

GENERAL TERMS OF SALE

1. GENERAL POINTS AND FIELD OF APPLICATION

- 1.1** These general terms of sale ("Terms") cancel and replace all previous versions.
- 1.2** These Terms form an integral part of all sales contracts ("Contract(s)"), having as their subject the products manufactured and/or sold ("Product(s)") by ARBI Arredobagno S.r.l. (Tax code/VAT no. 01250700935), with registered office in Viale Lino Zanussi, 34/A, 33070 Maron di Brugnera (PN) – Italy ("Seller") with another company or different body, collective or individual, that is buying for purposes relating to its sales and/or professional business ("Buyer").
- 1.3** Any Buyer general terms and, in particular, the terms of purchase of the latter will not be applicable to Contracts drawn up with the Seller unless expressly accepted in writing by the latter; in any event, save by written waiver. The existence of any Buyer terms will not overrule the effectiveness of these Terms.
- 1.4** The Buyer acknowledges and accepts that the Seller will be able at any time to edit, add to and/or change these Terms.
- 1.5** Any behaviour, even if repeated, that is not in compliance with one or more of these Terms cannot in any case prejudice the right of the Seller to ask for said Terms to be applied at any time.

2. PRODUCT PRICES

- 2.1** The Product prices are exclusively those indicated by the Seller ("Prices") in the price list ("Price list") delivered to the Buyer.
- 2.2** Any errors and/or inaccuracies in the Prices included in the digital price lists in all their formats (e.g. Angaisa) cannot be considered a cause for dispute on the Buyer's part, as the Price List mentioned in § 2.1 above is to be considered valid in all cases.
- 2.3** The Prices set by the Seller are to be understood to be net of taxes, duties, other taxes, costs of installation, transport and any other service that remains at the expense of the Buyer.
- 2.4** The Prices can be changed depending on the costs of the raw materials, services, labour and/or prices from the Seller's suppliers and/or sub-suppliers, with 60 (sixty) days' notice.

3. MATERIALS AND SAMPLES

- 3.1** The Product catalogues, samples and price lists (apart from those that are purely illustrative/for advertising) made available to the Buyer by the Seller ("Materials"), must not be delivered, nor shown to third parties, nor reproduced, without the previous written authorisation of the Seller. The Materials must be returned upon a simple request from the Seller.
- 3.2** The compliance of the Product with the sample provided to the Buyer ("Sample"), in both the initial supply and subsequent ones, can show differences compared to the Product sold due to the technical variation of the Product or to the physical consistency of the Sample (e.g. colours, materials, measurements, etc.), also caused by environmental factors (e.g. humidity, exposure to light, etc.).

4. ORDER

- 4.1** These Terms are understood to be valid for any purchase order ("Order"), unless differently and specifically arranged by the parties.
- 4.2** When making the Order, the Buyer declares he has seen and accepts the Terms in their entirety.
- 4.3** Order is used to mean any written request to purchase the Product made directly by the Buyer to the Seller via fax or email (ordini@arbiarredobagno.it) or (orders@arbiarredobagno.it), or through the Seller's portal ("Portal"), directly or via intermediaries (e.g. agents, business brokers, etc.) with any related attachments (e.g. graphics card, technical specifications, designs for non-standard measurements, etc.), to be considered an integral part of the Order itself.
- 4.4** The Order must in all cases contain the following specific information:
- a) the identification data of the Buyer (e.g. name, registered office, Tax Code/VAT no., email, etc.);
 - b) code, quantity, specific measurements (even with drawing), model, colour and way round of the Product ordered and any technical diagrams for any products from third parties (e.g. space for recessed washbasin, etc.);
 - c) place of destination of Product.
- 4.5** The Orders and/or changes to the Orders made verbally and/or by phone must always be confirmed in writing by the Buyer, using one of the methods described in art. 4.3.
- 4.6** The Contract will be effective only from the date of acceptance of the Order by the Seller, at which time the order confirmation is generated by the Seller himself, in the admin area of the Portal ("Order Confirmation"). The Seller is not obliged to send the Order Confirmation to the Buyer, given that the Buyer can download it at any time from the admin area of the Portal.
- 4.7** The Orders and/or tasks taken on by partners, agents and/or other associates of the Seller do not in any way have the power to bind the Seller himself; therefore all Orders managed by the aforementioned persons become valid and effective only with the Seller's Order Confirmation.
- 4.8** Any offers, credits and/or discounts granted by agents or other intermediaries, are not considered valid if not confirmed in writing by the Seller.
- 4.9** For everything not indicated in the Order the technical/qualitative standards of the Seller will apply, which the Buyer declares he knows and considers appropriate for his requirements.
- 4.10** The Seller reserves the right to cancel or change the characteristics and Price of the Products that are the subject of the Order at any time before the issuing of the Order Confirmation. Consequently the Products ordered can be subject to changes in their characteristics and List Prices.
- 4.11** The Seller shall not be held liable for any inaccuracies and/or errors contained in the Orders sent to him by the Buyer.
- 4.12** For Products that are to be manufactured upon a specific request from the Buyer ("non-standard"), it is necessary to activate a feasibility request before sending the Order. The Buyer must forward the request to the Seller's sales office, attaching a drawing with the

