



GENERAL CONDITIONS OF SALE
L&S ITALIA S.p.A.

1. DEFINITIONS

The terms and phrases listed herein have the meaning indicated below, it being understood that terms defined in the singular are also defined in the plural and vice versa.

- **Customer:** means any legal entity that purchases one or more Products (as defined below), accepting these General Conditions of Sale.
- **General Terms and Conditions of Sale:** means these General Terms and Conditions of sale and any future new versions that may be published on the company website.
- **Contract:** means any Contract of sale and purchase between L&S ITALIA S.p.A. and the Customer.
- **L&S ITALIA S.p.A.:** means the Company L&S ITALIA S.p.A. with registered office in Maron di Brugnera - Via Lino Zanussi n. 8 - 33070 (PN), VAT no. 01749420939.
- **Price List:** means the Price List of the Products (as defined below) time by time in force.
- **Parts:** they are intended jointly L&S ITALIA S.p.A. and the Customer.
- **Products:** all Products sold by L&S ITALIA S.p.A. are intended.
- **Orders:** this means the purchase Orders for L&S ITALIA S.p.A. Products sent by the Customer, in compliance with these General Sales Conditions.
- **End User:** means the final purchaser of the Products.

2. SCOPE OF APPLICATION

Unless otherwise agreed in writing between the Parties, only these General Conditions of Sale (after this referred to as the "General Conditions") shall apply in full to all sale. Purchase contracts concluded between L&S ITALIA S.p.A. and the Customer, even without express reference to them, as well as to all Orders placed with L&S ITALIA S.p.A., directly by the Customers, or by L&S ITALIA S.p.A. agents and/or agents.

Any condition or term different from that provided for in these General Conditions shall apply only if agreed and confirmed in writing by the Parties, except for any further conditions that may be communicated at any time by L&S ITALIA S.p.A. to the Customer.

The General Terms and Conditions, which the Client declares to know and approve, shall apply even if both oral and written contracts are subsequently concluded with the same Client. The invalidity of all or part of individual provisions of these General Terms and Conditions shall not affect the validity of the remaining provisions.

These General Terms and Conditions cancel and replace any previous General Terms and Conditions, signed between the Parties.

3. PRODUCT FEATURES

All the characteristics of the Products shown in the catalogue and on the website <https://www.ls-light.com/it/> of L&S ITALIA S.p.A. (such as for example, drawings and technical data) are only indicative and may be modified by L&S ITALIA S.p.A. at any time and without notice..

Any inaccuracies in the description of the Products shall not entitle the Customer to request the total or partial termination of the contractual relationship, nor the payment of any compensation or indemnity.

4. ORDER

The Order, which is not binding for L&S ITALIA S.p.A. until it is accepted in writing by the latter, or from the moment of its execution, must specify the number and type of items to be received; it constitutes an irrevocable proposal from the date of its receipt by L&S ITALIA S.p.A. The latter, if it does not provide for the execution of the Order in tacit form, provides for the confirmation of the Order which must be scrupulously checked by the Customer upon receipt of the same.

The Customer undertakes to communicate any objections within 2 (two) days from receipt of the Order confirmation; if no objections are received by L&S ITALIA S.p.A. within the term above, the Order Confirmation shall be deemed accepted in full by the Customer.

The sale of the Products is considered completed when the Customer receives a formal confirmation of the Order from L&S ITALIA S.p.A. or, failing this, with the execution of the Order by L&S ITALIA S.p.A. by delivery of the Products to the carrier or shipper.

Any deviation from the provisions of this chapter must be explicitly approved in writing by L&S ITALIA S.p.A.

5. PRICE and ASSESSMENT

The Price of the Products sold to the Customer means the Price resulting from the Price Lists in force at the time the Order is placed by the Customer, excluding transport costs that will be borne by the Customer.

The Products will be invoiced according to the Price List and the relative discounts that may be granted at the time the Order is placed by the Customer.

Unless otherwise agreed between the Parties, prices are expressed in Euro (€), net of VAT and invoicing will be done in Euro (€).

L&S ITALIA S.p.A. reserves the right to modify the Price List at any time. Each new Price List cancels and replaces the previous ones.

The sale prices of the Products, which may be indicated in the Price List or otherwise determined, are merely indicative and can only be considered as public recommended prices in no way binding.

If the Product, object of the Order, is made to measure for the Customer, the relative Price shall be considered relative to that specific Product and the Price Lists in force from time to time shall not apply.

6. PAYMENT TERMS

Payment of the Price must be made by the Customer within 30 days of receipt by the same of the invoice, or in the application of the provisions and methods set out in the Order, if different.

In the event of late payment, L&S ITALIA S.p.A. reserves the right to apply default interest calculated based on the legal rate applicable at the time.

