

## **GENERAL CONDITIONS OF SALE**

### **Article 1 – Definitions**

1. For the purposes of these Conditions of Sale (hereinafter “GCS”) it is intended by:

- “Seller”, the company SEDIAREDDA S.r.l., with headquarters in Via Cividale, 24 – 33044 Località Case - Manzano (UD), with VAT and Tax code no. IT02535810309, and Company Register of Udine no. 02535810309;
- “Customer”, the natural or legal person who purchases movable goods (hereinafter “the Products” or the singular “the Product”) from the Seller;
- “Customer Consumer”, the Customer natural person qualified as a consumer pursuant to Legislative Decree no. 206 of 6th September 2005 (Consumer Code), who makes the purchase for purposes not related to commercial or professional activities, to which apply, among other regulations, the provisions laid down in Part III, Title III, Chapter I, (Rights of the Consumer in contracts);
- “Contract”, the contract of sale and purchase stipulated between the Seller and the Customer, having as its object the purchase of Products at distance via the internet (following registration to the website [www.sediarreda.com](http://www.sediarreda.com) – hereinafter “the Site”), telephone, fax, or email, using the official contact details indicated by the Seller;
- “Producer”, the manufacturer of the finished Product or of one of its component parts.

### **Article 2 – Object**

1. The Products for sale illustrated on the Site and described in the relevant information sheets are subject to update and modification at any time.
2. The Seller further reserves the right to modify the technical characteristics of the Products without prior notice.
3. The Seller is not liable for any inaccuracies of the technical data sheets provided by the Producer, or for differences of colour and finish of the articles and variations reproduced by the screen in the case of viewing the catalogue online. All the information provided to assist the activity of making a purchase (Video-guides, F.A.Q., etc.) is to be considered simply as generic informational material.
4. The Contract will be regulated by the GSC, as well as by the provisions of the Civil Code, of Legislative Decree no. 70/2003, and (solely for Customer Consumers) of Legislative Decree no. 206 of 6th September 2005. In regards to the protection of confidentiality, the provisions of Legislative Decree no. 196 of 30th June 2003 (Code regarding the protection of personal data) shall apply.
5. The Customer is required to retain copies, in paper or electronic form, of the GCS valid at the time of the conclusion of the contract at distance.

### **Article 3 - Order and conclusion of the Contract**

1. The orders for purchases made online must be placed in accordance with the procedure on the Site (hereinafter “Order Procedure”).
2. The Contract is stipulated through the correct compilation by the Customer of the order form on the Site that is considered as the contractual offer; the contract is concluded at the moment in which the Customer is notified of the acceptance by the Seller as provided for in Article 3.6.
3. Prior to the conclusion of the Contract, the Customer sees a printable web page displaying a summary of the order (which allows for the correction of any errors), in which are reported the essential identifying data and place of business of the Seller, the essential characteristics and the

price of the Product, the shipping costs and any additional transaction costs, the methods and terms of payment, the method and terms of delivery, and the existence of the right of withdrawal (solely for the Customer Consumer). This information, together with any other information required by Legislative Decree no. 206/05 and the GCS, are sent to the email address specified by the Customer.

4. The Customer is required to verify the correctness of the data entered at the time of order, and to print and retain the order summary and any receipt of payment, as well as a copy of the GCS, already seen and accepted during the purchasing process.

5. The receipt of the order by the Seller will be confirmed by means of an email sent to the address previously provided by the customer, reporting the order or reference number, date of order, invoicing data, address for delivery of the Product, information concerning the essential characteristics of the Product, prices with delivery costs and applicable taxes, and information relative to the right of withdrawal (solely for the Customer Consumer).

6. The order will be subject to acceptance by the Seller, who will communicate its acceptance or refusal by email or, alternatively, by fax or ordinary post. The Seller will then seek to verify receipt of the payment (if made simultaneously with the order), verify the availability of the goods, and, if the order is successful, proceed to the processing and definitive acceptance of the same. The order will then be stored in the computer systems of the Seller.

