



GENERAL CONDITIONS OF SALE

1) APPLICATION OF SALE GENERAL CONDITIONS

These general conditions of sale (hereinafter GCS) apply to all present and future contracts concluded between Rustik Srl and Rustik USA (hereinafter RK) and the Customer, meaning anyone acting for business or professional purposes. They cannot be waived except by express written agreement between the parties. The general conditions of the Customer will not be applicable, either totally or partially.

2) CONTRACT COMPOSITION

2.1 The Customer's order, which RK has the right to accept or reject, implies full and total acceptance of the GCS.

2.2 The contract is concluded upon receipt by the Customer of RK's order confirmation.

2.3 The cancellation of orders, which will be possible within 3 (three) working days of receipt of the order confirmation, will result in the application of a penalty of 40% of the net value of the order. RK accepts any changes to the order as long as within 3 (three) working days of receipt of the order confirmation. In the event of changes in orders, RK reserves the right to apply an increase in the net price of the product changed by 30% without the customer having the right to object.

2.4 The confirmation of orders concerning products with dimensions, colors and in any case characteristics different from the standard ones will be subject to the discretion of RK and will be subjected to an increase in the list price as established by RK without the Customer having the right to object to anything.

3) PRICES

3.1 The prices displayed in the price lists are in Euros and do not include VAT. Models not listed in the price list can only be ordered while stocks last; the relative prices will be communicated upon request.

3.2 Shipping and transport costs, unless otherwise indicated, are always considered excluded and will be charged to the Customer

3.3 In any case, the prices do not include customs duties, excise duty, export imposts or taxes and similar.

4) PAYMENTS

4.1 The terms and methods of payment are those indicated in the order confirmation.

The Customer may neither suspend nor delay the payment of the price for any reason, not even in the event of a dispute, complaint or disagreement. It is specified that the Customer must pay the due price in



full and on time even if he has not yet collected the goods. In the event of termination, what may have already been paid by the Customer will remain acquired by RK as a penalty, deemed fair and appropriate from now on, without prejudice to the action for compensation for greater damage.

Failure to comply with the terms and conditions of payment will result in the Customer from the benefit of the term pursuant to art. 1186 of the Italian Civil Code and the right of RK to demand the immediate payment of all sums, for any reason still owed for principal, interest and expenses, by the Customer, without prejudice to RK's right to terminate the contract with immediate effect and to request compensation for damage.

4.2 The sale is made subject to retention of title and the products will remain the property of RK until full payment of the price

4.3 RK reserves the right to refuse partial payments.

4.4

4.5 If the Customer makes the payment of the price without identifying the goods or the invoice number with respect to which it is made, RK reserves the right to impute the payment in accordance with the applicable law.

4.6 Without prejudice to RK's other rights, in the event that the Customer is late in paying the price, RK will have the right to terminate any other contract entered into with the Customer and / or to suspend deliveries.

5) DELIVERY AND RECEIPT

5.1. Unless otherwise specified on RK's order confirmation, the delivery of goods is considered to have been made by EXW (Incoterms 2020) at RK's plant even in the event that the transport is carried out by RK.

5.2. The minimum packaging required for the chairs is in two pieces and multiples of two; for the armchairs, lounges, stools and sofas it is in one piece. For single packaging in the chairs, it will be charged the cost of 20.00 Euro. The standard product packaging is included in the price.

5.3 The dates and times estimated by RK for the delivery are indicative only; the non-compliance by RK of the expected delivery date does not give the right to any claim for damages.

5.4 The Customer cannot refuse the goods or consignments of them due to partial delivery.

5.5 Upon delivery, the Customer is required to check that the packaging is intact and undamaged. The Customer is also required to verify that the type and quantity of the received products correspond to what was ordered, as well as to verify the absence of visible damage. Complaints on the packaging and / or on the type and / or quantity and / or visible defects of the delivered products must be raised under penalty of forfeiture within 8 days from the time of delivery.

6) DISPUTES

6.1 In case of missing or damaged goods during transport, the Customer must make a written reservation on the transport document at the time of delivery and confirm it in writing to RK within a maximum period



of 8 days from receipt of the same penalty the decline of any dispute.

6.2 The Customer, with the timing indicated in point 5.5, will inform RK of any potential defect in writing and with adequate photographic documentation

6.3 Eventual discrepancies in the quantity of goods delivered with respect to the order will not give the right to terminate the contract or to suspend payments, but only to integrate the missing goods

6.4 The return of the goods must, in any case be authorized by RK.

7) GUARANTY

7.1. The products are guaranteed against defects in materials and / or workmanship, within the limits of their technical specifications except as provided for in art. 7.6. Measurements, weights, illustrations, drawings and manufacturing data contained in the catalogs are purely indicative.

7.2. RK guarantees the products for two years from the moment they are delivered to the Customer. This warranty applies only in the event that the Customer has carried out a correct use, maintenance and conservation of the product, and has not modified or repaired it without the consent of RK.