technical characteristics of the Product requested. The Seller will issue an estimate with an indication of the price, of any technical clarifications and of the relative delivery time frames; this estimate will be valid for 10 (ten) days from its issue date.

5. CHANGES TO ORDER

- 5.1** The Buyer, unconditionally, within and not exceeding 24 (twenty-four) hours of the Order Confirmation, must advise in writing of any variations or differences between the Order and the Order Confirmation; failing this, the Seller will start to fulfil the Contract according to the terms confirmed by it.
- 5.3** It remains understood that any variations to the Order by the Buyer, even if accepted by the Seller according to the terms above, may lead to a change in the Price and delivery time of the Products.
- 5.4** Apart from what is provided for above, no Order confirmed by the Seller can be cancelled or changed by the Buyer, except for by the Seller's previous written consent and on condition that the Buyer fully compensates the Seller for any loss (including loss of profit), expense (including all costs of work and of materials used) and damage as a result of this cancellation, for which the Seller will issue the relative debit note to the Buyer.

6. DELIVERY

- 6.1** The delivery date of the Product, shown on the Order Confirmation, is purely indicative and is not binding for the Seller.
- 6.2** From the moment of delivery of the Product by the Seller to the Buyer (even by a courier), all risks will be at the full and exclusive charge of the Buyer.
- 6.3** The Seller reserves the right to apply Price supplements for all transport situations considered at risk and/or according to the regulatory standards in the different countries of destination of the Product.
- 6.4** When the deadline for delivery of the Product is expressed in days, these must be understood as working days (from Monday to Friday inclusive). The deadlines are understood to be suspended in periods of closure for public holidays and/or at the same time as festivities that apply in the country where the Seller has his operating base.
- 6.5** Any delay with respect to the delivery date of the Products does not give the Buyer the right to ask the Seller for any compensation and/or penalties of any kind.
- 6.6** No responsibility can be ascribed to the Seller and therefore nothing will be owed to the Buyer where non-delivery is not attributable to the Seller, considering as such, by way of example but not limited to: omissions, defectiveness and/or delays of third parties, including suppliers and sub-suppliers, reasons of force majeure such as mobilisations, uprisings, strikes or lockouts, wars, epidemics, closure, accidents or breakdowns of machinery or tools, fires, collapses, floods, earthquakes, excessive temperatures, meteorological events, government actions (including, again merely by way of example, bans on exporting or re-exporting, failure to grant, cancellation of licences required for export) and in general in any other case that leads to the total or partial inactivity of the Seller's factories and/or the stoppage and/or slowing down of production.
- 6.8** In any case, the Buyer will not be able to cite a delay in the delivery of the Products as a reason to dissolve the Contract or delay payment for the Products.
- 6.9** Delivery of the Products, even if partial, cannot be refused by the Buyer.

