

## GENERAL CONDITIONS OF SALE

### 1) Definitions

1.1 For the purposes of these "General Conditions of Sale" the following terms will have the meanings attributed to them:

- "Customer": any company, body or legal entity that purchases the Products of D.D.L. Srl by the latter;
- "Products": goods produced, assembled and / or marketed by D.D.L. Srl;
- "Order / s": each proposal to purchase the Products forwarded by the Customer to D.D.L. Srl exclusively by e-mail, to the following address: [vendite@ddl.it](mailto:vendite@ddl.it);
- "Sale / s": each sales contract concluded between D.D.L. Srl and the Customer following receipt by the Customer of the written acceptance of the Order by D.D.L. Srl;
- "Brands": all the brands of which D.D.L. Srl is the owner or licensee;
- "Intellectual property rights": all industrial and intellectual property rights of D.D.L. Srl, including industrial property rights on Products (for patents for inventions, for utility models, for registration of models and designs), on Trademarks; copyrights on documentation relating to them, including photographic ones, present in catalogs and brochures, in projects and in other promotional and / or technical material, as well as present on the company website; the rights on the corporate know how, both productive (with reference, for example, to technical specifications of the Products, prototypes, models, etc., of which the Customer became aware during the contractual relationship with DDL Srl itself), is commercial (with reference to the economic conditions applied by DDL Srl to the Customer) in relation to which, although not made available by DDL Srl for the Customer's commercial activities and / or for the permitted and known uses of the Products, the latter must in any case guarantee confidentiality.

### 2) Effectiveness of the general conditions of sale

2.1 These General Conditions of Sale apply to all Sales of Products made by D.D.L. Srl in favor of the Customer and apply even if not expressly referred to and signed in individual orders and order confirmations. Any provisions in derogation to what is provided in them will be effective only if expressly accepted in writing by the parties.

2.2 D.D.L. Srl will not be bound by any general purchase conditions of the Customer, even in the event that they are referred to or are contained in the orders or in any other documentation from the Customer, without the prior written consent of D.D.L. Srl. The general conditions of purchase of the Customer will not be binding for D.D.L. Srl not even as a result of tacit consent.

2.3 These general conditions are effective until they have been expressly revoked by D.D.L. Srl or are replaced by new conditions that will become effective from their subscription.

### 3) Orders and Sales

3.1 The Customer must forward to D.D.L. Srl Specific orders containing the description of the Products, the quantity requested, the price and the terms required for delivery.

3.2 Orders must be considered binding immediately for the Customer (this cannot, once transmitted to D.D.L. Srl, revoke them unless following the written consent of this) and the Sale must be considered concluded:

- when the Customer receives from D.D.L. Srl the written confirmation (sent by e-mail) in accordance with the terms and conditions of the Order;
- in the event that the Customer receives from D.D.L. Srl a written confirmation containing terms that differ from those contained in the Order, after 2 (two) working days from the date of receipt of the confirmation containing the terms that differ, without reaching the D.D.L. Srl written communication by the Customer of not wanting to adhere to the different conditions of the order confirmation and consequent request for modification;
- in the absence of written confirmation from D.D.L. Srl, when the Products requested and in accordance with the order are delivered to the Customer.

3.3 Orders regularly accepted by D.D.L. Srl cannot also be canceled by the Customer without the written consent of D.D.L. Srl.

3.4 The quantities of items requested by customers may vary by +/- 15% for under sinks and accessories and by 1/5 pieces for ornamental and storage mirrors. D.D.L. Srl, within these limits, will not send communication on the matter.

3.5 Unless prior written agreement between D.D.L. Srl and the Customer, the material is delivered on returnable pallets. In case of non-return to our transport agents, the pallets will be charged to the Customer at € 11.00 each.

### 4) Price of the Products

4.1 The prices of the Products will be those indicated in the price list or offers of D.D.L. Srl in force at the time the Order is placed by the Customer or, if the Product is not included in the price list or the price list is not available, those indicated in the Order and confirmed in writing by D.D.L. Srl at the time of order acceptance. Except as otherwise agreed in writing between the parties, the aforementioned prices will be calculated ex works, net of VAT and discounts. These prices do not include shipping and transport costs from the premises of D.D.L. Srl to those of the Customer. These costs must be borne separately by the Customer.

