

GENERAL CONDITIONS OF SALE

1. Definitions and contract formation

The sales relationship between Pasqualetti Home Decor snc di Zago Sandra e Pasqualetti Daniele e C. (hereafter also "Pasqualetti Home Decor" or "the Seller" or "PHD") and the Customer (hereafter also "the Buyer" or "the Purchaser") is regulated by the following general contract conditions.

The Customer, by signing these conditions, declares that he is acting in the exercise of his own entrepreneurial and/or professional activity.

The Customer's "order proposal" must be communicated to PHD through the Area Agent, the b2b website or, if not possible, by e-mail to sales@nuvoledistoffa.it.

The order proposal is conditional or subject to acceptance by Pasqualetti Home Decor.

PHD will communicate its acceptance to the Client by e-mail, to the address indicated when the order proposal is sent, within 8 working days from receiving the proposal, by sending the Client a summary document called "order confirmation".

The order and these general conditions of sale, duly stamped and signed by the Customer for acceptance, must be transmitted to PHD, within the following 8 working days, by e-mail to sales@nuvoledistoffa.it .

2. Object

The object of this contract is the sale of products as described and represented in PHD's product catalogue. By signing these general terms and conditions, the Customer declares that it has received and read the information contained in the catalogue.

3. Sales prices, shipping costs, extraordinary cost increases

The price of the products is that indicated in the numerical/talking strings listed in PHD's product catalogue. The prices indicated in the aforementioned numeric/talking strings are net of VAT and do not include transport costs.

Transport costs, are as it follows:

	Minimum order	Transport cost	Free shipping	Incoterm
Zone 1	€800.00	7%	€1600.00	DAP
Zone 2	€800.00	7%	€1600.00	DAP
Zone 3	€800.00	7%	€2000.00	DAP
Zone 4	€1000.00	7%	€2000.00	DAP
Zone 5	€1200.00	10%	€2500.00	DAP
Zone 6	€3000.00	-	-	EXW

Zone 1: Belgium(BE), Germany (DE), Luxembourg (LU), Netherlands (NL), Austria (AT), Slovenia (SI)

Zone 2: France (FR), Portugal (PL), Spain (ES), Czechia (CZ), Slovakia (SK), Hungary (HU)

Zone 3: Denmark (DK), Poland (PL), Bulgaria (BG), Romania (RO)

Zone 4: Finland (FI), Estonia (SE)

Zone 5: Ireland (IE), Sweden (SE), Switzerland (CH), Croatia (HR), Iceland (IS), Norway (NO)

Zone 6: Great Britain (GB) and other countries

Payment method is bank transfer in advance with 3% discount on the total. Portuguese customers may pay also by SEPA 30/60 days.

Packaging is free of charge.

In the event of extraordinary increases in the cost of raw materials, production costs or costs at origin between the date of the order and the date of delivery of the goods, PHD may increase its list prices or the prices quoted in the orders, giving written notice to the Customer at the same time.

4. Sales prices applied by the Buyer to the public

The Buyer agrees to sell the goods and products purchased from PHD to the public, applying a minimum increase/charge of 140 % with respect to the taxable purchase cost of the goods, before discounts and in any case, if any, not below the sale price recommended by PHD.

5. Delivery times and shipments

Pasqualetti Home Decor, unless otherwise agreed in writing, will deliver the goods to the Buyer through a courier chosen by PHD to the location indicated by the Buyer in the order proposal.

The delivery times stated in the order are to be considered purely indicative. The actual shipping date is in fact agreed in advance with the Buyer and is indicated on the courtesy invoice issued by PHD and transmitted by e-mail to the Buyer to the e-mail address provided in the order proposal; the invoice also contains the name of the carrier which will provide the transportation.

Any binding delivery terms must be expressly and separately agreed between PHD and the Buyer.

Delivery times may vary due to delays in the supply of goods not caused by Pasqualetti Home Decor.

Delivery delays due to weather events, strikes, holidays or other extraordinary events will in no case be imputable to Pasqualetti Home Decor.

If the payment is in advance by bank transfer, the shipment will start upon receipt of the relative bank credit.

6. Shipments rejected due to Customer's responsibility, compensation and penalties

If a shipment is rejected due to Customer's fault and the goods are provisionally returned to PHD, the delivery will be subject to a price increase of 10% of the invoice total as compensation for additional transport and storage costs.