Failure to pay within the agreed terms shall entitle L&S ITALIA S.p.A. to subsequent subordinate deliveries of the Products to:

- a) full payment of the Price, whose payment term has expired as well as, that to expire;
- b) simultaneous presentation of adequate guarantees by the Client;
- c) termination of the Contract with immediate return of the Products, without prejudice to compensation for any greater damages.



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Payments shall be made using payments made exclusively to L&S ITALIA S.p.A. unless otherwise agreed in writing by the Parties.

Payments made to different Parties, even if part of the group headed by L&S ITALIA S.p.A., in the absence of an express written agreement with L&S ITALIA S.p.A. will not be considered liberating for the Customer.

Any acceptance by L&S ITALIA S.p.A. of sections or other commercial effects shall be deemed to have taken place with clause “*under reserve*”.

If the Parties have agreed on payment by instalments, failure to make payments relating to one or more instalments may cause the Customer to forfeit the benefit of the instalment term and shall entitle L&S ITALIA S.p.A. to immediately ask the Customer for the remaining balance of the Price or, alternatively and at the discretion of L&S ITALIA S.p.A., to terminate the Contract with the relative immediate return of the Products and acquisition, by way of compensation, of the instalments paid.

Compensation for any damages is, however, subject to the right to compensation.

L&S ITALIA S.p.A. reserves the right to modify its terms and conditions of payment at any time.

7. DELIVERY

The delivery terms of the Products are those indicated in the Order and shall, in any case, be considered merely indicative and not binding. It is understood that any delay in the delivery of the Products does not give the Customer any right to act for the termination, even partial, of the Contract and/or compensation for damages and/or refusal to deliver the Products.

L&S ITALIA S.p.A. is authorised to make partial deliveries.

Please note that “delivery” means the loading of the Products on the carrier's/courier's vehicle; therefore, the Products travel at the Client's risk, according to the FOB and FCA rules, as set out in the latest version of the Incoterms of the International Chamber of Commerce.

Suppose the Customer intends to change the destination of the shipment after the transmission of the Order. In that case, such changes shall not bind L&S ITALIA S.p.A., unless accepted in writing by the latter.

If the Customer intends to collect the Products directly from L&S ITALIA S.p.A.'s warehouses, he shall clearly specify this in the Order.

The documents certifying the delivery may be validly signed on behalf of the Client by any employee of the latter.

8. CLAIMS

Upon receipt of the Products, the Customer must immediately check the goods. To exercise the guarantees referred to in Article 11, the Customer must report:

- a) the shipment of incorrect items, any claims for shortages, breakdowns, tampering or damage found by external examination of the packages containing the Products, under penalty of forfeiture, upon receipt of the Products, through detailed note signed by the Customer and affixed to the transport and delivery documentation..

Notification of said claim must be given to L&S ITALIA S.p.A. by sending a copy of the annotation within the next 3 (three) working days.

The relative action is prescribed, in any case, within one year from delivery of the Products;

- b) any claims for defects, breakdowns, shortages and damages not found by external examination of the packages, under penalty of forfeiture, within 8 (eight) days of receipt of the Products. Complaints must be communicated by e-mail sent to L&S ITALIA S.p.A.

The relative action is prescribed, in any case, within one year from delivery of the Products;

- c) any claims for defects, breakdowns, shortages and damages in case of defects not apparent, within 8 (eight) days of their discovery.



Complaints must be communicated by e-mail sent to L&S ITALIA S.p.A.

The relative action is prescribed, in any case, within one year from delivery of the Products.

In the absence of notification of complaint within the above terms, deliveries shall be deemed to be accepted without reservation.

The notifications referred to in this paragraph are independent of any claims that the Customer is entitled to make to the carrier of the Products, for damages attributable to the latter. In the event of transport damage or loss occurred during transport, the Customer shall submit a complaint to the same carrier, keeping L&S ITALIA S.p.A. harmless and indemnified.

It is understood that any complaints or disputes relating to deliveries received will not give the Customer the right to suspend or in any case delay payment of the disputed Products, nor, even less, of other supplies.

The Customer's right to oppose to L&S ITALIA S.p.A., in compensation, any reason for credit in any case originating from the guarantee referred to in art. 11 is expressly excluded.

L&S Italia S.p.A. reserves the right to modify its delivery conditions at any time, at its unquestionable judgement and discretion.

9. REFUSAL TO RECEIVE DELIVERY

Should the Customer unjustifiably refuse to receive delivery of all or part of the Products in the place of destination specified by the Customer, L&S ITALIA S.p.A. may, at its own unquestionable choice, request the execution of the Contract, or declare its total or partial termination, without prejudice in both cases to compensation for any greater damages.

Any liability of L&S ITALIA S.p.A. is expressly excluded for risks deriving from or inherent to the stock of the Products.