7. In the event that the order is carried out using other means of communication (telephone, fax, email, ordinary post, etc.) the Seller will send, by email or, alternatively, by fax or ordinary post, the GCS relative to the offer, which must be signed by the Customer for acceptance and returned to the Seller exclusively using the contact details indicated by the Seller.

8. Any notice of the non-acceptance of the order due to the unavailability of the Product and/or longer delivery times than those indicated in the Product sheet shall be promptly communicated to the Customer. In such cases the Customer may change the choice of Product, wait for the availability of the same Product within the new lead times communicated, or cancel the order and request the reimbursement of any sum already paid.

9. For every order placed, the Seller will issue an appropriate accompanying invoice or -at the Customer's request- transport document. For the issuance of these documents credence will be given to the information provided by the Customer during the Order Procedure. After the invoice is issued it will not be possible to make any changes to it.

#### **Article 4 - Acceptance of the general conditions of sale**

1. The Customer, with the sending of the purchase order by telematics means, declares to have read all of the information provided to them during the Order Procedure and to accept, entirely and unconditionally, the GCS.

2. The GCS are applicable equally to orders relayed online, by email, or by telephone.

3. The Customer acknowledges that the Seller does not consider itself bound to different conditions unless they have been previously agreed in writing.

#### **Article 5 - Prices**

1. All the selling prices for the Products indicated within the Site are expressed in Euros.

2. Depending on the type of Customer (Consumer or non-Consumer), the selling prices are recorded gross or net of VAT, which is anyway applied at the current rates. The shipping costs and any additional charges are indicated and calculated in the Order Procedure and displayed on the web page summarising the order made.

## **Article 6 - Payments and Refunds**

1. Payment can be made using one of the methods indicated in the Site, that the Customer declares to know and accept.
2. The Seller shall issue an invoice/receipt and send it to the Customer by email. For the issuance of the invoice/receipt credence will be given to the information provided by the Customer, who assumes full responsibility for its veracity and/or correctness. No modifications of the data will be possible after the issuance of the invoice/receipt.
3. In case of the exercise of the right of withdrawal, any reimbursement due to the Customer Consumer will be credited by means of one of the methods proposed by the Seller chosen by the Customer Consumer, within the terms provided for by Article 10.

## **Article 7 - Shipment and delivery of Products**

1. Products purchased through the Site, by telephone, or via email are delivered by national couriers to the delivery address indicated in the Order Procedure following the receipt of payment, except in cases where cash payment on delivery has been agreed, unless the Seller has not also required a down payment. During the Order Procedure it is possible to indicate a recipient and/or a place of delivery different from those supplied for the title of the order and the invoice.
2. The shipping costs are calculated on the basis of the volume of the merchandise and its destination; the calculation of the shipping costs may be done for free and without obligation by simulating the purchase on the Site.
3. The customer may communicate any additional details deemed important for the courier by filling in the notes field in the Procedure Order or by sending an email to the Seller, addressed to [info@sediarreda.com](mailto:info@sediarreda.com), immediately after making the purchase.
4. The Seller shall inform the Customer by email of the impending shipment. The email will include all the references necessary to trace the progress of the shipment, together with an attached copy of the transport document that will accompany the goods.
5. In order to facilitate the delivery of Products, the Seller includes, free of charge for every order, an advance notice telephone service, by which the courier will contact the Customer by telephone to establish the day and timeslot of the delivery, using the telephone number previously provided. This service allows for the agreement with the courier of a delivery time within the subsequent 48-hour period. Any storage costs deriving from the impossibility to make the delivery within the agreed period shall be completely borne by the Customer.
6. Except as indicated in Article 7.7, the Products will be delivered to the address entered by the Customer in the times stated in the individual Product Sheets and, in any case, for Customer Consumers, at the latest within thirty days from the date of conclusion of the Contract. The Seller will make the delivery by means of couriers, only in the zones specified in the Site and/or communicated by email or telephone. Delivery is carried out to the street number of the recipient indicated in the transport documents.
7. The delivery times given are indicative and to be considered valid only in the absence of impediments or events of force majeure. Delivery times may vary from what is indicated in the Product Sheets visible on the Site or communicated by email or telephone, in relation to the type of Product and finish ordered, the availability of stock, the status of production at the time of the order, the actual production of the material, and on the basis of the place of delivery.

