

GENERAL CONDITIONS OF SALE

1) Definitions

1.1 For the purposes of these "Terms of Sale" the following terms will have the meaning given below:

- "Customer": any company, entity or legal entity that purchases the Products of D.D.L. Srl from the latter;
- "Products": the goods produced, assembled and / or sold by D.D.L. Srl;
- "Order (s)": each proposal to purchase the Products sent by the Customer to D.D.L. Srl exclusively through e-mail: vendite@ddl.it
- "Sale / e": 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;
- "Trademarks": all the brands of which D.D.L.
- "Intellectual Property Rights": all intellectual and industrial property rights of D.D.L. Srl, including, without limitation, the rights relating to: patents for inventions, designs or models, utility models, trademarks, know-how, technical specifications, data, whether or not these rights have been registered, as well as any application or registration relating to these rights and any other right or form of protection of a similar nature or having equivalent effect.

2) Purposes

2.1 These Conditions of Sale apply to all Product Sales.

In the event of a conflict between the conditions and terms set out in these Conditions of Sale and the conditions and terms agreed upon in the individual Sale, the latter will prevail.

D.D.L. Srl will not be bound by the general purchase conditions of the Customer (C.G.A.) even in the case of which reference is made to them or are contained in the orders or in any other documentation of origin of the Customer, without the prior written consent of D.D.L. Srl. The C.G.A. will not be binding on D.D.L. Srl not even by effect of tacit consent.

2.2 D.D.L. Srl reserves the right to add, modify or delete any element of these Conditions of Sale, it being understood that such additions, modifications or cancellations will apply to all Sales concluded from the fifteenth day following the communication to the Customer of the new Conditions of Sale.

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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 The sale must be considered concluded:

1) when the customer receives from D.D.L. Srl a written confirmation (this confirmation can be sent by e-mail, fax or telematic means) in accordance with the terms and conditions of the Order;

2) in the event that the Customer receives from D.D.L. Srl a written confirmation containing terms different from those contained in the Order, after two working days from the date of receipt of the confirmation containing the different terms without that in the aforementioned period it reaches D.D.L. Srl written dispute by the Customer;

3) in the absence of written confirmation from D.D.L. Srl, when the Products will be delivered to the Customer.

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

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

3.5 Except with 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 for € 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 of placing the Order 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 acceptance of the order. 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 transportation costs from D.D.L. Srl to those of the Customer. These costs must be borne separately by the customer.

4.2 D.D.L. Srl will retain ownership of the Products until full payment of the price of the same. The Customer must fulfill all the requirements required by local laws in order to make this reserve clause of property valid and executable towards all third parties, also by registering in each specific register, where required locally.

4.3 D.D.L. Srl reserves the right to unilaterally change, without notice and with immediate effect, the prices shown in the price list in cases where the adjustment is due to circumstances beyond the control of D.D.L. Srl (by way of example: 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 affect all Orders received by D.D.L. Srl starting from the thirtieth day following the date on which the changes were notified to the Customer.

4.4 Unless otherwise agreed between D.D.L. Srl and the customer, any type of product requested by the latter as sampling will be made to pay, according to the payment conditions set out in paragraph

5 Terms of delivery

5.1 Except where otherwise agreed in writing between the parties, D.D.L. Srl will deliver the products ex-factory to its factories, as this term is defined in the ICOTERMS 2010 published by the International Chamber of Commerce in their most updated version, in force at the time of delivery. If required, D.D.L. Srl will take care of the transportation of the Products at risk, costs and expenses charged to the Customer.

5.2 Delivery terms are indicative and are not essential terms pursuant to art. 1457 of the Civil Code and, in any case, do not include transport times. Fossalunga di Vedelago, 2020 Pagina **3** di **6**

6.1 Except where otherwise agreed in writing between the parties, transportation will take place at the expense and risk of the Customer. In the event that D.D.L. Srl, pursuant to art.5.1, is required to deal with the transport of the Products, D.D.L. Srl will choose the means of transport it deems most appropriate in the absence of specific instructions from the Customer.

5.3 Except as provided in the previous art. 5.2, D.D.L. Srl will not be held responsible for delays or non-delivery attributable 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) partial or total strikes, lack of electricity, natural disasters, measures imposed by public authorities, difficulties in transportation, causes of force majeure, unrest, terrorist attacks and all other causes of force majeure;

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e) delays by the shipper.

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

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6 Transport

7 Payments 8.1 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 D.D.L. Srl within 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.

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

7.2 Payments must be made in Euros and within the term of 30 days from the last day of the month in which the invoice was issued, unless otherwise agreed in writing between the parties.

7.3 Failure to pay or late payments over 15 days will give D.D.L. Srl the right to suspend the delivery of the Products and resolve each individual Sale signed. The suspension of the delivery of the Products or upon termination of the Sales will not entitle the Customer to claim any compensation for damages.

7.4 Any complaint relating to the products and / or their delivery cannot in any case justify the suspension or delay in payment.