10. INSTALLATION AND USE OF THE PRODUCTS

The Products must be installed and used in compliance with the technical specifications and instructions drawn up by L&S ITALIA S.p.A.

It is also advised to use the power supplies supplied by L&S ITALIA S.p.A. for a more correct operation of the Products, as well as for better performance. If Customers decide to use alternative power supplies, they are asked to inform their sales representative at L&S ITALIA S.p.A., who will check the compatibility and suitability of said supplies with the Products.

The regulations in force in the country of installation must also be followed when installing and using electrical equipment.

L&S ITALIA S.p.A. assumes no responsibility in the event of bad or incorrect assembly/installation of the Product.

11. WARRANTY

L&S ITALIA S.p.A. guarantees the Customer that all Products are free from defects and/or manufacturing defects, provided that they are installed and used under the instructions and technical specifications provided by L&S ITALIA S.p.A.

Unless otherwise agreed in writing between the Parties, this guarantee is given for 24 (twenty-four) months from delivery of the Products - invoice date, provided that said Products are installed and used in accordance with the instructions and technical specifications provided by L&S ITALIA S.p.A. and together with the power supplies supplied by L&S ITALIA S.p.A. The same warranty also applies in the event of the use of power supplies other than those supplied by L&S ITALIA S.p.A., provided that their compatibility and suitability with the Products has been checked.

The exercise of the warranty is in any case subject to the availability of a valid financial document for the purchase of the Products, issued by L&S ITALIA S.p.A. and indicating the code of the Products for which the warranty is requested.

The guarantee of L&S ITALIA S.p.A. is intended to be given exclusively to the Customer.

It is therefore understood that any greater or wider guarantee given by the Customer to the End User remains at the exclusive discretion of the Customer and the Customer may not act, in any way, in recourse for the excess part, against L&S ITALIA S.p.A.



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In case of operation of the warranty provided by L&S ITALIA S.p.A., the latter shall, at its sole discretion, replace, repair or credit the Price of the Product recognised as defective. In case of replacement, the Product must be returned to L&S Italia S.p.A.

The following assumptions are expressly excluded from the warranty:

- a) damage resulting from incorrect installation of the Product;
- b) damage resulting from tampering with the Product;
- c) damage resulting from failure to observe the assembly instructions supplied by L&S ITALIA S.p.A.;
- d) damage resulting from the use of the Product for improper purposes for its nature, capacity and degree of capacity;
- e) damage caused by the transport of the Products (with FCA Maron di Brugnera return);
- f) damage caused by atmospheric and natural phenomena, accident or force majeure.

12. RETURNS

Returns of Products are not allowed without the prior written consent of L&S ITALIA S.p.A. and, unless otherwise agreed in writing by the Parties, all costs for the return of the Product shall be borne by the Customer if the defect is not attributable to L&S ITALIA S.p.A.'s responsibility.

When shipping the Product, the Client shall enclose the Authorisation Form - "*Return Authorisation Form*" - duly completed. L&S ITALIA S.p.A., at its unquestionable discretion, will replace, repair or credit the Price of the Product recognised as defective.

If L&S ITALIA S.p.A. accepts returns for which it intends to proceed with the credit, L&S Italia S.p.A. will first proceed with the analysis of the same; the Customer will be credited with the value of the returned Product, at the Price invoiced and paid at the terms and conditions set out in these General Conditions, less any depreciation due to age, wear and tear or damage attributable to the Customer.

If L&S ITALIA S.p.A., after checking the material, consents to the withdrawal of a Product that presents problems not attributable to L&S Italia S.p.A., the Customer shall be paid a sum equal to

- ✚ for Standard Product: 50% of what paid at the moment of purchase with the charge of fixed management fees equal to 2% (two) of the total value of the goods and, in any case, for an amount not less than 50 (fifty) euros.
- ✚ Customised Product for labelling: 40% of that paid at the moment of purchase with the charge of fixed management costs equal to 2% (two) of the total value of the goods and, in any case, for an amount not less than 50 (fifty) euros.

Returns of "*Customised and configured Product*" for problems not attributable to L&S ITALIA S.p.A. are in no way accepted. Under no circumstances will L&S Italia S.p.A. accept returns of Products, in the absence of a valid reason for complaint.

13. INTELLECTUAL PROPERTY and CONFIDENTIALITY

The Customer expressly acknowledges that the Products of L&S ITALIA S.p.A. are the subject of *know-how*, patents and *design* constituting exclusive industrial property of L&S ITALIA S.p.A. according to the provisions of the Industrial Property Code (Legislative Decree no. 30/05) and that the name "L&S" is protected as a registered trademark.

