



## GENERAL CONDITIONS OF SALE

### 1. Subject

These General Conditions of Sale (hereafter "Conditions") apply to every offer, order confirmation and delivery made in Italy and / or abroad by dekoGraphics S.r.l. based in Asolo (TV), Via E. Fermi, 14 - P.I. (IT) 03916210267, (hereafter "dekoGraphics") concerning the goods produced and/or sold by the same, destined to a third party, the Purchaser (hereafter "Customer").

### 2. Quality of the goods

The quality of the goods dekoGraphics provide is determined by an agreement with the Customer during the start-up phase of the project and only after having carried out an initial feasibility analysis on the submitted fabrics.

Any certifications, washing conditions, chemical restrictions, deemed necessary by the Customer, must be communicated during this phase.

### 3. Quantity of the goods

During the offer phase, dekoGraphics will communicate to the Customer any minimum order (MOQ) and prices based on the quantities to be produced (price list by quantity).

On delivery, a tolerance of plus or minus 5% on the quantity is allowed, without any influence on the agreed price.

### 4. Prices

The prices of goods / services are always in Euro, net of value added tax (VAT) and of transport and other costs associated with delivery, where applicable.

Offers are valid for 60 days from the date of submission.

DekoGraphics is entitled to change the prices of supplies, giving prior notice.

### 5. Payment conditions

Payments must be made by bank transfer within 5 days of receipt of the order confirmation and the related bank charges are always charged to the customer. The start of production will take place only after the crediting of the entire amount.

In the absence of the actual payment within 20 days from the order confirmation, the order will be cancelled.

### 6. Terms of delivery

Goods will be delivered according to the Ex Works Montebelluna formula. Customer must check the conformity of the products delivered to those ordered and once, the goods are taken over, they are considered accepted, as verified.

Any dispute regarding the appearance of the packaging and the goods and/or differences in quantity compared to what is indicated in the delivery not, must be documented within 2 working days of receipt of the goods.

### 7. Delivery time

The delivery times indicated in the order confirmation are purely indicative except, when Customer specifies in the order confirmation that the term is essential and, dekoGraphics accepts it.

Exception made for this special case, a delay in delivery due to dekoGraphics of less than 15 working days will not entitle the Customer to request termination of the contract, indemnity or compensation; while a delay exceeding 15 working days, it should entitle the Customer to cancel the order and ask for the return of amount paid. In case of delay with respect to the essential terms, the contract will be considered terminated except when the Customer requires the execution of the order anyway.



**dekoGraphics**

SMART APPLICATIONS

— ONE COMPANY.  
— UNLIMITED POSSIBILITIES.  
— YOUR SOLUTION.

## 8. Retention of ownership

The delivered goods remain dekoGraphics' property until full payment is received; until then, the Customer can not sell and otherwise use or dispose of the goods.

The ownership of the goods will pass to the Customer only with the full payment.

In case of Customer's delay, dekoGraphics will be able to take possession of all unpaid goods, wherever they are.

## 9. Withdrawal of the Seller

dekoGraphics may withdraw from the contract at any time, at its discretion, or demand guarantees for the execution of the same, whether should there be a change in the solvency and/or liquidity conditions of the customer (inability, dissolution or transformation, changes to the client company suspension of payments, opening of insolvency proceedings, protests).

## 10. Defects, disputes and returns

The products marketed by dekoGraphics are manufactured under control and carefully tested before sale.

Customer is obliged to communicate any defects, imperfections and qualitative and/or technical inconsistencies after receipt of the goods, and forward the relevant documentation in writing no later than 15 days from delivery. Customers, not respecting the above, will lose the right to the replacement and/or restoration of the defects found.

dekoGraphics has the right to verify the veracity of the claims and to remedy them within a reasonable period of time. If requested, the Customer must return all the contested products, which must be complete and properly packaged.

dekoGraphics will examine returned goods to verify that the defect exists and is attributable to its responsibility; only in this case the goods recognized as defective will be replaced.

dekoGraphics is not responsible for any defects resulting from improper use of the goods by the Customer, including incorrect storage.

Customer who decide to put the defective goods in process or continue processing them, although being aware of presence of defects, he won't be entitled to any compensation. In any case, the indemnity is limited to the value of the goods sold, therefore excluding the value of any work made to the goods by the Customer.

The Customer will be entitled exclusively to the replacement of defective materials.

## 11. Warranty and Responsibility

dekoGraphics will provide the Customer with the technical sheets (Application Conditions) relating to the products sold. They will be intended as indicative and not binding, as to relate and to parameterize to the fabrics to be printed and to the machinery to be used. dekoGraphics has no responsibility for the application of the products, as it does not have direct control on this operation. Finally, customers should remember that the necessary washing tests must be performed at least 12 hours after application. dekoGraphics can not be held responsible for:

- damages or defects of the goods caused by any action, negligence or lack by the Customer or third parties;
- damages that the product should cause to third parties, in relation to the application of the goods sold;
- damages, losses and costs incurred by the customer on finished garments.

## 12. Goods under processing

dekoGraphics offers application services on semi-finished or finished garments owned by the customer (hereafter "Materials"). Customer should provide them together with the technical specifications.

dekoGraphics is obliged to check the Received Materials (even in quantities), in accordance with the documents accompanying the goods, and record any anomaly in the delivery note. dekoGraphics will not accept undocumented materials.

The Materials will remain in storage in the area used by dekoGraphics, in clean and safe environments, taking the risk associated with them. For this reason, dekoGraphics will provide



dekoGraphics

SMART APPLICATIONS

ONE COMPANY.  
UNLIMITED POSSIBILITIES.  
YOUR SOLUTION.

for the autonomous stipulation of insurance policies against fire, theft and R.C., to cover all the risks connected to the deposit of the Materials.

The work will be performed by dekoGraphics in a workmanlike manner, based on its production experience, with appropriate machinery and according to the application conditions indicated for each type of product.

dekoGraphics assumes the responsibility for manufacturing defects due to its work, but not for materials that do not conform to what was previously delivered and tested during the offer phase.

As a result, dekoGraphics will be fully responsible for processing and transfer applications internally produced and marketed; nevertheless, it has no responsibility for the application of transfers provided by the Customer and/or for the failure to repair items already unsuccessful, sent by the Customer, and for which there has not been an optimal result.

dekoGraphics is liable for any damage caused by the incorrect processing for a value not exceeding the pure cost of the Materials (cost of materials + cost of transformation + transport + possible duties).

### 13. Place of jurisdiction

These Terms and all sales contracts to which the Seller is a party are exclusively governed by the Italian law. For any dispute, the Court of Treviso has exclusive jurisdiction.

Within the meaning and for the purposes of Article 1341 of the Italian Civil Code, the following clauses are expressly approved in writing: 3-4-5-6-7-8-9-10-11-13.