



ITALIAN NAUTICAL UPHOLSTERY

GENERAL CONDITIONS OF PURCHASE

FOREWORD

The General Conditions of Purchase apply to the contractual relations between TAPPEZZERIA NAUTICA TOTI BENITO SRL and its suppliers with regard to products or services. The Conditions, together with the Order and the Order Confirmation, represent the totality of the agreements between TAPPEZZERIA NAUTICA TOTI BENITO SRL and the Supplier regarding a specific Supply, and replace in this respect any other communication and/or agreement between TAPPEZZERIA NAUTICA TOTI BENITO SRL and the Supplier, whether oral or written.

TAPPEZZERIA NAUTICA TOTI BENITO SRL has made the Conditions also known by publishing them on the Internet at the website of TAPPEZZERIA NAUTICA TOTI BENITO SRL at the following link: <https://tapnauticatoti.it>.

I. ORDERS

- 1.1 The following terms and conditions form an integral part, having binding force of the agreement, of every purchase order of materials, machinery, goods and services of any kind (hereinafter the "Goods" and the Order") issued by TAPPEZZERIA NAUTICA TOTI BENITO SRL (hereinafter the "Buyer"). Any exceptions to the general and particular conditions indicated in the Order will be effective only if expressly accepted in writing by the Buyer.
- 1.2 The acceptance of the Order constitutes an express waiver by the Seller of its conditions of sale, both general and particular, as well as an express acceptance of the terms and conditions set forth herein.
- 1.3 The Order shall be deemed to have been completed upon receipt by the Buyer of the full confirmation and acceptance thereof by the Seller, which must be received no later than 5 days after the date of receipt of the Order, in accordance with the procedures laid down in Article 1326 of the Civil Code. In the absence of such confirmation, any commencement of execution of the Order by the Seller shall be deemed to constitute express acceptance of the general and particular conditions indicated in the Order, resulting in a tacit waiver of its terms of sale.

2. INVOICING AND PAYMENT

- 2.1 The applicable price is the price indicated in the Order or resulting from calculation formulas set out in the Order. The price will in any case be considered fixed and non-negotiable, not subject to revisions or increases, nor to adjustments resulting from changes in exchange rates and is meant "free" of all fees - DDP (Incoterms 2020 and its possible modifications)" at the place of delivery of the Goods. The price is inclusive of packaging and any cost, risk or profit related to the execution of the Order. No additional charge is allowed unless previously agreed in writing by the Buyer and indicated in the Order. Any additional charge shall be borne by the Seller.
- 2.2 The Seller will send invoices to the billing address indicated in the Order in accordance with the billing schedule indicated. Invoices must contain the order number or reference, quantity and description of the goods, date and reference of the shipping sheet and detailed price. The invoices shall also be accompanied by the necessary supporting documentation. Unless otherwise stated in the Order, the Seller will issue an invoice for each Order and, unless a different billing address is specified, invoices shall accompany the Goods. Invoices not complying with the above conditions will be considered invalid and will therefore be returned to the Seller. Se non diversamente pattuito per iscritto, il termine di pagamento sarà come indicato negli Ordini.
- 2.3 Unless otherwise agreed in writing, the payment term will be as stated in the Orders.
- 2.4 After the agreed terms of payment, subject to the receivability of the invoice against the acceptance of the goods, the Seller may request the payment of the invoice, to be paid 30 (thirty) days from the expiration of the aforementioned term of payment. This time limit shall be expressly recognised and accepted by the Parties as a margin of tolerance necessary to enable the payment process.
- 2.5 The Parties declare and expressly accept, notwithstanding D.Lgs. n. 231/2002 and subsequent amendments thereof, that upon expiry of the above-mentioned grace period, provided that the non-payment is attributable to the Buyer, it may be applied to the same, as default interest, the one corresponding to the agreed rate of Euribor + 1.5% in which they must be considered included any costs incurred by the Seller for the recovery of the credit.
- 2.6 With the payment of default interest, to the extent indicated above, the Seller now waives compensation for any further damage in any way.