The Customer acknowledges that it does not own any right, title or interest in any of the trademarks, models, patents, copyrights, distinctive signs, domain names or rights of any other nature relating to the Products or their packaging (after this referred to as "Intellectual Property Rights") and undertakes not to use the Intellectual Property Rights, except within the limits of the Contract. The Customer undertakes not to remove, suppress and/or alter trademarks and/or distinctive signs affixed to the Products, as well as to add new ones of any nature. The Customer is also expressly forbidden to copy or reproduce Intellectual Property Rights which remain the exclusive property of L&S Italia S.p.A.



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The Customer shall not claim or acquire, because of the existence or performance of the Contract, any similar rights, title, or interest of any kind in the Intellectual Property Rights, nor any identical or similar rights.

Unless otherwise expressly authorised in writing by L&S ITALIA S.p.A., any form of reproduction and/or use by the Customer of the L&S trademark and other distinctive signs present on the Products, registered in any form and manner by L&S Italia S.p.A., is expressly forbidden.

The Client undertakes, for the entire duration of the Contract and even afterwards:

- to maintain the utmost confidentiality on documents, drawings, data (both in paper and electronic format) or commercial and technical information relating to the Products, received both verbally and in writing, of which the Customer should become aware (the "Confidential Information");
- ensure that its employees, directors, shareholders, collaborators who must become aware of such Confidential Information in the execution of the Contract, maintain the same confidentiality;
- refrain and ensure that its employees, shareholders, collaborators, directors, representatives refrain from any negative or defamatory comments regarding L&S Italia S.p.A. and/or the Products.

14. WRITTEN FORM

Any amendment to these General Conditions and/or the provisions of the Contract shall be considered valid and binding between the Parties if made in writing.

15. FORCE MAJEURE

Force majeure shall mean any external event, or unforeseeable act, independent of the will of the Parties and beyond their control, which cannot be promptly remedied.

They constitute force majeure, by way of example but not limited to: natural disasters, measures of government authorities, wars, pandemics, national strikes, riots, etc..

Each Party shall not be held liable for the non-fulfilment of the obligations deriving from these General Conditions, Orders and/or Contracts if and as long as such non-fulfilment is the result of such unforeseeable and/or inevitable circumstances beyond its reasonable control, such as to prevent the fulfilment of contractual obligations, provided that the Party for which such force majeure operates notifies the other Party as soon as possible and, in any case, within 48 (forty-eight) hours from the occurrence of the event, also notifying the possible consequences and the expected delay in fulfilling the Order and/or the Contract.

16. PRIVACY

Under the provisions of Article 13 Reg. EU 679/16 ("GDPR" - General Data Protection) L&S ITALIA S.p.A., as Data Controller, informs the Client that it will process the personal data provided by the Client in the execution of these General Conditions, ensuring full compliance with all the provisions of GDPR and the provisions of the Personal Data Protection Code (Legislative Decree no. 196/03).

Under what has been stated in this article, L&S ITALIA S.p.A. declares that:

- a) data will be processed in compliance with current legislation, using paper, computer and/or telematic media and, in any case, using instruments suitable to guarantee their security and confidentiality and, for the sole purposes listed below:
 - purposes connected and instrumental to the execution of the General Conditions and the Contract as well as for all administrative and accounting purposes;



- purposes related to the execution of legal obligations, regulations, community and national regulations, as well as those deriving from provisions issued by authorities, legitimated to do so;
- b) the data will not be disclosed to third parties and will be communicated exclusively for the purposes mentioned above, to duly authorised persons;
- c) the provision of data by the Customer is mandatory and, therefore, refusal by the latter to communicate the data or to allow their subsequent processing may make it impossible for L&S ITALIA S.p.A. to continue the contractual relationship;
- d) the Customer, as an interested party, is entitled to the protections provided for by current regulations, among which:
 - right of access: ex-art. 15 GDPR;
 - right of opposition: ex-art. 21 GDPR;
 - right to rectification: ex-art. 16 GDPR;
 - right to erasure: ex-art. 17 GDPR.

17. APPLICABLE LAW AND PLACE OF JURISDICTION

These General Conditions and all contracts entered into between the Parties are subject to the law of the Italian Republic and must be interpreted and executed under Italian law, with the express exclusion of the *Convention on contracts for the international sale of movable property* adopted in Vienna on 11 April 1980.

Any dispute, claim, or legal action arising out of or relating to these General Conditions shall be the exclusive competence of the Court of Pordenone.

[Place] _____, [date] _____

L&S Italia S.p.A.
Chief Executive Officer
Pietro Barteselli

The Customer

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the following clauses are expressly accepted: 3 (Product Characteristics), 4 (Order), 8 (Complaints), 9 (Refusal to Accept Delivery), 10 (Installation and Use of the Products), 11 (Warranty), 17 (Applicable Law and Jurisdiction).

[Place] _____, [date] _____

The Customer



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