

GENERAL TERMS AND CONDITIONS OF SALE

These General Conditions of Sale regulate the contractual relationship between the seller/supplier (the "Company") and the buyer (the "Customer"), and apply to all FLOS OUTDOOR and/or ARES branded products.

1. Conclusion of the Contract

The issuance of the order implies the acceptance of these General Conditions by the Customer, which the latter declares to know and accept in every part.

The Company will send the Customer an order confirmation, in the absence of which the Contract shall not be deemed to have been concluded.

The Contract shall be governed exclusively on the basis of the content of these General Conditions and the order confirmation. The Contract prevails over any other provision coming unilaterally from the Customer, over any general conditions of the same, and replaces any previous provision, agreement or commitment, formulated both in written and oral form, relating to the supply of the Products.

2. Delivery Terms

The delivery terms, indicated by the Company in the order confirmation, are to be considered indicative and not exhaustive, and may depend on circumstances that may preclude, hinder or delay the normal production process and delivery of the Products.

Unless otherwise agreed to be included in the order confirmation, delivery will take place Ex Works/Ex Works (*Incoterms 2020*), at the ARES factory, Viale dell'artigianato, 24 - 20881 Bernareggio (MB).

If the Customer does not accept the delivery on the scheduled date, he will still have to pay any part of the price that has become due on delivery, as if delivery had taken place. Any expense and charge resulting from such refusal (e.g. warehouse) will be borne exclusively by the Customer, unless otherwise agreed between the parties.

3. Prices and Payment

The price of the Products, as well as any other sum due to the Company for any reason, is expressed in Euro and shall be understood to be net of value added taxes, any additional charges provided for by law, import taxes and charges and any certification.

Unless otherwise agreed, payment must be made in advance, by bank transfer, to the current account indicated on the invoice issued by the Company, or in any other manner agreed upon. After the due date has elapsed, interest will be charged at the statutory rate in force, with no need for the debtor to be in default.

In the event that the Customer fails to pay in accordance with the Contract in addition to the other remedies, the Company may require payment in advance for all future orders and shipments, with the right to suspend the supply of the Products.

4. Warranty

4.1 For the 2 (two) years following the date of delivery ("Warranty Period") the Company warrants that the Products:

- a. shall be free from defects in design and manufacture such as to render them unfit for their intended purpose;
- b. meet the standards of the place of manufacture of the Products and the requirements of the certifications that from time to time accompany the Products.

4.2 During the Warranty Period the Customer shall, under penalty of forfeiture, within eight (8) days after discovery of the defect, notify the Company in writing of the existence of defective

Products (hereinafter "Non-Conforming Products") and provide a written description of the reasons or cause of non-conformity of the Products.

4.3 During the Warranty Period, in the event of non-conformity of the Products confirmed by the Company, the latter may at its discretion:

- a. issue a credit note in favour of the Customer for the amount paid for the Non -Conforming Products, or
- b. request the return of the Non-Conforming Products at its own expense and replace the Non-Conforming Products with conforming Products. In this case, the Customer is responsible for the use of the original packaging or, in any case, packaging suitable to safeguard the integrity of the returned Product, while the Company will take charge of the transport.

4.4 In the event that the Customer alters and/or modifies or destroys and/or returns the Non-Conforming Products, not complying with the procedure set out in the preceding points, the Company will be relieved of any liability and the Customer will not be entitled to the remedies set out in clause 4.3.

4.5 The Client shall not be entitled to claim any compensation or other remedies from the Company other than those listed above, nor shall the Client be entitled to any remedy after the end of the Warranty Period.

5. Liability

5.1 The Company shall not be liable for damage or defects caused by:

- (a) damage occurring during transport or installation;
- b) non-compliance with the instructions provided to the Client or otherwise available on the Company's website, including those for assembly, installation and electrical connection;
- c) treatment or use of the Product that is improper or in any case different from that indicated in the instructions, including the use of components or equipment that do not comply with those indicated;
- d) use of the Product in conditions that do not comply with technical regulations, in relation to ambient temperatures (if closed), humidity, exposure to atmospheric agents, possible interference with electrical components or equipment not supplied by the Company;
- (e) extraordinary wear and tear of parts and components;

5.2 In the event of damage caused by the Product to third parties due to failure to comply with the provisions or regulations relating to the assembly, installation, use and maintenance of the Products, the Customer expressly undertakes to indemnify and hold harmless the Company from all claims, actions, demands, costs and expenses, including legal fees, of third parties.

5.3 In any case, it is understood between the parties that the Company's liability in the event of damage deriving from the Product shall not exceed twice the amount of the cost of the Product purchased by the Client.

6. Applicable law and jurisdiction

These General Conditions and the Contract are subject exclusively to Italian law. The Court of Milan, Italy shall have exclusive jurisdiction over any dispute arising out of or relating to these General Conditions and the Contract.

7. Miscellaneous

7.1 Any amendment to the General Conditions and the Contract must be agreed in writing and included in the Order Confirmation.

7.2 Should one of the clauses of the General Conditions be null and void or ineffective, such nullity or ineffectiveness shall not extend to further and different contractual clauses, nor

shall it in any way determine the nullity of the General Conditions and/or the relative Contract

7.3 Pursuant to and for the purposes of the second paragraph of Article 1341 of the Italian Civil Code, it is hereby declared that clauses 4 (Warranty), 5 (Liability), 6 (Applicable law and jurisdiction) have been examined and expressly approved.