



GENERAL CONDITIONS OF SALE AND SUPPLY (REV. Feb 2024)

1. SCOPE AND EFFECTIVENESS

These General Conditions apply and govern any sale and/or supply or processing carried out by our company, including the case where orders are accepted by telephone. Every order and/or request for quotation sent to ERRESEI, implies adherence by the CUSTOMER to these G.C. independently of the signing of the sales or supply confirmation for acceptance, after 7 days from the sending of the latter, considering the same as tacitly and fully accepted.

Unless the CUSTOMER expressly objects in writing, these General Terms and Conditions are considered implicitly and integrally known and accepted by the latter. Any different and/or contrary clauses wherever indicated by the CUSTOMER are therefore not considered valid. In the event of a conflict between what is indicated in these General Conditions and what is foreseen in the sales or supply confirmation or in the contract, the conditions foreseen in the sales or supply confirmation or in the contract shall prevail. Any conditions expressed by employees and/or agents of ERRESEI will not bind ERRESEI in any way if they are not reproduced in the text of the sales confirmation/contract or signed by a person with the necessary powers.

2. OFFERS AND ORDERS

The validity of ERRESEI's quotations, with particular reference to prices and delivery terms, is 30 days from the date they are communicated, unless otherwise indicated. Each proposal shall only be accepted if received in writing and shall be deemed validly formulated if the following necessary information is present: number, article code, quantity, invoicing data and shipping address. ERRESEI shall not be held responsible for orders that are not in writing, due to errors or misunderstandings. The contract will be considered finalized only after ERRESEI sends the order confirmation, upon receipt of which the CUSTOMER undertakes to purchase the products or services requested at the prices and conditions indicated therein. ERRESEI, on the other hand, reserves the right to evaluate the purchase proposals sent to it by the CUSTOMER, not being bound to their acceptance. The CUSTOMER is obliged to inform ERRESEI in writing of any discrepancies between the offer sent and the relative order confirmation, within a peremptory term of 5 days from the date of receipt of the order confirmation, after which the contract will be considered as executed according to the conditions indicated by ERRESEI in the order confirmation. The minimum amount of each order shall be EUR 250 net excluding VAT.

3. TERMS OF DELIVERY AND TRANSPORT

All contractual terms paid by ERRESEI, including delivery terms, must be considered indicative and not essential, unless expressly agreed in writing resulting from the contract and their commencement is subject to the full fulfilment by the CUSTOMER of its obligations, including the full payment of the agreed as consideration, expenses, and interest, no one excluded. The goods travel at the risk and peril of the CUSTOMER even if delivered free at destination; therefore, it is the responsibility of the CUSTOMER to check the condition of the goods at the time of delivery. Therefore, the CUSTOMER is requested to accept the goods with reservation or reject them if the packaging presents obvious anomalies. The delivery of the goods or the provision of the services may be postponed for a maximum of 15 days at the request of the CUSTOMER; after this period, the goods and/or the service shall be invoiced and the consequent costs shall be charged to the CUSTOMER. In the event of a carriage charge in free port, this shall be charged on the invoice. If the CUSTOMER requests additional services, the consequent costs must be agreed separately and shall be borne exclusively by the CUSTOMER, unless otherwise agreed in writing.

4. CHARACTERISTICS OF PRODUCTS AND SERVICES

The performance shall relate exclusively to the products, the services and to the quantity specified in the confirmation order in the contract, as well as any further change of the same agreed between the parties.

Any information or data about products and services' technical features and/or characteristics contained in brochures, pricelists, catalogues or similar documents are only mandatory when those data are expressly invoked in the order confirmation or in the contract.

Products and services will be considered compliant with the contract despite the presence of any minor difference and/or tolerance margins accepted in the commodity sector in question or in accordance with the practices established between the parties. The CUSTOMER acknowledges that the characteristics of goods and services, also from a qualitative point of view, correspond to what is required and that the technical details are well known to him for having discussed, reviewed and approved them, or for having taken specific vision of them. Accordingly, the agreed characteristics cannot be modified after



receipt of the order confirmation and from now on the CUSTOMER gives up any exception referable to characteristics and quantities not reported in it.

Except for what agreed in the previous paragraph, ERRESEI reserves the right to make technical and aesthetic changes and improvements on the ordered Products at any time and without Buyer's approval. It is understood that such modifications may only concern secondary features and will not prejudice or damage the quality and the type of the goods covered by the contract and will not entail for the CUSTOMER any increase of the agreed price. In the event Buyer wishes to change product features, quality, quantity, measures and conditions, ERRESEI has got the possibility to ask for the acceptance of a new agreement with the specification of the new conditions, to decline the order and to withdraw from the previous contract. In this case ERRESEI withholds all paid amounts as down payment on the due amount and reserves the right to ask for payment of further damages. In the event that the CUSTOMER wishes to change characteristics, quality, quantity, measures and conditions, ERRESEI will be entitled to request the signing of a new contract with price adjustment or to decline the order and withdraw from the previous contract, withholding the sums already paid as a deposit on the sums due. ERRESEI's request for payment of any further damage remains unaffected. If the sale concerns catalogue products, ERRESEI reserves the right to modify or delete products from the collection and to make price changes resulting from priorities or technical-commercial choices at any time and without notice.

