

## General Conditions of Sale

### 1. GENERAL PROVISIONS

1.1. The following terms and conditions ("General Conditions of Sale") form an integral part of the contracts finalised between the Seller, Pasolini Luigi S.r.l. ("Seller"), and the Customer ("Buyer") for the supply of products made by the Seller ("Own manufactured products"), for products manufactured by third parties and sold by the Seller ("Products supplied by third parties"), products manufactured and sold by the Seller to specific work orders and projects ("Special Products"), as well as consultancy services ("Consultancy") and additional services ("Assembly and Transport") provided by the seller.

1.2. The General Conditions of Sale are available on line, at [www.pasolini.it](http://www.pasolini.it) and apply to all transactions concluded between the Seller and the Buyer without the need for there to be express reference to the same or to a specific agreement to that effect upon the finalisation of each individual transaction. Any different term or condition only applies if confirmed in writing by the Seller.

1.3. The Seller reserves the right to modify, integrate or change the General Conditions of Sale, while promptly attaching these changes to quotations or any other correspondence forwarded in writing to the Buyer.

### 2. QUOTATIONS, OFFERS AND ORDERS. SALE WITH RETENTION OF OWNERSHIP

2.1. The Seller's quotations to the public are not to be considered binding, with reference to quantities, prices and delivery terms, until final acceptance is provided by the Buyer. The Seller's customised quotations are not to be considered binding until final formalisation of the order by the Buyer according to the procedures set out in this article.

2.2. Order means the written proposal sent by e-mail, or the management programs used by the Buyer, to the Seller and accepted by the latter, in writing, in the same manner. The Buyer's proposal, signed by the Agent and sent to the Seller, is a proposal to purchase ("Pre-order") and is not binding for the Seller. In fact, purchase proposals made by the Buyer are not to be considered as accepted until they have been confirmed in writing by the Seller.

2.3. Purchase proposals are accepted by the Seller with the Buyer's order number in accordance with the management system in use.

2.4. Changes to orders already formalised and made verbally or by telephone must be confirmed in writing between the Buyer and the Seller in compliance with the provisions in this article. Otherwise the Seller cannot accept any responsibility for variations or discrepancies that are not the subject of a specific agreement.

2.5. In the case of formalisation of an order with payment by instalments, the Sale is to be considered as finalised with retention of ownership and, therefore, the Buyer acquires ownership of the product solely upon payment of the final instalment. In the event that the contract is terminated due to default by the Buyer, the Seller will have the right to have the product returned and will be required to refund the instalments received, except for the fair compensation for the use of the goods to the extent of 30% of the value of the goods and any additional damage.

### **3. SUBJECT. PRODUCTS – CONSULENZE.**

- 3.1. Contracts may refer to "Own manufactured products", "Products supplied by third parties", "Special Products" and "Consultancy".
- 3.2. "Own manufactured products" means all those products made directly by the Seller, based on its own know-how.
- 3.3. "Products supplied by third parties" means all those products made by third-party manufacturers who provide the legal guarantees regarding the conformity of the goods with the standard requirements provided by industry regulations.
- 3.4. "Special Products" means all products made to measure by the Seller based on a project of its own creation or one provided by the Buyer.
- 3.5. "Consultancy" means all graphic design and production activities based on the Seller's creative idea.

### **4. ADDITIONAL SERVICES (TRANSPORT, ASSEMBLY)**

- 4.1 Transport and assembly of the furniture that is the subject of the supply is at the Buyer's expense, unless otherwise expressly agreed by the parties.
- 4.2 The Buyer, by the date scheduled for delivery, must prepare everything that is necessary for transport and assembly. All risk becomes the responsibility of the Buyer upon delivery to the carrier. The Seller is not liable for any delivery delays that are attributable to the Buyer's conduct.
- 4.3 In the event that the Seller has been specifically instructed to provide transport and/or assembly, the risk is understood to be assumed by the Buyer at the time of delivery to the Carrier. Relations between the Seller and the Buyer are regulated by a separate contract. In any case, the Seller will not be held responsible for any delay in delivery and installation and/or for any other anomaly due to force majeure or unforeseeable circumstances or, in any case, for reasons not attributable to the Seller.

