

General Terms and Conditions of Sale

- A. SM'art s.r.l. (“**SM'art**”) does not sell its products (“**Products**”) directly to consumers but only to entrepreneurs and professionals (hereinafter: “**Buyers**”) who work habitually in the furniture, interior design and construction sectors (“**Market**”).
- B. It must therefore be considered that the Buyers are equipped with the skills that allow them to accurately assess the technical characteristics of the Products, their physical condition, their suitability for processing in the next production cycle and for being usefully employed on the Market to satisfy the specific purpose for which they are ordered.
- C. The following terms and conditions (“**General Terms and Conditions**”), which will prevail over any general terms and conditions of purchase of the Buyers (even if these are referred to in their orders), can be printed from the link indicated in the order confirmation and are applicable to all sales agreements entered into by SM'art starting from March 2025, unless otherwise authorised in writing by SM'art or unless the order confirmation specifies particular conditions that are objectively incompatible with those indicated in these General Terms and Conditions.
- D. The weights, measurements, capacities, yields, colours and any other data regarding the Products shown in the catalogues, price lists and any other promotional material used by SM'art, as well as the samples and models sent to the Buyers, are merely an approximate indication of the characteristics of the Products and are in no way binding for SM'art.
- E. The Buyers acknowledge that only the indications stated on the “product sheets” are valid for the exact identification of the technical characteristics of the Products, it being understood that said indications are always and only the result of approximate (albeit reasonably reliable) averages which consider the usual tolerances required by international standards. For illustrative purposes only, the Buyers should be aware that any slight differences in colour between different types of Products are to be considered acceptable.

1. NEGOTIATION OF THE AGREEMENT

- 1.1. Any offers made by SM'art cannot be considered proposals and are therefore not binding for SM'art. They merely indicate its willingness to negotiate entry into an agreement for the sale of the Products.
- 1.2. Buyers' orders must be sent to SM'art in writing and become binding only after SM'art has issued the corresponding order confirmation and on the condition that the Buyers, who are responsible for verifying the integrity and accuracy of their order, do not raise any objections within the following two days.
- 1.3. It is assumed that the content of the sales agreement corresponds to that of the order confirmation if the Buyers do not expressly contest it, highlighting in writing the points in which the content of the order confirmation differs from their order, within the mandatory term of two days from receipt of the order confirmation.
- 1.4. Buyers may not revoke their order after they have received the corresponding order confirmation from SM'art; however, orders for Custom-Made Products (see below) may be revoked as long as SM'art has not yet started the production process.
- 1.5. SM'art may suspend fulfilment of the agreement if the Company with which SM'art insures the amount receivable from the Buyers notifies it that it cannot grant coverage due to a negative assessment of the Buyers' reliability or that it must reduce or revoke coverage due to the deterioration of their economic/financial situation. In this case, SM'art will be entitled to suspend fulfilment of the agreement until the Buyers provide a suitable guarantee for the amount due, possibly even proposing different payment terms to those indicated in the order confirmation, on condition that SM'art, at its sole discretion, deems them sufficient to protect the amount receivable.
- 1.6. If the Products are made to specifications supplied by the Buyers (“**Bespoke Products**”), SM'art may produce more than the quantity ordered as shown in the following table:

Number of Products ordered	Number of Products that may delivered in addition to the number ordered
1-9	2
10-19	3
20-29	4
30-49	5
50-79	6
80-99	10
100-199	15
200-399	20
400-599	40
600-1000 or more	60

- 1.7. The Buyers guarantee that the specifications supplied by them will not be in breach of any third-party industrial or intellectual property rights and that, failing this, they will indemnify SM'art against any financial consequences that may arise.
- 1.8. Any know-how supplied by the Buyers and used by SM'art to make the Bespoke Products shall be considered acquired by SM'art without the Buyers being entitled to make any claims.
- 1.9. SM'art and the Buyers are mutually bound to maintain the confidentiality of all data exchanged for the fulfilment of the order.

2. DELIVERY OF PRODUCTS

- 2.1. SM'art reserves the right to deliver a maximum of 10% of downgraded first choice Products with small defects. These will be invoiced with the discounts indicated in the price list.
- 2.2. Delivery times shall always be considered purely indicative.
- 2.3. The shipping and delivery method will depend on the Incoterms adopted in the order confirmation.
- 2.4. In any case, Buyers are always considered solely and exclusively responsible for unloading the Products. To this end, they acknowledge the need for the delivery site to be accessible to 40-tonne vehicles and for the site to be manned by qualified personnel with a forklift capable of safely unloading packages up to 4.3 metres long, 2.2 metres wide and weighing up to 2600 kg.
- 2.5. SM'art is always authorised to make partial deliveries unless the Buyers indicate in writing in their order the reasons why partial delivery would not be useful to them.
- 2.6. Any error in the shipment of the Products must be communicated in writing to SM'art within two days of delivery.
- 2.7. All Products must be considered as having arrived at their destination in perfect conditions unless the transport document signed by the carrier with the wording "accepted.with.reservation" is sent to SM'art within two days of delivery.

