

General Terms And Conditions Of Sale And Delivery

Basis and scope

These general terms and conditions of sale and delivery serve as basis for all contracts on the sale of products (hereinafter referred to as “**Products**”) by and between unonovesette (hereinafter referred to as “**Vendor**”) and its customers (hereinafter referred to as “**Customer**”).

Exceptions to these conditions are valid only if acknowledged in writing by the Vendor. Conditions of purchase or other conditions presented by the Customer are expressly excluded, if not expressly accepted by the Vendor.

1. Conclusion of contract

1.1 Orders shall be submitted by the Customer in writing and shall be irrevocable for the latter until confirmed by unonovesette and, in any case, for at least a 30 (thirty) working days after their receipt by the Vendor.

1.2 Offers or price quotations by unonovesette shall not be binding upon the latter, as they shall be deemed as simple invitations to offer addressed to the Customer, the possible acceptance of which by the latter shall not be binding upon unonovesette. The sale contract shall, therefore, become final and binding only upon receipt by the Customer of unonovesette's written order confirmation, or when unonovesette commences execution of the order submitted by the Customer.

1.3 Any term and condition not expressly stated in unonovesette's order confirmation should be deemed as not accepted by unonovesette. Should the order confirmation sent by unonovesette to the Customer contain any modifications with respect to the order, such modifications shall be deemed to have been tacitly accepted by the Customer after a 5 (five) working day term of receipt by the latter of such order confirmation, unless the Customer gives written notice of disagreement to unonovesette.

2. Delivery and Shipping

2.1 Unless otherwise indicated in writing in unonovesette's order confirmation, sales shall be made Ex Works (Incoterms 2010)
Unonovesette s.r.l.
Via Galileo Galilei, 15
20856 Correzzana (MB)
Italy

2.2 The Vendor shall provide the Products with standard packaging suitable for ordinary transportation and handling. Should a special packaging be required, the latter shall be invoiced at cost according to the agreements entered into on a time to time basis with the Customer. Unless otherwise agreed in writing, the Vendor shall be entitled to perform and invoice partial deliveries.

2.3 The indicated delivery terms shall be calculated in working days, and shall not be of the essence, a 30 (thirty) working day grace period being expressly agreed upon by the Parties. Should an advance payment on the order, the opening of a letter of credit or the issuance of a bank guarantee be agreed, delivery terms will start running as of receipt by unonovesette of such advance payment or of the documents confirming the effectiveness of the letter of credit or the bank guarantee. The above-mentioned terms shall be suspended until notification by the Customer of all technical and administrative data and information necessary for the proper fulfillment of the order. Terms of delivery shall be automatically extended in case the Customer request any modification to the order after the sale contract being finalized and shall be automatically suspended in case the Customer fail to pay any amount due to unonovesette even if such failure is not related to the pending order.

Should the Customer ask unonovesette to postpone the delivery of Products ready for shipment, unonovesette shall be entitled to decide whether to accept such postponement or not, being nevertheless entitled to issue the relevant invoice, thus causing the agreed payment terms to start. In such an event the Products shall remain in stock at unonovesette's premises at the Customer's expense, amounting to a daily fixed sum of 0,5% of the Products' net price, any risk being immediately transferred upon the Customer. Should the Customer fail to collect the goods within eight days of receipt of the notice of Products ready-for-delivery sent by unonovesette, the Customer shall, without prejudice to the provisions of Art. 2.4 hereunder, reimburse unonovesette all stocking costs of the non-collected Products amounting to a daily fixed sum of 0,5% of the Products' net price; in addition, unonovesette shall be entitled, at any time, to ship the Products at the Customer's cost and expense, by giving notice to the latter of the transport terms and conditions which unonovesette may determine at its own discretion.

2.4 Liquidated damages clause: In case of cancellation of an irrevocable and/or confirmed order or in case of failure by the Customer to collect all or part of the Products, unonovesette shall be entitled to forthwith terminate the agreement, and the Customer shall pay a penalty in the and/or non-collected order, without prejudice to unonovesette's right to claim compensation for any additional damage. In such an event if the Products ordered were non-standard product not included in unonovesette's catalogue or goods specifically manufactured for the Customer, such penalty fee shall amount to 70% (seventy percent) of the value of the cancelled and/or non-collected order.

2.5 Should unonovesette be prevented from meeting any delivery term due to delay or lack in deliveries by its suppliers, interruption or suspension of transport or utilities, strikes or union agitations, or any other cause beyond its reasonable control, the delivery term shall be suspended upon notification of such impediment to the Customer. unonovesette shall not be held responsible for the above mentioned events, even if, upon their occurrence, unonovesette was late in complying with the agreed terms. In such case, as well in case the delivery is delayed for any other reason whatsoever, the Customer shall not be entitled to any compensation or indemnity by unonovesette, which in turn shall still be entitled to full payment of delivered Products.

