

GENERAL CONDITIONS OF SALE

1. Introduction and effectiveness of the General Conditions

1.1 These general conditions of sale (hereinafter, "General Conditions") regulate the purchase, made remotely via Internet, of the products made available on the Website www.reginatofratelli.it (hereinafter, the "website ") in compliance with the applicable Italian legislation including, by way of example, Legislative Decree 70/2003 and subsequent amendments and additions.

1.2 The seller of the products and owner of the Website is: Reginato F.lli S.r.l. with single member, with registered office in via Toscana 27, 310368 Padernello di Paese (TV) Italy – vat number 00190030262 and registered at Treviso Business Company Register no. 85980, Certified e-mail address: info@pec.reginatofratelli.it (hereinafter: "Reginato").

1.3 The purchase of products through the website is reserved only for subjects operating in the wholesale/ business and/ or professional field, being excluded the purchase by "consumers" (natural persons acting for personal consumption purposes or domestic or in any case not related to one's commercial, entrepreneurial or professional activity, possibly carried out). Reginato reserves the right not to process orders from "consumers".

1.4 The customer who accesses the website to make purchases (hereinafter "Customer") must register on the Website, by accessing the reserved area. Registration requires the compilation of the appropriate fields, as well as the reading and acceptance of the General Conditions and the Reginato Privacy Policy. In particular, before sending the order, the Customer is required to read carefully these General Conditions that have been made available to him on the website and which will be available at any time by the Customer through the link contained in the confirmation email of each order to allow it to be reproduced and memorized (in accordance with article 12, paragraph 3 of Legislative Decree 70/2003).

1.5 These General Conditions apply to all sales contracts between Reginato and Customer concerning the products offered for sale on the website. Derogations or changes to these General Conditions will not be valid or binding for Reginato without the prior written consent of the latter; any written consent must in any case be considered limited to the individual sales contract for which Reginato has expressed it.

2. Acceptance of the conditions of sale

2.1. The exposure of products/ articles and prices on the website has the value of an invitation to propose in accordance with art. 1336 of the Civil Code. The order subsequently sent by the Customer constitutes a purchase offer, subject to acceptance by Reginato. Therefore, the contract between Reginato and the Customer must be considered concluded with the acceptance, even if only partial, of the order by Reginato, which reserves the right, at its sole discretion, to accept or refuse the order. By placing an order in the various ways provided, the Customer declares to have read all the information provided during the purchase procedure and to fully accept these General Conditions.

2.2. Once the online purchase procedure has been completed, the Customer can print, save in electronic copy and keep these General Conditions of Sale.

2.3. Any right of the Customer to compensation for damages or reimbursement is excluded, as well as any contractual or non-contractual responsibility of Reginato for direct or indirect damages caused by the non-acceptance, even partial, of an order.

3. Prices

3.1 All prices on the website are to be understood as prices to the public not including VAT or other taxes (which will be counted in the order confirmation, if due), and are expressed in Euro. The prices are calculated "Ex Works" unless otherwise agreed in writing, in which case Reginato will give the Customer the information regarding the cost of transport that will be added to the sale price.

3.2 Reginato reserves the right to change prices at any time, without notice. The changes will be valid from the time of publication on the Site and will not affect the orders already submitted previously by the Customer.

3.3 In the event that a price is clearly wrong and/ or clearly not corresponding to the real commercial value, for whatever reason (error in our systems, human error, etc.), the order will be cancelled, even in case of validation initial payment, and any amount paid will be reimbursed, without any further liability for Reginato.

4. Products and methods of purchase

4.1. The Customer can only purchase products present in the Reginato electronic catalogue at the time of placing the order and viewable on the website, as described in the relevant information sheets. Reginato reserves the right to modify at any time the catalogue of products on the website and related information, without prior notice. The changes will apply from the time of publication on the website and will not affect the orders previously sent by the Customer.

4.2 It is understood that the image of a product present in the website may not be perfectly representative of its characteristics, and may differ from the actual one, as this may happen due to technical reasons connected with the browser or the monitor used. In any case, all the information to support the purchase are intended as simple general information, not referable to the real characteristics of each product and are not subject to specific warranty.

4.3. Reginato reserves the right to limit, at any time, the quantity and/ or type of items purchased on the website. The style and models of the products described on the website may be changed without notice. Reginato is not responsible towards the Customer in case of non-availability of a product if this occurs before the conclusion of the contract. Orders through the website can be made for a value net of taxes (where applicable) not less than € 300.00 (three hundred/ 00 euros), no matter what type of product. Reginato is in no case responsible for any errors deriving from the failure of the Customer to connect to the Website.

