



DOMUS LINE

Domus Line srl

Sede Operativa:

Via Maestri del Lavoro 1
33080 Porcia (PN) – Italy

Sede Legale:

Via Olmetto, 17
20123 Milano (MI)

P.IVA IT10105890965

C.F. IT10105890965

Cap. Soc. Euro 1.000.000 i.v.

Ischr. Reg. Impr. MI10105890965

T. + 39 0434 595911

info@domusline.com

www.domusline.com

Certified Company

ISO 9001:2015

ISO 14001:2015

OHSAS 18001



Domus Line srl GENERAL CONDITIONS OF SALE

1. ACCEPTANCE AND PURCHASE ORDERS

- 1.1 These General Conditions are a binding agreement between Domus Line (also referred to as the "Company") and the Client ("Clients"). No change, modification or revision of the terms and conditions herein contained shall be valid unless in writing and signed by an authorized representative of the Company.
- 1.2 Any term or condition proposed by the Clients, which is inconsistent with or in addition to the terms and conditions contained herein shall be considered objected to by the Company without further notice and shall not be binding.
- 1.3 The Purchase Orders (the "Orders") are subject to approval of the Company and shall be valid for thirty calendar days from the date of the receiving. The Orders are irrevocable and are considered accepted only upon Domus Line's written confirmation ("Confirmation" or "Order Confirmation").
- 1.4 Even the Orders collected by agents and/or representatives, are subject to approval and acceptance by an authorized representative of the Company. The Confirmation can also be partial and the Orders are subject to Domus Line's stock availability.
- 1.5 The delivery dates specified in the Order Confirmation are indicative and not binding for the Company.

2. RETENTION OF TITLE

- 2.1 DOMUS Line shall retain title in all the goods supplied (the "Products"), until the Client has paid in full all outstanding invoices and debts owed to the Company. Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of these General Conditions.
- 2.2 The Client shall immediately inform Domus Line of any circumstance that may affect the enforceability of the Retention of Title. The Client shall adopt all the measures necessary so that the Company may obtain the full and satisfactory application of the Retention of Title on the Products.
- 2.3 The Client shall bear all the risks related to the delivery of the Products since the date of their shipping, therefore shall be bound to pay the price of the Products even in case of non-delivery due to Force Majeure and/or events beyond the Domus Line's control (see also the provisions contained in article 6.).

3. PRICES

- 3.1 The prices indicated in Domus Line's Catalogue (the "Price-List"), in case there is one, are considered Official Prices and shall be applied on Purchase Orders.



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Any discount and/or promotion have to be agreed in writing with the Company.

- 3.2 It is however agreed that the Prices are binding for the Clients only when approved by the Company on the Order Confirmation ("Sale Prices").
- 3.3 Official Prices and Sale Prices do not include: VAT, installation costs, special packaging, shipping and insurance costs, that have to be quoted separately.
- 3.4 Notwithstanding what provided in the above article 3.2 it is agreed that all the prices are indicative and therefore subject to possible variations due to increase of raw materials cost and/or production cost.
- 3.5 Domus Line shall promptly inform the Client of any unexpected increase of the production costs. If the Client does not accept the increase of the Sale Prices, Domus Line shall be entitled to cancel the Order Confirmation and the Client shall have no right to claim any damage or other form of compensation.

4. CURRENCY

- 4.1 Prices are quoted only in Euros. Any quotation in a different currency has to be agreed in writing.

5. CUSTOM-MADE PRODUCTION

- 5.1 Domus Line is also available to produce "custom-made series" through a technical team entirely dedicated to the implementation and quotation of special projects.
- 5.2 In such cases the Sale Prices, the Minimum Orders and the Terms of Delivery have to be agreed in writing upon specific request of the Clients.

6. TERMS OF DELIVERY AND FORCE MAJEURE

- 6.1 Unless otherwise agreed in writing the Delivery of Products shall be ex-works (Incoterms 2010) at Domus Line's premises, Porcia via Maestri del Lavoro n.1 (ITA).
- 6.2 If a different method of delivery is agreed, all the risks, cost and expenses (insurance included) shall be borne by the Client that shall have no right to any claim for losses or damages incurred during transportation.
- 6.3 Delivery Terms are not binding therefore the Clients are not entitled to cancel (even partially) the Orders or to claim any damage in case of delay due to events of Force Majeure (such events include but are not limited to strikes, earthquakes, fire, floods, hurricanes, act of terrorism, riots, act of sabotage et cetera) or for any other circumstance beyond DOMUS Line's control, such as (included but are not limited to) order or injunction of local authorities or relevant laws, shortage of labour force, and/or materials, and/or raw parts, and/or energy, and/or fuel, et cetera.
- 6.4 In all the above mentioned cases the Company is entitled terminate the Contract and/or cancel the Order (wholly or partially) without incurring in any damage or claim from the Clients.



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7. CLAIMS

- 7.1 All the obligations of the Company shall cease upon delivery of the Products to the Shipper regardless of any form of Incoterms clause the Parties have agreed on the Confirmation Order or in any other document.
- 7.2 Any claims related to the Products must be notified to the Company in writing, within eight days from receipt of the Products. After the expiration of such term the Products are considered finally accepted and no further claim is allowed except for what provided in article 9. (warranty clause).
- 7.3 It is understood that no refund and/or compensation shall be granted unless previously agreed with Domus Line.