7.3. Following receipt of the Customer's written complaint made on the basis of the GCS and verification of the validity of the complaint, RK at its choice: (a) will provide the Customer with new products free of charge to replace the defective ones, or (b) will refund the Customer the invoice price for products that the Customer has proven to be non-compliant and on condition that they are returned. at RK's request In this case, the Customer is required to use the same packaging as the product supplied by RK upon delivery. If the Customer has not kept the original packaging, RK reserves the right to charge the costs of packaging and shipping the packaging. The Customer is responsible for the correct packaging of the returned product, under penalty of liability for damages.

Any lack of conformity of the products must be reported to RK by the Customer, under penalty of forfeiture, detailing the defect and the proof in writing, through a means of communication that ensures proof of receipt.

7.4. This is the only guarantee offered by RK. No other guarantee, compensation or indemnity, whether legal or conventional, may be invoked by the Customer.

7.5.

7.6. Wood finishes may undergo color variations over time due to light and aging of the wood itself. In case of completion and combination of different products, the uniformity of veins and color is not guaranteed. The dimensions of the padded parts are subject to variations due to settling determined by use over time. The materials and finishes may vary from one batch to another; therefore, RK assumes no responsibility for any differences.

Cloth

The cloth may vary in shades from one batch to another; therefore, RK assumes no responsibility in the event of any color differences between the samples and the upholstery fabric. The colors of the samples,



traces or other, are intended as indicative. RK assumes no responsibility for any color variations

Leather

The characteristics of the leather used by RK are a symbol and a sign of the superior quality of the material. Small imperfections, such as insect bites, scars, streaks, roughness or even a slight variation in color and shine are not, in fact, defects, but synonymous with quality and lack of synthetic coverings that would alter the natural beauty and decrease the perspiration.

Customer's cloth

The Customer's cloth that will be sent to cover the RK models must arrive at the RK headquarters at the Customer's expense and risk, otherwise RK will charge the Customer the relative expense. RK assumes no responsibility, not even towards third parties, in relation to products covered with the customer's fabric. The lengths indicated on the price list refer to plain colored fabrics in height cm. 140 and refer to the minimum quantity (ex. if it is written on the price list - minimum quantity: two pieces - it means that consumption has been calculated for two pieces, the consumption of a single piece could be higher).

7.7. By way of explanation but not exhaustive, the damage caused by improper use of chairs, armchairs, stools and so on, such as:

- a. sit on the backrest or espalier,
- b. alter the stability of the chair by swinging on two or one leg,
- c. climb with the lower limbs on the seats using the accessories as stairs,
- d. drag chairs, armchairs, stools and so on without lifting them off the ground,
- e. Carelessly bring chairs, armchairs, stools and so on to excessive heat sources (above 40 ° C)

will not be recognized as damage attributable to manufacturing defects and therefore covered by a warranty, which will automatically expire.

8) IMPROVEMENTS

RK reserves the right to make any implementations, technical and / or aesthetic improvements to the products that, without altering the essential characteristics of the goods supplied and their use, make their operation and / or production safer and easier.

Such discrepancies will not result in the termination of the supply contract.

9) CONFIDENTIALITY AND INTELLECTUAL PROPERTY

9.1. The Customer acknowledges the ownership and ownership of RK and undertakes to respect and not infringe all trademarks, trademarks, patents, ornamental deposits, copyrights and other intellectual property rights in relation to the goods.

9.2. The Client undertakes not to disclose RK's business or trade secrets to third parties or other confidential information of which he has become aware during the negotiation of the contract or relations with RK, nor to use such secrets or confidential information for purposes unrelated to the contract of sale.



9.3. All intellectual property rights in RK's products and trademarks are and remain the property of RK even after sale.

10) SEVERABILITY

10.1. In the event of nullity, invalidity or ineffectiveness of any provision of these GCS, or part of them, the remaining part of the GCS will not be affected.

11) JURISDICTION AND APPLICABLE LAW

11.1. Any dispute deriving from or in any case connected to the sales contracts governed by these GCS is the exclusive and mandatory jurisdiction of the Udine court. The Customer declares and acknowledges that he has no interest in pleading the incompetence of the Court of Udine and declares that he has no right, for having expressly and irrevocably waived it, to refer to any other court and / or jurisdiction other than the Udine court.

11.2. The sales contracts that are subject to these GCS are governed by Italian law with the exclusion of the conflict rules and the 1980 Vienna Convention.

Pursuant to and for the purposes of art. 1341 and 1342 of the Italian Civil Code, are specifically approved the following articles: 2.3, 2.4 (limitation of the right to make exceptions); 4.1 (solve and repeat); 5.3 (exclusion of liability) ;; 7 .. (exclusion and limitation of liability); 11.1 (competent court).