

GENERAL TERMS OF SALE

1. SCOPE OF APPLICATION OF THESE GENERAL TERMS OF SALE

These general terms of sale will apply to any existing trade contract between the company PF STILE S.r.l. and the Client receiving the goods and/or services provided, and between PF STILE S.r.l. and he who directly requests these goods and/or services.

The Client will find these general terms and conditions of sale attached to each tax document issued by PF STILE S.r.l. (as per invoices, offers and transport documents) and are an integral part of them all.

These General Terms of Sale will prevail over any Purchase Condition applied to a Client in particular, even in the lack of a specific objection to its application. Any modification or amendment to these General Terms will not be valid nor effective between the parties unless a written agreement is signed by a duly authorized PF STILE S.r.l. representative.

2. DESCRIPTION OF APPLICATION OF THESE GENERAL TERMS OF SALE

A more detailed description of each product as well as its characteristics can be found in our Price List. The products portrayed in the images collected on PF STILE's website (www.pfstile.it) are to be considered for illustrative purposes only.

PF STILE S.r.l. reserves the right to make variations and/or improvements without prior notice. Likewise, the weight, color and/or dimensions indicated could therefore undergo variations.

3. PRICES

The prices corresponding to each product are those indicated on PF STILE's approved Price List at the time of purchase, unless a different agreement has been written down and accepted by both parties and included in the order confirmation.

Our current price list can always be downloaded from PF STILE's website. Download is protected by a private password that will be immediately provided after sending a mail request to marketing@pfstile.it.

Prices indicated in the Price List ought to be considered as "recommended retail prices", each customer must then apply his own special discount. No price shown on the website, Price List, Promotions or Special Offers includes VAT, nor do they include accessory or transportation costs.

No discounts will be applied to the supplements or to the variations done to standard products.

Any increase of the prices due to variations in the taxes or duties that occur after the order has been already issued and confirmed, must be agreed in writing and specifically approved by both parties.

Prices have to always be considered ex works (EXW - Incoterms of Paris, 2020) duties exchanged in the establishment of PF STILE headquarters: Altavilla Vicentina, Via Lago Maggiore 25, Vicenza. When the recipient is in charge of organizing the transport, PF STILE will communicate all the relevant details concerning dimensions, weight and number of pallets for all the goods that have been ordered and will be delivered once packed. PF STILE S.r.l. is exempt from export customs clearance, whenever foreseen.

If the Client expressly requires the goods to be packed in separate boxes, PF STILE S.r.l. will provide the in advance the details that are regardless indicated in the Price List. When talking about individual packages, PF STILE S.r.l. will communicate size, weight and number of boxes or pallets, indicatively. PF STILE S.r.l. is exempt from any responsibility for calculation mistakes of shipping costs that had been reported before having the final packaging ready.

Any order less than €250,00 will result in a €20,00 fee for fixed management costs.

Payment of the goods must be made within 5 business days before the "Goods Loading Date", only and exclusively by bank transfer.

Non-standard products are indicated in the Price List as "su richiesta" (on request), and a 30% down payment of the total amount of the order will be asked to launch production. This deposit is to be paid within 3 days after receiving the Proforma Invoice. The remaining balance must be paid in any case within 5 business days before the "Goods Loading Date".

PF STILE S.r.l. reserves the ownership of the goods at any sale price until final payment is received. Once it has been completed by the Client, the property of the goods will automatically become his.

The commercial conditions or special discounts agreed in writing between the parties, if not show at the time of purchase will be in any case considered when the invoice is issued. In any case, PF STILE S.r.l. may vary the prices, contacting the Client to let him know if necessary.

4. PACKAGING

The goods will be delivered with the packaging, the labels and the brand of the seller.

All products are sold packed and disassembled on disposable pallets.

The price for a particular type of packaging and/or shipping costs -only when expressly required by the customer- will be established during the order confirmation with the sales representative and will be agreed in writing with the Client.

If the buyer requests the goods to be individually packed in singular boxes, or already assembled, PF STILE S.r.l. will charge a supplement.

In the event that less than 5 units are requested in one single order and individual box packaging is not required for each unit, PF STILE S.r.l. will charge a 10,00€ fee for the waste of a disposable pallet and packaging costs. Same amount may be charged if the Client requires the good to be divided into several pallets.

5. ORDERS

Any customer can request goods and/or services from PF STILE S.r.l. through a dated order, signed and mailed to the Altavilla Vicentina headquarters in Via Lago Maggiore 25, or via fax or email to the email address marketing@pfstile.it.