7. TRANSPORT

- 7.1** Unless agreed to the contrary, the Products are understood to be sold "Ex-Works" by the Seller.
- 7.2** Transport, even if organised by the Seller on the request and/or in the interest of the Buyer, is always at the cost and risk of the latter.
- 7.3** For deliveries with a net total of less than € 250.00 (two hundred and fifty/00) a contribution for transport costs will be applied, equal to € 30.00 (thirty/00) plus VAT.
- 7.4** For deliveries requested by the Buyer via express courier, there will be charged an amount that will be assessed based on the weight and volume of the Product to be shipped, with a minimum of € 15.00 (fifteen/00) plus VAT.

8. PRODUCT CHECK

- 8.1** It is exclusively the responsibility of the Buyer to check the Products received, the subject of the Order/Order Confirmation, that the number of packages, the characteristics and the dimensions match, and that the Product is complete.
- 8.2** The correct receipt of the Product is understood as confirmed with the signature on the transport document.

9. PRODUCT INSTALLATION

- 9.1** The Seller recommends that the assembly instructions relating to the Product, supplied by him together with the Product, are followed, it being understood that the Seller will not be in any way responsible for damage (direct and/or indirect) caused by incorrect installation of the Product or through its improper use.

10. CLAIMS AND RETURNS

- 10.1** Where the Buyer spots faults and defects in the Product he must report them to the Seller, or risk forfeiture, within 8 (eight) days of delivery.
- 10.2** Any claims must be made in writing, via the Portal, email (resi@arbiarredobagno.it), registered letter with receipt, or fax, describing in as much detail as possible the nature of the fault/defect encountered, giving all the necessary references (e.g. order, delivery document or invoice number) and attaching any photographs of the Product.
- 10.3** Product returns are not accepted without the Seller's prior written agreement.
- 10.4** If returns have been authorised, the Products must be delivered to the Seller's factory or wherever indicated by the Seller.
- 10.5** The returned Product must be affixed with a sticky label (or other equivalent method) on which to state the claimed fault and/or defect and it is to be redelivered in excellent condition and suitably wrapped, otherwise the Seller will not accept any return.
- 10.6** The Seller rules out, unless otherwise agreed, taking back or making reimbursements for Products that have already been used or at any rate installed.

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10.7 Upon return to the Seller, the Products will be carefully checked by specialist personnel; in the event that no manufacturing faults/defects are discovered that can be traced back to the Seller (or his suppliers or sub-suppliers), they will be made available to the Buyer for collection; after 7 (seven) days have passed from the notification of non-acceptance of the return, if the Product has not been collected by the Buyer, the Seller will be authorised to dispose of it.

11. GUARANTEE

11.1 The Seller guarantees the Products for a duration of 12 (twelve) months from delivery.

11.2 The Seller's guarantee does not cover:

- a) indirect damage that may be caused by other material objects or by any other element that is not an integral part of the Product that is faulty/defective;
- b) costs of dismantling and reassembling the Product and any related structural parts.

11.3 The guarantee on the Products is not recognised:

- a) for faults/defects or damage resulting from normal wear and tear of the components and/or from non-compliant use of the Product;
- b) for faults/defects or damage resulting from not respecting the instructions for use, maintenance, care and cleaning described in the Product data sheet;
- c) for any differences in shade/colour that all Products may undergo over time, due to ambient and artificial light, to heat, steam, humidity and ageing. These variations may become more noticeable where complementary items are later provided to the first delivery; that cannot constitute a reason for a claim or return of the Product;
- d) for defects and/or damage resulting from incorrect installation, handling, modifications, alterations or repairs by the Buyer or third parties.

