



GENERAL SALES CONDITIONS

Rustik S.r.l. , registered office in Via Nazionale 30, 33040 Moimacco (UD) ITALIA, VAT no. and Tax Code IT02315610309, Udine Company Registry no. UD251655 , share capital fully paid-up of € 10.000,00 and owner of the website www.rustiksedie.com and of the trademark Rustik.

1) ACCEPTANCE OF THE GENERAL SALES CONDITIONS

1.1 The contract stipulated between Rustik Srl and the Client must be intended as concluded with the acceptance of the order by Rustik Srl. That acceptance is tacit, unless communicated differently by any means to the Client after confirmation of the order by Rustik Srl. By passing this order online, via telephone or email, the Client hereby declares to have seen and accepted in their entirety the general sales and payment conditions contained herein.

1.2 The Client must provide for the printing or saving of electronic copies and in any case preserving the present general sales conditions, in respect of the provisions article 50 and successive modifications of Italian Legislative Decree no. 206/05.

2) PURCHASING MODALITIES

2.1 The Client may purchase the products sold in the catalogue present on the website www.rustiksedie.com or the products offered by the Rustik Srl operators, as described in the related technical information cards or in email communications.

All the information useful for purchasing activities is to be considered simple generic informational material, not indicative of the real characteristics of a single product.

2.2 Receipt of the order is hereby confirmed by Rustik Srl by email sent to the electronic mail address communicated by the Client. That confirmation message will show the order or reference number, order date, invoice date and addressee of the merchandise, details and prices including VAT of the merchandise ordered, transport and other services, payment method, information pertaining to Rustik Srl and any notices for the Client.

2.3 Upon receipt of the order from the Client, the staff of Rustik Srl will seek verification of payment, availability of material, as well as the relevant details and acceptance.

2.4 Any notice of missing acceptance of the order due to product unavailability and/or delivery times longer than normal than those indicated in the product sheet, will be communicated promptly to the Client, by telephone or by e-mail. In such cases the Client may change the product, wait for the availability of new schedules to be communicated or cancel the order, requesting a refund of any amounts already paid.



2.5 Any right of the Client to compensation for damages shall be excluded, as well as any contractual or extra-contractual responsibility for direct or indirect damages to persons and/or things, provoked by the failed acceptance, even partial, of an order.

2.6 Any modification or cancellation to order already sent may be made by the client within 24 hours from the execution of the same and may be sent in writing to Rustik Srl by e-mail.

Modifications or cancellation received after this term (24 hours) shall not be guaranteed and may be authorised by Rustik Srl on the basis of the progress status of production.

2.7 The images accompanying the technical description of a product may not correspond perfectly to its characteristics.

2.8 The actual finishes of the variations indicated in the product descriptions may differ slightly in colour due to the video settings used by the client.

3) DELIVERY TIMES

3.1 Rustik Srl commits to executing delivery in the shortest time possible.

3.2 Delivery times may be confirmed at any time by the Client with the operators of Rustik Srl by telephone communication or e-mail.

3.3 Delivery times may be shorter or longer as compared to what is communicated by telephone, according to the type of product and the finishes ordered, availability in the warehouse, and status of production at the moment of the order, effective production of material or on the basis of the place of delivery.

3.4 Any early or late delivery times as compared to the indications of the product description or what is supplied by e-mail or by telephone not identifiable at the moment of the order, but only during the preparation or production stages will be communicated promptly as soon as Rustik Srl possesses this knowledge. In any case these may not be considered by the Client as reason to request compensation for damages or as any contractual or extra-contractual responsibility for direct or indirect damages to persons and/or things.

4) SHIPMENT AND DELIVERY

4.1 Purchases made through www.rustiksedie.com are sent by national couriers to the delivery address indicated in the order.

During the order procedure it is possible to indicate a reference company or place of delivery that is different from the data supplied for the heading of the order and invoice.

4.2 For each order made, Rustik Srl issues a proper accompanying document of the material shipped (Accompanying Invoice or upon client request Transport Document). For the issuance of these documents, the information supplied by the Client in the order shall be used. After issuance of the invoice it will not be possible to make any changes.