In a properly compiled order the customer might clearly indicate the place where he wishes to receive the goods or the name of the person / shipping service in charge of collecting them at our headquarters. Bank details and VAT number (VIES) identifying the buyer must also be indicated.

Any order can be revoked until the moment it is accepted by PF STILE S.r.l., i.e. when the PROFORMA INVOICE signed and stamped in its entirety is sent back to the company. From this moment, the sale contract is considered concluded.

If a Certificate of Origin or any other certificate is to be requested, this must be communicated when placing the order and not later.

An offer sent to the client by PF STILE S.r.l. as a "Quotation" will be valid until the date indicated in that very document. As soon as PF STILE S.r.l. receives confirmation of the offer acceptance by the Client, the sale contract is considered concluded.

Both the contract between the parties and the order -as well as any variation applied to them-, must be agreed in writing and presented according to PF STILE S.r.l.'s forms by mail, fax or email.

6. DELIVERY

Delivery of the goods is always done "Franco Fabbrica" (EXW Ex-Works trade term - Incoterms Paris 2020) as per the establishment of PF STILE S.r.l. headquarters in Altavilla Vicentina, Via Lago Maggiore 25, Vicenza.

Therefore, the customer incurs the risks and costs of bringing the goods to their final destination at the moment of taking possession of them in PF STILE S.r.l. warehouse.

PF STILE S.r.l. declines any responsibility even if the shipping -following an explicit request of the Client- has been organized by PF STILE S.r.l., which reserves the right to charge the corresponding amount on the sales invoice intended for the Client. In this particular case PF STILE S.r.l. acts solely and exclusively as a sporadic intermediary.

The delivery of the goods will, under normal circumstances, be made within the period indicated in the PROFORMA INVOICE issued by PF STILE S.r.l. This date is to be considered purely indicative and not binding, excluding any sanction and/or right to compensation for damages in case of delay in delivery.

All product deliveries by PF STILE S.r.l. will be in any case suspended each year during the whole month of August, and during 15 days in the Christmas period starting December 22nd. After the suspension period, the delivery schedule will be again reestablished.

Whether the client might ask PF STILE S.r.l. by written means to delay a delivery, or if there is a delay in the delivery of the goods due to any reason external to PF STILE S.r.l., this company may, in its sole

discretion, store the goods in selected locations, risks assumed by the Client only. PF STILE S.r.l. may, unless otherwise agreed in writing, charge the Client for each day of such storage, up to 0.5% of the main amount indicated on the invoice.

In the event that the Client requires special packaging, particularly urgent delivery or mandatory delivery date, PF STILE S.r.l. needs to be notified during the "Quotation" offer phase.

The customer, within 8 days after receiving the goods sent by PF STILE S.r.l., is meant to check the merchandise and verify that is not damaged or defective in any way. After these 8 days, no claim can be considered and will be ineffective.

When PF STILE S.r.l. is asked to deliver the goods out of its warehouse to the Client, this company will consider the special service requested as well terms and conditions of the delivery within 5 days after receiving the request by the Client. If PF STILE S.r.l., in its unquestionable judgment, does not accept the particular shipping request made by the customer, the goods will be delivered following the usual procedure and terms.

The Client can request the goods to be sent to one or more different addresses with full acceptance of the total shipping costs. In this case, PF STILE S.r.l. is exempt from any responsibility related to the shipment of the goods themselves and, in case of claims, will only and exclusively respond to the Client no later than 8 days after receipt of the goods. Any claim for damages made beyond this period will be excluded.

Any date of shipment/delivery of the products indicated by PF STILE S.r.l. must be considered indicative and in no case definitive or binding for the company, which is in no case responsible for delays in delivery or completely lack of it due to force majeure events or, in any case, unpredictable events.

Whether the Client knows in advance the impossibility of collecting or receiving the goods on the indicated date, PF STILE S.r.l. must be notified by written means about the reason and establish a reasonable new period in which to receive the merchandise.

In the event that the lack of receipt of the goods is to be attributed to the Client, the risks related to the product in question are transferred to him at the moment that PF STILE S.r.l. notifies him by written means that the goods are ready for pickup. The Customer shall bear the costs related to the delay in the delivery as well as any other consequential damage.

When the goods are shipped in the means and under the conditions above exposed, the merchandise travels at the driver's own risk.

