

General Terms and Conditions December 2022 Edition

The following conditions are applicable to contractual relations between:

- Vetrocure S.r.l., with registered office in via Circonvallazione Est 2/6, 27023, Cassolnovo (PV), hereinafter referred to as "Vetrocure",
- and any natural or legal person, consumer or professional, of private or public law, hereinafter referred to as "Customer".

Introduction

Vetrocure is specialised in the renovation of glass facades on site. It offers surface repair and renovation services aimed at removing or reducing existing damage such as scratches, incisions and limestone oxidation.

Art. 1. Object of Contract, Conditions

These general conditions regulate the implementation and the details of the terms of contract between the Customer and Vetrocure about the services indicated in the introduction and better described in the detailed offer of which this constitutes an integral part.

Art. 2. Contract Implementation

- 2.1. Vetrocure will normally prepare an offer and send it to the Customer. Upon receipt of the offer, in case of acceptance, the Customer must return a signed copy of the offer to Vetrocure. The signed copy is valid as a contract. The contract is valid from this moment.
- 2.2. As a contract, in particular situations of additional orders, a written order assignment transmitted by the Customer without prior written offer from Vetrocure but explicitly accepted by it may also have value.

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Società soggetta a direzione e coordinamento della Biffignandi S.p.A.

2.3. Together with the offer from Vetrocare, the Customer will receive these General Terms and Conditions of Contract or, alternatively, shall read them at www.vetrocare.eu.

By accepting the offer, the Customer signs a copy of the General Terms and Conditions of Contract. Alternatively, upon accepting the offer, the Customer signs a statement declaring that it has read and accepted these General Terms and Conditions of Contract.

2.4. The drafting of an offer by Vetrocare is normally free of charge.

2.5. The drafting of offers that include appraisals for the court or for insurance companies is subject to a charge.

Art. 3. **Working Methods of Vetrocare / Contract Application**

3.1. Prerequisites for the execution of the Contract:

For the correct and compliant accomplishment of the outdoor work, Vetrocare requires a minimum of 5 to 8 hours per day, a temperature of not less than 5°C and adequate daylight in order to carry out the work successfully.

3.2. Agreement on lead time:

Vetrocare cannot confirm the deadline for the execution of the work in a binding manner with the mere acceptance of the contract. The lead time is agreed upon with the Customer by assessing the operational availability and the need for coordination factors such as scaffolding, lifting equipment or climatic factors. As a rule, the contract can be implemented within one month from its acceptance.

3.3. Grinding and Polishing Services, Glass Renovation and Service Limitations:

Glass damage is removed by grinding and polishing techniques using mechanical and liquid means. The work is performed by removing only the necessary layer from the surface. Therefore, only those damages for which it is possible to leave a residual part of glass thickness, which does not damage the glass's own characteristics, can be repaired. Vetrocare

cannot repair scratches present in a glass perimeter of approximately 10 cm in width as well as scratches located near obstacles, handles or accessories, because its tools would not be able to access them.

Vetrocare will refrain from accepting and performing work, if this is not professionally or technically feasible, unless the Customer explicitly asks to attempt the work, accepting the risk of failure.

3.4. Applied regulations and/or directives:

For all work, reference is mainly made to EN 572, UNI EN 1279-5 2018, UNI TR 114/04 regulations and/or to the directives of the glass trade association for what concerns the criteria and distances for evaluating the visual quality standards of glass for the construction industry.

Art. 4. **Prices**

- 4.1. The prices will correspond to the remuneration listed in the offer.
- 4.2. The works are calculated on a lump sum basis for the restorations and results indicated in the offer. In case of further restorations not included in the offer, additions to the service contract must be agreed upon. In the event of non-execution due to unforeseen circumstances or motivated unexpected technical events that compromise the quality of the result, the unperformed portions of the contracted work will be unbundled.
- 4.3. Transport costs and further costs, which do not relate directly to the work performed on the facades or surfaces, will be stated specifically in the invoice. These costs are listed separately in the offer.
- 4.4. The use of hoists, forklifts, cranes, lifts, scaffolding, cladding and other equipment will be stated separately in the offer. Otherwise the Customer shall take charge of the equipment and bear the cost.