8. Delivery times may be confirmed by the Customer at any time with the Seller by telephone or email. Any delays or changes to the expected date of delivery will be promptly notified by email to the Customer.

9. Standard Delivery is made at street/truck level. Delivery to upper building floors is available as an additional service, only for shipments made within the Italian territory. This service involves a variable price supplement depending on the volume and weight of the goods to be delivered; the supplement will be clearly highlighted during the Order Procedure, at the time of selecting the service. The delivery service to upper floors envisages only the use of personnel, without the use of hoists, machinery, or other special equipment.

10. It is the responsibility of the Customer to verify the accessibility of the means of transport, and of the ordered goods, to the place of delivery, reporting any potential difficulties prior to the shipment. The order may be cancelled, subject to reimbursement to the Seller of the shipping costs, the costs of the return of the goods, as well as any restocking charges.

11. For deliveries made to disadvantaged locations such as small islands, mountainous areas that are difficult to reach, and pedestrian zones and/or zones with restricted access for normal means of goods transport, deliveries may be subject to a price supplement by reason of the difficulties encountered.

12. No responsibility can be imputed to the Seller for delays in the delivery attributable to the courier.

13. The merchandise is carefully packaged at the warehouses of the Seller with resistant and suitable materials to ensure optimal protection during transport.

14. All shipments are covered by insurance at no additional cost. This insurance guarantees and protects the Customer in case of damages or loss during transport.

15. In order to be able to make a claim against the insurance, at the time of delivery the Customer is required to check:

- that the number of packages delivered corresponds to what is indicated in the accompanying transport document or invoice;
- that the packaging, including the restraining straps, is perfectly intact and has not been altered;
- that the outward appearance of the Products corresponds to what is indicated in the accompanying transport document or invoice (for example: the presence of pallets).

16. At the time of delivery, the Customer must check the conformity of the Products delivered to those ordered and, in particular, the integrity of the packaging and the absence of external defects. In the case of tampering and/or breakages of the packaging, the Customer must accept the goods "With Reservation", describing the damage personally and in a detailed manner on all the copies of the courier's delivery receipt (for example: "subject to checking of the goods due to damaged packaging").

In the case of evident damage to the Products, the Customer may directly refuse the delivery, describing personally on all the copies of the courier's delivery receipt the reason for the lack of acceptance (for example: "I do not accept the goods due to the evident damage to the packaging and to the Products within").

17. The Customer should sign the delivery note only after having made the checks described in the preceding points, as no subsequent objection can be made concerning the outward appearance of what was delivered in relation to the order made.

18. If there is no correspondence between the order and the delivery, the Customer must not accept the goods and raise the complaint directly with the courier.

19. Having ascertained the presence of damage caused during transport, the Customer is required to

report it to the Seller within five days from the receipt of the goods by email, attaching photographic documentation of the packaging and of the damaged goods.

20. The original packaging and any accessories must be retained for the entire duration of the Product warranty, in case of the need to return the goods at a later date. The packaging materials, once no longer required, must be disposed of in accordance with local regulations.

21. It is possible to collect the ordered goods in person, directly from the warehouses of the Seller in Manzano (UD), by prior telephone appointment.

### **Article 8 - Warranty for defects (for Customer non Consumers)**

1. All the Products sold by Sediarrreda S.r.l. are subject to the guarantees provided for by the Civil Code. In particular, every Product purchased by a Customer is covered under a guarantee against defects of goods sold, under Articles 1490 et seq. of the Civil Code; the time limit for making claims against the guarantee for defects shall expire one year after delivery of the product purchased. Any relative defects must be reported within the terms of the combined provisions of Articles 1495 and 1511 of the Civil Code (within eight days from the receipt of the goods in the case of apparent flaws and quality defects).