3. PACKAGING, DISPATCH AND TRANSPORT

- 3.1 The Seller shall provide the Goods with appropriate packaging, taking into account the nature of the Goods and taking all necessary measures to protect the Goods from: weather, corrosion, loading and unloading accidents, conditions of transport or storage, vibrations or shocks, etc.. In any case, the Goods shall be packaged, packed, marked and otherwise prepared for delivery in a manner that complies with good commercial practice, acceptable by the usual couriers for delivery at the best rates and adequate to ensure the delivery of the same intact to the destination indicated. In the event that the Seller is required a special packaging, it must comply with all relevant instructions provided by the Buyer.
- 3.2 The Seller shall mark all packages and containers with all instructions for handling or shipping, clearly identifying and marking items that require special care or special conditions of storage and transport, indicating the precautions to be taken. The Seller will label each package and container with shipping information, order number, date of shipment and name and address of the sender and recipient.
- 3.3 The Seller shall be held solely responsible for any damage to the Goods or for any extra cost due to incorrect or inappropriate packaging, numbering and labelling.
- 3.4 Unless otherwise agreed, the Seller must at the time of shipment send to the Buyer a shipping document in duplicate, specifying the complete reference and date of the Order, the full address of the sender and the place of delivery, a detailed description of the Goods, the total number of packages in the delivery, the gross and net weight identifying each package, the delivery method and the date of dispatch, the delivery on account or at balance of the ordered quantity. The transport of the Goods will be at the risk and expense of the Seller.
- 3.5 In any case, the Seller will ensure that the Goods are properly insured until they arrive at the Buyer or the place of delivery.
- 3.6 No liability will be assumed by the Buyer for goods sent in error even if delivered and kept in the warehouses of the Buyer.

4. DELIVERY TERMS AND DELAYS

- 4.1 The delivery dates and times are specified in the Order. With the acceptance of the Order, or its execution, the Seller assumes the irrevocable commitment to strictly comply with time, mode and delivery dates indicated in the Order that are intended peremptory and essential for the Buyer. Failure to comply with the time, dates and methods legitimate the Buyer to the legal termination of the contract, without prejudice to compensation for any damage, expense, cost and burden.
- 4.2 Deliveries made in disagreement with the established terms may not be accepted and will be considered, for the purpose of payment, as occurred in the most favorable terms to the Buyer. In any case, the Seller will not be entitled to any benefit in relation to advance deliveries.
- 4.3 The Seller will promptly inform the Buyer in writing and in detail of any event that may delay the execution of the Order without being therefore authorized to request and obtain an extension of said delivery times and methods.
- 4.4 The Seller shall take all appropriate measures to minimise the delay in delivery and the consequences of the delay. In the absence of what is prescribed in this article, without prejudice to any right to resolution and compensation for any damage, expense, cost and burden, the Buyer will also have the right to revoke the Order. In any case, the Seller will not be granted any compensation and/or indemnity for what has already been partially performed and for all related costs, expenses and charges incurred.

5. CONTROL, VERIFICATION, INSPECTION AND REJECTION OF GOODS

- 5.1 Goods that do not correspond to the Order may be accepted, at the sole discretion of the Buyer, at their real value.
- 5.2 The Buyer shall have the right to reject Goods which do not comply with the Order and the applicable technical specifications and requirements. The non-acceptance of the Goods shall be notified to the Seller by any means of written communication. The Seller shall, at its own expense, withdraw the Goods delivered and not accepted within 7 (seven) working days from the date of receipt of the notice of non-acceptance. After the said deadline, the Buyer will return the Goods to the Seller at the latter's expense.
- 5.3 The Seller accepts and agrees that, during the execution of the Order, the Buyer has the right to access the premises of the Seller and its subcontractors, without prior notice, for the purpose of checking the production process or to provide special instructions, as well as to check or test the Goods, using the tools of control and verification of the Seller using also the personnel of the latter without that nothing is due in respect. Such inspections shall in no way reduce the Seller's liability.



6. SURPLUS SUPPLIES

- 6.1 The Buyer undertakes to pay only the quantities specified in the Order. Any surplus will be kept at the sole risk and expense of the Seller. After 7 (seven) working days from the date of notification of the surplus, without the Seller having collected the Goods or sent instructions for shipment at its expense, the Buyer may return the Goods in excess of the Order at the sole risk and expense of the Seller.
- 6.2 The Seller accepts that the Buyer, in its complete and absolute discretion may decide to purchase some or all of the surplus, in accordance with the terms of the Order and these C.G.A.