PF STILE S.r.l. cannot be held responsible for delays in deliveries or for the lack of caused indirectly or directly by:

- Force majeure events (for the purposes of this clause and without this list being considered exhaustive, a case of force majeure events may include legal prohibitions, wars, revolts, revolutions, strikes or other labor disputes, fires, floods, sabotage, nuclear accidents, earthquakes, storms, epidemics...);

- Circumstances, beyond the Seller's control, that avoid the acquisition of labor, materials, components, general facilities, energy, fuel, means of transportation, authorizations or government regulations.

PF STILE S.r.l. cannot be held responsible for any loss and/or indirect damage of any kind suffered by the goods when transported and delivered to a different address than the one stated on the Invoice.

7. WARRANTY

All items sold by PF STILE S.r.l. are covered by a warranty period of 24 months from the moment the goods are delivered to the Client. Any defect must be reported to the Customer Service of PF STILE S.r.l. within 8 days after receiving the merchandise. The warranty does not cover the wear and tear of the items caused by its bad use or placement, nor does it cover any claim if not related to manufacturing defects.

The guarantee will not be applied if the defect has occurred due to a breach of the instructions provided by PF STILE S.r.l. - mentioned below in point 8. Barely as non-limiting examples, guarantee does not cover damages resulting from cleaning goods with unsuitable products not recommended by PF STILE S.r.l. on its website www.pfstile.it, or as a result of exposure to sunlight, heat or sun lamps; stains caused by acids, solvents, dyes, corrosive chemical agents, ink, paint, pets, burns, etc. Electrical and lighting products are sold already assembled with an electrical and lighting system that fulfills all UE regulations.

Whether PF STILE S.r.l. verifies that the Customer has not respected the assembling instructions, use and placement recommendations and/or maintenance of the products -found on PF STILE S.r.l. website and terms of sale-, no refund will be paid and no claim will be considered valid. The warranty excludes any compensation for damages and expenses of any kind.

Likewise, the substitution or compensation for direct or indirect damages of any nature caused to people or things during the period of eventual inefficiencies is absolutely excluded.

The Client cannot consider valid any guarantee nor claim for damages in case of aesthetic or manufacturing defects.

The warranty does not cover aesthetics or any component that might be defective due to: worn, negligence or misuse, incorrect maintenance, transport carried out without due caution or any circumstance that, in any case, cannot be attributed to manufacturing defects. In any of these cases PF STILE S.r.l. warranty loses validity and any further claim cannot be taken into consideration.

The repairing or replacement of products under warranty will not extent in any case the 24 months warranty period, starting from the date of issuance of the Commercial Invoice. This being the case, the Client will not have the right of compensation or refund.

The products under warranty must not show any signs of alteration - fixing carried out autonomously or by unauthorized third parties.

In order to assert the guarantee, the Client must attach or send to PF STILE S.r.l. photos or videos best describing the problem and, only after obtaining written authorization by PF STILE S.r.l. stating the goods can be returned, the customer can proceed at his own expenses and using the original packaging. Any risk of loss or damage lies solely and exclusively on the client until the goods are delivered to PF STILE S.r.l. at the Altavilla Vicentina headquarters in Via Lago Maggiore 25.

Once the aforementioned goods have been received, PF STILE S.r.l. will decide at its sole discretion whether to repair them or to provide a replacement. PF STILE S.r.l. will decide at its sole discretion and based on availability, whether to provide for identical or similar articles.

The repairing or replacing of the items under warranty will be carried out only in EXW terms - Incoterms ICC Paris 2020, that is, at the headquarters of PF STILE S.r.l. in Via Lago Maggiore 25, Altavilla Vicentina. PF STILE S.r.l. will be exempt from any claims for damages or further accessory costs or transport fees. Upon the express written request of the customer, PFStile S.r.l. undertakes to supply the new goods in replacement of the defective goods even before their return to the PFStile S.r.l. factory, after regular invoicing and balance of the new replacement shipment. Upon return of the defective goods to the PFStile S.r.l. factory, after checking the integrity and general situation of the goods, a credit note will be issued and the refund of the amount already paid will be made.

The “Glamour” chair has a long series of annual certifications during its different production cycles. These tests are all carried out by CATAS, the Italian institute for certification, research and testing in the furniture and wood field. For each kind of material and product, CATAS can prove the effective compliance of all requirements as well as the answer to the specifics required, quality control, safety, strength and durability. The tests are carried out according to European, international or national regulations, or according to some specific indications requested by the client. These certifications in particular belong to the Contract sector, characterized by harder standards than the Home sector. The seat of the “Glamour” chair has successfully accomplished the 100.000 cycles test while the steel structure of this same chair has accomplished the 300.000 cycles test during the aforementioned annual certifications.

