

## GENERAL CONDITIONS OF SALE

**Art. 1 – Recital** – Unless otherwise provided for in a separate written agreement between the parties, every sale of products of Studio Italia Design S.r.l., VAT 02992370276 (hereinafter, “SID”) is governed by the following General Conditions of Sale that must be considered as an essential part of this agreement and shall be deemed to have been accepted by the Buyer even though the latter has not signed them. Any clause unilaterally added by the Buyer in the documentation signed by it and/or in its correspondence, being against or in any case in addition to the general conditions or to those specific expressly approved in writing by the Seller, shall be deemed as not written and shall be of no effect.

**Art. 2 - Completion of the sale, quantities and prices** - The sale is deemed to be completed once the Seller gives the written order confirmation also by fax and/or email or when deliveries are commenced in cases where the immediate delivery of the supply is requested, also in consideration of changes occurred and then accepted by the customer. The prices agreed are understood for products delivered *ex works* of the Seller and do not include services and accessory charges (such as VAT, special packaging, transport and installation costs, and/or assemblages and so on).

**Art. 3 - Delivery, risk transfer and transport** - Products are delivered to the Buyer at the Seller’s plant or at another place indicated in writing by the Seller, and the risk transfer takes place with the delivery of the goods to the first carrier or Buyer in the events of collection of goods directly carried out by the latter. The products always travel at the Buyer’s sole risk also when the carrier is selected and appointed by the Seller, being the latter freed from all responsibilities after having delivered the products to the carrier, this delivery is deemed to all effects being carried out directly by the said Buyer. The delivery terms agreed are to be understood as indicative. If the Seller is responsible for delay of delivery for a period of up to 60 days, the Buyer is not entitled either to refuse the supply or to request the termination of the agreement and/or the compensation for any damages. If the delay in delivery exceeds 60 days, the Buyer is entitled to request – by registered letter- the cancellation of the order and the reimbursement of the advances if paid. In any event, the Seller shall not be liable for and/or direct and indirect damages of any nature and for any reason due to the delay or the failure to carry out the supply.

**Art. 4 - Reservation of title** - The Buyer acquires property rights over the goods with the full payment of the price invoiced of the supplies but it takes the risks thereof as of the delivery.

**Art. 5 - Products features and conditions of use** – Unless otherwise expressly agreed in writing by the parties, the conditions for using of the products are those communicated or in any case resulting from the drawings and technical specifications of the Seller, if any, or as described in the website [www.studioitaliadesign.com](http://www.studioitaliadesign.com) in relation to products. The quality levels of products are the standard quality levels of the Sellers, indicated in the relevant specifications as described on the Seller’s website. It is always the Buyer’s responsibility to identify and notify the Seller of the conditions of use of products before technically defining them. Failing any particular instructions from the Buyer, the Seller considers as usual conditions of use those it considered or described in its designs and technical documentation.

**Art. 6 - Warranties** - The products delivered are covered by a warranty for defects in material and manufacture for a period of 24 months as of the delivery if the Buyer is a natural person, otherwise the warranty period will be of 12 months as of the delivery. The Seller shall replace the products delivered in this warranty period being faulty due to factory defects or in alternative, at its discretion, pay the Buyer an amount equal to the price already invoiced of the said products, being expressly excluded and waived any other right or claim by the Buyer also as compensation for direct and/or indirect damages or cost repayment borne by it (such as recovery, technical assistance, recalling costs, etc.). Any defectiveness or non-compliance of products shall be reported by the Buyer by writing to the Seller – in order to be valid – within 8 days from receipt of goods; any hidden defects shall be reported by the Buyer by writing to the Seller – always in order to be valid - within 8 days as of the relevant discovery. It being understood that SID will not be responsible for any defect even though hidden, being notified in writing, after 24 months of the delivery of goods. The warranty does not apply where the defects identified are due to the Buyer’s negligence and/or to the use of products being not compliant with the information and explanations in any case gave by the Seller, technical provisions, to incorrect design, application, assembly or manufacture of the facilities in which they are installed, to incorrect maintenance carried out by unauthorized personnel, to improper cleaning since it is made with materials and manners being not suitable, to incorrect storage, handling and transport, to improper or imprudent use, also in the event of electrical system and its capacity being not suitable, or to circumstances that in any case cannot be related to the production defectiveness by the Seller. Every single product of SID corresponds to the mark laid down by the European Community with Directive 93/68 (extension of Directive 73/23) to confirm, with a mark recognized all over Europe, that the lights have undergone the electrical safety test required by European standards EN-60598-1-2 II ed. + CEI EN 60598-1 IV ed. corresponding to Italian standards CEI 34-21 + CEI 34-23, electrical safety standards referred to by all institutions, including the IMQ. The products indicated with the logo UL and/or ETL corresponds to the standards UL 1598/CAN/USA C22.2 No.250.0 o UL 153.

**Art. 7 - Buyer’s Obligations** - The Buyer is required to immediately take delivery of the goods given by the Seller to the carrier, or – where otherwise agreed – to timely collect them at the Seller’s plant on the date on which the Seller communicates, by any means, that the goods are ready. Where the Buyer delays the collection of the production for a period exceeding 10 days, in addition to the payment of price it shall pay the Seller a proper compensation equal to 2% per day of the price invoiced for storing such products. The Buyer shall carry out the payments normally, in accordance with the terms and conditions specified in the invoice. For late payments it will be accrued by default without need of further notification interest under Legislative Decree no. 231/2002. In the event of payment delays, the Seller is entitled to immediately suspend any supply, even though it has concluded other agreements with the same Buyer. The failure to pay within the terms agreed will cause in any event the loss of favourable terms for the Buyer.

**Art. 8 - Force majeure** - If the Seller is unable to comply with the agreement due to force majeure or beyond its control events, the deadlines set for the supply are automatically extended for a period in which these effects continue. Where the obstacle to comply with the agreement is longer than 6 months, both parties may request the termination of the agreement and, in such event, the Seller repay the Buyer the advances received, if any, releasing itself from any additional obligation on it.

**Art. 9 - Agreement** – In the event of execution of a specific agreement signed by the parties, the said agreement together with its Annexes provides for and summarizes the obligations validly undertaken by the parties and being binding for them. The fulfillment by the parties will be subject to effective evaluation of the actual performance of the contractual tasks and duties to be carried out in good faith, with honesty and fairness. These General Conditions of Sale shall apply to the agreement, unless otherwise provided in writing by the parties or expressly provided in the said agreement.

**Art. 10 - Disputes** - Any dispute which may arise concerning the signing, validity, interpretation, performance, amendment and termination of the agreement or of these General Conditions of Sale will be settled according to principles and rule set forth in Article 11 below.

**Art. 11 - Jurisdiction and Applicable Law** - The Court of Venice shall be held exclusively competent, being any other court of competent jurisdiction expressly excluded, and the Italian Law shall be applicable.

**Art. 12 - Website** - These General Conditions of Sale are those indicated on the website [www.studioitaliadesign.com](http://www.studioitaliadesign.com) and may be printed and reproduced on paper. SID undertakes to update the website [www.studioitaliadesign.com](http://www.studioitaliadesign.com) by publishing on it the version of the General Conditions of Sale as amended from time to time.