7. WARRANTY

- 7.1 The Seller shall guarantee for a period of 24 months from the date of delivery that the Goods conform to the specifications, designs and drawings and information of the Seller (in any format) or the Buyer if provided by the latter as a result of the Order; of good workmanship and free from any apparent and/or hidden defects in design, materials, manufacture, operation; quality suitable for the required use. The Seller is responsible for providing all parts necessary for the full use of the Goods, even if not expressly mentioned by the Buyer.
- 7.2 During the warranty period, the Buyer shall inform the Seller in writing of any defect or malfunction of the Goods and the Seller shall promptly and at its sole expense replace or repair the Goods or correct the defect or malfunction. The Seller will guarantee for a further 12 (twelve) months any replacement, repair or correction made during the warranty period, from the day on which such replacement, repair or correction is accepted by the Buyer, in accordance with the terms of article 5.
- 7.3 If the Seller does not replace or repair the Goods or corrects the defect or malfunction within 7 days of the complaint, the Buyer shall have the right, at its sole discretion, to carry out the replacement, repair or correction on its own and at the sole expense of the Seller, or to have such operations carried out by a third party at the sole expense of the Seller, or to obtain from the Seller the full reimbursement of the price paid for the return of the Goods.
- 7.4 Seller agrees that the warranties set forth in this article shall be in addition to any warranty provided by law or expressly given by Seller, in addition to those specified herein and to any other warranty, express or implied, applicable to the Goods. These warranties shall survive any inspection, testing, checking, acceptance or payment by the Buyer, as well as any cancellation, revocation, withdrawal, termination of the Order or other agreements.
- 7.5 To the extent that the Purchaser, his/her Customer/s or the competent Authorities decide to recall from the market a supply or product which includes the Goods due to any defect and/or malfunction of any kind, the Seller shall be liable to compensate for any direct and/or indirect material and/or immaterial damage, including any damage to the image suffered by the Buyer, plus any expenses and/or costs incurred. The Seller also releases the Buyer from any liability of a civil, criminal, administrative, tax and fiscal nature, resulting from the execution of the Order and/or the sale of the Goods.
The Seller guarantees the Buyer from all direct and/or indirect, material and/or immaterial damages, including any damage to the image, as well as from all direct and/or indirect costs resulting from the non-execution of the Order and, if it is the case, the subsequent failure to perform obligations of the TAPESTRY NAUTICA TOTI BENITO SRL towards the/ his/ her Customer/ i (as an example but not exhaustive: reimbursement or replacement of defective goods, labor costs, selection work, interim costs, exceptional transport, production stops at TAPPEZZERIA NAUTICA TOTI BENITO SRL and its/its Customer/s, recall campaigns, penalties, order of deliveries to third parties).
In return for the above guarantees, the Seller undertakes to sign an insurance policy with a major company and will
- 7.7 submit the documentation at the simple request of the Buyer.
The complaint of said defects and defects of the Goods may be made in derogation from the terms set out in articles
- 7.8 1495 and 1667 of the Civil Code. The aforementioned complaint of vices, also apparent, may take place at any time even if the Goods had already been put into production by the Buyer or had already been mounted on third party equipment and machinery or already installed in the latter and even if the related invoices were already you get paid.

8. PREVENZIONE INFORTUNI

- 8.1 The Seller undertakes to observe and enforce its employees, employees and subcontractors all legal and regulatory provisions concerning accident prevention and workplace hygiene in the execution of their activities at its establishment and wherever activities are carried out for the benefit of the Purchaser, and to comply with all legal and contractual obligations towards its employees relating to protection, protection, assistance and contribution. The Seller declares that it applies to its employees salary conditions and regulations no lower than those resulting from the C.C.L.N. category. At the request of the Buyer, the Seller is required to prove that it has fulfilled the above obligations.
- 8.2 Failure by the Seller or its staff, employees or subcontractors to comply with the obligations of this article will entitle the Buyer to order the immediate suspension of the Order, and at its sole discretion, to terminate the