If the Customer, after 8 working days from the notice of return of goods by PHD, sent via e-mail or pec, refuses to receive the goods or does not reply to the notice, the order will be considered definitively cancelled, the sales contract will be terminated and the Customer will be obliged to pay PHD an amount equal to 30% of the total invoice, as a penalty, without prejudice to further damages.

7. Cancellation of Accepted Orders and Compensation

If PHD allows the requesting Buyer to cancel an already accepted order, the Client, unless otherwise communicated in written form by Pasqualetti Home Decor, will in any case be obliged to pay a sum equal to the 30% of the taxable value of the goods as stated in the order, as an indemnity.

8. Complaints and returns

Any claim for loss and/or damage suffered by the goods during transport and/or defects detectable during the delivery must be communicated to PHD complete with a detailed description and, where possible, photographic documentation, within and no later than 10 days from the date of delivery of the goods, under penalty of forfeiture, by email to the following address: sales@nuvoledistoffa.it; any photographic

material accompanying the aforementioned description may also be transmitted by WhatsApp to the mobile phone number (+39) 3454728750.

Any refunds and/or returns will in any case be authorised in writing in advance by PHD.

If the return is authorised, the products must be returned intact, without any labels and with adequate outer packaging in perfect condition.

Products returned to PHD which do not comply with the requirements and/or procedure indicated in this clause will be rejected and returned to the sender freight collect, with the Customer's obligation to pay the price in full.

9. Limitation of Liability

PHD's liability for loss or damage suffered by the Buyer due to defects in the purchased goods or for any other cause attributable to the sale with PHD shall be limited, at PHD's discretion, to the refund of the purchase price of the goods found to be defective or to the replacement of the same or to the recognition of a discount.

10. Partial deliveries

Pasqualetti Home Decor reserves the right to make partial deliveries of the ordered goods, without the Buyer being able to claim damages or compensation. Such deliveries may be invoiced separately and must be paid for in accordance with said invoicing.

11. Payments

Payments shall be made in the terms and manner expressly indicated by PHD. Postal checks will not be accepted under any circumstances. In case the Buyer does not fulfil its payment obligations in the manner and within the terms established by PHD, PHD may, at its own discretion, suspend any pending delivery of goods, while waiting for the Buyer's compliance, which shall be provided within 15 days from PHD's written notice, or cancel any pending delivery of goods with consequent termination of the relevant sales contract, without prejudice to the compensation of damages and any other rights recognized by law.

In case of advance payment by bank transfer, an additional discount of 3% will be applied by PHD on the taxable amount indicated in the summary sales document.

12. Warranty expiration

The Buyer shall lose any and all warranties in the event that the goods purchased by the same have been treated in a manner that does not comply with the express indications reported on the products or relating to the products themselves.

13. Major force

Pasqualetti Home Decor will not be responsible for delayed or non-delivery, damages or losses due to major force events or other causes not imputable to Pasqualetti Home Decor or its auxiliaries.

14. Communications

Unless otherwise specified in these general conditions, any communication to PHD must be sent by registered letter with return receipt to the following address of its administrative and operative headquarters: Via Trieste, 49/A- 35035 - MESTRINO (PD) or by pec to the address pasqualettihomedecor@confcommerciopec.it

For any communication to the Purchaser, reference shall be made to the contact details indicated in the order proposal, without prejudice to the communication methods provided for by these General Conditions.

15. Contractual modifications

Any modification of this contract shall be in writing under penalty of nullity.

16. Applicable law

All relations arising from the sale will be regulated by Italian law.

17. Jurisdiction

Any controversy arising from or in any way connected to the sale falls under the exclusive jurisdiction of the Court of Padua.

18. Privacy

Personal data are processed in compliance with the GDPR 679/2016.

The Customer declares that he/she has read and fully accepts the above general conditions of sale.

Place and date, _____

THE CUSTOMER (readable signature and stamp)

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Customer declare to specifically approve the following conditions: 1. (Definitions and contract formation); 2. (Object); 3. (Sales prices, shipping costs, extraordinary cost increases); 4. (Sales prices applied by the Buyer to the public); 5. (Delivery times and shipments); 6. (Shipments rejected due to Customer's responsibility, compensation and penalties); 7. (Cancellation of accepted orders and indemnity); 8. (Complaints and returns); 9. (Limitation of Liability); 10. (Partial deliveries); 11. (Payments); 12. (Warranty expiration); 13. (Major force); 14. (Communications); 15. (Contractual modifications); 16. (Applicable law); 17. (Jurisdiction)

Place and date, _____

THE CUSTOMER (readable signature and stamp)