By signing these "general conditions" the CUSTOMER acknowledges that the finishes made by ERRESEI are the result of delicate processes of craftsmanship in relation to which small differences and imperfections do not constitute defects or lack of quality but typical characteristics of the product and guarantee of high quality and uniqueness. The colors and finishes shown in the catalogue have the reference value and cannot be considered perfectly representative of the actual colors and finishes.

5. ORDER CANCELLATION AND RETURN

In case the CUSTOMER wants to cancel the total or a partial part of a registered order for goods that haven't been delivered yet, ERRESEI reserves the right to ask the CUSTOMER to pay a penalty clause equal to 50% of the agreed net price and the right to ask for refund of further damages. Returns are not accepted unless it is a proven or provable quality issue. Returns on special products are not accepted. Any return of delivered goods must be authorized by ERRESEI prior RMA (Return Merchandise Authorisation) issuance, the shipment of returned goods is intended EXW (ExWorks). Returned goods must be free of any signs of damage as well as of wear and tear, in other case the return will be rejected, and no refund will be made. If the goods arrive damaged in ERRESEI, any repair charges and/or the full amount will be charged to the customer, who will commit to pay the total amount of the invoice that will be issued. The customer who submits a complaint must provide an exhaustive description of the problem including photos in order to start the procedure for the RMA. The goods must be returned no later than 30 days from the date of communication in the original packaging or in a different suitable one. After this period, the complaint will be treated as closed and consequent replacements/repairs shall be borne by the customer. Once the goods have arrived at the warehouse, they will be viewed by the staff in charge, who will provide detailed feedback on the nature of the problem(s) and its causes. At this stage, ERRESEI will proceed in one of the following methods:

- 1) if a manufacturing defect has been ascertained, the repair/replacement service will be provided for free or, if the goods have already been replaced and invoiced, ERRESEI will issue a credit note corresponding to the invoice issued.
- 2) if the disputed problem is attributable to incorrect handling and/or maintenance by the customer and / or to external causes, the customer undertakes to assume every burden deriving from the repair or replacement of the product and its related shipping costs. ERRESEI will create a quote for repair/replacement, which shall be accepted or refused in writing by the customer. If the customer requests a replacement before verification of the goods claimed, ERRESEI reserves the right to eventually replace the goods for a fee. If during the check it is established that the cause of the damage is attributable to the production, the company will issue a corresponding value credit note to the customer as a replacement. In case of negative response regarding the complaint, the customer will be called to pay the invoice for the amount due. Exceptionally, the company can authorize a customer to return a product that was mistakenly purchased, in that case, ERRESEI will proceed with the registration of an RMA for Restocking Fee. The customer shall organize the return of goods at his own expense, which must be in "new" condition and in the original packaging, on which the order number will be affixed. If the goods return to the company in optimal condition, without defects, and in the intact, possibly original, packaging, the company reserves the right to charge from 25% to 50% of the order value.

6. COMPLAINTS AND DEFECTS

Any complaint must always be notified to ERRESEI by the CUSTOMER, under penalty of forfeiture, by registered letter with return receipt and within the terms of the law. Claims for damages or deficiencies must be indicated on the delivery note. All packaging material must be kept. For shipping errors: send the report within 3 days of receipt. The CUSTOMER is required to accept the goods with reservation or to refuse them if the packaging is damaged or broken. The CUSTOMER is requested to

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examine the goods immediately after their arrival at destination, making sure that the packaging is intact and the quantity matches to what is indicated in the delivery note. In case of discrepancies, the goods shall be collected with reserve and the existence of defects shall be notified to ERRESEI no later than 7 (seven) days from receipt. These communications must be sent in writing and contain a detailed description of the defects found (photographic evidence is required). In case of timely and correct report, ERRESEI reserves the right to examine the products or processes in question or have them examined; the CUSTOMER must promptly suspend the use of the products subject to sale. Such complaints and/or disputes will not entitle the CUSTOMER to suspend or in any case delay the payment of the goods and/or product under complaint, nor of other supplies or deliveries.

7. PRICES AND PAYMENT TERMS

Except in the event of provisions to the contrary included in the order acceptance, the prices specified in the proposal for goods ex warehouse are exclusive of VAT, taxes, shipment expenses, insurance, installation and after-sales service. Unless otherwise agreed, the payment of the first three deliveries must take place at the order. For subsequent orders, the payment must be submitted in the forms and terms expressly specified in the order confirmation and previously agreed with the seller. If the CUSTOMER fails to make any payment on the due date and according to the agreed terms and conditions, ERRESEI may suspend or cancel orders, deliveries or next supplies.