3. Prices and payment terms

3.1 Unless otherwise indicated in the order confirmation, prices of the Products expressed in Euro for delivery Ex-Works Incoterms 2010 unonovesette s.r.l. - Correzzana (MB) - Italy shall be those set forth in unonovesette's price list in force at the date of the order confirmation.

3.2 Under no circumstances shall the price or discount confirmed by unonovesette for a specific order be binding also for the following orders.

3.3 Payment shall be performed according to the terms indicated by unonovesette in the order confirmation. Without prejudice to Art. 3.4 hereunder, should the Customer have received from unonovesette an offer or a price quotation, payment shall be performed according to the terms indicated therein, or, in the absence, by advanced bank transfer upon dispatch of the relevant order to unonovesette; should the order be rejected by unonovesette, the latter shall return to the Customer the advance payment received. Whatever is agreed with regard to payment terms, payment shall in any case be deemed due at unonovesette's premises.

3.4 Checks or promissory notes may be issued by the Customer only if such means of payment are expressly authorized in the order confirmation. If payment is to be made by bank transfer, the value date for the beneficiary must be the date on which payment is due according to the order confirmation.

3.5 Unless authorized in writing by unonovesette, any payments, discounts, authorizations to return goods and/or recognition of non-conformities of the Products made to or authorized by an agent shall not in any way be valid or binding upon unonovesette.

3.6 Products shall remain the sole property of unonovesette until full payment of the price or full cash by unonovesette of any possible checks, promissory notes, or any other negotiable means of payment have occurred, even if the transport documents have already been delivered.

4. Non-payment or delayed payment

4.1 The Customer shall not, in any case whatsoever, suspend or delay payments, not even in the event of any dispute, claim or delay in delivery of the Products by unonovesette, or for any other reason, nor shall be entitled to set off any amounts for any reason owed by unonovesette with the price to be paid by the Customer to the latter for the purchase of the Products.

4.2 In any case of non-payment or delayed payment, in whole or in part, of any order by the Customer, unonovesette shall in any case be entitled, at its sole discretion, with no warning or prior formal notice required:

- a) to forthwith suspend the manufacture, preparation or delivery of the relevant Products and/or of any other pending order, or to make the execution thereof contingent upon advanced payment;
- b) to terminate the agreement or any other pending order for breach of contract by the Customer;
- c) to claim refund of all damages suffered as a consequence of the non-payment or delayed payment; and
- d) to retain, as penalty, the down-payment and any other amounts already cashed, without prejudice to unonovesette's right to claim compensation for any possible additional damage.

4.3 Should the Customer fail to pay any price installment when due, or should any guarantee given by the Customer to unonovesette be withdrawn or reduced, all sums due by the Customer to unonovesette will automatically become immediately payable.

5. Warranty to the Customer

5.1 Any weights, measures and dimensions as well as any other data contained in unonovesette's catalogues or charts, made or supplied by unonovesette to the Customer shall be intended to be for informational purposes only and shall not be binding upon unonovesette, unless the latter has given an express warranty in their respect.

5.2 Aluminium anodized finishes may exhibit variations in color due to the inherent nature of the anodization process, which has tolerances that cannot be entirely controlled. These differences are within acceptable industry standards and do not signify a defect in the product. For natural and BLP finishes, it is important to note that these finishes will evolve over time, developing a unique patina. Natural and pre-aged brass, for example, will naturally form a patina which may vary in color (ranging from darker shades to green) depending on the surrounding environment. This patina serves as a protective layer to the base material and is a natural characteristic of the product.

5.3 unonovesette warrants that the goods delivered to the Customer are free of manufacturing and/or material defects, within the customary tolerances and the technical specifications. Unless otherwise agreed upon in writing by unonovesette, or unless an extension of the warranty term has been granted to the Customer pursuant to the terms indicated on unonovesette's website www.unonovesette.it, the warranty in favour of the Customer shall be valid for a 24 (twenty four) month period as of the date of delivery of the Products to the Customer, and shall not be suspended for any reason whatsoever.

5.4 The Customer shall examine each single Product immediately upon receipt. Should the consignment not comply with the quantity indicated in the waybill, or the Products be damaged in any way, the Customer shall immediately notify in writing the carrier or the shipping agent thereof, and shall sue the carrier and/or the shipping agent for compensation, *subpoena* of forfeiture of any claims against unonovesette.