8. CLEANING AND MAINTENANCE OF THE PRODUCTS

The Client has to clean the products purchased from PF STILE S.r.l. only with damp cloths soaked in water. In case of the water in the area being particularly calcareous, it is always preferable to soak the cloth in distilled or demineralized water. The Client may not use cleaning products such as detergents or any other aggressive cleaning product or not recommended by PF STILE S.r.l. The Client will also have the obligation of removing any residual water that could oxidize the surface with a dry cloth.

All fabrics used by PF STILE S.r.l. can result being very delicate when exposed to excessive humidity. They can be damaged when in contact with the acid PH of human sweat and/or body creams. In case of stains on the fabric, the Client must clean them with absorbent paper and wash the fabric with mild neutral soap and warm water (never above 40°C).

9. USE AND PLACEMENT OF THE PRODUCTS

HPL tops are suitable for outdoor use, always keeping in mind that darker colors exposed to sunlight can undergo color variations and tend to absorb the sunlight temperature. Before assembling, remove the transparent protective film from both the upper and bottom surface of the top.

Polyethylene products are suitable for outdoor use, always keeping in mind that darker colors exposed to sunlight can undergo color variations and tend to absorb the sunlight temperature.

Aluminum products are recommended for outdoor use, but cannot be guaranteed against atmospheric agents or recommended in areas near the sea and/or swimming pools.

PF STILE S.r.l. can apply a surface finish of outdoor-suitable varnish to its products, polyester based and anti-fingerprint. However, since this is not a galvanic kind of treatment, it does not guarantee the absence of damage caused by atmospheric agents. Not in any case this coating is recommended in marine areas, salty air, and/or in the presence of swimming pools.

Getting seats upholstered with the client's own fabric is a possibility PF STILE S.r.l. offers, but this company cannot be held responsible for the technical characteristics of the chosen fabric and the possible consequent deformations it may undergo.

In the eventuality that the production technical data displayed on the labels of the chairs is removed, deleted or damaged, no objection can be raised against PF STILE S.r.l.

10. EXPORT

PF STILE S.r.l. products may be subject to export regulations of the European Union or the United States of America and may therefore require specific permits from the competent authorities.

All relevant information for this aim (i.e. country of origin, custom duties..) can be found within the transport documents of the goods, on the invoices issued and/or in any other relevant document issued by PF STILE S.r.l. Any further certificate must be requested by the Client at the time of making the order (for instance a certificate of origin), and will result in a minimum of 11,00€ management fee. The aforementioned certificate will be sent along with the goods and inside of an envelope that will be either handed to the carrier or placed among the goods, following the customer's choice. When the certificate is requested once the goods have already left PF STILE S.r.l.'s warehouse, the Client will be charged not only for the cost of the document but also for the shipping.

A client acquiring goods destined for export has the obligation to inform PF STILE S.r.l. by written means when requesting an offer for the aforementioned goods, indicating the final destination and which are the relevant documents to fill for customs clearance and procedures. PF STILE S.r.l. reserves the right to charge supplements for any document issuance, in addition to their shipping costs.

It is strictly forbidden to export goods sold by PF STILE S.R.L. to countries under embargo by the Italian, German or American authorities,

The Client is required to verify as well that the final user of the purchased goods does not belong in any Denied Person List (CE Resolution 881 and UN Resolution 1267).

It is a responsibility of the Client to communicate in writing, when accepting the offer made or when sending an order confirmation, which kind of transport will be used (sea, land, plane..) so that PF STILE S.r.l. can pack the products purchased in the most pertinent way. Any additional costs will be arranged in writing when necessary.

In the lack of more specific indications, PF STILE S.r.l. will use the standard packaging method used for land transportation. No liability for damage or deterioration can be attributed to PF STILE S.r.l. if the products are sent by other means or suffer any kind of damage. It will be the carrier's duty to prepare all documents required for export.

The Client agrees to comply with all legal provisions concerning the export and/or reexport of the goods, with PF STILE S.r.l. being exempt from any liability for damages that in any way could result from the export and/or reexport of the products provided.

The conclusion of each of the individual contracts is conditioned and subordinated to the granting of the necessary export licenses -when needed- or to the lack of impediments derived from Italian, German and/or US legislation or any other regulation or export practice. All expenses and fees in order to obtain any license or authorization of any kind issued by a public administrative authority required by law, will be borne by the Client.