8 Non-compliance

9.1 Unless otherwise agreed in writing between the parties, D.D.L. Srl guarantees that the Products are free from defects / defects (with the exception of those parts of the Products that are not produced by D.D.L. Srl) for a period of one year from the date of delivery of the same to the Customer. The warranty will not work with reference to those Products whose defects are due to:

9.2 Provided that the customer's complaint is covered by the guarantee and notified in the terms referred to in this article, D.D.L. Srl will undertake, at its discretion, to replace or repair each Product or parts of it that present defects or defects.

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9.3 The Customer must report in writing to D.D.L. Srl the presence of defects and defects within 8 days of delivery of the Products if it is a matter of obvious defects or defects, or within 8 days of discovery in the event of hidden defects or defects or undetectable by a person of normal diligence.

9.4 The Products subject to 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 to carry out the necessary checks. The warranty does not cover damage 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.

9.5 In any case, the Customer will not be able to assert the warranty claims against D.D.L. Srl if the price of the Products has not been paid under the agreed terms and conditions, even if the failure to pay the price under the agreed terms and conditions refers to Products other than those for which the Customer intends to assert the warranty .

9.6 D.D.L. Srl does not recognize any guarantee 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 warranty, expressed 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.

9.7 Without prejudice to what is indicated in the previous art. 9.3 and except in the case of willful misconduct or gross negligence, D.D.L. Srl will not be responsible for any damage deriving from and / connected to the defects of the Products. In any case, D.D.L. Srl will not be held responsible for indirect or consequential damages of any nature such as, for example, the losses deriving from the Customer's inactivity or loss of earnings.

9 Warranty

- 1) damage caused during transport;
- 2) a negligent or improper use of the same;
- 3) non-compliance with the instructions of D.D.L. Srl relating to the operation, maintenance and conservation of the Products;
- 4) repairs or modifications made by the Customer or by third parties without the prior written authorization of D.D.L. Srl.

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In the event that an identical defect of a Product occurs repeatedly and is attributable to the same cause during the period of 12 months from the delivery of the Products to the final Customer and, in any case, no later than 24 months from the delivery to the Customer, D.D.L. Srl will reimburse, within the limits of the following art. 9.10, all the right damages borne by the Customer and appropriately documented in relation to a campaign for the withdrawal from the market of the defective Products and any other additional costs related to the repair and replacement of the Products, provided that the Customer 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 trade of the Products.

9.8 In any case, the Customer's right to compensation for damages will be limited to a maximum amount equal to the value of the Products which present defects or defects.

10 Intellectual Property Rights

10.1 Intellectual Property rights are the total and exclusive property of D.D.L. Srl and their communication or use in the context of these Conditions of Sale does not create, in relation to them, any right or claim for the Customer. The Customer undertakes not to perform any act incompatible with the ownership of the Intellectual Property Rights.

10.2 The Customer declares that:

- 1) D.D.L. Srl is the exclusive owner of the Trademarks;
- 2) will refrain from using and registering similar and / or confusing trademarks with the Trademarks;
- 3) will use the Trademarks exclusively in compliance with the instructions of D.D.L. Srl and exclusively for the purposes referred to in these Conditions of Sale.

11) Express termination clause 11.1 D.D.L. Srl will have the right to resolve, pursuant to and for the purposes of art. 1456 of the Italian Civil Code, at any time by written communication to be sent to the Customer, the individual Sale in the event of failure to fulfill the obligations set out in the articles: 4 (product prices); 7 (payments); 10 (property rights).

12) Change in the Client's balance sheet conditions

12.1 D.D.L. Srl will have the right to suspend the fulfillment of the obligations deriving from the Sale of the Products, based on art. 1461 of the Italian Civil Code, in the event that the assets and liabilities of the Customers become such as to endanger the achievement of the consideration, unless an appropriate guarantee is provided.

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13 Legal domicile, applicable law and jurisdiction

13.1 D.D.L. Srl is legally domiciled at its main office in Fossalunga di Vedelago,

13.2 The conditions of sale and each individual sale will be regulated and interpreted accordingly of the Italian Law with the exclusion of the 1980 Vienna Convention on sales contracts international of beni mobili.

13.3 All disputes arising from or related to these Conditions of Sale and / or to any Sale will be subject to the exclusive jurisdiction of the Court of Treviso.

These conditions must be understood as known and accepted by customers pursuant to art. 1341 of the Italian Civil Code. the moment they reach D.D.L. Srl the purchase order as the conditions are suitably published on the D.D.L. SRL at the address www.ddl.it for the appropriate knowledge and advertising.

14 Retention of title

a. The Seller reserves the ownership of the delivered goods until he receives the full payment of the same as per the relative invoice.

b. THE PURCHASER IS REQUIRED TO KEEP THE GOODS CAREFULLY UNTIL THE PROPERTY HAS PASSED, HE REMAINS SOLELY RESPONSIBLE FOR ANY RISKS OF LOSS, THEFT AND / OR ANYTHING OTHERWISE MAY COME TO THE GOODS AS SOON AS POSSIBLE.

c. The retention of title does not affect the passage of risk which is regulated by art. 7

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