

TERMS & CONDITIONS · EXPORT

General Terms and Conditions of Sale

D&SIGN S.r.l. · Documento M0007 — Revisione 7

1. OBJECT OF THE CONTRACT; SCOPE OF SUPPLY; CONTRACTUAL COMPONENTS

This Contract governs the supply by D&SIGN S.r.l. of the goods and services expressly described herein and in the relevant schedules, drawings, specifications, lists, chapters and annexes, all of which form an integral part of this Contract.

For contractual, accounting and operational purposes, the scope of supply shall be divided into the following components:

- a) Design Services including, where applicable: metric and photographic survey of the existing state, functional analysis and preliminary study, concept development, coordinated image of the point of sale, layout and customer flow study, design of display furniture and sales counters, lighting study, final and executive graphic drawings, 3D modelling, photorealistic renderings, meetings, revisions, sample preparation and coordination activities.
- b) Furniture Supply including the manufacture, finishing, packaging and supply of the furniture and related items expressly indicated in Chapter I and in the relevant technical documents.
- c) Installation Services consisting of assembly and installation, only if expressly included in Chapter II or elsewhere in writing.
- d) Shipping / Transport Services only if expressly included in Chapter III or subsequently accepted in writing by D&SIGN S.r.l.
- e) Lighting and Furnishing Accessories only to the extent expressly included in Chapters IV and V

Renderings (3D design images) are for illustrative purposes only and shall not be binding or considered as contract samples for the final supply.

All services, goods, works, quantities and activities are strictly limited to what is expressly specified in this Contract. Anything not expressly mentioned shall be deemed excluded.

2. PRICE STRUCTURE; ALLOCATION BETWEEN DESIGN AND GOODS

The total amount of Chapter I – Furniture and Design is agreed as a lump-sum turnkey price for the overall supply of furniture and design .

At the date of signing of this Contract, no allocation between Design Services and Intrinsic Value of the Goods is made, as the project has not yet reached a sufficient level of technical and executive development to allow a reliable breakdown.

Such allocation shall be defined by D&SIGN S.r.l. at a later stage, once the project has been sufficiently developed, and in any event before the relevant items enter into production.

The allocation shall be communicated to the Client in writing and shall not constitute a variation of the total agreed price, save for any modifications or additions to the project, duly agreed and signed by both Parties, which have resulted in a change to the price agreed herein.

3. NATURE OF THE CONTRACTUAL RELATIONSHIP

The Parties acknowledge that this Contract may include both supply obligations and work/service obligations. The division of the price into design, goods, installation and other components is agreed for purposes of clarity, invoicing and performance management, without prejudice to the unitary commercial purpose of the transaction.

4. INSTALLATION; SUBCONTRACTING OF ASSEMBLY

Assembly and installation services shall be deemed included only if expressly stated in this Contract.

Where installation is included, D&SIGN S.r.l. may perform such services through its own specialized staff and, subject to the Client's authorization set out below, through specialized third-party installers.

The Client hereby authorizes D&SIGN S.r.l. to subcontract assembly and installation activities, in whole or in part, to qualified third parties specialized in furniture assembly and fitting-out works, provided that D&SIGN S.r.l. shall remain fully responsible towards the Client for the proper performance of such activities.

Such authorization is given pursuant to the principle whereby the contractor may not subcontract the execution of the works or services unless authorized by the principal. The subcontracting of installation shall not create any direct contractual relationship between the Client and the subcontractor, the latter remaining contractually bound only to D&SIGN S.r.l.

All instructions, objections, comments and claims concerning installation works shall be addressed exclusively to D&SIGN S.r.l.

5. RESPONSIBILITIES; SITE CONDITIONS; EXCLUSIONS

D&SIGN S.r.l. shall be responsible only for the activities expressly included in this Contract and only within the agreed scope of supply.

The Client shall remain exclusively responsible for:

- demolition and reconstruction of existing walls;
- plasterboard walls and ceilings;
- façade windows and glazing;
- outdoor lighting;
- indoor flooring materials;
- preparation and painting of walls;
- electrical works;
- installation and wiring of ceiling lighting fixtures;
- air conditioning;
- alarm and security systems;
- final cleaning;
- disposal of packaging waste;

all as expressly excluded from the scope of D&SIGN S.r.l.

Prior to final delivery and/or installation, D&SIGN S.r.l. may verify whether the construction site and masonry works are ready for assembly. Walls and flooring must be level and square, the working area must be clean, clear and fully prepared, and the Client's electricians must be available on site during the entire assembly period.

D&SIGN S.r.l. reserves the right to modify dimensions, finishes and technical details of the supplied furniture where required by technical or production needs.