4.4. The Customer acknowledges and accepts that the procedure for ordering products through the Website will take place according to the following steps:

1. The Customer, upon registration and access to the reserved area, must fill in the order form correctly and completely following the instructions received and displaying truthful data for which he assumes all responsibility (product selection, quantity, indication of the other required data, choice of payment and delivery methods, ...). In case of material errors in the compilation, the system will not allow to proceed with the purchase until the errors have been corrected.
2. Before sending the order, the customer in a special screen will display a summary of the data identifying the order. The Customer will be asked to carefully read the summary and the General Conditions of Sale, as well as to print and store copies of the aforementioned documents for personal use. The Customer will be able to identify and correct any data entry errors before submitting the order;

3. The Customer will send the order electronically through the Website, paying immediately or assuming the payment obligation according to the chosen method, and expressly accepting these General Conditions of Sale. The order constitutes a purchase offer.

In accordance with Article 12 of Legislative Decree 70/2003, the Customer acknowledges that every order sent electronically is stored digitally on the server at the registered office of Reginato and in paper form according to

criteria of confidentiality and security. Copy of the order can be provided upon request by the Customer in electronic or paper format.

The contract can be concluded in Italian or English.

4.5 Once verified the data and the availability of the products, Reginato will promptly notify the Customer via e-mail (sent to the address communicated by the Customer) the acceptance or rejection of the order. In case of acceptance of the order, the sales contract will be concluded with the receipt of the Reginato mail by the Customer and the message will contain the essential information related to the order (summary of the conditions applicable to the contract, information on the product purchased, price, means of payment, any delivery costs and applicable taxes) as well as information on the shipment of the products and the expected delivery date. The Customer must promptly notify via e-mail to Reginato any errors contained in the order acceptance email. The Customer can also check the status of his order by accessing the web area dedicated to him under "Order Status".

4.6. The site shows the types and products available when ordering. Since the simultaneous access of many user-users and the simultaneous possibility of "online" orders change the availability of the product, Reginato does not guarantee the availability of the ordered goods. In the event of temporary unavailability of ordered products, Reginato may, at its discretion, refuse the order or decide to process it by communicating the timing of the order by e-mail to the Customer. Reginato may also propose to the Customer the purchase of alternative products that the latter will be free to accept or not; in case of non-acceptance, the Customer will have the right to withdraw from the contract and refund the price eventually paid, excluding any further liability for Reginato.

5. Method of payment

5.1 Advanced Bank Transfer

In case of payment by Advanced Bank Transfer, the shipment of the ordered products takes place only after the effective and full credit of the price on the Reginato c/c, which must take place within 5 working days from the date of Reginato e-mail of the order. Reginato reserves the right to cancel the order and, consequently, reserves the right to terminate the contract of sale in case of no-receipt of the payment.

The details of the bank transfer must include the beneficiary (Reginato F.lli Srl with sole shareholder) and the identification of the order (year, type and order number), which is issued in the order confirmation email.

The bank details on which the wire transfers will be carried out (with the exception of future changes that will be adequately disclosed in writing) are as follows:

BENEFICIARY:

Reginato F.lli Srl

DENOMINATION AND ADDRESS OF THE BANK:

Banca Intesa San Paolo
Piazza D. Franceschetti 11
31036 Istrana (Tv) - Italy

IBAN CODE:

IT15 D030 6961 7430 0000 0580 086

SWIFT CODE:

BCITITMM

5.2 Only for regular customers, Reginato may authorize the Customer to pay with the customary methods reserved to him. With regard to the bank transfer rules, article 5.1 applies without prejudice to the provisions of Articles 5.3 and 5.4.

5.3 Payments must come exclusively from current accounts held in the name of the person who received the sales invoice.

5.4 In case of total or partial non-payment at the deadline (whatever the agreed payment method) Reginato reserves the right to suspend the order fulfilment until full payment is made and / or to terminate the contract of sale made without prejudice to any other right, including the debiting of default interest and the reimbursement of any further damages incurred.

6. Delivery methods

6.1 Unless otherwise agreed in writing, the products sold through the website are delivered by Reginato with the term "Ex Works" (EXW - ex works) at its headquarters located in via Toscana n. 27, 31038 Padernello di Paese, Treviso – Italy – according to the Incoterms® of the International Chamber of Commerce effective on the date the order is sent by the Customer. For regular customers, the transport will be carried out by Reginato with the times and methods used for standard orders, except for different customer needs, in which case Reginato reserves the right to separately quote transport costs. In case of an Ex Works delivery, the Customer is responsible for organizing the collection of the purchased products at Reginato warehouse at his own expense, as well as all the risks related to the products (for example, risks of loss or damage) from its collection as provided by the term Ex Works. In case of delay in picking the goods ready the day communicated by Reginato, the Customer may be charged for the additional days of deposit and any other expenses incurred.

6.2 For each order sent via website, Reginato will issue an invoice for the products shipped. For the issuance of the invoice, the information provided by the Customer at the time of the order shall prevail, which the Customer assumes exclusively for all responsibility.

No changes in the invoice will be possible after the issuance of the same.

