

**1) SCOPE OF VALIDITY**

These General Terms and Conditions apply to and form an integral part of every sales contract concluded between Design 89 Srl, with registered office in Via alla Stazione 20/C, 22060 Carimate - CO (hereinafter "Design 89") and the Customer (hereinafter "the Customer").

The application of any other provision is expressly excluded, even if indicated by the Customer on the basis of a reference made by the latter to its own contractual and/or of purchase and/or general terms and conditions.

Any changes to these conditions must be confirmed in writing by Design 89, which may indicate different specific conditions for each offer, which shall, in that case only, prevail over these general terms and conditions.

The Customer, in accepting the quotation, also confirms that is aware of the contents of these general conditions of sale, also available on the website

www.design89.com, and declares that has read and understood them in their entirety.

**2) ORDERS AND CONCLUSION OF CONTRACT**

The Customer's orders shall be considered valid only if placed in writing and transmitted by fax or e-mail to the e-mail addresses communicated by Design 89. The contract shall be concluded when Design 89 receives the order from the Customer. Design 89 reserves, however, the right to reject/cancel the order by written notice to be sent to the Customer within 3 working days of receipt of the order. After receipt of the order, it may not be revoked by the Customer without written acceptance by Design 89.

Any expenses and costs, relating to changes to the Products, requested by the Customer with respect to the catalogue or order, where deemed feasible by Design 89, and where accepted by Design 89, shall be borne by the Customer.

Any further modifications, additions, services or expenses requested by the Customer, whether or not expressly provided for in the Customer's order.

**3) PRICES AND PAYMENTS. LATE AND/OR NON-PAYMENT**

Unless expressly stated otherwise, the sales price shall be in euros, per unit of Products and net of VAT and any packaging, customs and transport and assembly costs.

The prices of the Products are indicated in the quotation confirmed by the Customer when sending the written order. At the same time or subsequent to the transmission of the order confirmation, the Customer may be granted "special conditions of sale" regarding discounts, payment and return terms and conditions. Prices are exclusively established for the agreed individual sale and refer to the costs in force at the time the contract is concluded. The quotation contains the terms of payment for the products. Design 89 hereby declares as of now that it does not accept rebates, rounding up or discounts further than those indicated in the estimate sent and accepted by the Customer by sending his written order. As a rule, payment shall be made in a single instalment. Design 89 reserves the right to grant payment in instalments and to request in that case any guarantees from the customer.

Payments must be made by the customer at the bank indicated by Design 89. Invoicing shall be carried out by Design 89 Srl using the personal and fiscal data indicated by the Customer in the order confirmation, irrespective of the legal entity that will make the payment; in case of modification of the Customer's data (address, company name company name and/or other variation that shall not, in any case, result in the Customer being different) the latter undertakes to notify Design 89 of the aforementioned changes, no later than 5 working days before the invoice is due to be issued by Design 89; Design 89 will not cancel or re-issue invoices due to changes in data that have not been communicated in the manner set out in this article.

Any inaccurate and/or incomplete and/or delayed payment by the customer within the terms and in the agreed manner, results in the application, on the amount due and from the day following the payment due date, default interest pursuant to Legislative Decree 231/02, without the need for formal notice of default, and Design 89 shall also be entitled in that case to request reimbursement of the costs incurred in recovering the sums not timely paid, and also a lump sum of €40.00 by way of damages, subject to proof of greater damages, which may include the costs of assistance in the recovery of the claim.

In the event that payments are agreed by Design 89 in instalments, the customer acknowledges that failure to pay even a single instalment on time and/or in full entails forfeiture of the benefit of the term pursuant to Art. 1186 of the Italian Civil Code, and this authorises Design 89 to request and even take legal action for immediate payment of the entire residue, with interest and expenses, as provided for in the previous paragraph of this previous paragraph of this article.

**4) DELIVERY, TRANSPORT AND ASSEMBLY**

Unless otherwise indicated, goods are sold ex Design 89 warehouse.

With delivery to the Customer or to the carrier appointed to carry out the transport or, in any case, at the latest, from the moment in which the Products leave the Design 89 warehouse, the risk of their total or partial damage and/or peril is borne by the Customer.

In the event that, for causes not attributable to Design 89, the latter is temporarily or permanently unable to deliver due to circumstances of force majeure and/or fortuitous events (such as, for example: earthquakes, strikes, lock-outs, lack of means of transport, orders of the authorities, reasons related to the Covid-19 health emergency, floods, etc.) Design 89 shall promptly inform the Customer thereof and shall be released from its delivery obligations for the duration of the hindrance and for as long as the consequences thereof continue, as well as from any obligation to pay damages for delay or non-performance towards the Customer and anyone else. Any application at the conclusion of the contract of the "carriage included" clause granted to the included" granted to the Customer in the estimate shall be understood to refer to the service, merely ancillary to the contract of sale, having as its object the transport performed to deliver the goods as set out in the contract and in the original lay-out. Any further transports made necessary as a result of changes and/or additions and/or completions not originally envisaged in the contract and/or in any case for shipment splits not due to Design 89's fault, shall be charged to the Customer in the invoice. Any application at the conclusion of the contract of the clause "assembly included" shall be understood as referring to the service, merely accessory to the sales contract, having as its object the normal installation of the products as envisaged by the contract and the original lay-out.

