

To the sales agreement concluded between Cifralluminio S.r.l., Via Romolo Gessi n° 10, loc. S.Eufemia, 25020 Brescia, Italy (hereafter known as "VENDOR"), and the subject to whom the quotation is addressed (hereafter known as "BUYER" or "CLIENT") the following rules apply:

1. OBJECT

The goods object of the sales contract and the relative price are those indicated in the quotation.

2. PACKING

The packing will be care of the Vendor at the cost indicated in the quotation. Cifralluminio S.r.l. will front the packing cost which will be shown in the invoice to the extent indicated in the quotation. The Client has the faculty to ask the Vendor not to pack the goods, in which case the packing will be care of the Client, at their own risk.

3. TRANSPORT

I. Unless otherwise expressly agreed the carrier or the shipping agent will be in charge of the transportation care of the Vendor on behalf and in the interest of the Buyer. The relative cost will be fronted by Cifralluminio S.r.l. and shown in the invoice to the extent indicated in the quotation.

II. In any case transportation is at the Buyer's risk. Any transport insurance will be care of the Client, unless otherwise expressly agreed by the parties.

4. DELIVERY

I. Delivery dates are agreed each time. Delivery of the good will be at the headquarters of Cifralluminio S.r.l. in via Romolo Gessi n°10, loc. S. Eufemia, Brescia, Italy. With the delivery the property of the goods is transmitted to the Buyer.

II. For the purposes of the transference of the property of the goods, of the fulfilment of the Vendor's obligations and for any other purpose, the delivery of the goods to the Buyer is considered completed:

- a. at the moment of the consignment to the carrier or shipping agent, in the cases provided in the preceding point 3;
- b. in the cases in which the parties have expressly agreed that the Client will deal with transportation, with their own means or nominating their own service provider, the delivery will be considered executed the moment in which the goods are made available to the Buyer at the headquarters of the Vendor, via invitation to collect the goods, transmitted via email or fax or via registered mail.

III. In the cases provided in subsection b of the previous section, if the Buyer does not collect the goods within seven days from the invitation to collect them, the goods, after being packed care of Cifralluminio S.r.l., at the Buyer's expense, will be kept in Cifralluminio S.r.l.'s warehouse. Packing and deposit costs, where not indicated in the quotation, will be debited and invoiced to the client: the packing will be debited to the extent indicated in the invitation to collect the goods, the deposit will be debited to the extent of € 10.00 for each cubic metre or fraction of cubic metre of deposited goods, and for each day of deposit following the seventh day from the date in which the goods were made available to the Client according to the previous section II subsection b.

5. INVOICE ISSUE AND PAYMENT DATE

The issue date of the invoice and the payment date will be agreed on each time and indicated in the quotation. In the absence of an expressed agreement in the quotation, the invoice will be issued on the date of delivery or of the invitation to collect the goods as in the previous point 4; the Vendor has the unappealable faculty to issue the invoice in the days following the consignment within the end of the month; the price must be paid no later than the issue date of the invoice unless a longer term is indicated in the invoice.

6. VERIFICATION OF GOODS SOLD

I. It is the responsibility of the Buyer to verify promptly, and in any case before the eventuality of sale and possible installation to a sub-buyer, that the products sold work and are free of obvious defects. The Vendor is not responsible for malfunction following the Client's failure to check the goods sold; the goods accepted by the Buyer are intended "as is" and so accepted as they are if, within eight days from the arrival of the goods at the Client's address, the Client does not notify any difference, evident faults or function defects of the Products sold.

II. In any case Cifralluminio S.r.l. is not responsible for malfunction caused by transporting, moving, or anyhow accidentally caused, or for acts of nature, or for acts of the Client or of a third party or anyhow caused after the delivery as in the previous point 4.

7. USE OF GOODS SOLD

I. The Buyer must scrupulously follow the indications and instructions for the movement, maintenance, cleaning, installation, electric connection and anything else indicated in the Installation, Use and Maintenance Manual enclosed with the product.

II. The Vendor is not responsible for malfunction caused by the moving, cleaning or maintenance or the Products in a way non-compliant with the indications in the Installation, Use and Maintenance Manual enclosed with the product.

