



General terms of sale

1) SCOPE

1.1 The provisions of these general terms of sale (hereinafter GTS) will apply to all sales which Roberto Rossi Design (hereinafter the "Company") will make to the buyer (hereinafter the "Client") even if they are not specifically referred to or mentioned on each occasion.

1.2 Any agreements making an exception to these GTS will be binding for the Company only if contained in the Client's purchase order specifically accepted by the Company in accordance with article 3.3 (Confirmed Order) below.

1.3 Any agreements reached between the Client and agents, brokers, assistants or employees of the Company, who are not legal representatives or holding valid powers of attorney, shall not be in any way effective with regard to the Company and/or may not be used against it.

1.4 In relationships between the Client and the Company, under no circumstances shall general terms of purchase prepared by the Client be applied.

2) PRODUCT

2.1 Easy Shower® is a trademark regularly registered.

2.2 Easy Shower® is composed of a water delivery system covered by patent rights regularly registered.

2.3 All information and data relating to the Product, even if indicated on websites, in brochures, catalogues, price lists or similar Company documents, is merely approximate.

2.4 All material documented in the price list is suitable material for use in the shower or foot washer through normal water attributed to washing health of the human being. The materials of the product are: 316L and 304 stainless steel subjected to several workings and finishes, pipes for sanitary water, taps, mixers, shower heads, various valves, comply with standards and purchased from other companies existing on the market regularly. For the footboards for supporting the feet, these can be in sustainable materials such as WPC (Wood Plastic Composite) or stone material or other type of material that can be walked on bare-foot without making any problem to normal operation, attributed to the product, for the sanitary washing of the human being. 2.3. The Client is responsible for informing the Company of the need for special certifications and/or compliance with special binding regulations for the purchase of the Company's Product.

2.5 The Client is responsible for informing the Company of the need for special certifications and/or compliance with special binding regulations for the purchase of the Company's Product.

2.6 The Company reserves the exclusive right to make changes to models (patterns) without prior notice, if it considers this useful for improving the Product.

3) ORDER AND ORDER ACCEPTANCE

3.1 Company quotes and/or offers do not constitute contractual proposals and are not binding in any way.

3.2 Orders will only be accepted if sent by fax (to the number +390543740381) or by e-mail (at least one of the following addresses info@easyshower.it or info@robertorossidesign.it), specifically described on the website, subject to the Client completing all sections of the order form.

3.3 The Company considers the order accepted, and therefore binding, at the moment when the order confirmation is sent to the Client. The Client must therefore sign said document to indicate its acceptance and send it back to the Company within 5 days of the date it was received, by fax or e-mail.

3.4 Orders will be considered enforceable from the moment when the Company receives the countersigned order confirmation. From that moment the orders will be considered binding for the Client (Confirmed Order).

3.5. Any change to order confirmations which have been countersigned to mark acceptance of them will result in the charge of the Product modified, if already manufactured, in addition to the cost of the new Product. The Company has the right to refuse modification of Confirmed Orders.

3.6. Any changes must be approved by the Company and then signed to mark approval by the Client, in compliance with the terms and conditions of clauses 3.2 and 3.3 of these General Terms of Sale.

3.7. If clause 3.5 is applied, delivery times will run from the receipt of the new countersigned order confirmation.

4) DELIVERY DEADLINES

4.1 Unless otherwise agreed in writing by the parties relating to the Product delivery deadlines, the Company will deliver the Product ex works at its own factory to the Client, as defined in the INCOTERMS rules published by the international Chamber of Commerce in the version in force at the time of delivery. If requested, the Company will arrange for Product transportation at the Client's risk, cost and expense.

4.2 Delivery must be completed within the deadline indicated in the Confirmed Order.

4.3 Delivery deadlines contained in the Confirmed Order are merely approximate and do not constitute essential deadlines in accordance with art. 1457 of the Italian Civil Code. Delivery deadlines do not include transportation times.