3. COMPLAINTS AND RETURNS

- 3.1 Buyers are obliged to check the condition of the Products upon receipt, regardless of the condition of the packaging.
- 3.2 Complaints relating to quantity, weight and colour, or to flaws, defects and non-conformities that Buyers may notice as soon as they receive the Products must be reported to SM'art, under penalty of forfeiture, no later than the peremptory deadline of eight days for Products intended for the domestic market and fifteen for Products intended for the export market, starting from the date of their discovery. In order to be considered admissible, the complaint must be detailed and accompanied by full photographic documentation that allows SM'art to accurately assess both the location of the alleged problem and the size of the area involved.
- 3.3 Hidden flaws, defects or non-conformities must be reported, under penalty of forfeiture, no later than the peremptory deadline of eight days for Products intended for the domestic market and fifteen days for Products intended for the export market, starting from the date of their discovery. Again, in this case, in order to be considered admissible, the complaint must be sent using the methods indicated in the previous article.
- 3.4 Any warranty claims for flaws, defects or non-conformity must be made by the Buyers no later than twelve months from the date of delivery of the Products to the shipping company, as indicated on the transport document. No claims will be accepted after this term.
- 3.5 SM'art is not obliged to replace flawed/defective or non-compliant Products but, subject to their return and the validity of the complaint, shall refund the price (if already paid) or any payment instalments (if the price has not yet been paid in full) with the issue of a credit note. However, if the flawed/defective or non-compliant Products are still partly usable and useful for the purpose for which they were purchased, SM'art may offer the Buyers a proportional reduction in the price which, if accepted, will be incorporated into a credit note for an amount equal to the agreed reduction in the price, allowing the Buyers to retain the Products.
- 3.6 SM'art's warranty obligations are fulfilled with the refund of the price (or any instalments) paid, and with the issue of the credit note, as SM'art is not obliged to offer compensation for direct or indirect damages of any nature resulting from the use or non-use of the flawed/defective or non-compliant Products.
- 3.7 All complaints must be made, within the terms indicated above, before the Products are put to use, under penalty of forfeiture of all warranty rights by the Buyers.
- 3.8 The warranty is also excluded if the Buyers fail to prove that they have used, maintained and stored the Products correctly and that they have not modified, transformed or repaired them without the express consent of SM'art.
- 3.9 All complaints involving returns must be authorised in advance by SM'art.
- 3.10 Products for which a return has been authorised may be refused by SM'art if they are damaged due to inadequate packaging.
- 3.11 Buyers must always reuse SM'art's original packaging when returning Products.
- 3.12 For safety reasons, Products being returned must not protrude from the pallet used. They must be properly secured with suitable straps and, if of different sizes, must be stacked from the largest (bottom) to the smallest (top).
- 3.13 No sales agent or official and no SM'art agent is authorised to accept a complaint and, even less so, authorise a return.
- 3.14 In any case, it is understood that if the return is not economically reasonable, Buyers may avoid it by offering SM'art adequate proof of the destruction of the flawed/defective or non-compliant Products, or of their objective uselessness.

4. RESERVATION OF OWNERSHIP

- 4.1 If payment of the price is to be made in whole or in part after delivery, if the Products delivered are intended for the domestic market, they remain the property of SM'art until the price has been paid in full.

4.2 Products intended for the foreign market, on the other hand, remain the property of SM'art until full payment of the price only if and to the extent that such reservation is permitted by the law of the country to which the products have been delivered. In any case, the Buyers undertake to do whatever is necessary to establish a valid reservation of ownership by SM'art in the most extensive form permitted or to implement a different but similar form of guarantee.

5. LIMITATION OF LIABILITY OF SM'ART AND INDEMNIFICATION OF THE BUYERS

5.1 SM'art complies with the technical regulations in force in the European Union. Buyers therefore assume the risk of any discrepancy between the regulations of the European Union and those of the country of destination of the Products, indemnifying SM'art from all liability.

5.2 Except in the case of wilful misconduct or gross negligence on the part of SM'art, compensation for damages payable to Buyers for any breach of contract by SM'art shall never exceed the price of the Products sold and under no circumstances shall SM'art be held liable for alleged damage to production or alleged loss of profits.

5.3 SM'art is liable for damage to persons or property caused by defective Products only in the event of its gross negligence in their manufacture.

Accordingly, should third parties take legal action against SM'art, invoking the manufacturer's liability without any gross negligence on the part of SM'art in the manufacture of the Products, the Buyers shall indemnify SM'art and exempt it from any financial consequences that may arise.

6. FORCE MAJEURE AND WITHDRAWAL OF BUYERS

6.1 In the event of fire, collapse, flooding, breakdown of SM'art presses (or of its main machinery) not attributable to inadequate maintenance, lack of raw materials, strikes, lockouts or other events due to force majeure that prevent or significantly reduce the production capacity of SM'art or that block transport between the factory and the destination of the Products, the delivery terms shall be automatically extended by 45 days.

6.2 If the extension period has elapsed and the situation of force majeure persists, Buyers may withdraw from the sales agreement, notifying SM'art via certified email.

7. WITHDRAWAL OF SM'ART

SM'art may withdraw from the agreement if there is news of insolvency proceedings initiated against the Buyers or requested by them, or if their economic/financial situation can reasonably be considered no longer secure.

8. PRICE, SUSPENSION OF FULFILMENT AND LIMITATION TO THE POSSIBILITY OF EXCEPTIONS ("SOLVE ET REPETE")

8.1 The sale price of the Products and the methods of payment are indicated in the order confirmation and in the corresponding invoice.

8.2 Any delay in payment of the price will entitle SM'art to suspend supplies.

8.3 Interest on arrears shall accrue from the payment due date, without the need for formal notice, at the rate envisaged by Legislative Decree 231/2002.

8.4 Buyers may not offset the payment of the price against any amounts due to them from SM'art and are required to pay the price in full and on time on the agreed due dates, even in the event of a dispute.

9. JURISDICTION AND APPLICABLE LAW

For any dispute relating or in any way connected to the agreements to which these General Terms and Conditions apply, jurisdiction is assigned exclusively to the Italian Court and competence is assigned exclusively (i.e. with the exclusion of any other alternative court) to the Court of Turin, which will apply Italian law, even in cases of introduction of third parties and related actions.

10. PREVAILING LANGUAGE

For the interpretation of these General Terms and Conditions, the Italian version of their text shall prevail over the English version.