III. For the models requiring an installation procedure, it is responsibility of the Buyer to use specialised personnel and follow scrupulously the instructions in the Installation, Use and Maintenance Manual.

IV. Cifralluminio S.r.l. is not responsible for malfunction caused by another party's wrong installation of the product.

V. Cifralluminio S.r.l. constitutes a legal relationship exclusively with the parties to whom it sells directly its products. It is in any case responsibility of the Buyer to transmit to its possible sub-buyer the Installation, Use and Maintenance Manual enclosed with the product and it is also their and the user's responsibility to follow scrupulously the relative instructions regarding installation, electric connection, cleaning, maintenance, moving and transportation of the products sold.

VI. The Buyer is not allowed to tamper with, modify or open the panels, to break or remove the seal that protects the closed panel; Cifralluminio S.r.l. is not responsible for malfunction following other persons' modifications of or tampering with the product.

VII. Because the products need periodical cleaning and maintenance, the product must be housed only where it is possible to easily remove them for maintenance and repair. If the Client, going against these indications, positions the product in places difficult to access, they do so at their own risk.

8. MANUFACTURER'S WARRANTY FOR DEFECTS OF THE THING SOLD

I. Cifralluminio S.r.l. agrees with regards to its Client, and only with regards to them, to eliminate any manufacturing defects of the Products it has put on the market with the "FOLIO" brand under the following conditions:

- a. the defect manifests itself **not later than two years** from the consignment date of the Product to the Client, as results in point 4. of the Sales Terms;
- b. the product has been paid regularly to Cifralluminio S.r.l.;
- c. the malfunction derives exclusively from a manufacturing defect of the product;
- d. the product has not been modified, tampered with, dampened or opened;
- e. the malfunction does not derive from accidental causes of any nature, or acts of nature or intentional, negligent or accidental actions of the carrier, the Buyer, the installer, the user, or any other subject different from Cifralluminio S.r.l.;
- f. the moving, transportation, cleaning, use are in compliance with the indications in the Installation, Use and Maintenance Manual enclosed with the product;
- g. maintenance, installation, electric connections have been realised by specialised personnel in compliance with the indications in the Installation, Use and Maintenance Manual enclosed with the product;
- h. the temperature and voltage limits have not been exceeded and the Product has not been subject to mechanical loads not compliant with its intended use and the indications in the Installation, Use and Maintenance Manual;

- i. the malfunction does not consist of the natural degrading of the Product due to its use or the physiological dimming of the LEDs as indicated in the Installation, Use and Maintenance Manual enclosed with the Product;
- j. the product for which the Warranty intervention is requested is kept by the Client as it is and is sent to the Vendor to allow the execution of the necessary checks on the lamented malfunction/defects;
- k. the **malfunction** has been **notified in written form** via registered mail, sent to the headquarters of Cifralluminio S.r.l., in via R.Gessi n°10, loc. S. Eufemia, 25020 Brescia (ITALY), or via mail to the address **info@pec.cifralluminio.eu under penalty of forfeiture of the warranty, no later than thirty days from the appearance of the malfunction**, indicating a brief description of the malfunction or defect, indicating the date in which the malfunction occurred, enclosing to the notification a photograph of the product that highlights the defect, a copy of the sales invoice, of the delivery note of the product and of the document proving the purchase.

I. The **product has been redelivered** to the headquarters of Cifralluminio S.r.l., in Via R.Gessi n° 10, loc. S.Eufemia, 25020 Brescia (ITALY), along with a copy of the product's sales invoice and delivery note, with the indication of the name, telephone number, email address, and address of the Buyer if not indicated in the invoice or if they have been subsequently modified.

