuel, means of transport, authorizations or government provisions, the expiration of the terms will remain suspended until the circumstance that determined the suspension has ceased to exist. The Seller, in any case, can not be held responsible for any consequences deriving from the occurrence of such events, even in the case in which it is delayed with respect to the agreed terms. The Seller will notify in writing, without delay, the termination of the force majeure case.

4.8 Should the impediment not be attributable to the Seller be lost for more than 120 (one hundred and twenty) days, each party will have the right to terminate the contract, without prejudice to the Seller's right to obtain payment for the supplies made.

4.9 Partial deliveries are permitted if not agreed otherwise.

4.10 Without prejudice to the termination of the contract, the Delivery may be suspended in all cases of payment default by the Buyer (the obligation to pay the price of the Products), or in the case of delay compared to the agreed terms, including with regard to a single remittance. In the event that there is a failure to pay the price of the Products, or the delay in the payment of a single remittance, with reference to a specific Order, the suspension of delivery may also include other Orders in progress and already accepted with Order Confirmation for which the agreed payment deadline has not yet expired.

5. Price of Products

5.1 The price per Product delivered pursuant to the preceding art. 4, unless otherwise indicated in the Order Confirmation, includes the standard packaging and loading on the means of transport directed to the Seller's plant.

5.2 Unless otherwise stated in the Order Confirmation, prices are net of all charges related to taxes and costs of transport, insurance, shipping, storage, handling, demurrage and the like, are the responsibility of the Buyer.

5.3 The prices are also net of the cost of the pallets, which must be returned at the expense of the Buyer to the Seller within 2 (two) months from the arrival of the Products to destination. In case of failure to return the goods in the aforementioned terms, the Seller will charge the relative cost to the Buyer, who will be required to pay it.

5.4 The price of the Products will be the one indicated by the price list of the Seller, applicable at the time of conclusion of the contract of sale, unless otherwise agreed in writing, reported in the Order Confirmation, between the Parties.

5.5 Any price increases related to changes in the costs of duties, taxes or rights that occurred after the issuance of the Order and the related Order Confirmation, must be agreed in writing and approved specifically by both parties.

6. Invoices and Payments

6.1 Invoices must be issued by the Seller in compliance with the confirmed Order.

6.2 Payments, unless any other agreement between the Parties to be noted in the Order Confirmation, will be made at 60 [sixty] days from the invoice's date month's end, by the Buyer.

6.3 In the event that the Buyer does not make the payment within the agreed term, they will be made in arrears without the need for special notice and will be required to pay the interest calculated in accordance with art. 5 of the Dlgs. 231/02 starting from the first day following the payment due date.

6.4 The terms of payment are essential in favor of the Seller. Any payment extension granted by the Seller must be shown on the Order Confirmation and / or a different written agreement between the Parties. Payments must be made in euros or in the different currency as shown in the Order Confirmation, and must be understood in any case to be made at the Seller's premises even when intended by means of promissory note or draft.

6.5 In the event of payment delays above 15 (fifteen) days, or if the Seller has reason to doubt the creditworthiness and financial credibility of the Buyer and the Buyer does not intend to pay in advance or provide the Seller with the required guarantees, or if the Buyer is subject to insolvency proceedings of any kind, the Vendor is granted the right to terminate the Contract or not to execute the part of the Contract not yet executed, without the Buyer's consent; in addition, all payments not yet due, without the need for a formal notice, will also be immediately due, even if referring to orders other than those for which the deadline not honored by the Buyer has matured.

6.6 The Buyer is not entitled to delay or suspend the payment of the Products under any circumstances, including the case of defects and / or non-conformities and / or defects, except for the right to repeat as unduly paid (solve et repete), nor is it legitimated to compensate any credits, unless written agreement.

7. Warranty

7.1 The Seller guarantees its Products for a period of 24 months from the date of delivery. Since the Products are made with natural leather, the scars, the scratches, the differences in grain and shade, the veining, the stretch marks are not to be considered defects but rather a peculiarity of the product used and attesting its authenticity.

