

## **GENERAL TERMS OF AN AGREEMENT**

**Art. 1 (Content of the agreement)** - Agreement between parties is regulated by the terms and conditions to be found in the order and in its acceptance, whereas, for what has not been explicitly envisioned by parties during the negotiation stage, the following general terms of agreement are applied.

**Art. 2 (Payment term)** - Payment term shall be determined from time to time depending on the specific agreement between parties.

In case of delayed payment, interests – calculated as per bank rate in force in Italy – shall be due on arrears.

Unless differently agreed upon, within a continuative contractual relationship, New Life s.r.l. is authorized to issue a partial invoice on a weekly basis for already provided services.

The customer shall not suspend payments because of objections to the quality and functionality of the goods sold, or for whatever other objection or litigation between parties.

**Art. 3 (Term for the delivery of goods)** - Unless parties have agreed on a different, specific pact, delivery terms indicated in the order are merely indicative. Therefore, it shall not be possible for the customer to consider the same as essential terms for the purposes of agreement dissolution.

**Art. 4 (Explicit dissolution clause)** - Should the customer fail to collect the goods – that are the subject-matter of the purchase and sale agreement – within 30 days from order expiry date, the agreement shall automatically be deemed dissolved.

New Life s.r.l. shall be entitled to sell the goods to third parties and claim compensation for the greater damages incurred as a result of customer's failure to execute the agreement.

Failure to pay even just one instalment of the agreed price shall entitle New Life s.r.l. to expect the payment of the whole price, triggering the acceleration clause. In all cases, said customer conduct shall cause automatic dissolution of the agreement.

**Art. 5 (Property transfer)** - Before the supply is paid in full, the goods remain New Life s.r.l.'s property.

**Art. 6 (Risk transfer)** – The goods shall be checked upon unloading before the delivery document is signed. Should this be impossible, signing with a specific reservation is recommended. Otherwise we may not be liable for the damage incurred. Should damage due to transport be detected, the same shall have to be notified in writing to the carrier with a copy to New Life s.r.l., and shall be handled only if effected within 7 days from receipt of goods and only in case of carriage paid delivery.

**Art. 7 (Information for manufacturing the goods)** - The company reserves the faculty to make improvements and changes to the models for materials, sizes and manufacturing type, with no obligation of prior notice.

Except in the case of particular agreements written prior to order confirmation, upholstery shall be realized at the company's discretion.

The fabric shall be applied in the way which is deemed the more appropriate, except in the case of specifications written at the moment of order.

**Art. 8 (Fabric provided by the customer)** - The covering with fabric supplied by the customer shall be carried out at a price to be agreed upon.

Fabrics sent by the customer shall have to be received at New Life s.r.l.'s premises free port/carriage free, and, when coming from abroad, be furnished with their certificate of origin, indispensable for customs clearance in Italy. Any possible transport and/or customs expenses borne by us, shall be charged back to the customer whenever request for their payment reaches New Life s.r.l.

**Art. 9 (Dye provided by the customer)** –The customer's dye sample shall be executed at a price to be agreed upon.

**Art. 10 (Guarantee in case of defects)** – Possible complaints shall be notified to New Life s.r.l. within 8 days from receipt of goods, in writing, and with their specific date, provided condition of the goods is the same they were supplied in, have not been processed and/or treated superficially and/or tampered with by the customer, and all prescriptions for their correct employment have been complied with.

No substitution of goods may be effected without written authorization from New Life s.r.l.. Returns of goods unauthorized beforehand shall not be accepted, nor shall their cost be charged to New Life s.r.l.

**Art. 11 (Tolerances)** – The goods being the subject matter of the agreement that are made of solid wood may differ in the color shade of the various elements forming the product.

When products are bought at different moments, the time gone by and other climate-environmental factors may determine changes in color and/or shade.

Since said differences cannot be eliminated - as they are the result of typical features of the material employed -, the same cannot be the subject-matter of a complaint, or of an excuse for returning the goods, nor can they be considered faults and/or defects of the product.

The company shall not be liable for any possible differences in the shade of the fabrics employed, in case of supplies effected in different moments.

**Art. 12 (Consumer's rights)** – Should it be possible to qualify the customer as a consumer pursuant to the "Codice del consumo" <sup>(1)</sup> in force, except as provided by the previous article, it is hereby specified that the consumer has rights as regulated in section II, chapter I, "Codice del consumo".

To exercise the guarantee for defects which may validly be the subject-matter of a complaint, it shall be necessary to send New Life s.r.l.'s premises a written complaint with a precise date, within the terms envisioned in the "Codice del consumo" or *Consumption Code*.

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<sup>1</sup> "Consumption Code", issued with legislative decree dated 6<sup>th</sup> September 2005, no. 206, in force since 23<sup>rd</sup> October 2005 (**translator's explanatory note**).

**Art. 13 (Termination)** – Should customer solvency cease, New Life s.r.l. shall be entitled to terminate the agreement at any moment during its execution, at no cost.

Counterparty may terminate the agreement provided it pays a penalty equal to 10% of the amount agreed upon.

Should a multiplicity of agreements exist between New Life s.r.l. and the customer; if customer solvency ceases, or if even just a single instalment of one of the agreements in force between parties is not paid, New Life s.r.l. shall then be authorized to terminate all existing agreements binding the parties, or some thereof, upon New Life's unobjectionable judgment, without this legitimizing the customer to demand payment of damages or of an indemnity.

**Art. 14 (Competent court)** – Parties agree for Italian jurisdiction exclusively.

For whatever litigation may arise in connection with the agreement, the Court of Udine shall be competent.

**Art. 15 (Law applicable)** – The norms applicable for settling all litigation - in whatever manner linked to the agreement -, are the Italian ones.