4.3 Shipment costs are calculated on the basis of the volume of the merchandise and the destination; The calculation of the shipment expenses will be provided from Rustik Srl at the order confirmation.



4.4 The Client may communicate any detail judged necessary for the courier to reach the place of delivery, noting in the order or by e-mail to info@rustiksedie.com before shipment of the merchandise from our warehouses.

4.5 Rustik Srl shall provide information to the Client by e-mail of imminent shipment. The e-mail shall contain a copy of the transport document accompanying the merchandise.

4.6 To facilitate delivery Rustik Srl includes free in each order a service of advance notice by telephone made by the courier (this service is not available for UK). With this service the Client is contacted by the courier by telephone to establish the day and time slot of the delivery. It is therefore recommended to insert a telephone number in the order where the Client will always be available to answer.

The advance notice by telephone must be considered as a possibility to establish with the courier a delivery within 48 hours of the notice. Any storage costs caused by delivery beyond the terms indicated above (48 hours from the advance notice by telephone) or due to the Client's repeated failed response to attempts made to contact the Client by the courier to arrange delivery shall be completely borne by the Client.

4.7 Standard delivery is made at street level.

4.8 Delivery to other storeys is available, as an added service, only for shipments made within Italian territory. This service involves a variable price supplement according to the volume and weight of the merchandise to deliver. This supplement shall be clearly highlighted, during the order procedure, at the moment of selection of the merchandise. Delivery to other storeys involves only the use of staff, and not lifts, machinery or other special equipment.

4.8B It shall be the responsibility of the Client to confirm accessibility of the merchandise ordered at the delivery place and to indicate any potential difficulties before the departure of the merchandise. Any impossibility to deliver the merchandise itself due to the failure of the Client to verify these conditions may not be cited to cancel the order except against payment to Rustik Srl for the entire expenses related to delivery, management of the return of the merchandise and management of the order.

4.9 Deliveries made to disadvantaged locations, such as minor islands, mountainous areas that are difficult to reach, pedestrian zones and/or zones with limited access for normal means of transport for merchandise and regarding which the Client has not informed Rustik Srl in advance may involve the addition of a supplementary price that shall be communicated to the Client by e-mail as soon as possible and in any case before shipment of the merchandise.

4.10 National and international couriers shall make deliveries from Monday to Friday, in regular working hours regulated and indicated by the same couriers and which cannot be judged by Rustik Srl.

4.11 No responsibility shall be accorded to Rustik Srl due to delivery delays ascribed to the chosen shipper.

4.12 The merchandise is packaged carefully at our warehouses with resistant materials suitable to the guaranty of optimum protection during transport.

All shipments are covered by insurance without additional costs. That insurance guarantees and protects the Client in case of damages or loss during transport. To make an insurance claim, at the moment of delivery the Client must check:



- that the number of packages delivered corresponds to what is indicated in the transport document or accompanying invoice.

- that the packages are perfectly intact and not altered, including the wrapping tape.

- that the exterior aspect of the goods corresponds to what is indicated in the transport document or accompanying document (e.g: presence of pallet).

4.13 In case of tampering and/or breakages of the packaging, the Client shall accept the merchandise indicating "With Reservations" describing personally and in a detailed manner the damage on all the copies of the courier's delivery receipt.

Example: "With reservations after noting damaged packaging on the merchandise".

In case of evident damage to the products, the Client may directly refuse the delivery, describing personally on all the copies of the courier's delivery receipt the reason for the lack of acceptance.

Example: "I do not accept the merchandise due to the evident damage to the packaging and the products inside".

4.14 At the moment of delivery the courier must await the exclusive inspection by the Client of the integrity of the packaging. The opening of the packaging and the inspection of the integrity of the products contained in it shall be made later by the Client after concluding the procedures indicated in points 4.12 and 4.13. The original packaging and any accessories must be in any case maintained for the entire duration of the product guaranty, so as to be able to use them for returns, defects or other purposes.