7.2 The warranty is excluded if the defect has occurred due to the non-observance by the Buyer of the instructions provided by the Seller regarding the installation, maintenance and care of the Products, in compliance, however, with their peculiarity. By way of example, the warranty does not include: (i) natural defects of the Products (eg healed scars, veins, scars open and / or not healed, insect bites, fleshing marks, bite marks, neck wrinkles, gadfly bites, flaying marks, stretch marks, calluses, etc. .) not exceeding the normal tolerances; (ii) all defects of the Products deriving from the inadequate storage of the Products made by the Buyer or his successors or by the production process to which they have been subjected by the Buyer or his assignees, and / or attributable to the fact of the third party; (iii) non-conformity of the Products to particular specifications or technical characteristics or their suitability for particular uses, unless such characteristics were not expressly agreed in the Order Confirmation or in documents expressly referred to this purpose in the Order Confirmation or if they were not being present in the sample approved by the Buyer; (iv) damages resulting from cleaning with unsuitable products / products other than those recommended by the Seller; (v) exposure to sunlight, sources of heat or solar lamps; (vi) stains caused by acids, solvents, dyes, corrosive chemicals, ink, paint; (vii) damage caused by domestic animals, burns; etc.

7.3 The Seller will deliver merchandise of good quality, processed according to the best technical expertise and with the use of raw material and appropriate processing products; the colours, even if in congruence with the sample, are susceptible to tone variations; leathers with special processes may have chemical/physical characteristics that are lower than those of standard production; hides with a thickness of less than 1,00mm they are not subject to warranty against 'tearing'. The leather meets the current standard specifications regulating the quantities of harmful substances. The Seller's website, which is periodically updated, illustrates the main characteristics of the production process and the recommendations for the good and suitable use of the hides.

7.4 Unless expressly agreed otherwise, the warranty is understood to be in relation to the type and quality of agreed leather and not in relation to the use the Buyer intends to make of it.

8. Claims and returns

8.1 The Buyer must inspect the purchased goods immediately upon delivery and verify their consistency and quality.

8.2 Any complaints regarding the condition of the packaging, quantity, number, external characteristics of the Products and / or differences from the relative samples (faults and / or apparent defects), and for the measurement, must be notified to the Seller by post with a form of acknowledgment of receipt or by sending a certified e-mail, under penalty of forfeiture, within 10 (ten) days from the date of receipt of the Products, and in any case before submitting them to any processing, transformation or cutting.

Any complaints relating to defects that can not be identified by a diligent check at the time of receipt (faults and / or hidden defects) must be notified to the Seller by post with a form of acknowledgement. or by sending a certified e-mail, under penalty of forfeiture, within 10 (ten) days from the date of the discovery of the defect and / or of the flaw and in any case within 6 (six) months from delivery.

If the Buyer has viewed the goods before delivery, within the aforementioned term he will be able to forward a claim only regarding the quantity. No right to claim will be due to the buyer for defects of the goods that were or should have been already known at the time of the contract or the individual order.

8.3 Claims must expressly indicate the type of discrepancy and / or defect and / or flaw found and the number of products that are different and / or spoiled and / or defective. The Buyer is obliged, under penalty of forfeiture, to send a sample of the Products that are different and / or spoiled and / or defective within 8 (eight) days from the initial report.

8.4 The Seller takes on the responsibility to carry out the appropriate checks in order to assess the validity of the complaint. In the event that the complaint is considered founded, the Seller takes on the responsibility to remedy any defect, lack of quality or lack of conformity of the Products

attributable to them, if occurred within 6 (six) months from delivery of the Products, provided that the same has been promptly notified in compliance with the expected parameters. The Seller may choose, at their sole discretion, whether to reduce the price of the Products or to replace the Products that are differing and / or spoiled and / or defective, as long as they have not undergone any processing, transformation or cutting and are therefore in the same state in which they were delivered. The Products replaced under warranty will be subject to the same warranty as expected, starting from the date of replacement. The Seller's obligations as set out above are limited to the part of the goods that is not compliant with the Seller's descriptions and any other specifications provided in writing by the Seller and do not include the replacement and / or reduction of the price of the entire consignment goods delivered. It is understood that the Seller's obligation (to reduce the price or replace the Products) is absorbing and replacing the guarantees or responsibilities provided by law and excludes any other liability of the Seller (both contractual and non-contractual) in any case originated from the Products supplied (for example profit loss, loss of chance, withdrawal campaigns, etc.). In any case, the responsibility of the Seller is limited to the value of the price paid by the Buyer for Products that are different and / or spoiled and / or defective.