4.2 D.D.L. Srl reserves the right to unilaterally change, without notice and with immediate effect, the prices listed in the price list in cases where the adjustment is due to circumstances that are beyond the control of D.D.L. Srl (by way of example only: an increase in the price of raw materials and labor costs or changes in exchange rates). In all other cases, the change will be communicated to the Customer and will

have an effect on all Orders received by D.D.L. Srl starting from the 30th (thirtieth) day following the date on which the changes were notified to the Customer.

4.3 Unless otherwise agreed between D.D.L. Srl and the Customer, the latter will pay, in accordance with the following 8.2, also the samples requested from the same D.D.L. Srl.

## **5) Retention of title**

5.1 D.D.L. Srl will retain ownership of the Products until full payment of the price of the same. Until that moment the Customer keeps the products as a simple depositary of the Products themselves, with the consequent obligation to keep them adequately stored, protected and insured.

5.2 The Customer also acknowledges D.D.L. Srl the right to verify the state of conservation of the same and remains solely responsible for any risks of loss, theft and / or anything else that may happen to the Products once delivered. The Customer also undertakes not to transfer or modify the goods, even in part, without the express consent of the D.D.L. Srl.

5.3 In the event that in the country where the customer has his domicile for the validity of the retention of title in favor of D.D.L. Srl requires the completion of administrative or legal formalities such as, without limitation, the registration of the Products in public registers, or the affixing of appropriate seals on them, the Customer undertakes as of now to collaborate with the D.D.L. Srl and to put in place all the necessary acts in order to obtain a valid right for the latter with reference to the retention of title.

## **6) Terms of delivery**

6.1 Except as otherwise agreed in writing between the parties, D.D.L. Srl will deliver the products ex works at its factories - Ex-Works D.D.L. Srl, Italy, as for Incoterms® 2020 ICC. In any case, where D.D.L. Srl to deal with the transport of the Products and if it is not otherwise established, all risks and costs of the transport itself will be borne by the Customer.

6.2 Delivery terms are indicative and are not essential terms, unless otherwise established, they do not include transport times.

6.3 Except as provided in the previous 6.2, D.D.L. Srl will not be held responsible for delays or failure to deliver due to circumstances beyond its control, such as by way of example and without claiming to be exhaustive:

- a) inadequate technical data or inaccuracies or delays of the Customer in the transmission to D.D.L. Srl of information or data necessary for the shipment of the Products;
- b) difficulty in obtaining supplies of raw materials;
- c) problems related to production or order planning;
- d) causes of force majeure (pursuant to article 11 below);
- e) delays attributable to the shipper.

6.4 The occurrence of the events listed above will not entitle the Customer to request compensation for any damages or compensation of any kind.

## **7) Transport**

7.1 Unless otherwise agreed in writing between the parties, the transport will take place at the expense and risk of the Customer. In the event that D.D.L. Srl, pursuant to Article 5.1, is required to take care of the transport of the Products, D.D.L. Srl will choose the means of transport that it deems most appropriate in the absence of specific instructions from the Customer.

## **8) Payments**

8.1 Unless otherwise agreed in writing between the parties, D.D.L. Srl, at its discretion, will issue the invoices upon acceptance of the Order or delivery of the Products.

8.2 Payments must be made exclusively to the D.D.L. Srl under the conditions agreed or referred to in the order confirmation. Payments must be made in Euros and within the term of 30 (thirty) days starting

8.3 Without prejudice to the provisions of the following art. 11, non-payment or late payment of more than 15 (fifteen) days will give D.D.L. Srl the right to suspend the execution of current supply orders and, where the delay continues for a further 15 (fifteen) days, to terminate them. Furthermore, the right of D.D.L. Srl to pay compensation for damages resulting from the resolution of orders.