II. In any case the warranty **does not cover**:

- a. defects of the product due to unforeseen or unforeseeable events (for example malfunction due to falls, pressure, shock, jolts, dirt, liquids, corrosive substances, explosion, fire) and/or acts of God (including electric discharges, lightning, floods, earthquakes), improper use, or anyhow which can not be ascribed to a defect in the Product's production process;
- b. defects or non-conformities deriving from any abuse, improper use, abnormal use or from the violation of any applicable standard or instruction of use, including but not limited to the instructions included in the industry and/or electric safety rules for the country in which the Product is utilised, and those included in the Installation, Use and Maintenance Manual;
- c. defects consisting in the colour modification of RGB Products, if the measured values anyhow respect the Product's technical specifications;
- d. malfunction deriving from power supply conditions, including power peaks, over-/undervoltage and undulating current control systems which differ from those defined by the power supply rules indicated in the Installation, Use and Maintenance Manual;
- e. malfunction deriving from the installation of the Product or the power connection or from moving, cleaning or maintenance which are erroneous or not compliant with the Installation, Use and Maintenance Manual enclosed with the Product;
- f. malfunction deriving from the modification, tampering, opening of the product by subjects different from Cifralluminio S.r.l..

III. Also the warranty **does not cover**:

- a. additional costs relative to the repair of the fault, assembly and disassembly costs and relative labour costs, lifting devices, scaffolding, transport of the faulty Product and of the repaired or new product, the disposal, daily allowances and travel expenses, possible damage or lost profits consequent to the fault, to the work necessary for the repair, to the non-use of the product, nor any other direct or indirect damage connected to the fault or the non-use of the product;
- b. the parts which are subject to wear and tear, like for example the mechanical parts, the transformer when provided, the controller, driver, software faults, like bugs or viruses;
- c. the normal deterioration or reduction in the colour tone of the plastic parts.

IV. The manufacturing company, once it has received the faulty product at its headquarters, will verify the reason of the fault and, if the fault falls within the parameters covered by this warranty, coverage is not excluded according to preceding sections III. and IV. and the conditions indicated in section I subsections a., b., c., d., e., f., g., h., i., j., k., l. of the present section are respected, it will repair the product free of charge and will send it at its expense to the Client at the address resulting on the invoice; the Buyer will be able to indicate a different address for the delivery if the address is in the same Country as the Client; at its own discretion, instead of repairing the product, Cifralluminio S.r.l. will substitute the Product with an identical or similar product, compatibly with the technological progress occurred with regards to the original Product.

V. The Client will have nothing else to expect from the Vendor in relation to the faulty Product; it will not be possible to debit the Vendor for other possible expenses for transport, assembly, disassembly, conservation of the defected/faulty Product and so on. It is not possible to claim any other responsibility and/or refund of the damage to Cifralluminio S.r.l., also the Client does not have the right to ask and/or expect deferred payments, price reductions or the termination of the supply contract;

VI. If, instead, the fault is not covered by the present warranty due to the absence of the conditions listed in the preceding section I., or due to one of the exclusions indicated in sections II and III Cifralluminio S.r.l. will contact the party requesting the repair at the

addresses they indicated (as per subsection I. of section I.), and will indicate the repair cost asking for express confirmation of the will to repair the fault; once the confirmation of the request has been received Cifralluminio S.r.l. will emit the corresponding invoice including shipping costs of the Product object of the request. Once the payment has been received the Vendor will repair the fault and send the repaired product to the indicated address;

VII. NEITHER CIFRALLUMINIO S.R.L. NOR ITS THIRD PART SUPPLIERS NOR ITS RETAILERS OFFER ANY OTHER WARRANTY OR COVERAGE OF ANY KIND, EXPLICIT OR IMPLICIT, LEGAL OR CONVENTIONAL, REGARDING THE PRODUCT(S), INDEED - in the measure allowed by the applicable law - **IT EXPRESSLY EXCLUDES THE APPLICATION OF ANY OTHER GUARANTEE, IMPLICIT, LEGAL OR CONVENTIONAL, FOR SUITABILITY REQUIREMENTS, FOR A PARTICULAR, GENERAL OR NORMAL USE, SATISFACTORY QUALITY, DURABILITY AND GUARANTEE AGAINST HIDDEN DEFECTS.**

9. APPLICABLE LAWS AND JURISDICTION

For anything that is not expressly regulated by the present contract, regulations of the Italian law exclusively apply to the relationship between the parties. If the Buyer is a company without a branch in Italy, the dispositions of the Vienna Convention of 11 April 1980 apply to the contract, even if the Buyer is in a State that has not ratified the Convention. Any controversy will be resolved by the Italian Court with territorial jurisdiction, following the regulations of Italian civil law.



Cifralluminio S.r.l.

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