8. LATE PAYMENT

In the event of non-payment and / or delayed payment, the interest for late payment is due according to Legislative Decree 231/2002 and s.m.i. from the agreed deadline up to the payment date. After 30 days from the agreed deadline, ERRESEI will have the right to terminate the contract with the right to withhold any advances and demand the return of any products delivered at the expense of the CUSTOMER, without prejudice in any case to the right to act for any further damage.

9. WARRANTY

ERRESEI guarantees its products for 1 year (12 months) from the date of delivery for manufacturing defects regardless of whether they were used and this warranty shall in no case be suspended or prolonged as a result of non-use of the goods. If faults or defects are reported, ERRESEI reserves the right to check customer's requests in order to eventually authorize the replacement or the refund of the value of the product. During this period the CUSTOMER is not allowed to suspend payments according to the agreed deadlines. The warranty is expressly excluded if the inconvenience or anomaly turns out to be caused by incorrect use and does not cover transport costs. Any modification or replacement of any part of the product not authorized by ERRESEI, as well as the use of power supplies, control units and other components not supplied by ERRESEI, determines the automatic inactivity of the warranty. Due to the inadequacy of many detergents or cleaning systems, the finishes are expressly excluded from the warranty. In addition to the obligation described, the manufacturer assumes no further responsibility for the sale or use of its products.

10. REFUSAL TO DELIVER IN CASE OF NON-PAYMENT OR FEAR OF INSOLVENCY

If ERRESEI, having assessed the client's financial condition and/or the existence of proceedings and/or investigations against him, has reason to fear that he/she is unable to fulfill the provision, he/she may subject the delivery of the products or services to the issuance of adequate guarantees. In case of total or partial non-payment or delay in payments exceeding 15 days, ERRESEI is granted the right to unilaterally modify the terms of any other supplies and / or suspend their execution until adequate guarantees are obtained. It is also granted the right of ERRESEI to demand full payment in case of deferred payments and deliveries.

11. FORCE MAJEURE

Neither party shall be liable for failure to perform any of its obligations if it proves

- That such non-compliance is due to a failure to fulfil obligations beyond its control;
- that such a circumstance could not reasonably have been foreseen at the time of conclusion of the contract;
- that it could not reasonably be avoided or overcome.

The occurrence of one of the following circumstances, the list of which must be considered merely illustrative and not exhaustive, will be considered as a cause of force majeure: shutdown of the seller's systems due to fire, sabotage, riot, strike, lockout weather events such as hurricanes, earthquakes, floods, or in the event of difficulties in the supply of raw materials and / or semi-finished products to produce the finished product, or seizures and/or other measures by the competent authorities, including any blockages or limitations resulting from pandemic events or health alerts. It is mandatory for each party affected by the force majeure to communicate promptly and within 72 hours to the other party in writing, the occurrence of the force majeure, its effects, and its foreseeable duration, and to immediately resume the execution of the obligation when the impediment ceases.

12. FAIRNESS AND GOOD FAITH

The Parties undertake to fulfill their contractual obligations according to the general principles of fairness and good faith.

13. INTELLECTUAL PROPERTY

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14. PERSONAL DATA PROTECTION

The CUSTOMER declares to have read and received a copy of the privacy policy prepared by ERRESEI in accordance with the provisions of Articles. 13 and 14 of EU Reg. 2016/679, available on the company's website.

15. APPLICABLE LAW AND JURISDICTION

Italian law regulates the contracts governed by these General Conditions

For any dispute related to the contract or to these General Conditions that may arise between ERRESEI and the Consumer, the competent Court is that of the place of residence or domicile of the Consumer if located in the territory of the state, mandatory pursuant to art. 66 bis, of the Consumer Code. For any dispute between ERRESEI and CUSTOMER that does not hold the quality of Consumer, inherent in the contract of sale or supply or in these general conditions of sale, the Court of Bergamo will have exclusive jurisdiction, with the exclusion of any other.

_____ (place), _____ (date)

_____ (stamp, signature and qualification)

Pursuant to Articles. 1341 and 1342 c.c. we declare that we have read, understood and expressly accepted the content of the following articles: art. 2 (offers and orders); 3 (terms of delivery and transport); 4 (characteristics of the products and services); 5 (cancellation of orders and returns); 6 (complaints and defects); 8 (late payment); 10 (refusal to deliver in case of non-payment or fear of insolvency); 11 (retention of title); 16 (applicable law and jurisdiction).

_____ (place), _____ (date)

_____ (stamp, signature and qualification)