



## Terms and conditions of sale

- 1. General terms and conditions of sale** - The sale of the products described in the purchase orders (the "**Products**") is regulated by these general terms and conditions of sales ("**General Conditions**") that supersede any previous general terms and conditions of sale and, however, any prior agreement, whether written or oral.

The Client ("**Client**") accepts all the General Conditions contained herein, waiving, as the case may be, to its general conditions of purchase, considered in its entirety or individually.

These General Conditions, as known and approved by the Client, shall apply even in case of following agreements with the same Client, either oral or made by letter, or by e-mail, or by other printed forms or otherwise. Therefore, all submitted orders, even verbally, to L&S Italia S.r.l. ("**L&S**"), either directly or indirectly through its representative or agents, shall be deemed always subject to the provisions of these General Conditions.

Any exceptions to these General Conditions can be agreed only by virtue of different agreements accepted in writing by L&S.

- 2. Order** - The purchase order ("**Order**") constitutes an irrevocable proposal for a period of 3 days from the date of its receipt by L&S.
- 3. Acceptance of the Order - Agreement - Transfer of ownership** - The sale and purchase agreement of the Products (the "**Agreement**") is governed by the Order and by these General Conditions.

The Agreement is executed when the Client receives a formal confirmation of the Order by L&S, or, failing that, when L&S performs the Order by delivering the Products to the carrier or to the forwarding agent.

Should any conflict between the General Conditions and the provisions of the Order arise, the General Conditions shall prevail.

Pursuant to article 1378 of the Italian Civil Code the ownership is transferred at the time of delivery of the Products to the carrier or to the forwarding agent.

- 4. Price** - The price of the Products is shown on the price list in force at the time of the submission of the Order by the Client. Unless otherwise stated, all prices indicated in any document and correspondence issued by L&S are deemed in Euro and with exclusion of VAT.

L&S reserves the right to modify - at any time and without notice - the price list due to increase in raw materials and/or labour costs.

If, as a result of changes in mass production occurred before the Order, the ordered Products are no longer included in mass production, the Parties shall agree each time the price to apply to such Products. It is under Client's responsibility to ask information as to which elements are included or not in a mass production at the time of the Order.

L&S does not accept returns of elements which are no longer included in mass production.

- 5. Products' Features** - All the features shown in the catalogue and on the L&S web site (such as, for example, drawings and technical data) are approximate only and may be modified by L&S at any time and without notice. Any inaccuracies shall not entitle the Client to request the total or partial termination of the Agreement nor any compensation for damages or indemnities.
- 6. Risks of transport - Delivery** - Delivery terms are not peremptory; L&S, in case of objective needs, shall have the right to reasonably anticipate or postpone the delivery of all or part of the goods, without any right of the Client to request the total or partial termination of the Agreement, or to seek compensation for damages or indemnities.

All deliveries are made FCA Incoterms 2010 - Viale Lino Zanussi n. 8, Maron Brugnera (PN) – Italy. Being understood that the term "delivery" means the moment of the loading to the carrier/forwarding agent's vehicle, which entail the transfer of ownership of the Products from L&S to the Client. Products are carried at Client's risk. Any change of the place of destination notified by the



Client after submission of the Order is not binding for L&S, if not accepted in writing. The request for direct collection by the Client shall be clearly specified in the Order.

The documents certifying the delivery or other documentation, in any case arising out of or related to the Order is duly signed on behalf of Client by any person appearing employed on its business or selling point, even if not expressly provided with representation powers.