9. CONFIDENTIALITY

- 9.1 Any data, design, machinery or other material and information provided by the Buyer or the Seller but paid for by the Buyer as part of the price of the Goods, shall be the exclusive property of the Buyer and shall be considered as confidential and confidential information of the Buyer.
- 9.2 The Seller undertakes to keep strictly confidential all the above material and information, as well as any other material or confidential information, owned by the Buyer, received for the purposes of the Order, and also undertakes for a period of 5 (five years) from the date of acceptance of the Goods not to provide, communicate or release such materials and information to third parties without the prior written consent of the Buyer.
- 9.3 Any advertising information or written and oral communication concerning the Order or its details is subject to the prior written consent of the Buyer and in any case may be used for the sole purpose of the Order. As soon as the Order is completed, the Seller will return to the Buyer at its first request all documents, confidential or not, relating to the Order, without being able to keep a copy, except those required by law, unless express written agreement.
- 9.4 In the absence of what is prescribed in this article, the Buyer may terminate the Order by letter a/r, without prejudice to compensation for any damage, expense, cost and burden.

10. WITHDRAWAL AND RESOLUTION

- 10.1 Without prejudice to the foregoing, if the Order is agreed for an indefinite duration, the Buyer may terminate the Order at any time by letter a/r with notice of 7 (seven) days, during this period the Order must be executed according to the contractual conditions and in particular according to the price conditions in force at the time of the communication of termination of the Order. The communication of termination of the Order will not give rise to any right, compensation or compensation in favour of the Seller for any reason whatsoever.
- 10.2 The Order, if agreed for a fixed duration, is not subject to renewal.
- 10.3 It is expressly agreed between the Parties, that the Buyer reserves the right, in the event of failure to comply with the obligations under this Contract, to terminate the Order pursuant to Article 1456 of the Civil Code, subject to compensation for any damage, material and/or immaterial, direct and/or indirect including damage to the image and to the Customer/s of the Buyer.

11. MISCELLANEOUS

- 11.1 The Seller may not assign and/or transfer, even free of charge, in whole or in part, the Order, unless expressly agreed in writing. In the event of a change in the Seller's control, direct or indirect, or of the transfer of its company or company, the
- 11.2 Buyer shall have the right to revoke the Order.
The Seller expressly declares that the accrued claims against the Buyer are not transferable or otherwise delegable
- 11.3 to third parties in any case and with any legal form.
Except as expressly agreed, the waiver by one Party of its rights in the event of a breach by the other Party of the terms of this
- 11.4 Agreement shall not constitute acquiescence. Failure by a Party to enforce any term or condition of this Agreement does not constitute a waiver of such term or condition and shall not limit the right to enforce such term or condition at a later time.
If any provision of this Agreement is for any reason void, void, invalid, unenforceable or ineffective in any way, they shall
- 11.5 be deemed not to be affixed and shall not affect the validity and enforceability of any other provision in this Agreement.
The Seller undertakes to fully comply with all provisions issued by the competent public authorities. The Seller shall
- 11.6 bear the economic and/or administrative consequences, including tax and fiscal consequences, incurred by the Buyer as a result of non-compliance on the part of the Seller, its staff, employees, agents and subcontractors, of the provisions of the aforementioned Public Authorities.

12. PRIVACY

- 12.1 The Buyer declares that the personal data provided by the Seller are subject to privacy treatment in accordance with current legal provisions.
- 12.2 The collection and processing of such data is necessary for the purposes of this Agreement. The data will be processed in written and paper, electronic, telematic, magnetic form; their processing will take place in execution of this Agreement. The Seller's data will not be disclosed or communicated to third parties, except to those necessary or functional for the execution of this Contract and/ or for its termination. The data controller is Tappezzeria Nautica Toti Benito srl.

13. APPLICABLE LAW, JURISDICTION AND JURISDICTION

- 13.1 The applicable law and jurisdiction is exclusively that of Italy, the 1980 Vienna Convention on the International Sale of Goods shall not apply in any case. Any dispute arising from the interpretation and/or execution of the Order and/or the C.G.A. will be attributed exclusively to the jurisdiction of the Court of BERGAMO (ITALY).

