

## general sale conditions

### 1. Definitions

The Customer: the individual or entity carrying out its own business, commercial, trade or professional activities, who directly or through an intermediary purchases the Products sold by Co.ideas srl (hereinafter Co.ideas).

Co.ideas: Co.ideas Srl, with registered offices via Manzoni, 17 28066 Galliate (NO) - Italy, who sells the Products.

Order confirmation: written confirmation of the ordered Product, sent to the Customer by Co.Ideas.

Price: the price shown in the Order Confirmation.

Product(s): that/those shown in the Order Confirmation.

Contract: the contract signed between Co.ideas and the Customer through the exchange of Order and Order Confirmation, governed by these general sales and warranty conditions.

### 2. Validity

This contract applies to this and any further sales between Co.ideas and the Customer, without prejudice to the signature of other, different sales and warranty conditions. By sending an order, the Customer implicitly accepts the Contract.

### 3. Orders

Orders are accepted in writing (including e-mail and fax) and are binding for Co.ideas and between the parties when Co.ideas sends the Order Confirmation to the Customer. The Order Confirmation must be checked immediately by the Customer, who shall notify Co.ideas in writing by return in the event of any error being found. Failing this, after three days the contents of the Order Confirmation shall be deemed to be subject to the Contract. Orders will not be accepted unless accompanied by these general sales and warranty conditions, signed by the Customer. Any further orders accepted and confirmed by Co.ideas by an Order Confirmation shall be deemed to be subject to this Contract.

### 4. Price and payment terms

Co.ideas quotations are valid only when in writing and for the period indicated therein. The Price includes solely the goods and services listed and is exclusive of VAT. Payments shall be made in compliance with the terms laid down in the Order Confirmation. Co.ideas may suspend the delivery or execution of the Order until payment has been received, in the case of advance payment, or in the event of delayed payments by the Customer relative to any other previous transaction.

The Customer hereby waives all claims for compensation between the amounts due to Co.ideas and any other amounts which may be or which are claimed to be due to them, for any reason whatsoever, even if due and payable, and even where not contested and legally payable.

In the event of delayed payment, the Customer shall pay all interests due on the owed amount pursuant to Italian law no. 231/2002, as well as all costs for the recovery thereof, without any formal notification of arrears.

### 5. Delivery / Ownership / Risk

The delivery time indicated in the Order Confirmation are purely indicative and refers to the departure from our warehouses. Partial deliveries are permitted. This contract is intended concluded at the Co.ideas headquarters and delivery address of the goods is always at the Co.ideas warehouse even if the delivery address indicated in the Order Confirmation is different from that of the Co.ideas warehouse. The place of delivery is specified in the Order Confirmation. Goods travels to exclusive risk and danger of the buyer, even if sold free of carriage. Product ownership will be transferred only upon payment of the full Price. Without prejudice to article 1525 of the Italian Civil Code, Co.ideas may (without liability towards the Customer) recover the Product. Co.ideas can take legal action to achieve the price even before the transfer of ownership. Should the customer refuse delivery without prior agreement with Co.Ideas, will bear the expenses or losses incurred by Co.ideas because of that refusal, including storage costs up to acceptance of delivery.

### 6. Acceptance

On delivery of the Product, the Customer shall check and inspect it, and may reject it or report any defects within a period of no more than eight days from the date of delivery. After such time the Product shall be deemed to be accepted by the Customer. If at its own discretion Co.ideas agrees to the return of the Product, the Product shall be returned in its original conditions, with relative packaging, with a returned goods note and proof of purchase; the costs of the return shall be paid by the Customer.

### 7. Responsibility

In the event of the Products not working or malfunctioning, Co.ideas shall in no way be held responsible for any

direct or indirect damages or consequential losses, through the loss of business, profit, salaries, commission, savings, without prejudice to the statutory guarantees and any other provisions of these general conditions. Equally, Co.ideas shall not be held responsible for damage caused during the installation of the Products to floors, furniture, ornaments, furnishings and any other items in the place of installation, recognising the contractual obligation of the Customer to protect and/or move such items prior to installation.

The Customer acknowledges the instructions provided by Co.ideas in advance concerning the interventions required for the installation of the Products, in particular the relative methods and characteristics.

8. **Force Majeure**

Co.ideas shall not be responsible for any delay in the execution of its duties (including delayed delivery) if such delay is caused by circumstances beyond its reasonable control, and shall have the right to benefit from an extension to the execution times; examples of force majeure include strikes, problems in supply/transport/production, variation of exchange rates, government action and legislation, natural calamities. If the force majeure continues for a period of more than 2 months, both Parties have the right to withdraw from the Contract, without any compensation being due to the other Party.