2. The Customer is required to report any apparent defects found on the Products to the courier, at the time of delivery, noting them on the delivery receipt. The rules of conduct previously set out in Article 7, point 15 and following, must be scrupulously respected, on penalty of invalidating any possibility to make a claim against the insurance policy. Any other defects not detectable upon delivery must be reported and documented in writing, indicating the relative item code, and providing photographic evidence, within the time limit (of eight days) provided for by law. The warranty expressly excludes defects caused to the Product during transport, by incorrect installation, by use that is improper or not in accordance with the normal intended use of the Product, by failure to observe the instructions for use and maintenance, by ordinary wear and tear, and by any other circumstance not attributable to the Seller.

3. In case of replacement under warranty, the Seller will provide for the collection of the defective material in order to make a technical evaluation of the defects highlighted by the Customer. The collection will be carried out at a time and date agreed with the Customer. The Product must be returned in the original packaging, properly sealed, complete in all its parts (including packaging, internal and external protections, wooden pallets, and any documentation and accessories provided, such as manuals, assembly tools, etc.).

4. In the event that the Customer is not in possession of the original packaging, new packaging may be purchased from the Seller. The Customer will be provided with an authorisation number for the return of the Product that must be clearly indicated on the exterior of the package, following the directions provided in the email from the Seller authorising the return.

5. The Seller will take care of the organisation of the transport for the collection and redelivery of Products repaired/replaced under the warranty.

6. In the event that the Seller is unable to return a product under warranty (repaired or replaced), the Seller may, on agreement with the Customer, substitute the Product with one of equal or superior characteristics.

7. The Customer is required to carefully read the instructions for use and maintenance supplied with the Product before it is used, and retain them for future consultation thereafter.

8. The Customer is required to retain the original packaging and all additional documentation of the purchased Products until the expiry of the warranty period.

**Article 9 - Legal guarantee of conformity (for Customer Consumers)**

1. Every Product purchased by a Customer Consumer is covered by a legal guarantee of conformity provided for in Articles 128 et seq. of Legislative Decree no. 206/05. The legal guarantee borne by the Seller shall apply for any defects of conformity that manifest themselves within two years from the date of delivery of the Product, and that are reported by the Customer Consumer within two months following the discovery of the defects themselves, as provided for under Article 132 of Legislative Decree no. 206/05.
2. The Customer Consumer is required to report any apparent defects found on the Products to the courier, at the time of delivery, noting them on the delivery receipt. The rules of conduct previously set out in Article 7, point 15 and following, must be scrupulously respected, on penalty of invalidating any possibility to make a claim against the insurance policy. Any other defects not detectable upon delivery must be reported and documented in writing, indicating the relative item code, and providing photographic evidence, within the time limit (of two months) provided for by law.
3. The Seller will provide the Customer Consumer with all the necessary information relative to the conditions and procedures for the use of the legal guarantee of conformity. The Seller shall establish within a reasonable period of time if the specific circumstances of the claim satisfy the conditions for the application of the guarantee, informing the Customer Consumer about the evaluation carried out, and the proposed solution to restore conformity to the Product.
4. The guarantee of conformity expressly excludes defects caused to the Product during transport, by incorrect installation, by use that is improper or not in accordance with the normal intended use of the Product, by failure to observe the instructions for use and maintenance, by ordinary wear and tear, and by any other circumstance not attributable to the Seller.
5. In case of replacement under the guarantee, the Seller will provide for the collection of the defective material in order to make a technical evaluation of the defects highlighted by the Customer Consumer. The collection will be carried out at a time and date agreed with the Customer Consumer. The Product must be returned in the original packaging, properly sealed, complete in all its parts (including packaging, internal and external protections, wooden pallets, and any documentation and accessories provided, such as manuals, assembly tools, etc.). In the event that the Customer Consumer is not in possession of the original packaging, new packaging may be purchased from the Seller. The Customer Consumer will be provided with an authorisation number for the return of the Product that must be clearly indicated on the exterior of the package, following the directions provided in the email from the Seller authorising the return.
6. The Seller will take care of the organisation of the transport for the collection and redelivery of Products repaired/replaced under the guarantee.
7. In the event that the Seller is unable to return a product under the guarantee (repaired or replaced), the Seller may, on agreement with the Customer Consumer, substitute the Product with one of equal or superior characteristics.
8. The Customer Consumer is required to carefully read the instructions for use and maintenance supplied with the Product before it is used, and retain them for future consultation thereafter.
9. The Customer Consumer is required to retain the original packaging and all the supplementary documentation of the purchased Products until the expiry of the guarantee period.