7. **Refusal to accept delivery** - If the Client refuses to accept delivery of all or part of the Products at the place of destination, L&S may, at its sole option, request the performance of the Agreement, or declare the total or partial termination of it. In both cases, L&S retains the right to seek compensation for damages. It is expressly excluded any liability of L&S for risks arising out of, or related to, the stored Products (Products in stock).
8. **Suspension. Termination** – Should the Client be in default or in delay with payments, also for previous supplies or sums of money due at any title, regardless of the reason of such default/delay, L&S shall have the right to suspend at any time and without notice the performance of the Order (although expressly accepted), as well as to subordinate the delivery of the Products to a full advance payment of the price and of any other amounts due, or to the immediate delivery of adequate guarantees.  
L&S shall have the same right in case of changes in the person of the Client, in its structure or company's shareholdings, in the composition of its governing bodies or its management, in its financial position, financial consistency or commercial image, as well as in case of elevation of protests, pending of enforcement or precautionary procedures, suspensions, not minor difficulties or delays regarding the fulfillment of obligations undertaken, including those undertaken in favor of third parties. The above is without prejudice for L&S' right to request termination of the Agreement and without prejudice, in any case, to L&S' right to seek compensation for damages.
9. **Installation and use** - Products shall be installed and used in compliance with technical specifications and instructions drawn up by L&S. Furthermore, the Client shall comply with the provisions in force in the country of installation related to installation and use of electrical equipment/device.  
L&S shall not assume any liability in the event of wrong or incorrect assembly/installation of the Product, whether it has been manufactured by L&S itself or by third parties.
10. **Warranty - Limits** - L&S ensures that Products are free from manufacturing defects. This warranty is granted for one year after delivery of the Products, unless otherwise agreed in writing. This warranty does not cover light sources supplied with the light fitting (incandescent lamps, halogen lamps, fluorescent lamps and gas discharge lamps). This warranty does not include shortages, differences related to colors, materials and sizes, as well as irregularities of packaging, which are normally tolerated in the business practice (so called: tolleranze d'uso) at the time and at the place of delivery to the carrier or to the forwarding agent.  
The L&S warranty obligation is expressly limited to the following remedies: delivery of Products which have been ascertained as missing, replacement of returned Products which have been ascertained as defective or, in both cases, at the sole choice of L&S, a corresponding price reduction.  
Any other different warranties and remedies, express or implied, including – by way of example - any warranties of merchantability or fitness for a particular purpose of Products are expressly excluded. Likewise, any compensation for damages or indemnities, regardless the beneficiary and the claimant, are expressly excluded.
11. **Returns** – L&S shall not accept returned goods unless authorized in writing by L&S itself. The shipment shall be at Client's charge, who shall attach the duly completed authorization form. The returned goods accepted by L&S shall be credited at the invoice price paid at the purchase, minus depreciation for age, wear and tear or damages attributable to the Client.



In case of Products returned and ascertained to be defective, the provisions of article 10 above (warranty) shall apply, if and to the extent the conditions therein set forth exist.

12. **Complaints** – Any claims for shortages, breakdown, pilferages or damages due to transportation, which appear from an external examination of packages containing the Products, shall be raised, under penalty of loss of the right, at the time of delivery by the Client, with a detailed annotation signed by the Client itself and attached to the transport and delivery documentation. Any complaints or defects, breakdowns, shortages and damages which do not appear from an external inspection of packages, shall be raised, under penalty of loss of the right, by registered mail with acknowledgment of receipt or sent by certified mail (PEC) to L&S within 8 (eight) days from receipt of Products in case of apparent defects, breakdowns and shortages, and within eight (8) days from discovery for hidden defects. The right of the Client to raise any claim shall expire, in any case, after one year from delivery of Products. A pending of a complaint or allegation of warranty claim shall not constitute a reason, for Client, to delay or suspend the payment of the price, even in part. It is expressly excluded the Client's right to set-off any credit arising out of the warranty under Article 10 above.
13. **Payments** - The place of performance of any payment obligation of the price shall always be L&S registered office. Such place shall not be changed in case of issue of a promissory notes or a bills of exchange/draft, or bank receipts. Only payments made directly to L&S or to its representative in possession of regular authorization shall be deemed valid.  
Payments shall be made according to the terms and conditions specified in the order confirmation.  
Without prejudice to the provisions of Article 8 (suspension) above, default of payment and/or failure to meet the agreed deadlines shall entitle L&S to request interests to the extent set forth under art. 5 of the Legislative Decree no. 231 of 2002, without prejudice also of L&S's right to claim additional (greater) damages. In such event, the whole outstanding balance becomes due (i.e. expiry of time limit) and L&S shall be entitled to request the immediate payment of any amount due at any title.
14. **Trademarks** – The Client is expressly forbidden to remove, suppress or alter in anyway, trademarks or distinctive signs affixed to the Products, as well as to affix new trademarks or distinctive signs of any kind. Unless otherwise expressly authorized by L&S in writing, it is prohibited any form of reproduction or use by the Client of the trademarks and other distinctive signs affixed to the Products.
15. **Written Form** - The provisions of these General Conditions shall not be amended or terminated verbally, nor assumption of obligations or waive of rights can validly be made orally, but exclusively by a document signed by the party against whom the modification, termination, assumption or waive shall have effect.
16. **Applicable Law and Jurisdiction** – Competent Court - All sale and purchase agreements with L&S are regulated by the Italian law. The application of the United Nations Convention on Contracts for the International Sale of Goods (1980) is expressly excluded. Any disputes that may arise out of (or in connection with) sale and purchase agreements shall be submitted to the exclusive jurisdiction of the Court of Pordenone (Italy).