8.5 In the event that the Buyer has notified the defects and / or defects within the prescribed deadlines, but after verification has no basis in the advanced disputes, the Seller will be entitled to compensation for the expenses which he had to meet due to the notification of flaws and / or defects.

8.6 Any complaints or objections do not entitle the Buyer to suspend or, in any case, delay the payments for the goods subject to dispute, nor, much less, of other supplies, as provided for in paragraph 6.6 above.

9. Technical evaluation

9.1 Should a dispute arise between the Parties regarding the qualitative conformity of the Products with the technical specifications declared by the Seller and / or the sample approved by the Buyer, worth more than € 30,000.00 (or the equivalent amount in the payment currency specified in the Order Confirmation at the exchange rate in place on the date on which payment is due), the verification of the existence of defects and / or flaws and / or qualitative discrepancies reported, of the causes that originated them, as well as their traceability to normal tolerances, will be delegated exclusively to the opinion of a technician who will be appointed through a mutual agreement between the Parties.

9.2 If the Parties come to an agreement on the appointment of the technician, they will request it from the President of the Court of Vicenza.

9.3 The technician chosen by the Parties or indicated by the President of the Court of Vicenza shall make the decision within 45 (forty-five) days of the request, and the decision will be binding to both Parties, even in the eventual judgment that they may develop.

9.4 The costs of the technical verification will be borne by the party against which the results of the latter will be unfavorable, or divided into 50% each in the event that the results of the same are partially favorable to one and the other Party.

10. Legal termination

The Seller will be able to rescind, and therefore without any recourse to the judicial authority, but only by written communication to be sent by post with a form of acknowledgement of receipt to / or by a registered e-mail to the Buyer, the sales contract (a) in the event that the Buyer does not fulfill the payments in the agreed terms; (b) in the case of any essential violation of any of the clauses contained in these GSC, it being understood that an infringement of the contractual obligations other than those referred to in point a) can be considered essential if, following a written request to comply with such obligation, the Buyer does not provide you within 15 (fifteen) days of receipt.

11. Place of jurisdiction and applicable law

10.1 For any controversy related to the application and interpretation of this document, as well as for any dispute concerning the Order, its execution, its shipment, or any faults and / or defects of the goods sold, will be only relevant within the Court in which the registered office of the Seller. Notwithstanding the foregoing, the Seller will nevertheless have the right to appeal, at his discretion, to the Buyer's Court.

10.2 These General Conditions, and the sales contracts related to them, are governed by Italian law.

10.3 In case of any disputes regarding the application and interpretation of this document, as well as for any disputes concerning the Order, its execution, its shipment, or any faults and / or defects of the goods sold, or any other addition or modification of the same, the regulatory and prevailing language is Italian despite the translation in any other language.

12. Personal data protection

Pursuant to art. 13 of the GDPR (EU regulation 2016/679), the following information is provided, in line with the transparency principle, in order to make the Buyer (and, in any case, the user) aware of the characteristics and methods of data processing:

a) Identity and contact information

We inform that the "owner" of such processing is: Jouri Doumler, legal representative of Thimeco S.r.l., P. IVA 01479820506 - with registered offices in San Miniato (PI), Via Vincenzo Gioberti, nr. 10. The following contact details are shown: telephone: +39 0571 484079; email address: amministrazione@thimecosrl.it; certified e-mail address (Pec): thimeco@thimecopec.com; The representative in the territory of the State is: Jouri Doumler, contact details: as above.

b) Purposes of processing, legal basis and vested interest

The processing of personal data requested by the data subject is made for the following purposes:

- 1) - product sale
- 2) - provision of services
- 3) - marketing

The legal basis of the processing stems from the purpose to perfect the contract. The processing is necessary for the pursuit of the legitimate interest of the data controller to respect the contractual obligations signed between the parties. The lawfulness of the processing is based on the explicit consent expressed by the interested party via e-mail or website.

c) Recipients and possible categories of recipients of personal data

The data is processed by the institution by authorized data processing bodies under the responsibility of the Data Controller for the purposes set out above.

The data may be relayed to the following processing commissioners who have entered into specific agreements, conventions or protocols of agreements, contracted by the data controller.