4.4 Any extensions of the delivery deadlines indicated in the Confirmed Order cannot under any circumstances be grounds for compensation and/or order cancellation.

4.5 The Company shall not be liable for any delays and/or non-fulfilment relating to Product delivery for reasons which cannot be directly attributable to it and/or in cases of force majeure which may cause a delay in the Product production process.

5) PRICES

5.1 Unless otherwise agreed in the Confirmed Order, the Product will be supplied at the prices indicated in the Company price list in force at the time the order is placed.

5.2 Any variations in the cost of raw materials, which occurred after the order was placed and before delivery, will be reflected in the final price of the Product commissioned and will give the Company the right to apply proportional increases to the selling price of the Product even with reference to contracts already completed.

5.3 The change indicated in clause 5.2 may be made by the Company unilaterally and with binding effect for the Client, provided that it does not cause an increase of more than 20% in the total cost of the Product.

5.4 The price lists can be altered if the Company considers it appropriate to adjust them, with 30 days' notice before the new prices come into force.

5.5 Prices do not include VAT and transportation costs.

6) SHIPMENT AND PACKAGING

6.1 With the exception of anything else agreed in writing by the parties in the Confirmed Order, transportation will always be at the Client's expense and risk. If the Company, in accordance with art. 5.1, is asked to arrange Product transportation, it shall be free to select the means of transportation which it considers most appropriate in the absence of specific instructions from the Client.

6.2 When the goods reach their destination, the Client or a person delegated by the Client must carefully check the packaging with the carrier present. If the packaging is damaged, the Client must write the following on the carrier's form: "Signed for with reservations due to damaged packaging (specifying the type of damage)", and sign said declaration. From the moment of signing for the goods, the Client will have 7 days to check the goods and inform the Company by fax (number +390543740381) or e-mail (at least one of the following addresses info@easyshower.it or info@robertorossidesign.it) about any faults found in the Product. Failure to specify reservations on the carrier's form and/or reports sent after the end of said period will not entitle the Client to receive a refund or any kind of compensation from the Company.

6.3 Goods are shipped in crates, racks and boxes, depending on the quantity or size of the Product. The Company is free to select the shipment system that it considers most suitable to ensure protection of the Product.

6.4 Storage costs due to causes not attributable to the Company will be paid exclusively by the Client.

7) NON-CONFORMITY

7.1 The Client must notify the Company of any discrepancies between the Product delivered and the type and quantity indicated in the Confirmed Order by sending a special report by fax (to number +390543740381) or by e-mail (at least one of the following addresses info@easyshower.it or info@robertorossidesign.it) within 5 days of Product delivery.

7.2 If during the period indicated in clause 7.1 no discrepancies are reported, the Product delivered will be considered to fully conform to that ordered by the Client.

8) WARRANTY

8.1 Unless otherwise agreed in writing by the parties, the Company guarantees that the Product is free of faults/defects for a period of 12 months from the date of its delivery to the Client, or 24 months from the date of delivery and / or purchase, if the purchaser is a natural person acting for purposes which are outside the scope of its commercial business and professional (Directive 99/44 / EEC and its implementing decree DL 2 February 2002, n. 24).

8.2 The warranty does not apply with reference to a Product whose defects are due to

- (i) damage during transportation;
- (ii) negligent and/or improper use of the Product by the Client and use at a pressure higher 3 bars;
- (iii) failure to comply with Company instructions relating to Product installation, operation and/or maintenance;
- (iv) repairs or modifications to the Product by the Client or by third parties without prior written authorisation from the Company;
- (v) any factor or alien phenomenon to the normal conditions of use, and operation of the product (scale formation or sludge, corrosion abnormal aggression or acidity of the water though arising from the same treatment, descaling treatment or cleaning carried out improperly).

8.3 If the Product is defective, the Client will have 8 days from the date of Product delivery to send the Company a special written notification by registered letter with advice of delivery, in which it must specifically indicate any defects found and the request to replace/repair the defective Product. If that notification is not sent within the above-mentioned period, the Product will be considered to fully conform with the content of the Confirmed Order.