5.5 Without prejudice to the statute of limitation provided for under to Art. 4.1 here above, within the warranty term provided for under Art. 5.2 hereof, the Customer shall, *subpoena* of forfeiture of any warranty rights, notify in writing to unonovesette any defects and/or non-conformities in the Products within 8 (eight) days of their receipt, clearly indicating the defective Product, the relevant delivery date and the nature of the defect, and send to unonovesette a copy of the purchase invoice together with the certification attesting the installation of the Product issued by the installer in accordance with the applicable regulations. Likewise, within the warranty term provided for under Art. 5.2 hereof, any hidden defects of the Products not detectable upon receipt shall, *subpoena* of forfeiture of any warranty rights, be notified by the Customer to unonovesette within 8 (eight) days of their discovery, pursuant to same procedures required for patent defects. The Customer shall maintain the defective Products at unonovesette's disposal for a reasonable period of time in order to allow the inspections thereof, and shall not be entitled to return them in the absence of a prior written authorization by unonovesette.

5.6 Should the defects in the Products be timely notified by the Customer and acknowledged by unonovesette, the latter shall provide, in the ordinary technical time necessary, for the free repair and/or replacement Ex -Works (Incoterms 2010) unonovesette s.r.l.- Correzzana (MB) - Italy of the defective Products or provide substitute products with the same essential characteristics. Any costs arising out of the dismantling, installation and/or replacement of the defective Products shall be borne by the Customer, thereby including: daily allowances and travel expenses, lifting devices, scaffolding, or any other additional expenses. It is understood that should unonovesette perform any interventions required by the Customer and not covered by the warranty, such interventions shall be charged to the Customer according to the then prevailing unonovesette procedures and rates.

5.7 No other form of warranty intervention and/or compensation, whether agreed or provided under the law, may be claimed by the Customer, any liabilities of unonovesette for any direct, indirect, incidental or consequential damages arising out of defects and/or non-conformities of the products being expressly excluded and, to the extent allowed under applicable laws, specifically waived by the Customer. In particular the Customer expressly waives the right of redress provided under art. 4 of directive 1999/44/EC.

5.8 This warranty for the Customer only covers defects of manufacturing and/or material defects of the Products, and applies under normal conditions of usage, transport, storage, maintenance, display and sale. Furthermore, this warranty shall apply only on condition that: 1) the Customer is not late in any payment either or not related to the defective Products; 2) the use of the Products is consistent with their technical characteristics and is in compliance and within the limits set forth under the installation instructions; 3) the Products are installed by qualified technicians in compliance with the installation instructions and the technical regulations; 4) the Products are powered with power devices supplied by unonovesette and, if necessary, installed in the unonovesette's housing boxes; 5) the installation of the Product is certified by the installer in accordance with applicable regulations.

5.9 The warranty shall not apply in the following cases: 1) the Products have been modified, altered or repaired by third parties not previously authorised by unonovesette; 2) the defects of the Product are due to unexpected or not reasonably probable events, including electric shocks, lightning or electrostatic discharges; 3) the electrical system is operating in an environment whose characteristics are not compliant with those required for a proper functioning according to the type and destination of the Products, including, by way of example, impulsive line noise, sudden power surges, excessive temperature or insufficient ventilation. In particular, and without prejudice of the generality of the foregoing, the warranty shall not apply to used or second-hand Products, in case of defects of Products caused by inappropriate conditions of storage, transport, custody, maintenance, display or sale by the Customer (and/or by third parties) or defects of the Products due to fault of the Customer (or of third parties), or failure to comply with the instructions and indications for use provided for by unonovesette.

5.10 Should the Customer receive a complaint by an end user for alleged defects of the Products, the Customer shall:

- refrain from making any acknowledgment or offer or from authorizing any Products return;
- immediately inform unonovesette about such complaints;
- carefully examine the allegedly defective Products;
- provide unonovesette with a confidential report regarding the ascertained defects.

Upon receipt of said report, unonovesette may provide the Customer with its instructions and the Customer shall provide, if requested, all the assistance necessary to settle the claim.

6. Returned Products

6.1 No returns of Products shall be allowed unless previously approved in writing by unonovesette. The Customer shall, therefore, inform unonovesette in writing before the Products approved for return are shipped. Returned Products shall always be delivered DDP (Incoterms 2010) unonovesette s.r.l. - Correzzana (MB) - Italy.

7. General

7.1 This agreement shall be governed and construed in accordance with the law of Italy and the parties hereby accept the non-exclusive jurisdiction of the Court of Monza in Italy in relation to all matters, claims or disputes arising out of or in connection with this agreement.

7.2 In the case that any part or parts of this contract are held to be illegal or otherwise unenforceable, the remainder of the contract should still apply.

7.3 All orders are accepted and executed on the understanding that the Purchaser is bound by these General Conditions of Sale. Where there is any inconsistency between these Conditions of Sale and any Conditions which the Purchaser seeks to impose these General Conditions of Sale shall prevail.