The data can be relayed to the following categories of recipients: customers and suppliers.

d) Data transfer to a third country

The Data Controller will not transfer data to a third country or to an international organization, unless there is an adequacy decision by the Commission or, the reference to appropriate or, appropriate guarantees and the means to obtain a copy of such data or, the place where it was made available (in the case of transfers referred to in Article 46 or 47, or in Article 49, second paragraph of the GDPR).

e) Data retention period

Personal data will be stored for a period of three years and, in any case, for the period necessary to achieve the purposes for which they were collected.

f) Data rights

It is specified that, in reference to the personal data of the Buyer (and, in any case, the user), he may exercise the following rights:

1. right of access to their personal data; right to obtain rectification or cancellation of the same or limitation of the processing that concerns them;
2. right to oppose the processing;
3. right to data portability (law applicable to data only in electronic format), as governed by art. 20 of the GDPR.

Please note that as the data processing is based on Article 6, paragraph 1, letter a), or on article 9, paragraph 2, letter a) of EU regulation 2016/679, the Buyer (and, in any case, the user)) has the right to withdraw the consent at any time without prejudice to the lawfulness of the treatment based on consent before revocation.

With regard to the procedures for exercising the aforementioned rights, the interested party may write to: amministrazione@thimecosrl.it.

g) Complaints

The interested party is informed that they have the right to lodge a complaint with the supervisory authority and can contact: see the institutional website of the Privacy Guarantor www.garanteprivacy.it

h) Data communication

We inform you that the communication of personal data is a legal or contractual obligation or a necessary requirement for the conclusion of a contract.

i) Data provision

The provision of data is mandatory because the communication of data is a contractual obligation or a necessary requirement for the conclusion of the contract.

Failure to provide data will not allow the body concerned to proceed with the improvement of the procedure.

j) Other purposes of processing

if the data controller intends to further process the personal data for a different purpose other than that for which they were collected, before this additional processing, the holder will provide the data subject with information on such different purpose and any other relevant information.

k) Profiling

The holder does not use automated processes aimed at profiling.

13. Intellectual property

13.1 All information, technical standards, specifications and procedures provided by the Seller are the exclusive property of the latter.

No trademark or patent exploitation license, nor any other industrial or intellectual property rights, related to the technical specifications and the know-how provided, is granted to the Buyer with the conclusion of this contract and of the individual sale contracts of the Products.

13.2 The Buyer is required to promptly return to the Seller, at the termination of the dealings or at the end of the provision of the service, all the information, documents and specifications of the Seller.

13.3 The Buyer shall not use the name, trademark and other rights related to the intellectual property in advertising without the prior written consent of the Seller.

14. Confidentiality and confidential information

The Buyer and the Seller recognize that each of them will be able to reveal to the other confidential information related to their activity. Each Party undertakes to keep this information confidential and not to disclose its contents to any third party, to use such information only for the purposes of the sales contract and to return, upon request of the other party, the documents received containing information Confidentiali.

15. Vendor declaration

15.1 The Seller declares that the delivered goods comply with REACH 1907/2006 requirements and that it is not included in the specimen Parties mentioned in the Washington Convention.

15.2 They also declare that the goods delivered have undergone the last substantial and economically justified processing in a company equipped for this purpose in Italy.

15.3 The Seller also declares that the delivered goods comply with the current provisions regulating the content of pentachlorophenol, of aromatic amines from azo dyes, of hexavalent chromium, of formaldehyde, of cadmium and its compounds, of nickel and its compounds, of chlorine components. organic and organic solvents, fluorinated gases, perfluoroctans sulfonates, dimethyl fumarate and lead.

16. Final provisions

16.1 In the event of a clause of these GSC being void or ineffective, any nullity or ineffectiveness will not extend to the remaining contractual provisions.

16.2 Any communication between the Parties will be valid only if made in writing.

16.3 In the circumstance that the Seller fails to exercise a right or a faculty recognized by these GSC can not be interpreted as a general renunciation of this right or faculty, nor prevent the Seller from subsequently demanding the punctual and rigorous application of all the clauses contained therein.

16.4 These GCS are written in Italian as well as in English. In case of discrepancy between the Italian version and the English version, the text in Italian will prevail.

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The Seller

The Buyer

Having read the articles 2-3-4-6-7-8-10-11-14-16 of these General Conditions of Sale, the Buyer declares to accept them unconditionally and without any reservation, where necessary also pursuant to art. 1341 and 1342 of the Italian Civil Code.

The Seller

The Buyer