4.15 Once having followed the procedures in points 4.12 and 4.13 and confirming the presence of a damage caused during transport, the Client must communicate this to Rustik Srl within 5 (five) days from the receipt of the merchandise by e-mail, complete with photographic documentation of the packages and the damaged merchandise.

4.16 A Client who for any reason has not followed the instructions indicated above in this contract shall not later make claims against Rustik Srl for any missing or damaged goods caused by the shipper.

4.17 Rustik Srl offers the possibility to pick up material ordered directly at its warehouses in Moimacco (Udine), upon prior appointment and without transport expenses.

4.18 Rustik Srl hereby informs the Client that both the packaging and the product, once no longer in use, should not be disposed of in the environment but should be delivered to systems of waste disposal that conform to applicable legislation.

5) PAYMENT MODALITIES

5.1 The prices reported in the product description cards that may be ordered on-line and those for any added services seen in the shopping cart are quoted inclusive of VAT. Following the method established for purchases the Client may select from among the following types of payment.

5.2 Cash on delivery (valid only for deliveries within Italian territory): in case of purchases against cash on delivery, a supplementary charge shall be added to the total amount, highlighted clearly at the moment of



opting for this payment method. The payment, to be made directly to the courier, shall take place at the moment of delivery of the products and may be made, according to the amount of the order, in cash (up to a value of 999.00 Euros), by bank draft (up to a value of 500.00 Euros) or by cashier's cheque made out by a banking institution (postal cheques will not be accepted).

Cashier's or bank cheques must be made out to Rustik Srl and the shipper and/or Rustik Srl may request a copy to be sent in advance by fax or e-mail.

Any modifications to the maximum amounts of the cash on delivery may be varied by the shippers according to their own internal regulations and may not be changed by Rustik Srl or be cited by the Client as reason for cancellation of the order.

For orders sent with the cash on delivery payment method, Rustik Srl reserves the right to request a partial advance payment to confirm the acceptance of the order.

5.3 Advance electronic bank transfer: payment method by advance electronic bank transfer involves the acceptance and validity of the order, only after payment is made by the Client and unequivocal receipt by Rustik Srl of the bank transfer. The data to execute the transfer are communicated on the confirmation page of the order at the end of the on-line procedure and in the e-mail confirming the order sent to the Client. The reason for payment of the bank transfer shall report the order number, name and surname of the person making the order.

Any oversights or discrepancies between the data communicated by the Client in the order and the data inserted in the bank transfer payment may cause delays in the acceptance of the order by Rustik Srl.

6) RIGHT OF WITHDRAWAL

6.1 Under article 64 and successive modifications of Italian Legislative Decree no. 206/05, if the Client is a consumer (that is, a physical person who acquires the merchandise for purposes not referred to their own professional activity, and therefore not making the purchase indicating in the order form a VAT number) he/she has the right to cancel the purchase contract for any reason, without the need to furnish explanations.

6.2 To exercise that right, the Client, within 10 working days from the date of receipt of the merchandise, shall send to Rustik Srl via Nazionale 30, 33040 Moimacco (Udine) Italy, a communication by registered letter with return receipt and advised in advance via e-mail to the address info@rustiksedie.com, declaring the desire to make use of the right of withdrawal and indicating the order number, invoice number, code and quantity of the articles, if the withdrawal is partial (only in case of the purchase of several articles) or total and the bank coordinates to obtain a reimbursement transfer (IBAN code of the person indicated on the invoice). The Client must furthermore contact Rustik Srl via e-mail at the address info@rustiksedie.com to obtain the re-entry number of the merchandise.

6.3 The merchandise must be returned in its entirety and in the original packaging adequately sealed, including all its components (packaging, internal protection, external protection, wooden pallet and any documentation and accessory equipment: manuals, assembly tools, etc.) to Rustik Srl by courier chosen by the Client.