9. **Protection of Personal Data**

The personal data of the Customer shall be processed, stored and/or notified in compliance with the law, and the Customer hereby provides its consent pursuant to and under the terms of the applicable privacy and data protection regulations. The Customer may exercise all rights of access, correction, deletion and suspension of the processing of its data by so requesting Co.ideas in writing. The Customer may oblige Co.ideas not to use its data for marketing purposes.

10. **Warranty**

a. **Extent**

This warranty is granted to Customers operating within their professional activities, as defined in Article 1. The sales to which these general conditions apply relate to Products not destined for consumers, as identified in Article 3 of Italian Legislative Decree 206/2005.

The warranty covers Product defects, understood as material imperfections, which have a significant impact on its usability or value, relative to anomalies of production, manufacturing, preparation and storage, and is valid within the limits and under the conditions laid down here below.

b. **Duration**

Co.ideas warrants the Products for a period of one year from the delivery date.

c. **Application**

Without prejudice to the explanations, exclusions or limitations described here below, or in any case referred to in this contract, the warranty shall apply to Product defects as identified according to the definition in Article 1490, para. 1 of the Italian Civil Code.

d. **Methods, terms and forfeiture of the right to warranty**

On discovery of any defect, the Customer shall send written notice to Co.Ideas, attaching a copy of the sales invoice and the relative Order Confirmation, and indicating the serial number (if present) of the faulty product. The notice must be sent to Co.ideas in writing within eight days from the discovery of the defect, under penalty of invalidation of the warranty. The right of warranty expires in one year.

Any intervention on the faulty product by the Customer or by a third party unless otherwise authorised by Co.ideas in writing, shall lead to the invalidation of the warranty.

e. **Exclusions and limitations**

Without prejudice to any other provisions, the warranty shall not be valid if the defect is caused or worsened by improper use of the Product by the Customer or third parties, or by maintenance which does not comply with the manufacturer's instructions, or by interventions of any nature, including maintenance, which have not been carried out on the Product or which have not been authorised by Co.Ideas.

The warranty shall also be excluded:

- if the required documents are not attached to the defect notice and if the information laid down in article 10.4. is not provided;
- if the Products have been installed, preserved or store in conditions that are not suited to assure their quality (outside, in a damp area, in a poorly aired room, etc.);
- if the Products have not been installed correctly, or have been tampered with, have had parts or components added which are not original or not authorised by Co.Ideas, or cleaned using procedures

or products that may have damaged them;

- in the event of damage which is not derived from original production faults and/or the poor quality of the materials used, but which are rather the consequence of events or accidental damage to the product including, but not limited to: knocks, dents, scratches, cuts, stains caused by external factors such as dyes, solvents or cleaning products;

- damages caused by wear following the normal use of the Products;

- if the products are not used by the parties they are destined for and for which they are produced.

f. **Special Warranty Conditions**

The following special warranty conditions apply to the components and materials described below:

*Fabrics, leather or artificial leather:*

Especially white and all light colours, the warranty does not cover damage which is not derived from original production faults and/or the poor quality of the materials used, but which are rather the consequence of events or accidental damage to the product including, but not limited to: knocks, scratches, cuts, stains caused by external factors such as dyes, solvents or cleaning products, denim fabric. Any difference in colour shade between articles or products with the same kind of fabrics, leather artificial leather shall not be considered to be original defects.

*Painted parts:*

The warranty does not cover damage which is not derived from original production faults and/or the poor quality of the materials used, but which are rather the consequence of events or accidental damage to the product including, but not limited to: knocks, dents, scratches, cuts, stains caused by external factors such as dyes, solvents or cleaning products. Any difference in colour shade between articles or products with the same kind of paint shall not be considered to be original defects.

*Aluminium parts:*

The warranty does not cover damage which is not derived from original production faults and/or the poor quality of the materials used, but which are rather the consequence of events or accidental damage to the product including, but not limited to: knocks, dents, scratches, cuts, stains caused by external factors such as dyes, solvents or cleaning products. Any difference in colour shade between articles or products with the same kind of aluminium parts shall not be considered to be original defects.