6. PAYMENT TERMS

The Client shall pay the Contract Price as follows:

- 50% of the total amount upon order confirmation and signing of this Contract;
- 20% of the total amount by the date expressly issued by the parts or within 30 days of the D&SIGN S.r.l.'s formally request, to be credited to D&SIGN S.r.l.'s bank account;

30% of the total amount (balance) to be paid before shipment of the goods, or, where no specific balance date is indicated, upon D&SIGN S.r.l.'s notice that the goods are ready for shipment, dispatch, collection or pick-up from its production facility.

All payments shall be made exclusively by bank transfer to the bank account indicated in this Contract. Payment shall be deemed made only upon actual credit of the full relevant amount to the bank account of D&SIGN S.r.l.

Compliance with the production and shipment schedule is strictly subject to timely compliance with the agreed payment terms.

In the absence of full payment of any amount due, D&SIGN S.r.l. shall be entitled to suspend or postpone production, shipment, dispatch, delivery and/or installation, without this being considered a breach of contract.

Any changes or postponements of delivery dates, for any reason not directly attributable to D&SIGN S.r.l., shall not amend the agreed payment deadlines, which shall remain binding.

In particular, delays not attributable to D&SIGN S.r.l., including construction site delays and organizational or operational issues of the Client or third parties, shall not justify any deferral, withholding or suspension of payments.

If shipment, collection or delivery is postponed for reasons attributable to the Client for more than 30 (thirty) days after notice of readiness, D&SIGN S.r.l. shall be entitled to charge storage, warehousing, handling and related logistics costs, without prejudice to the Client's obligation to pay the balance when due.

7. PRODUCTION TIME

Estimated production time shall be 90 (ninety) Italian working days starting from the date of order confirmation, provided that the following conditions have all been met:

- execution of this Contract;
- receipt of the down payment in D&SIGN S.r.l.'s bank account;

receipt of the final technical drawings countersigned by the Client.

For the purposes of this Contract, items shall be considered ready for production once the project has been sufficiently developed to allow D&SIGN S.r.l. to define the relevant executive specifications and, where applicable, the internal allocation between design fees and value of goods.

8. DELIVERY CONDITIONS; INCOTERMS; TRANSFER STRUCTURE

Unless otherwise expressly agreed in writing between the Parties, or expressly included in Chapter III – Shipping, the goods are sold and delivered Ex Works (EXW – Incoterms 2020) at D&SIGN S.r.l.'s factory in Nuvolento (BS), Italy, which shall constitute the contractual place of delivery and the place where the goods are made available to the Client.

Under such EXW delivery term, D&SIGN S.r.l. shall fulfill its delivery obligation by placing the goods at the disposal of the Client at the above place, without any obligation to load them onto the collecting vehicle or to clear them for export unless otherwise agreed in writing.

If, at the Client's request, D&SIGN S.r.l. agrees to arrange the shipment of the goods from its warehouse to the port of destination, job site or other agreed destination through any freight forwarder, carrier or logistics provider selected by D&SIGN S.r.l., such transport and logistics service shall be deemed performed only as an ancillary service accepted upon request, shall be invoiced separately and shall not modify the legal allocation of risk and responsibility agreed herein.

In such case, D&SIGN S.r.l. may directly pay the freight forwarder or logistics provider and shall be entitled to re-invoice to the Client, under a separate invoice, all freight, transport, handling, forwarding and related logistics costs actually incurred.

Notwithstanding the Supplier's organization and/or advance payment of freight, the Parties expressly agree that all risk of loss, damage, shortage or deterioration of the goods shall pass to the Client at D&SIGN S.r.l.'s warehouse, at the exact time when the goods are loaded onto the first means of transport.

From that moment, any and all risks relating to inland transport, port handling, sea carriage, customs transit, warehousing, delay, detention or any other event occurring after loading shall be borne exclusively by the Client, who shall also be solely responsible for arranging any cargo insurance it may deem appropriate.

The separate invoice for transport and logistics costs, where applicable, shall be paid by the Client in advance and in any case before loading of the goods. If such payment is not received in cleared funds before the scheduled loading date, D&SIGN S.r.l. may, without liability or penalty:

- suspend loading and shipment;
- postpone the shipment and delivery schedule;
- reschedule shipment subject to operational availability;
- charge the Client any additional cost resulting from such delay.

Any delay caused by late payment of transport or logistics costs shall not constitute a breach of contract by D&SIGN S.r.l..

Even where shipment is arranged by D&SIGN S.r.l., all unloading operations, import customs clearance, local duties, VAT, import taxes, licenses, clearance fees and any other local governmental charges shall remain entirely at the Client's exclusive care, risk and expense.

Any additional charge invoiced to D&SIGN S.r.l. by the freight forwarder, carrier, terminal, customs broker or other third party in connection with the shipment shall be fully borne by the Client. This includes, without limitation, demurrage, detention, storage, port charges, waiting time, customs inspection costs, documentation amendment costs, rebooking charges and any other unforeseen logistics expense. D&SIGN S.r.l. shall be entitled to re-invoice such amounts to the Client, and the Client shall pay them upon first demand.