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4.5. Prices are exclusive of VAT.

Art. 5. **Payment Conditions**

- 5.1. The invoice amount shall be paid by the Customer according to the payment method stated in the offer. In the event of non-payment or delayed payment, interest on arrears must be due to the extent set out in Legislative Decree 231/02.
- 5.2. It is the right of Vetrocure to request advance payments or down payments in the offer. Balances will follow according to the progress of the work at Vetrocure's request. Closing invoice and balance will follow immediately after completion of the work.
- 5.3. The offer is binding. The occurrence of additional costs during the execution of the work, which were not foreseen at the time of the offer, must be promptly communicated to the Customer, stating the amount and the rationale behind it. In such case, the Customer has the right to withdraw from further work that has not yet been carried out, while work that has already been carried out will be charged according to the price in the offer.

Art. 6. **Conformity and Obligations of the Customer**

- 6.1. At the end of the execution of the contract, a Vetrocure specialist will draw up a technical intervention report. The regular execution of the work will be confirmed by the Customer signature on the report (or by the signature of its representative). To this end, the Customer or its representative must necessarily be present at the end of the work to assess its conformity, otherwise the work will be considered accepted without reservation.
- 6.2. For works of some importance which require more than one day for execution, the report will be drafted by a Vetrocure specialist together with the Customer (or the Customer's

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representative), according to the work progress previously agreed between the parties. This report shall be signed by both parties.

To this end, the Customer or its representative must necessarily be present at the end of each work stage to assess its conformity, otherwise the work stage will be deemed accepted without reservation.

Art. 7. Warranty and Limitation of Liability

- 7.1. Vetrocure guarantees a workmanlike quality of execution.
- 7.2. Polishing work on glass facades or other surfaces leads to the modification of the surface. Therefore, the processed part may be recognised as such depending on the visual angle or light irradiation. As a rule, the glass alteration will not be detected by normal observation. In any case, the perception will not be disturbing. Glass alteration is part of the criteria for assessing workmanship according to the above-mentioned regulations and guidelines in subsection 3.4 concerning undeformed transparency.
- 7.3. If the glass does not meet these criteria on the basis of the work done, no charge will be made for the work performed on the faulty glass, excluding transportation and ancillary costs, which, according to subsections 4.3 and 4.4, will be charged in any case.
- 7.4. Before the commencement of work, the damaged surfaces may present some tensioned or weakened parts. As a consequence of that, a glass surface may break. These cases are treated as exceptions and are the result of a pre-existing injury to the glass surface. Therefore, Vetrocure does not accept liability if the glass breaks during work execution. In this case, Vetrocure will not charge for the work carried out on the surface that has broken, excluding transport and ancillary costs, which, according to subsection 4.3 and 4.4, will be charged in any case.

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- 7.5. Before the commencement of work, the Customer must adequately protect any fragile materials such as plaster, special flooring or similar coverings, which are sensitive to moisture and stains. Vetrocure takes no responsibility for such stains or damage.
- 7.6. No further claims by the Customer are allowed, other than those provided for by law.

Art. 8. Data Processing

- 8.1. The Customer is informed that the data collected will be processed for administrative and accounting purposes and for any commercial initiatives in accordance with Legislative Decree No. 196/2003 and EU Regulation 2016/679. The data controller is Vetrocure S.r.l. Via Circonvallazione est 2/6 27023 Cassolnovo (PV).
- 8.2. Vetrocure S.r.l. is responsible for data processing throughout the duration of works and also afterwards.

Art. 9. Applicable Law and Competent Court

- 9.1. The contract is governed by Italian law.
- 9.2. Without prejudice to the applicability of the rules of the Consumer Code, the Court of Pavia has exclusive jurisdiction over any dispute concerning the interpretation, execution or termination of this contract.

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