11.4 The Seller's guarantee on the products is invalidated in the event of:

- a) faults/defects or damage to individual components of the Product due to faulty installation or installation not carried out to perfection, to hydraulic and electrical connections done by non-specialist personnel and/or not compliant with the regulations in force in the country of manufacture/installation and/or not compliant with the Product data sheet;
- b) for faults/defects or damage caused by transport of the Product or of its individual components;
- c) for faults/defects or damage caused to the Product's individual components, arising from dismantling, assembly and installation, handling and modifications carried out by the Buyer;
- d) for faults/defects or damage to elements and/or structures that house other components (e.g. taps, washbasins, etc.), if these are not supplied by the Seller.

12. RETENTION OF TITLE

12.1 Until the Buyer provides full payment of the Price, the Product that is the subject of the Contract will remain the property of the Seller.

12.3 During the abovementioned period, the Buyer will not be able to transfer the Products purchased, give them for use, allow them to be seized or impounded or at any rate not dispose of them; otherwise the Seller will be able to demand immediate payment of what is still owed, retaining his power to dissolve the Contract according to the terms of art. 1456 of the civil code, unless the damage is made good.

13. PAYMENTS

13.1 Payments for Products must be made within the deadlines and according to what is indicated on the Seller's invoices, to the latter's address.

13.2 Payment by the Buyer by methods other than those shown by the Seller: if payment is made with cheques or bills of exchange, they will be considered as accepted "subject to clearance".

13.3 For no reason and by no right can the Buyer defer and/or suspend payment of the invoices issued by the Seller beyond the deadlines shown.

13.4 In the event of delayed payment or payment in instalments of the total on the invoice, non-observance of even just one payment deadline will lead to the automatic forfeiture of the benefit of the deadline and the immediate demand for the full amount by the Seller. In any case, for each day's delay with respect to the agreed payment deadline, delinquency interest charges will be calculated, owed by law.

13.5 Any advance payments received by the Seller are understood to be non-interest bearing and will be returned without any increment in the event of the Seller not accepting the Buyer's Order. The advance will, however, remain as acquired by the Seller if the Order is cancelled by the Buyer without respecting the terms of art. 5 above.

13.6 Receipt of the invoice without any concomitant written objection on the part of the Buyer implies that he has acknowledged the amount due shown by the aforementioned invoice, according to the terms of art. 1988 of the civil code.

13.7 The Buyer cannot, for any reason, including claimed faults or defects in the Products, suspend or delay payment for the Products.

13.8 The Seller has the authority to ask the Buyer, even whilst the Contract is being carried out, for deposits or full payment for the Product.

13.10 The Buyer's failure to provide the guarantees requested by the Seller will constitute a reason to dissolve the Contract according to the terms of art. 1456 of the civil code, unless the damage is made good.

14. PAST-DUE BILLS

14.1 Default interest is due on all the sums unpaid by the Buyer on the deadlines indicated on the invoice and/or agreed between the parties, at the rate set in Legislative Decree no. 192/2012 and subsequent amendments and additions.

14.2 In any event, non-payment, even if partial, of the Price will authorise the Seller to suspend fulfilment of the Order and will lead to the automatic extension of the delivery period for the product.

14.3 This is without prejudice to the Seller's authority to dissolve the Contract for the Buyer's non-fulfilment, according to the terms of art. 1456 of the civil code, unless the damage is made good.

15. NON-FULFILMENT

15.1 In the event of bankruptcy or of the Buyer starting bankruptcy proceedings as well as in the event of the Buyer being subjected to executive procedures and/or protests or, in general, in the event of variations in the Buyer's financial capacities being noted or if defaults occur, save for the solution hypotheses in art. 1456 of the civil code, the Buyer's debts will be considered as immediately payable and the Seller will have the power, as stated in art. 1373 of the civil code, to withdraw from the Contract, without any obligation to give notice, by sending a registered letter with receipt of payment or certified email, unless the damage is made good.

15.2 Fulfilment of the Contract can be suspended at any time in the event of a change to the Buyer's financial situation (or in the cases mentioned above in § 13.8), according to the terms and effects of art. 1461 of the civil code.