*Wood parts:*

The warranty does not cover damage which is not derived from original production faults and/or the poor quality of the materials used, but which are rather the consequence of events or accidental damage to the product including, but not limited to: knocks, dents, scratches, cuts, stains caused by external factors such as dyes, solvents or cleaning products. Any difference in colour shade, wood grain or wood typical signs between articles or products with the same kind of wood shall not be considered to be original defects.

*Electrical parts and electrical equipment (excluding neon lamps, leds and light bulbs):*

These fall under the normal warranty conditions unless damage is caused by power surges which exceed the limits laid down in CE regulations (220/240 V, 50hz, +/- 10%).

*Neon lights, leds and light bulbs:*

These consumable items are not covered by the general warranty conditions.

Exclusively guaranteed at the time of delivery are the colour temperature and colour yield parameters indicated in the specifications of the most important producers (I.E. Philips catalogue paragraph 12).

The Customer is therefore bound to immediately check the components to which this paragraph refers, and in the event of discovery of any defects in these specifications, must send written notice to Co.ideas no later than 8 days from the receipt of the goods; failure to do so will invalidate the Customer's warranty rights for these components.

Excluded from the warranty conditions is the normal wear of the products due to use, and the Customer hereby acknowledges, waiving all claims thereto, that over time neon lights, leds and light bulbs may present colour defects or stop working.

*Glass and mirrors:*

The warranty does not cover damage which is not derived from original production faults and/or the poor quality of the materials used, but which are rather the consequence of events or accidental damage to the product including, but not limited to: knocks, dents, scratches, cuts, stains caused by external factors such as dyes, solvents or cleaning products.

*Sanitary fixtures and ceramic parts:*

The warranty does not cover damage which is not derived from original production faults and/or the poor quality of the materials used, but which are rather the consequence of events or accidental damage to the

product including, but not limited to: knocks, dents, tears, chips, scratches, cuts, stains caused by external factors such as dyes, solvents or cleaning products.

g. **Intervention by Co.Ideas**

Co.ideas will examine the Product and, at its own unquestionable discretion, will decide whether the problem falls within the coverage of the commercial warranty. Following the examination of the product, through its own technical service, or through authorised assistance partners, Co.ideas will take care of the replacement or repair of parts proved to be faulty from the origin, that will be returned ex-works. If the shipment of spare parts is required, transport costs and risks are at charge of the buyer.

In any case, working hours and any damage that might have occurred to the buyer are not covered by the guarantee. Any replaced parts will become the property of Co.Ideas. If an item is no longer sold by Co.Ideas, it will be replaced with an appropriate alternative. At its exclusive discretion, Co.ideas will establish what is considered to be an appropriate alternative.

If our assessment justifies the application of the warranty, the Product will be repaired or replaced, otherwise the repairs will be paid and will not be communicated any estimate unless specifically requested by the customer.

The costs of labor, assembly, disassembly, transport for external intervention of our staff, return of the goods to Co.ideas and shipping of repaired or replaced Products shall be borne by the customer in case of recognized collateral.

h. **Exclusion of implicit recognition of defects**

With reference to article 1495, para. 2 of the Italian Civil Code, any intervention by Co.Ideas, or a party appointed or authorised by it, shall not imply the recognition of any defects, but rather aims exclusively to assess the claim reported by the Customer. The intervention by Co.Ideas, or a party appointed or authorised by them, to repair or replace products shall equally imply no recognition of defect, but shall rather be carried out solely for the purpose of avoiding disputes and/or for contractual purposes.

Defects will be deemed to be recognised according to the law solely when so explicitly declared in writing.

11. **Assistance not covered by warranty**

In the event of a customer requesting assistance for products supplied by Co.ideas which are not covered by a valid warranty, the Customer will be charged all costs and accessory charges borne by Co.ideas for spare parts, labour, travel costs, board and lodging required to carry out the assistance.

12. **Jurisdiction**

This contract is governed by Italian law, and all matters shall be referred to the exclusive jurisdiction of the courts of Novara (Italia).

13. **Final clauses**

The Italian text of the present contract shall be the only authentic text.

Pursuant to and under the terms of articles 1341 and 1342 of the Italian Civil Code, the Customer hereby declares that he has read and expressly approves the following articles of the Co.ideas Srl General Sales and Warranty Conditions.: art. 2 (validity), art. 3 (orders), art. 4 (price and payment terms), art.5 (delivery/ownership/risk), art. 6 (acceptance), art.7 (responsibility), art. 8 (force majeure), art. 10 (warranty, paragraphs: 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8), art. 12 (jurisdiction), art. 13 (final clauses).

Date \_\_\_\_\_

Customer's stamp and signature

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