**Article 10 - Right of withdrawal (for Customer Consumers)**

1. Pursuant to and within the limits of Article 52 et seq. of Legislative Decree no. 206/05, the Customer Consumer has the right to withdraw from the Contract for any reason, without

explanation and without penalty, within fourteen days:

- from the day on which the Customer Consumer or a third party, different from the courier and designated by the Customer Consumer, acquires the physical possession of the Products;

- in the case of a plurality of Products ordered by the Customer Consumer by means of a single order and delivered separately, from the day on which the Customer Consumer or a third party, different from the courier and designated by the Customer Consumer, acquires physical possession of the final item;

- in the case of delivery of a Product constituted by multiple lots or pieces, from the day on which the Customer Consumer or a third party, different from the courier and designated by the Customer Consumer, acquires physical possession of the final lot or piece.

2. The right of withdrawal is applied to the Product purchased in its entirety; it is not possible to exercise the right of withdrawal only on part of the Product (e.g. seats or table tops).

3. Before expiry of the withdrawal period, the Customer Consumer must inform the Seller of their decision to exercise the right of withdrawal from the Contract by using the module of withdrawal that can be found at the end of these general conditions of sale, or by presenting any other explicit declaration of their decision to withdraw from the Contract (to be sent by registered letter with acknowledgement of receipt, and advised in advance by email sent to the address indicated on the Site).

4. The notice of withdrawal must specify the intention to withdraw from the purchase, specifying if the withdrawal is partial (in case of the purchase of several articles) or total, the order, the invoice number, the item code, and the quantity of the Products for which it is intended to exercise the right of withdrawal.

5. Following the proper exercise of the right of withdrawal, the Seller will relay to the Customer Consumer the code of withdrawal that must be indicated by the Customer Consumer at the time of the return of the Product.

6. The Customer Consumer may not exercise the right of withdrawal in case of:

a) service contracts after the full performance of the service if the performance has been initiated with the express agreement of the Customer Consumer and with the acceptance of the loss of the right of withdrawal following the full execution of the Contract by the Seller;

b) the supply of Products that are made to measure or are clearly customised;

c) contracts in which the Customer Consumer has specifically requested a visit from the technician for the purpose of carrying out urgent repair or maintenance works. If, on the occasion of this visit, the Seller provides services other than those specifically requested by the Customer Consumer or goods different from the replacement parts necessary for performing the maintenance or repairs, the right of withdrawal shall apply to these supplementary services or goods;

d) the supply of sealed goods that are not suitable for return for reasons of hygiene or the protection of health and that were opened after delivery.

7. The Seller will reimburse all the payments received from the Customer Consumer without undue delay. The Seller is entitled to withhold the reimbursement until the Products have been received or until the Customer Consumer has supplied evidence of having sent back the Products, depending on which situation occurs first.

8. The Seller will perform the reimbursement utilising the same means of payment that were used by the Customer Consumer for the initial transaction.

9. The costs of the return will be borne by the Customer Consumer, who must also autonomously choose the courier and the method of shipment of the material.