If, after the goods have been made ready, shipment, collection, pick-up or delivery is delayed or postponed for reasons attributable to the Client, the goods may remain stored at the Client's risk and expense; if such postponement exceeds 30 (thirty) days from notice of readiness, D&SIGN S.r.l. may charge the corresponding storage, warehousing, handling and logistics costs.

9. CUSTOMS CLEARANCE AND LOCAL TAXES

All import customs procedures, import clearance operations, clearance fees and procurement of any local documentation or import licenses shall be the exclusive responsibility and at the sole expense of the Client.

Any import customs duties, local VAT, import taxes or other local governmental fees applicable in the country of destination are not included in this Contract and shall be borne entirely by the Client.

10. CLIENT'S OBLIGATIONS REGARDING LOCAL REGULATIONS, SAFETY REQUIREMENTS AND SITE CONDITIONS

10.1 Notification of local regulations and safety requirements

The Client shall be exclusively responsible for identifying, verifying and communicating in writing to D&SIGN S.r.l., prior to the commencement of any delivery or installation activity, all applicable local laws, regulations, administrative requirements, safety rules, building codes, access restrictions and any other mandatory provisions in force at the place of delivery and/or installation (hereinafter collectively referred to as "Local Requirements"), including without limitation:

- regulations governing access to the delivery site by vehicles, equipment and personnel;
- safety and health requirements applicable to the site and to the activities to be performed therein;
- restrictions or obligations imposed by local authorities, landlords, building administrators or any other third party having authority over the delivery or installation site;
- permits, authorizations, certifications or notices required in connection with the delivery or installation of the goods.

The notification shall be provided in writing no later than 15 (fifteen) calendar days before the agreed delivery or installation date, or, if such date has not yet been fixed, promptly upon the Client's becoming aware of any applicable Local Requirement.

10.2 Identification of the Site Responsible

The Client shall designate and communicate in writing to D&SIGN S.r.l., no later than the date referred to in Article 10.1 above, the full name, contact details and role of the person responsible for the delivery and/or installation site (hereinafter the "Site Responsible"). The Site Responsible shall be duly authorized to receive the goods, to coordinate

access and operations on site, and to liaise with D&SIGN S.r.l. and its personnel or subcontractors during delivery and, where applicable, installation activities.

In the absence of written notification of the Site Responsible within the above deadline, D&SIGN S.r.l. shall be entitled, at its sole discretion, to suspend or postpone delivery and/or installation without liability and without prejudice to the Client's payment obligations under this Contract.

10.3 Client's liability for non-communicated requirements

D&SIGN S.r.l. shall perform its obligations under this Contract in reliance upon the information provided by the Client pursuant to Articles 10.1 and 10.2 above. D&SIGN S.r.l. shall have no obligation to independently investigate, verify or monitor Local Requirements applicable at the place of delivery or installation.

Should D&SIGN S.r.l., its employees, agents, subcontractors or transporters incur any fine, penalty, administrative sanction, additional cost, damage or expense of any nature whatsoever (hereinafter "Sanctions and Costs") arising from or in connection with:

- the Client's failure to communicate, or late or incomplete communication of, any applicable Local Requirement;
- inaccurate, misleading or incomplete information provided by the Client regarding site conditions, access restrictions or applicable regulations;
- the failure to identify or timely designate a Site Responsible;

the Client shall bear full and exclusive responsibility for all such Sanctions and Costs and shall indemnify and hold harmless D&SIGN S.r.l. in full, within 15 (fifteen) calendar days of written demand, from and against any and all amounts paid or payable by D&SIGN S.r.l. in that respect, including reasonable legal and administrative fees incurred in connection therewith.

10.4 Cooperation

The Client undertakes to cooperate in good faith with D&SIGN S.r.l. in connection with the management of Local Requirements and to promptly update D&SIGN S.r.l. of any change in applicable regulations or site conditions occurring after the initial notification referred to in Article 10.1 above.

11. VARIATIONS; MODIFICATIONS; EXTRA ACTIVITIES

Any variation, modification, addition, reduction, postponement, suspension or extra activity requested by the Client after the signing of this Contract may entail an adjustment of price, production timing, delivery schedule and, where applicable, installation timing, subject to written confirmation by D&SIGN S.r.l.

No variation shall be binding on D&SIGN S.r.l. unless confirmed in writing by D&SIGN S.r.l.

12. ACCEPTANCE OF THE PROPOSAL

The Client acknowledges that the signature of this proposal by D&SIGN S.r.l. shall not constitute acceptance thereof, but only acknowledgment of receipt. Any acceptance by D&SIGN S.r.l. shall be finalized only by express written communication or by issuance of an invoice confirming payment of the deposit.

13. GOVERNING LAW

This Contract and any dispute or claim arising out of, or in connection with, it or its subject matter or formation, shall be governed by and construed in accordance with Italian law.

Stamp & Signature