PF STILE S.r.l. has the right of asking the Client to sign the Final Use Declaration.

If, while the contract is still valid, an impediment arises from Italian, German or American laws or from any other law applicable to the contract; PF STILE S.r.l. will have the right to immediately interrupt the supply of material to the Client, with a prior written notification, until the relevant licenses and/or authorizations of any kind are obtained.

In all the aforementioned hypotheses, PF STILE S.r.l. is exempt from liability for any type of damage suffered by the Client, including -only as a non-exhaustive example- direct or indirect loss of profit, interruption of the production line, etc.

11. ANTI-CORRUPTION

The Customer agrees to comply with all local, national and supranational laws, including U.S. Foreign Corrupt Practices Act (FCPA) of 1997 and its subsequent amendments to fight against corruption, power abuse or any other similar matter applicable to the Client's commercial activities.

The Client guarantees and undertakes never to offer, promise or transfer for any reason -directly or indirectly, even through natural or legal persons connected or related to him- any cash payment or supply of valuable goods to government officials, employees, collaborators or companies owned -even partially- by political parties, party officials, candidates for government office, etc. with the sole purpose of inducing such organizations or persons to use their authority or influence in order to obtain a commercial advantage for himself or for PF STILE S.r.l.

12. INTELLECTUAL PROPERTY

The Client cannot use the name, trademark and other rights attached to intellectual property in advertising without the prior written consent of the Seller.

13. APPLICABLE LAW AND PLACE OF JURISDICTION

In the event of a controversy arisen between PF STILE S.r.l. and the Client, or related to the contracts concluded between the parties, it will be the Court of Vicenza to take full and exclusive competence - with any other court excluded- and to interpret, execute and solve said controversy.

These General Terms of Sale and all trade contracts are governed by the Italian law, and in the event of any dispute related to the application and interpretation of this document, the court of the accused will have jurisdiction.

The main language in case of conflicts regarding the interpretation of this text will be Italian, although the translation into any other language is contemplated.

Application of the Order of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) is expressly excluded.

14. PRIVACY

According to the Legislative Decree 196/2003 (Personal Data Protection Code), the company PF STILE S.r.l. based in Altavilla Vicentina (VI), in Via Lago Maggiore 25, Italy, declares:

- a) To be the Owner of the Client's personal data, ex Article 28 of the Legislative Decree 196/2003;
- b) These data to be collected, processed and stored in accordance with the aforementioned legislation for the only purposes of communication -current and future- with the Client, and for those purposes expressly indicated in the Art. 13 Legislative Decree 196/2003 "Privacy Information". The data can also be communicated and/or processed by companies or subjects external to the Owner, previously entitled;
- c) In accordance with Art. 7 and following of the Legislative Decree 196/2003, the Client can request at any time the update, modification, correction and/or deletion of its data, as well as remove PF STILE S.r.l. from being the Data Owner or Responsible for personal data processing. This can be done at the headquarters of PF STILE S.r.l. in Altavilla Vicentina (VI) in Via Lago Maggiore 25, Italy, by using the email address marketing@pfstile.it, by calling +39 (0) 444 340669 or by fax at +36 (0) 444 523556.

The reading of this article should be understood as acceptance of the complete document published on the PF STILE S.r.l. website, as well as the "Informativa" related to the former Article 13 of the Legislative Decree 196/2003. Likewise, it states the "express consent" of the Client for: the processing of personal data as established by Article 23 of the Legislative Decree 196/2003 by the Data Owner in this case PF STILE S.r.l., also allowing it to do automated processing and transferring to countries inside and outside the U.E

The transfer of the Client's personal data abroad is guaranteed by PF STILE S.r.l. as OWNER of this personal data in accordance with Articles 42, 43 and 44 of the Legislative Decree 196 of June 30, 2003.

Takes note and accepts,

The Client

In accordance with and for the purposes of Articles 1341 and 1342 of the Civil Code, the Client expressly declares to have carefully read each individual Sale Term and to accept the agreements contained in these General Terms of Sale in its complex and individual way, specifically approving each one of them:

1. Scope of application of these General Terms of Sale;
2. Description;
3. Prices;
4. Packaging;
5. Orders;
6. Delivery;
7. Warranty;
8. Cleaning and maintenance of the products;
9. Use and placement of the products;
10. Export;
11. Anti-corruption;
12. Intellectual property;
13. Applicable law and place of jurisdiction;
14. Privacy;

Takes note and accepts,

The Client
