

GENERAL SALES TERMS AND CONDITIONS

0. PREMISES

The sales terms and conditions contained hereinafter are related in general to the orders received by PESSOTTO RETI S.R.L. - a single-member company (the "Seller") - , manufacturer of slatted bed bases and mechanisms for space-saving solutions, forwarded by any subject, hereinafter referred to as the "Purchaser", regarding both products in stock and customised products.

Any offers, order confirmations, Proforma invoices, invoices and any other documents concerning the sales process sent by PESSOTTO RETI S.R.L. to customers implies the acceptance of these general sales terms and conditions, which form part of the agreement reached between the parties. They shall be coordinated with any special conditions agreed between the parties in writing or included in the written order confirmation by way of acceptance.

The order shall be considered a contract proposal made to the Purchaser who accepts all the conditions of PESSOTTO RETI S.R.L.

PESSOTTO RETI S.R.L. reserves the indisputable right of non-confirmation of the order.

1. FINALIZING THE AGREEMENT

1.1 The Purchase Order forwarded by the Purchaser to the Seller shall contain the description and amount of goods required; only written orders will be accepted. The latter shall always be followed by a written order confirmation returned by the Seller. Prior to forwarding the order confirmation, In case of doubt or uncertainties regarding the order, the Seller will contact the Purchaser in order to finalize the specifications regarding the ordered goods.

The order may refer to:

- a) products in stock, listed in specific price-lists that may be requested to the Sales Department or be available online at the website www.pessottoreti.com;
- b) special size products differing from the articles available in stock;
- c) customised products with features differing from the articles available in stock.

1.2 The order is finalized by sending the order confirmation (by email). The Purchaser is responsible for the products in special sizes or with customised features. Production will be promptly performed by the Seller, except for the cases in which an advance payment is requested, such as a "bank transfer at the time of the order", either for the total or partial amount of the order and that will be clearly stated in any orders or order confirmations. Production of purchased goods will take place only once the payment has been received.

1.3 The prices indicated in the order confirmation shall be valid until the order delivery date. Such prices will be applied from the price-list supplied to customers or available to the public while in force. PESSOTTO RETI S.R.L. reserves the right to change price-lists at any time notifying customers of such variations.

1.4 The delivery term stated in the order confirmation shall be considered the best estimate based on the information available at the time of order confirmation.

The delivery date may be extended in one of the following cases:

- a) in the event the customer should not provide in time the information required for the supply or should request variations during production, in which case a new order confirmation will be issued;
- b) in the event causes not ascribable to the goodwill or diligence of PESSOTTO RETI S.R.L. (including, for

- example: wars, delivery problems, sanitary emergencies, suppliers' delays, transport strikes) should occur preventing or causing delivery to be too expensive within the delivery term stated;
- c) in the event the Purchaser has not fulfilled payment obligations

1.5 PESSOTTO RETI S.R.L. reserves the right to suspend or cancel the order should the Credit Insurance Company notify a reduction or cancellation of the customer's credit limit.

2. TECHNICAL DATA AND DRAWINGS

- 2.1 The data and information provided in catalogues, circular letters, website pages or other sales literature are merely indicative; they are not binding upon PESSOTTO RETI S.R.L., unless specifically stated in the order confirmation.
- 2.2 PESSOTTO RETI S.R.L reserves the right to make any modifications concerning technical specifications and sizes, informing customers of such changes in advance.
- 2.3 The purchaser undertakes not to use, for purposes other than those stated in the supply agreement, drawings, technical information and devices concerning the supply. These will remain property of PESSOTTO RETI S.R.L, hence the customer may not give them to third parties nor reproduce them without prior written consent.
- 2.4 PESSOTTO RETI S.R.L. may ask the Purchaser to enter a specific "confidentiality and non disclosure agreement".

3. PACKAGING AND DELIVERY

- 3.1 The prices stated in the order confirmation include packaging and freight charges agreed with the customer; prices do not include VAT or any other charges, related to laws in force or established in the agreement, which are not at PESSOTTO RETI S.R.L.'s expenses.
- 3.2 All goods sold ex-works do not include freight charges, packaging and are delivered at the Purchaser's own risk. In case of delivery free destination, goods are under PESSOTTO RETI S.R.L.'s liability until received by the Purchaser.
- 3.3 In case of delivery delays, PESSOTTO RETI S.R.L. shall promptly notify the Purchaser and agree a new delivery date. In such an event, no refund for direct and indirect damages owing to the delay may be charged. PESSOTTO RETI S.R.L shall not be held responsible for any delays due to force majeure.

