

# GENERAL TERMS AND CONDITIONS OF SALE

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## 1. Application of the General Terms and Conditions of Sale

1.1 These General Terms and Conditions of Sale (hereinafter GTCS) regulate all contracts, present and future, stipulated between Production Furniture International s.p.a. (hereinafter PFI) and the Customer, intending thereby anyone who acts for business or professional purposes. Any departure therefrom shall be valid only if agreed in writing by the parties. The general terms and conditions of the Customer shall not apply either entirely or in part.

## 2. Conclusion of the contract

2.1 The Customer's order, which PFI has the right to accept or refuse, implies full and complete acceptance of these GTCS.

2.2 The contract is deemed to be concluded at the time of receipt by the Customer of PFI's order confirmation.

2.3 In the case of cancellation of orders, a penalty of 40% of the net value of the order will be applied. PFI accepts any modifications to the order provided these are notified within 3 (three) working days from receipt of the order confirmation. In the case of modifications to orders, PFI reserves the right to apply a 30% increase to the net price of the product modified.

2.4 The confirmation of orders for products with non-standard dimensions, colour and characteristics shall be accepted at PFI's discretion with, in any case, an increase of 20% on the list price.

2.5 The technical datasheets and maintenance manual of the products can be found on the site [www.gebruederthonetvienna.com](http://www.gebruederthonetvienna.com). They form an integral part of the sale contract with the Purchaser and must be carefully read by the Purchaser.

## 3. Prices and Payments

3.1 List prices are indicated in Euro and do not include VAT. Models not indicated in the price list may be ordered only as long as stocks last; the related prices will be notified on request.

3.2 Prices may be modified until transmission of the order confirmation.

3.3 The price and all and any other amounts due for any reason by the Customer to PFI shall be paid at the place of PFI. The Customer shall pay such amounts even in the case of complaints regarding the products. In the case of failure to comply with payment terms and conditions, PFI shall be relieved of its delivery obligations also in the case of supplies other than those to which such default refers, and shall be authorised to demand immediate payment in advance of all amounts due by the Customer, without prejudice to PFI's right to terminate the contract with immediate effect and to request reimbursement of damages.

3.4 Products are sold with retention of title and shall remain the property of PFI until full payment of the price.

## 4. Delivery and receipt

4.1. Unless PFI order confirmation states any different, transport is at the expense and risk of the Customer. Transport costs are included for orders starting from a net price of Euro 500 for Italy; transport costs are included for orders starting from a net price of Euro 950 only for certain countries of the EU.

4.2. Standard packaging of the product is included in the price. The minimum packaging established for chairs is two items and multiples of two. For individual packaging, a cost of Euro 30,00 net will be charged.

4.3 Failure by PFI to deliver by a particular date shall not entitle the Customer to claim or demand compensation for damages.

4.4 At the time of delivery, the Customer is required to verify that the packaging is intact and is not damaged. The Customer is also required to verify that the type and quantity of products received comply with its order and also to verify the absence of visible damage. Complaints regarding packaging and/or type and/or quantity and/or visible defects in the products delivered must be notified, under penalty of forfeiture, by and no later than 4 (four) days from the time of delivery.

## 5. Warranty

5.1. PFI warrants that the products comply with the indications of the order confirmation. Any warranty for the cases indicated in art. 5.6 is excluded.

5.2. PFI warrants the products for two years from the time of delivery to the Customer. Such warranty applies only in the case of correct use, maintenance and preservation of the products by the Customer and if the product has not been modified or repaired without PFI's consent.

5.3. On receipt of a written complaint from the Customer under these GTCS and after verifying that such complaint is justified, PFI may at its discretion: (a) furnish the Customer, free of charge, with new products replacing those found to be defective, or (b) refund the invoice price of the products that the Customer has proven to be defective. Only at PFI's request, the Customer shall return the non-conforming products to PFI, in which case the Customer shall be responsible for correct packaging of the product returned and shall, otherwise, be held responsible for any damage.

5.4. The warranty set forth in point 5.3. is in lieu of any other liability for non-conformity of the products and also all and any other formal or legal, expressed or implicit liability. In particular, the Customer may not raise any other claims for damages or seek a reduction in the price or cancellation of the contract.

5.5. The Customer shall notify PFI of any non-conformity of the products specifying the defect and providing written proof thereof by any means of communication able to prove receipt thereof by and no later than 8 (eight) days from the time at which such non-conformity is discovered, under penalty of forfeiture.