6.4 Shipment expenses relative to the return of the goods shall be borne by the Client.



Rustik Srl, after having verified the integrity of the merchandise, shall proceed within 30 days from the re-entry to the crediting of the value of the product(s) deducting from the amount only the costs of shipment, added services or any expenses for cash on delivery payment borne to deliver the merchandise to the Client and indicated in the accompanying invoice.

6.5 The right of withdrawal is in any case subject to the following conditions:

The right applies to products acquired in their entirety; it is not possible to exercise withdrawal only on a part of the product (for example, seats or table surfaces).

Client shall check the correspondence and integrity of merchandise received, noting damages or defects, if present.

The shipment for the return of the material, up to the confirmation of receipt in our warehouse, is under the complete responsibility of the Client.

In case of damage to the goods during the return transport, Rustik Srl shall communicate to the Client what has happened (within 5 working days from the receipt of the goods in its own warehouses), to permit the Client to make a prompt claim against the courier chosen by the Client and to obtain reimbursement for the value of the goods (if insured); in this case the product shall be made available to the Client for its restitution and at the same time cancel the request for withdrawal and therefore its reimbursement.

Rustik Srl shall not respond in any way for the damage or theft/loss of goods returned by shipments that are not insured by the Client.

Upon arrival in the warehouse, the product shall be examined to evaluate any damage or tampering not deriving from transport. If the package and/or original packaging should appear excessively ruined, Rustik Srl shall withhold from the reimbursement due the costs of returning these to their original state.

6.6 The right of withdrawal expires completely when the essential integrity of the goods is not preserved, in which cases Rustik Srl ascertains:

- careless use of the goods that has compromised the integrity or use of any consumption materials;
- absence of the external packaging and/or the original internal packing;
- absence of integral elements of the product (accessories, screws, etc.);
- product damage due to causes unrelated to its transport.

In case of expiration of the right of withdrawal the merchandise shall remain at the offices of Rustik Srl, available to the Client for pick-up at his/her expense.

6.7 The right of withdrawal may NOT be exercised in the case of purchase of products customized according to instructions requested by the Client and for which colour finishes or sample fabrics chosen and sent by the Client have been used in production.

7) GUARANTIES

7.1 All products sold by Rustik Srl are covered by a conventional guaranty of the manufacturer and, as per Italian Legislative Decree no. 206/05, by a guaranty of 24 months against non-conforming defects in case of



purchase by a consumer (that is, a physical person who acquires the merchandise for purposes not referred to their own professional activity).

In all other cases the conventional guaranty is 12 months.

To receive assistance under the guaranty the Client must preserve a copy of the invoice.

7.2 As per Italian Legislative Decree no. 206/05, the guaranty covers products that present non-conforming defects, as long as the product itself has been utilised correctly, in respect of its destined use. In case of nonconforming defects, Rustik Srl shall provide, without expense for the Client, for the return of the product to a conforming condition by repair/substitution or by an agreed-upon reduction in the purchase price, up to cancellation of the contract.

7.3 The Client must verify the merchandise and its functioning within 5 days of delivery. Any defects already present at the moment of delivery of the material shall be communicated to Rustik Srl within 5 days of receipt by fax to the number +39 0432/722413 or by e-mail to info@rustiksodie.com, indicating the article code, details and photographs of the defect noted.

7.4 Should Rustik Srl not be able to render to the Client a product under guaranty (repaired or substituted) it will proceed to a substitution agreed upon with the Client with a product of equal or superior characteristics to what has been contested or the return of the amount paid, taking into account the use of the goods.

7.5 Repair times or any replacement of the product shall depend exclusively on the policies of the manufacturer and no damages shall be requested against Rustik Srl for any delays in the performance of those operations.

7.6 In case of replacement under guaranty, Rustik Srl shall provide for the pick-up of the defective material for an effective technical investigation of the defects highlighted by the Client. The pick-up will be made in agreement with the Client as to date and time.

7.7 The goods under guaranty shall be returned by the Client in their original packaging adequately sealed, complete with all their parts (including packaging, internal protection, external protection, wooden pallet and any documentation and accessory equipment. Manuals, assembly tools, etc.).