4. WARRANTY

- 4.1 PESSOTTO RETI S.R.L. guarantees that the goods shall be supplied in accordance with the technical specifications notified in the enquiry and comply with the safety standards in force at the time of the order, as well as with prevention of accidents at work and environmental safety for the purpose for which they have been manufactured. Whenever a customer requires goods to be made in accordance with specific standards or technical prescriptions, the customer shall inform PESSOTTO RETI S.R.L. so that the latter may assess, also through external suppliers, the feasibility of product manufacturing and delivery. Any costs related to technical testing at the Supplier's works or those by a Certification Body performed at their works will be at the Purchaser's own expenses.
- 4.2 PESSOTTO RETI S.R.L. guarantees that the products supplied are without any defects and/or production or manufacturing flaws; the guarantee is limited to the replacement of products that PESSOTTO RETI S.R.L. acknowledges as being faulty. The latter shall request pictures or videos to support the claim, excluding any other right of the purchaser to be indemnified or refunded for damages
- 4.3 The products are guaranteed for 12 (twelve) months after their delivery and in case of replaced products or components, from the date of their replacement.
- 4.4 The Customer shall notify the Seller in writing within 8 (eight) days after delivery in case of evident defects and 8 (eight) days after their discovery in case of hidden defects. PESSOTTO RETI S.R.L. shall decide, within a

reasonable term according to the amount of damages, whether to repair or replace the faulty products or components free of charge. No return of goods will be accepted without the Seller's prior written consent and with a description of the reason on the transport document. Freight charges concerning the claim (from the customer to PESSOTTO RETI S.R.L. and from PESSOTTO RETI S.R.L. to the customer) shall be at the customer's own expenses.

- 4.5 The guarantee shall not apply in the event the products have been assembled or used erroneously or have not been serviced sufficiently or have been modified or repaired without the supplier's authorisation. PESSOTTO RETI S.R.L. shall not be held responsible in case of product non-conformity due to the normal wear and tear of parts that are normally subject to rapid and continuous wear.
- 4.6 Any complaints concerning faulty goods supplied or late deliveries shall in no case entitle to the suspension of payments of invoiced goods.
- 4.7 The consumer is entitled to exercise the rights foreseen by the legal guarantee of conformity and commercial guarantees related to consumers' goods as stated in article 128 and following ones of the Consumer Code. The warranty is applicable in the following cases:
- the defect becomes evident within 2 (two) years after the date indicated on the sales document/purchase invoice delivered with the product.
 - The customer notifies any conformity defect encountered in the purchased product, within two months from the discovery of the fault.
 - The customer presents the sales document/purchase invoice
- 4.8 The guarantee shall not apply in case of damage due to an abnormal use by the purchaser or in case of bad servicing (cleaning performed by using inappropriate products or instruments) or use not suitable for the purposes for which the product should be normally employed.
- 4.9 Once the nonconformity has been notified, the consumer will be entitled to request the repair or replacement of the product/s, without prejudice to the fact that the Seller shall only be liable in case of conformity defects of the conformity of product/s encountered within 2 (two) years after the delivery of the product/s. Beyond this deadline the Seller will no longer be responsible for product nonconformity encountered by the Seller. In case of replacement or repair of the product/s, the warranty terms of the replaced or repaired product will be the same as the original product, hence the overall two-year legal guarantee shall be enforced from the original delivery date.

5. PAYMENTS

- 5.1 Payments shall be made to the current and future address of PESSOTTO RETI S.R.L. within the term written in the invoice.
Bank drafts and their acceptance do not derogate from this condition. After the payment deadline, commercial interest + 2% shall accrue, as established by the Legislative Decree 231/2002, without prejudice to our prompt recoupment.
- 5.2 Any irregular or missing payments (even partial) shall entitle the Seller, subject to due notice, to suspend or cancel orders in progress without any prior judicial procedure or to require an adequate warranty.

6. OTHER REGULATIONS

- 6.1 Any matters not specifically mentioned herein shall be subject to the regulations foreseen by the Italian law, by the regulations of the Italian Civil Code and by the Legislative Decree 205/06 (so-called Consumer Code). Any civil controversy related to the interpretation, execution and termination of this sales agreement is subject to the Italian jurisdiction. In the event the Purchaser is a "Consumer" (i.e. a person who purchases the products not for purposes related to a business) the indisputable territorial jurisdiction shall be that of the judge of the consumer's residence or domicile, if in Italy (art. 63 of Legislative Decree 205/2006). In the event the Purchaser is not a consumer, but a business (with VAT identification code), the parties agree that any controversy concerning the interpretation and execution of the purchase order will be submitted to the Law Court of Treviso (Italy).

- 6.2 PESSOTTO RETI S.R.L. is authorised to amend or integrate these General Sales Terms and Conditions at any time in relation to the amendment of any regulations, without prior notice.
- 6.3 Any derogation related to these general sales terms and conditions shall be agreed between the parties and confirmed in writing.

7. JURISDICTION

- 7.1 Any controversies are subject to the exclusive jurisdiction of the Court of Treviso (Italy).

8. VALIDITY OF SALES TERMS AND CONDITIONS

- 8.1 These general sales terms and conditions shall be valid as from 19/03/2024 and remain in force until any new and different notice is provided.

Albina di Gaiarine, 19th March 2024