15.3 In the event of the Contract being dissolved, any sum of money due will become payable and any sum of money already paid by the Buyer will remain with the Seller and the Products not yet paid for will be immediately returned to the latter, at the risk and cost of the Buyer, with the obligation to pay a sum in the form of a penalty of 10% (ten percent) of the Price, for each day's delay in their return.

16. CONFIDENTIALITY AND EXCLUSIVE RIGHTS

16.1 The Buyer is obliged to observe the strictest confidentiality about all the news of a technical nature (such as, merely by way of example, drawings, charts, documentation, formulae and correspondence) and of a business nature (including terms of contract, sales prices, terms of payment, sales strategies), as well as about all the Seller's other information, learned or received whilst the Contract is being fulfilled.

16.2 The technical information and any other industrial property right (trademarks, patents, models, copyright, etc.) that the Seller makes available to the Buyer, remain the exclusive property of the Seller and their use/dissemination by any means is forbidden.

16.3 The obligations mentioned above are taken on for the entire duration of the Contract and thereafter for 10 (ten) years following its completion. Failing this, the Buyer will be obliged to make good the damage to the Seller.

17. PORTAL

17.1 To access the Portal (www.arbriarredobagno.it - Restricted Area - Administration) the Seller will provide the Buyer with a "username" and "password" that will be supplied to the Buyer.

17.2 The Buyer will undertake to keep the user name and password with the greatest care and assiduousness, remaining solely responsible for looking after them and using them.

18. COURT OF JURISDICTION AND APPLICABLE LAW

18.1 For any dispute relating to the contractual relationships set out here, save for the Seller's power to make a different choice, the Italian judicial authority will be competent, and in particular the Court of Pordenone, and the applicable law will be Italian law. For any precautionary trialling of the Mediation or Assisted Negotiation procedures, this will also be based in Pordenone.

18.2 Where these Terms have been translated into a foreign language, it must be expressly understood that in the event of conflicts over their interpretation, the version provided in Italian will always take precedence.

19. MISCELLANEOUS

19.1 Unless otherwise agreed, all communications between the parties must be in writing and sent to the address of the recipient shown in the Contract or to the registered office of the recipient by registered letter with proof of receipt, fax, email or certified email.

19.2 The graphics program that the Seller provides to the Buyer has the sole function of supporting the sale.

19.3 Estimates and confirmations arising from the graphics program are subject to confirmation by the Seller as regards both prices and feasibility.

19.4 The technical data, measurements, Prices, characteristics, materials, processes, suppliers/sub-suppliers, performance and all other data related to the Products shown in the Seller's Materials and Samples are purely indicative in nature and may be changed at the Seller's discretion.

20. PRIVACY INFORMATION

20.1 With reference to the obligations undertaken on the subject of personal data protection, as in Ruling UE 2016/679 ("GDPR") and Legislative Decree 196/2006, as modified by Leg. Dec. 101/2018, the Seller has undertaken to use the privacy information (published on the site www.arbriarredobagno.it), in relation to the measurement, method and purpose of processing personal data in the framework of these Terms, or in other connected documents, exclusively for the aims of drawing up and fulfilling the Contract and for the obligations, also by law, closely connected to the management of the contractual relationship with the Buyer.

In compliance with the provisions of articles 1341 and 1342 of the Civil Code, the following clauses are approved specifically: 1. GENERAL POINTS AND FIELD OF APPLICATION; 2. PRICE LIST; 3. MATERIALS AND SAMPLES; 4. ORDER; 5. CHANGES TO ORDER; 6. DELIVERY; 7. TRANSPORT; 8. PRODUCT CHECK; 9. PRODUCT INSTALLATION; 10. CLAIMS AND RETURNS; 11. GUARANTEE; 11. RETENTION OF TITLE; 13. PAYMENTS; 14. PAST-DUE BILLS; 15. DEFAULTS; 16. CONFIDENTIALITY AND EXCLUSIVITY RIGHTS; 17. DEDICATED SOFTWARE; 18. COURT OF JURISDICTION AND APPLICABLE LAW; 19. MISCELLANEOUS; 20. PRIVACY INFORMATION.