6.3 Delivery times of the ordered products start from the date of the order confirmation e-mail notification by Reginato and are purely indicative, never mandatory. In any case, any unforeseeable delays due to causes not attributable to Reginato will relieve the latter from any responsibility.

7. Guarantees and limitations of responsibility

7.1 Reginato responds for any defects or lack of quality of the products sold to the Customer through the Website pursuant to art. 1490 and following of the Civil Code. To use the warranty services, the Customer must keep the invoice (or the DDT) that he will receive together with the purchased goods. The Customer can always download the invoices related to his purchases from the Site, accessing the reserved area.

7.2 Upon receipt of the goods, the Customer is required to promptly check the correspondence between what was ordered and what was received, as well as the status of the packaging and the contents. Any discrepancy of

any kind detectable at delivery (obvious vices) must be reported in writing to Reginato in the manner indicated in Article 8 no later than 8 (eight) days from receipt of the goods by the Customer, under penalty of forfeiture. Any hidden defects must always be reported in the same manner no later than 8 (eight) days from discovery, under penalty of forfeiture. The reports must specify the defects found and contain all the information necessary for the identification of the product and its traceability. It is understood that any damage or loss of the goods during transport will not be attributable to Reginato except only in the cases in which Reginato expressly agreed in writing a delivery period with which it assumes responsibility and risk of the goods until delivery in a place other than its headquarters, and in that case will be responsible until delivery to that location. It is therefore, as a general rule, the Client's duty to assert his rights towards the carrier appointed by him, as well as to arrange for the insurance of the goods during transport.

7.3 If even after the outcome of any verification, it results that Reginato is responsible for the discrepancies as indicated above by the Customer, Reginato will, at its own expense, collect and supply the replacement or the missing product or, in case of unavailability of the product, refund of the price paid.

7.4 Nothing else may be claimed by the Customer, in particular any responsibility of Reginato for direct or indirect damages to the Customer or third parties in relation to the products sold, except in cases of wilful misconduct or gross negligence or the mandatory rules of law.

7.5 Moreover, except for the mandatory regulations of the law, Reginato will be exonerated from any responsibility in the following cases:

- malfunctioning or disruption of telecommunications networks, independent of Reginato or its suppliers; or
- fraudulent use of credit cards and means of payment of the Customer, where Reginato has adopted all appropriate caution according to the best available techniques and using the due diligence.

7.6 It is understood that any complaints or disputes do not entitle the Customer to suspend or delay payments.

7.7 It is exclusive responsibility of the Customer to verify the conformity of the purchased products with respect to the laws and regulations in force in the countries of their final destination. The Customer relieves Reginato from any responsibility in this regard.

8. Address for complaints

Any complaint must be addressed to:

Reginato S.r.l.

Via Toscana 27,

31038 Padernello di Paese (TV) - Italy

and can be sent by registered mail to the aforementioned address, or via PEC to the address info@pec.reginatofratelli.it or by e-mail to ordiniweb@reginatofratelli.it.

9. Applicable law and Disputes

9.1 These General Conditions and any sales contract between the Customer and Reginato are regulated by the Italian law.

9.2 For the resolution of disputes that may arise between Reginato and the Customer in relation to these General Conditions or individual sales contracts, the Court of Treviso (Italy) will have exclusive jurisdiction.

10. Industrial and intellectual property rights

10.1 Industrial property rights (trademarks, patents, etc.) pertaining to products sold in the website belong to their respective owners and no close of these General Terms may be interpreted as a license to exploit said rights to the Customer or third parties.

10.2 The industrial and intellectual property rights on the website belong exclusively to Reginato. Any use of the content of the website other than specifically authorized herein and aimed at the purchase by e-commerce of the items sold by Reginato is strictly forbidden.

10.3 It is not permitted to the Customer or third parties to publish or otherwise make available the material protected by copyright, trademark or other property right without the express authorization of the owner of these rights.

10.4 The Customer must hold harmless and relieve Reginato from any damage suffered as a result of violations of the aforementioned provisions by the Customer himself or his successors.

11. Force majeure

11.1 Reginato may suspend the performance of its contractual obligations when such execution is rendered impossible or unreasonably burdensome by an unpredictable impediment independent of its will (such as, but not limited to) natural events, wars, terrorist acts, legal provisions or acts public authority, energy disruptions, strikes, fires, etc.).

11.2 Reginato shall promptly notify the Customer of the occurrence of one of the aforementioned events, its effects on the performance of the contract and subsequently its termination.

11.3 If the suspension lasted longer than six (6) weeks, each party will have the right to terminate the sales contract by communicating it to the other party in writing, without any liability for Reginato for non-execution of the contract.

12. Modifications

The General Conditions may be modified by Reginato at any time without notice and will be valid from the date of publication on the Site. The modifications will therefore not apply to orders sent prior to their publication.