8.4 It is understood that any complaints or disputes do not entitle the Customer to suspend or in any case delay the payments of the Products object of the dispute, nor of other supplies. More generally, no action or exception may be carried out or opposed by the Customer unless after the full payment of the Products for which this dispute or exception is intended to be carried out.

8.5 The Customer, in any case, is not authorized to make any deduction from the agreed price (e.g. in the event of alleged product defects), unless previously established in writing with the D.D.L. Srl.

## **9) Non-compliance**

9.1 Any discrepancy of the Products delivered to the Customer with respect to the type and quantity in the Order must be reported in writing to the D.D.L. Srl within 8 (eight) days from the delivery date. If the complaint is not communicated within the aforementioned term, the Products delivered will be considered as conforming to those ordered by the Customer.

## **10) Warranty**

10.1 D.D.L. Srl guarantees that the Products are free from flaws / defects (with the exception of those components part of the Products that are not manufactured by D.D.L. Srl) for a period of one year starting from the date of delivery of the same to the Customer. The warranty will not operate with reference to those Products whose defects are due to:

- damage caused during transport;
- negligent or improper use of the same;
- non-compliance with the instructions of D.D.L. Srl relating to the installation, operation, maintenance and storage of the Products;

Fossalunga di Vedelago – Ottobre 2020

- repairs or modifications made by the Customer or by third parties without the prior written authorization of D.D.L. Srl.

D.D.L. Srl declines all responsibility for any damage that may, directly or indirectly, derive to people or things as a result of failure to comply with all the requirements indicated in the specific documentation that accompanies the products, and in particular that concerning the installation warnings, use and maintenance.

10.2 Provided that the Customer's complaint is covered by the guarantee and notified within the terms referred to in this article, the disputes will not result in the resolution of the individual order, but, at the discretion of D.D.L. Srl, the repair or free replacement of the products, or their parts, found to be defective, unless otherwise decided due to objective reasons of inability to adopt one of the remedies provided above. Except in cases of willful misconduct or gross negligence, the foregoing excludes any other liability of D.D.L. Srl, however, originated from the products supplied or from their resale. In particular, no compensation and / or indemnity can be claimed for damages, direct or indirect, of any nature deriving from the failure or limited use of the products.

10.3 The Customer must report in writing to D.D.L. Srl the presence of faults and defects within 8 (eight) days of delivery of the Products, in the case of obvious flaws or defects, or within 8 (eight) days of discovery in the case of hidden or undetectable flaws or defects upon delivery by a person of normal diligence.

10.4 The Products object of the complaint must be immediately sent to the factory of D.D.L. Srl, or in any other place that the latter will indicate from time to time, at costs and expenses borne by the Customer unless otherwise agreed between the parties, in order to allow D.D.L. Srl carrying out the necessary checks. The warranty does not cover damages and / or defects of the Products deriving from anomalies caused by, or connected to, parts assembled / added directly by the Customer or by the final consumer.

10.5 In any case, the Customer will not be able to assert the warranty rights towards D.D.L. Srl if the price of the Products has not been paid at the agreed terms and conditions, as well as, more generally, if the Customer is in default of the same D.D.L. Srl to its payment obligations.

10.6 D.D.L. Srl makes no warranties regarding the compliance of Products with the rules and regulations of countries that do not fall within or do not belong to the European Union. No other warranties, express or implied, such as, by way of example, the guarantee of proper functioning or suitability for a specific purpose, is granted with reference to the Products.

10.7 In the event that an identical defect in a Product occurs repeatedly and is attributable to the same cause during the period of 12 (twelve) months from delivery of the Products to the final customer and, in any case, no later than 24 months from delivery to the Customer, D.D.L. Srl will reimburse, within the limit of the value of the Products that have defects or flaws, all the damages incurred by the Customer and appropriately documented in relation to a withdrawal from the market of the defective Products and any other additional cost relating to the repair and replacement of the Products. , provided that the Client has reasonably undertaken to limit the losses that DDL Srl could have suffered. The Customer will follow the instructions of D.D.L. Srl for the withdrawal from the market of the Products.