8. PAYMENTS

- 8.1 The Clients shall effect the payments according to the terms and conditions specified in the Confirmation Order; any other form of payment shall not relieve the Client from its obligations.
- 8.2 Domus Line is the only subject allowed to receive the payments from the Clients. The payments are not considered validly effected until the official confirmation of receipt from the Company.
- 8.3 For no reason the Client is entitled to suspend and/or to delay the payments, not even in case of judicial litigation, arbitration or any other form of dispute.
- 8.4 In case of any delay in payments, the Client shall pay interest at a rate corresponding to the rate applied by the European Central Bank (Euribor), plus seven percentage points (according to the provisions contained in EC Directive 35/2000). If the delay exceed 15 working days, the Company is entitled to terminate the contract, to retain the part of the price already paid, to ask for the return of the Products delivered and to claim any other damage suffered.
- 8.5 If the Parties have agreed a payment in instalments, failure to pay even a single instalment shall entitle Domus Line to immediately demand the whole amount owed by the Client and/or to terminate the contract with the consequent immediate return of the Products and the acquisition of any instalments paid up to that time, without prejudice of payment of all the damages incurred.

9. WARRANTY

- 9.1 The products are guaranteed for the manufacturing defects over a period of 24 months, starting from the date of delivery. This Warranty shall cover exclusively the repair or replacement costs of the defective products and does not cover any other damage and/or expense.
- 9.2 The Products must be installed and/or used in compliance with all the technical specifications and instructions supplied by Domus Line.



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- 9.3 The Products must also be installed and/or used in compliance with the laws and technical specifications (regarding the electrical appliances) in force in the country where the products shall be installed and/or used.
- 9.4 The Clients therefore expressly indemnifies Domus Line from any liability arising from any improper use, and/or any failure to comply with the safety standards, technical specifications and laws in force in his country and/or in case of non-compliance with the instructions supplied by the Company.
- 9.5 In case of absence of other applicable rules for the testing of the equipment, the rules established by the CEI (Italian Electro Technical Committee/Comitato Elettrotecnico Italiano) shall be applied.
- 9.6 Exclusions from Warranty include also all failures and faults due to:
- a. force majeure;
 - b. damages caused by improper use of the Products and the related equipment;
 - c. incorrect installation and/or breakage caused by incompetence and/or negligence of the Client;
 - d. all the events beyond the control of Domus Line such as: thermic overload, bad or insufficient maintenance, non-authorized replacement of pieces and/or modifications, normal tear and wear of the Products;
 - e. any sort of tampering with the equipment by people or technicians not expressly authorized by Domus Line.

10. CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS

- 10.1 Domus Line has provided to the Clients technical and commercial information related to the Products and the Company's know-how (Confidential Information). The Clients therefore:
- f. shall maintain the Confidential Information in the strictest confidence and shall not divulge any of them to third parties without the prior written consent of Domus Line;
 - g. shall not make use of the Confidential Information other than for the purpose of evaluating the Purchase of the Products;
 - h. shall restrict access to the Confidential Information only to the personnel and staff strictly necessary;
 - i. shall not market, sell or distribute any product with design, form and technical specifications, similar or even only comparable to the Products;
 - j. expressly acknowledges the Proprietary Rights of Domus Line on all the Confidential Information and that their disclosure shall not confer to the Client or third parties any rights whatsoever.
- 10.2 The obligations of confidentiality shall apply for a period of 10 years from the date of the last Confirmation Order.
- 10.3 No provision contained in these General Condition may be construed to grant to the Client whatsoever license or right of any nature regarding any proprietary rights, trade secrets, trademarks, inventions and Confidential Information belonging to Domus Line.
- 10.4 The Client shall indemnify the Company against any loss arising from the disclosure or the unauthorized use of the Confidential Information caused by



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its personnel, advisers, agents or representatives and/or by any associated or however related company.

10.5 Confidential Information includes, without limitation:

- k. Domus Line projects, know-how, design, instructions and technical specifications;
- l. any kind of software or electronic data including videos, photos and pictures posted and/or showed and/or sent by the Company;
- m. any document and information regarding selling, distribution and marketing techniques and/or selling methods and strategies;
- n. any information or specification regarding the Products;
- o. financial projections, including but not limited to, annual sales forecasts and targets;
- p. sales information relating to the Products;
- q. any list containing the relevant data about clients, distributors, agents, suppliers and other business contacts of Domus Line;
- r. any invention, discovery, development, method, process, work, concept and idea (whether or not patentable or copyrightable) conceived, produced, developed, created or owned by Domus Line.

11. DISPUTE AND GOVERNING LAW

11.1 This General Conditions and the agreements resulting from the acceptance of the Orders shall be construed and interpreted in accordance with the Italian Laws.

11.2 Any dispute, controversy or claim arising out of or in connection with this General Conditions and the Orders, shall be subject to the exclusive jurisdiction of the Court of Pordenone (Italy) and shall be governed by Italian Law.

12. PRIVACY

12.1 Domus Line complies with the provisions contained in D.lgs. 196/2003 (so called Data Protection Code "DPC") and all the subsequent Italian and EC laws and regulations, regarding Privacy and Data Protection.

12.2 According to some recent modification of the Italian legislation (Law n. 214/2011 "Urgent measures for growth, equity and the consolidation of the public finances"), all the data relating to legal entities, bodies or associations are excluded from the application of the DPC and information concerning such legal entities, bodies or associations does not fall within the standard definition of personal data. Therefore, legal entities, bodies and associations are no longer considered Data Subjects.

Rif. Mod. M05-05 r2 Domus Line GENERAL CONDITIONS OF SALE
release of March 8th 2018 by Domus Line Marketing Dpt.

Approved by Eliano CHIESURIN
President & Sales Manager