The Client shall be given an authorisation number for the return of the product which shall be indicated on the outside of the packaging, following the instructions supplied directly in the relative e-mail of authorisation by Rustik Srl.

7.8 Rustik Srl shall take care of the organisation of return transport and delivery of the merchandise repaired/replaced under the guaranty.

7.9 The Client must preserve the original packaging and all supplementary documentation of the products purchased up to the expiration of the product guaranty term.

7.10 Should the Client not be in possession of the original packaging, the Client may request Rustik Srl to send new packaging against payment which shall be communicated in advance.



7.11 The Client must keep a copy of these “General Sales Conditions”, valid at the moment of the stipulation of the long-distance contract (receipt of client order) in hard copy or electronic form.

8) PRIVACY

8.1 The personal data requested during the forwarding of the order is collected and treated so as to satisfy the express requests of the Client. Rustik Srl guarantees its own clients respect of the legislation regarding the treatment of personal data, disciplined by the Italian privacy code under Legislative Decree no. 196 of 30 June 2003.

8.2 To access and surf the website www.rustiksedie.com no registration is required; all the product description cards and the sections of the internet site may be consulted freely, just as the possibility of inserting products into the shopping cart to simulate a purchase and verify amounts relative to shipping and any accessory expenses may be done freely.

8.3 To be able to complete the order it is necessary to furnish the data requested during the purchasing procedure. The user will be required to insert information needed for the purchase and delivery of the product.

8.4 Treatment of personal data supplied shall be made, according to the relative cases, merely as a function of exchanging information and contacts of a professional nature for the management of any pre-contractual negotiation, offers and promotions, newsletters sent exclusively by Rustik Srl as a function of the successive conclusion of a contract of which the Client shall be a party.

8.5 This data is subject to respect of the law on the “Protection of Persons and Other Subjects with Respect to the Treatment of Personal Data” (Italian Legislative Decree no. 196 of 30 June 2003) known as the Law on Privacy.

8.6 Personal data is treated, within the context of the normal activity of Rustik Srl, for:

- aims strictly connected and relative to the management of relations with the Client (order management, shipment of merchandise, internal administrative functions, internal statistics, satisfaction feedback, preliminary acquisition of information aimed at the conclusion of a contract or supply of a service, etc.);
- aims connected to the obligations envisioned in current legislation;
- promotional, commercial and informational aims linked exclusively to Rustik Srl.

8.7 The person supplying the data expressly and freely enjoys rights as per article 13 of Italian Legislative Decree no. 196 of 30 June 2003, which are:

- to ask confirmation of the existence of their own personal data at the offices of Rustik Srl;
- to know the origin, logic and aims of its treatment;
- to obtain the update, correction and integration of the data; to request its cancellation, its transformation into an anonymous form or the interdiction in case of illegal treatment; to oppose its treatment for legitimate reasons or in the case of use of data to send advertising material, commercial information, market research, direct sale or interactive commercial communication, while confirming that obtaining the



cancellation of one's own personal data is subordinate to the despatch of written communication sent to the company head offices.

8.8 The owner of the treatment of personal data is Rustik Srl, Via Nazionale 30, 33040 Moimacco (Udine) ITALY, VAT no. IT02315610309 .

8.9 The data shall be kept at our offices for the time prescribed by law.

8.10 The contract of sale between the Client and Rustik Srl is intended as stipulated in Italy and is regulated by Italian Law. For the solution of any civil or penal disputes deriving from the stipulation of the long-distance contract of sale, territorial jurisdiction shall be the reference Court of the town of the Client's residence; in all other cases, jurisdiction shall rest exclusively with the Court of Udine, Italy.

9) UPDATES

9.1 So as to furnish an updated service, Rustik Srl reserves the right to modify in any moment and without advance notice the technical data, text, designs, descriptions, graphics, photographs, variants and colours, availability of articles, delivery times, general sales conditions and any other part contained in the website www.rustiksedie.com and in any other partner sites.