Where the "assembly included" clause is agreed upon, the Customer undertakes to provide a suitable installation room, free from things and persons, with a floor flat, levelled and of adequate hardness; the premises shall also be equipped in such a way as to ensure the safe custody of the means and equipment necessary for laying.

Any further ancillary services to the sales contract due to disassembly, reassembly, movement and changes not attributable to Design 89's fault shall be charged to the customer in the invoice.

Design 89 reserves the right to have all or part of the ancillary transport and/or assembly services carried out by its own employees and/or third parties, being exempt in the latter case from any liability for total or partial destruction and/or damage, and/or incorrect and/or defective, inexact and in any case flawed assembly. The Customer shall be charged, purely by way of example and not exhaustively, for the hours of parking, travel and transfer to and from the worksite, board, lodging, travel, none excluded even if not expressly listed herein.

**5) WARRANTY – TESTING**

Any defects in the goods must be reported by the Customer in writing to Design 89 by registered letter with return receipt or PEC, pursuant to and for the purposes of Article 1490 et seq. of the Italian Civil Code, within 8 days from discovery and, in any case, no later than one year from delivery. The consequent action shall in any case be prescribed within one year from delivery.

Verification and/or testing shall be carried out by the Customer no later than 5 working days after receipt or installation, if any; in the absence of verification and/or testing by the Customer and/or failure to communicate the result thereof within 5 working days from receipt or from installation, if any, the goods shall be deemed to have been accepted in the state in which it was delivered and/or installed; in any case, the delay in carrying out the inspection and/or testing beyond the aforementioned time limits cannot justify in any way justify any delay in payment by the Customer.

If the guarantee pursuant to this article is applicable, the Customer shall indicate in good time to Design 89 the place where Design 89's intervention is to be carried out and to provide all technical indications (such as model and type of Product, time required for the intervention, diagram of the building in which the Product is installed, anomaly reported, complete address, telephone and fax numbers, company and contact persons) as well as the authorisations necessary to minimise the intervention time and facilitate the identification and resolution of the fault.

The Customer shall forfeit any guarantee if he is in default and/or does not observe the contractually agreed terms of payment, or if the defects complained of originate from facts of the Customer himself and/or his employees and/or third persons and/or third parties other than than Design 89.

In no event shall Design 89 be liable for any defects in the goods caused by the intervention of third parties providing assembly, even if directly instructed by Design 89.

**6) RETURN GOODS**

Except in specific cases and accepted in writing, Design 89 does not accept product returns and in no accept them where the product has been assembled, even possibly by third parties. Any return must be preceded by a written complaint by the Customer and must be previously authorised in writing by Design 89. previously authorised in writing by Design 89. to be borne by the Customer and the goods are understood to be carriage paid to the warehouse of Design 89.

Design 89 reserves the right to examine the returned goods to verify the applicability of the warranty and, in case of ascertainment of a defect attributable to Design 89, the latter shall replace the defective Products. Otherwise, the goods shall be returned to the Customer with costs transport costs borne by the latter.

It is understood that any disputes concerning a part of the goods delivered or a single shipment of goods shall have no effect on the remainder of the order, nor on the payment for other goods already received and not disputed in good time.

**7) PROJECTS AND OTHER DESIGNS**

The documents, drawings, data and information (whether in paper or digital form) eventually delivered by Design 89 to the Customer, remain the exclusive property of Design 89 and constitute support for a better representation of the Products and Services.

The Customer undertakes not to reproduce them and not to disclose them to third parties in order to guarantee their protection.

**8) APPLICABLE LAW – PLACE OF JURISDICTION**

The contract concluded between the parties shall be governed by and construed in accordance with Italian law. For any dispute between the parties concerning the interpretation and/or execution and/or termination for any cause whatsoever of the contract, the Court of Como - Italy.

**9) PRIVACY**

The parties declare that they operate in compliance with EU Reg. 679/2016 and Legislative Decree 196/2003, that they comply with the prescriptions contained therein as well as the provisions and indications of the Guarantor Authority regarding the processing of personal data of the interested parties. To this end the parties expressly authorise each other for the purposes and reasons inferred and connected to the contractual agreement concluded as well as for the purpose of its proper execution. The parties may reciprocally transfer their personal data to third parties appointed or responsible external processors only for the accounting and administrative fulfillments required by law or with the express consent of the party concerned.