## **11) Force majeure**

11.1 In the event that D.D.L. Srl is made impossible, even temporarily, the fulfillment of one or more obligations deriving from the supply relationship, due to the effect of an event of force majeure such as, for example, earthquake, cyclone, flood, fire or other natural events, or epidemic (including the developments of the Covid-19 epidemic cd Coronavirus), war, riot, state of belligerence, riots or acts of terrorism, prohibitions and acts of the State, the Government or public bodies, in general, public measures national and supranational authorities, strike, interruption of work or other disputes on the matter, or in any case due to events beyond the control of the Bill Srl, and the occurrence of which is inevitable or unpredictable for it, D.D.L. Srl will notify the Customer without delay in writing and will take the necessary measures to mitigate the damage, as far as possible. Due to the occurrence of one of these events or situations, the fulfillment of the obligations of the D.D.L. Srl is deferred for a period of time that will have the same duration as the event or situation of force majeure, with the addition of an additional period not exceeding 15 (fifteen) days, necessary for the resumption of the continuation of the fulfillment interrupted. If the impediment resulting from force majeure exceeds the period of 6 (six) months from the communication by the D.D.L. Srl of the conflict of the same, each party may declare in writing to the other party the termination of the sale. However, it is understood that the effect of the termination does not extend to any services already performed.

11.2 If the payment obligations of the Customer must take place in whole or in part through the use of a documentary credit, the customer, upon the occurrence of an event or situation of force majeure, will be required to have this credit extended at the request of D.D.L. Srl.

11.3 In the event of an event of force majeure, D.D.L. Srl will not, however, be liable for damages, losses or increased costs, caused by the other party due to non-compliance or delay.

## **12) Intellectual Property Rights**

12.1 Intellectual Property rights are the total and exclusive property of D.D.L. Srl and the use by the Customer in the context of these Conditions of Sale does not create, in relation to them, any right or claim on the Customer. The Customer undertakes not to perform any act incompatible with the ownership of the Intellectual Property Rights and may only use them in accordance with the provisions imposed in this regard by D.D.L. Srl.

12.2 The Customer, in relation to the Brands, declares that:

- D.D.L. Srl is the exclusive owner of the Trademarks;
- will refrain from using and registering trademarks similar and / or confusable with the trademarks, in Italy or elsewhere;
- will use the Trademarks exclusively in compliance with the provisions of D.D.L. Srl and exclusively for the purposes referred to in these Conditions of Sale.

### **13. Change in the Client's financial conditions**

13.1 If the Customer fails to comply, even only partially, with one of the General Conditions established for the supply, as well as in the event of ascertained difficulty in payments or if the guarantees of solvency or, more generally, its economic capacity are missing or diminished, is the faculty of DDL Srl to suspend or cancel orders in progress, or to make the delivery of the Products subject to the provision of adequate payment guarantees.

### **14. Legal domicile, applicable law and jurisdiction**

14.1 D.D.L. Srl is legally domiciled at its main office.

14.2 These general conditions of sale, individual orders and / or sales contracts between Supplier and Customer are governed by Italian law, with the express exclusion of the United Nations Convention on the international sale of goods (Vienna 1980).

14.3 All disputes arising from or connected to these Conditions of Sale and / or to any Sale will be subject to the exclusive jurisdiction of the Court of Treviso. It is understood between the parties that only D.D.L. Srl, at its discretion, will have the right to renounce the jurisdiction of the exclusive forum referred to in the previous paragraph to take legal action against the Customer, at his domicile and at the competent Court therein.

14.4 If a contractual provision envisaged in these General Conditions of Sale is invalid or null, this circumstance will not affect the validity of the other provisions which will remain valid and effective.

14.5 If one of the parties fails to assert their rights and does not pursue a default by the other party to these general conditions of sale, this will not be considered as a waiver to assert these rights or to require compliance.

14.6 The Italian version of these general conditions of sale prevails, for all purposes, over their translations.

These conditions are to be understood as known and accepted by customers pursuant to Article 1341 of the Italian Civil Code. at the same moment in which they reach D.D.L. Srl the purchase order as the conditions are appropriately published on the D.D.L. SRL at [www.ddl.it](http://www.ddl.it) for appropriate knowledge and advertising.