5.6. PFI reserves the right to make technological and aesthetic improvements to its products, including modifications to measurements and materials without any obligation of prior notice. The drawings inserted in the price list do not define the details of the product; the measurements provided are for guidance purposes only and may be modified.

PFI products are made of natural materials and they are not fire resistant. Do not expose them to flame.

### Changes in wood - dimension - finishes

Wood finishes may be affected in time by changes in colour due to light and ageing of the wood. In the case of completion and combination between different products, PFI does not warrant uniformity of grain and colour.

The dimensions of padded parts may vary due to natural settling caused by use.

As materials and finishes may vary from one lot to another, PFI does not assume any responsibility in the case of any differences.

### Vienna straw (Woven Cane)

The Vienna straw used by PFI is not treated with bleaching agents or ammonia to guarantee uniformity of the colour of the fibres. Any variations in colour of the woven straw, small filaments of cane or interruptions in the weave warrant the natural characteristics of the product.

Weight must be evenly distributed, loads on specific parts must be avoided.

### Fabrics

As the shades of fabrics may vary from one lot to another, PFI does not assume any responsibility for any differences in colour between samples and upholstery fabrics. The colours of samples, swatches or other shall be considered as approximate. PFI declines any responsibility for variations in colour.

### Leather

The characteristics of the leather used by PFI are a distinctive symbol and sign of the superior quality of the material. Minor imperfections such as insect bites, scars, wrinkles, roughness or even a slight variation in colour and lustre are not defects but a hallmark of quality and the absence of synthetic overlays that could affect their natural beauty and reduce transpiration.

### Customer's own materials

Customer materials sent to cover PFI models must be forwarded to PFI at the expense and risk the Customer; otherwise, PFI will charge the related expenses to the Customer. Such materials must be accompanied by the PFI form for management of Customer's materials compiled in all its parts. Otherwise, PFI shall not be held responsible for any production errors. In any case, PFI declines any responsibility, also towards third parties, for products upholstered with Customer's materials. The yardages indicated in the price list refer to solid colour 140 cm wide material.

- 5.7. PFI grants the Customer an extension of the warranty set forth in this article in the case in which the Customer sells the product to the end user by and no later than one (1) year from the date of delivery of the product by PFI to the Customer. Such extension shall be valid for two (2) years from the date of billing of the product by the Customer to the end user and will be restricted only to the cost of replacement or repair, excluding all and any charges relating to transport and accessory activities. In any case, any reimbursement of damages to the Customer shall not exceed the PFI invoice price of the product contested.

Pursuant to art. 131 of the Italian Consumer Code, the right of recovery of the Customer against PFI is excluded.

## **6. Confidentiality and intellectual property**

- 6.1. The Customer undertakes not to disclose to third parties the company or trade secrets of PFI or other confidential information that may come to its knowledge during negotiation of the contract or its relationships with PFI, and not to use such secrets or confidential information for purposes other than the sales contracts.
- 6.2. All intellectual property rights to and in the products and trademarks of PFI are and remain the property of PFI. The Customer undertakes to comply with and not to infringe PFI's intellectual property rights.

## **7. Jurisdiction and Governing Law**

- 7.1. Any disputes arising from the sales contracts or relating thereto shall be subject to Italian jurisdiction. For any disputes arising from the sales contracts or relating thereto, the Court of Turin shall have exclusive jurisdiction.
- 7.2. The sales contract and all related covenants are governed by Italian law, with exclusion of the 1980 Vienna Convention.

Signature of the Customer \_\_\_\_\_

Pursuant to and within the meaning of articles 1341 and 1342 Italian Civil Code, the following articles are explicitly approved: 2.3. (penalty for cancellation of order and price increase for modification of order); 2.4. (price increase for different measurements); 3.3. (payment due also in the case of complaints); 4.3. (exclusion of PFI's liability for delay in delivery); 4.4. (reporting of defects in type or quantity or packaging or visible defects); 5.1. and 5.6. (exclusion of PFI's liability for product defects); 5.2. (exclusion of warranty in the case of improper use); 5.4. (limitation of liability for product defects); 5.7. (exclusion of Customer's right of recovery); 7.1. (competent court and jurisdiction).

Signature of the Customer \_\_\_\_\_