### **5. TERMS OF PAYMENT.**

- 5.1. The personalised terms of payment are expressly indicated at the bottom of the written order confirmation provided by the Seller.
- 5.2. In the absence of specific agreements, the terms of payment in use with the Buyer apply

### **6. TERMS OF WARRANTY**

- 6.1. The Seller provides legal guarantees for the "Own manufactured products", except for the specifications in this article.
- 6.2. The Seller guarantees that the "Special Products" made to its project are free from defects and conform to the technical specifications declared by the Seller. The Seller cannot provide warranty or be held responsible for defects and anomalies deriving from a design fault, if the project is provided by the Buyer.
- 6.3. In the case of "Special Products" made and sold at the request and to the project of the Buyer, the Seller is not responsible for the lack of licenses, authorisations and any other requirement and/or qualification required by the Public Administration to which the Buyer refers and the latter is responsible for any carrying out any preventive verification at the Public Offices concerned.

6.4. As far as "Products supplied by third parties" are concerned, the Seller provides the warranty given by the manufacturer. In any case, the Seller cannot be held liable for any hidden defects or anomalies that are attributable to the manufacturer. In this case, the Seller will only be required to cooperate so that the Buyer can usefully report the defect to the manufacturer.

6.5. The warranty only applies to products used in environments, and for applications, that are consistent with the specifications declared by the Seller; any improper use is to be considered forbidden.

6.6. The warranty does not cover anomalies or damages resulting from applications that are incorrect or inadequate for the product. Furthermore, the warranty does not cover damages deriving from any modification or replacement of parts of the product that are not authorised by the Seller.

6.7. In any case, the warranty does not extend to the normal wear and tear of the goods.

6.8. A natural or physiological imperfection of the Product does not constitute a defect or anomaly.

## **7. TERMS OF COMPLAINT.**

7.1. Any defects and/or anomalies must be reported in writing, by legally certified email or registered letter with acknowledgment of receipt, no later than 8 days from delivery and/or installation of the Product.

7.2. In any case, the defect and/or anomaly must be ascertained jointly by the parties with an inspection to be agreed within 8 days of the report.

## **8. RIGHT TO CANCEL**

8.1. The right of withdrawal may be exercised before execution of the contract has been initiated and, in any case, no later than 8 days from finalisation in writing of the contract, providing that the Buyer's order is not of an urgent nature. In this case withdrawal can be exercised no later than 3 days from finalisation of the contract.

8.2. Cancellation must be made in writing by the Buyer and sent to the Seller with the same methods used to formalise the order.

8.2. In the case of a contract stipulated with the Consumer, the relevant legislation applies.

## **9. CONFIDENTIALITY AND OTHER PROVISIONS, PENALTY AND COMPENSATION FOR DAMAGES**

9.1. In the case of "Consultancy", the Buyer is prohibited from reproducing, merely copying, exploiting for purposes other than personal use and/or disclosing to third parties free of charge and/or for payment, the project or graphic design provided by the Seller based on their own creative idea.

9.2. The parties are also bound by confidentiality regarding the technical information provided and exchanged between each other. Disclosing any information acquired for processing the project or special product to third parties is strictly prohibited unless expressly authorised by the interested party.

9.2. In the event of a breach of this prohibition, the Seller is entitled to apply a penalty to the extent of 10% of the value of the order made, without prejudice to compensation for the greater damage.

## **10. JURISDICTION**

Any dispute regarding the stipulation, interpretation and execution of contracts is the exclusive competence of the Brescia Courts of Law.

**11. FINAL PROVISIONS**

11.1. Contracts are subject to Italian law.

11.2. For anything not expressly indicated herein, reference should be made to the Italian Civil Code and, in the case of contracts finalised with the Consumer, reference should be made to Legislative Decree no. 206 of 6 September 2005 and subsequent amendments and integrations.

THE SELLER

THE BUYER

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the Buyer specifically approves the following provisions: 2, 4, 5, 6, 7, 8, 9, 10, 11

THE SELLER

THE BUYER

REV. 1 UPDATING 2019, JULY