8.4 If the notification indicated in clause 8.3 is received and subject to a check that the circumstances set out in point 8.2 do not exist, the Company guarantees that it will replace the defective Product within 3 months of delivery of the goods.

8.5 With the request to replace the defective product indicated in clause 8.3, the Client specifically waives the right to terminate the contract of sale and to request compensation for damage deriving from the defect, making an exception to what is envisaged by article 1490 and subsequent articles of the Italian Civil Code.

9) PAYMENTS

9.1 The terms of payment are set out in the Confirmed Order.

9.2 Any payment by instalments and late payments, even if credit instruments are issued and if they are renewed, without the need for a formal notice of default, shall be subject to interest calculated based on the official discount rate with a 3% premium. Stamp duty and any bank commission shall be paid exclusively by the Client.

9.3 If the Client is late making the payment, the Company reserves the right, subject to written notification sent to the Client, to suspend the deliveries in progress and any further deliveries and the production of confirmed orders until the amounts due and the interest on arrears accrued have been paid.

9.4 The Client cannot have its claims heard regarding any non-fulfilment and/or delay by the Company, in accordance with what is envisaged in clause 9.3, unless it is up-to-date with its payments.

10) RETENTION OF TITLE

10.1 The Product indicated in the Confirmed Order will remain the property of the Company until the agreed price has been paid in full, in accordance with art. 1523 and subsequent articles of the Civil Code.

10.2 The Company reserves the right to enter Client premises in order to repossess the Product if it has not been fully paid for.

11) TAXES AND DUTIES

The Client shall be exclusively responsible for paying VAT and any other tax, duty and/or tax contribution.

12) RIGHT TO CANCEL

The Company reserves the right to suspend deliveries and to consider the contract cancelled by mutual consent in the following cases:

- a) Client-related bill protests or Client insolvency, even if relating to failure to pay a single instalment of the price, or if enforcement procedures are put in place relating to the sale of Client movables and immovables;
- b) if the Client becomes legally incapable or dies.

13) GOVERNING LAW

13.1 These GTS and all national contracts of sale which the parties will enter into based on them shall be governed by the laws of Italy.

13.2 International contracts of sale shall be governed by the 1980 Vienna Convention (Convention on Contracts for the International Sale of Goods) and, for matters not covered by that Convention, by the laws of Italy.

14) DISPUTE RESOLUTION AND JURISDICTION

The Company and the Client submit any disputes which may arise between them concerning the interpretation, application and/or fulfilment of these General Terms of Sale to the exclusive jurisdiction of the Courts of Forlì.

15) MISCELLANEOUS

15.1 Force Majeure - The Company shall not be in any way liable with regard to the Client for failed or delayed production and/or delivery of the Product if it is due to circumstances beyond its control such as earthquakes, seaquakes, floods, fires, strikes, wars, riots, action by public authorities, embargos, difficulties procuring raw materials or any other action or cause not in any way attributable to the Company and which the Company cannot reasonably remedy.

In such cases, the period for production and/or delivery of the Product indicated in the Confirmed Order will be halted for the entire duration of the force majeure event.

15.2 Waiver – Failure by the Company to exercise all or part of the rights assigned to it by these GTS shall in no way be interpreted and/or considered an express waiver of said rights, nor shall it prevent the Company from subsequently exercising said rights, or any other right assigned to it by these GTS.

15.3 Invalidation of individual contractual clauses – If one or more provisions of these GTS is null and/or invalid, because it conflicts with the law in force, it shall not affect the validity of the other clauses



ROBERTO ROSSI
RR Design

Via L. Righini, 10/a 47034 Forlimpopoli (FC)
Tel/Fax 0543-740381 Cell. 333-2998995
e-mail: info@robtorossidesign.it
Website: www.robtorossidesign.it
p. I.V.A. 03726020401 cod.fisc. RSSRRT66H16D705N