10. The Products must be returned to the Seller by courier appointed by the Customer Consumer,

intact in its original packaging, properly sealed, complete in all its parts (including packaging, internal and external protections, wooden pallets, and any documentation and accessories provided, such as manuals, assembly tools, etc.).

11. The Seller will reject any Product not packaged, missing the original external and/or internal packaging, missing integral elements of the Product (accessories, screws, etc.) or otherwise returned in any state different from that specified above, as well as Products for which the costs for the return have not already been paid in full by the Customer Consumer, or in cases in which the modes and timings for the exercise of the right of withdrawal provided for under Legislative Decree no. 206/05 have not been respected.

12. The Customer Consumer is, in any case, responsible for any diminished value of the Products resulting from handling different from what is necessary to establish the nature, characteristics, and functioning of the Products themselves.

13. Without prejudice to the limits of the law, supplementary costs of delivery are excluded from reimbursement following a withdrawal in cases in which the Customer Consumer had specifically requested a mode of delivery more expensive than the standard mode, as well as any optional costs for delivery to upper building floors, and any charges applied for making cash payment on delivery.

#### **Article 11 - Limitations of liability**

1. Within the limits provided for by Article 1229 of the Civil Code and, for the Customer Consumer, by Legislative Decree no. 206/05, the Seller is not responsible:

a) for any direct or indirect damages suffered by the Customer/ Customer Consumer or by third parties deriving from the purchase, use (including misuse) and/or non-use of the Products, or from the Product having been tampered with;

b) for damages, losses, and costs incurred by the Customer/ Customer Consumer following from the failure or delay of delivery of the Product. In such cases the Customer has the right only to the full reimbursement of the price paid and any accessory expenses directly incurred.

2. The times for the repair or possible replacement of the Product depend solely on the policies of the Producers, and no damages can be imputed to the Seller for any delays in carrying out such operations. During the period of waiting, the Seller will not supply any substitute product.

3. In any case of force majeure or unforeseeable circumstances the Seller, within the limits of the applicable laws, will have the right to terminate the Contract, in whole or in part, or to suspend or postpone its execution.

#### **Article 12 - Jurisdiction and court of competence**

1. The Contract shall be governed by Italian law.

2. For any dispute relating to the validity, interpretation, or execution of the Contract, the territorial competence will belong exclusively to the court of Udine.

3. The courts of the place of residence or domicile of the Customer Consumer, if located within the Italian territory, are subject to the binding jurisdiction of the court of Udine.

#### **Article 13 - Clause of express termination**

The Contract may be resolved in law, pursuant to Article 1456 of the Civil Code, by means of a simple notification sent to the email address specified by the customer at the time of their registration on the Site, if the Seller elects to make use of this clause in the event that payment is not made within the terms specified on the Site.



**Article 14 - Release of feedback at the end of the transaction**

The Seller, at the end of the transaction and in order to constantly improve the quality of the services it provides, will send data relative to the sale and purchase contract (specifically the name, surname, order no., and email address of the Customer) to “E-Komi Ltd.”, a Company specialised in the independent collection of *feedback* (email: [info@ekomi.it](mailto:info@ekomi.it), [www.ekomi.it](http://www.ekomi.it)). The Customer can freely decide whether or not to join the programme for the communication and anonymous publication of *feedback*.

**Article 15 - Final clause**

1. This Contract cancels and replaces any oral or written agreement, understanding, or negotiation previously occurring between the parties concerning the same subject.
2. For any matter not expressly provided for in the GCS, please refer to the provisions of the Civil Code and other applicable legislation.

I accept       I do not accept

Pursuant to and for the purposes of Articles 1341 and 1342 of the Civil Code, it is required that the following Articles are specifically approved in writing: Article 11 – Limitations of liability, and Article 12 – Jurisdiction and Court of competence.

I accept       I do not accept

Module of withdrawal for the Customer Consumer

(pursuant to Article 49, paragraph 1, letter h) of Legislative Decree no. 206/05)

Complete and return this form only if you wish to withdraw from the contract entered into with the Seller Sediarrreda S.r.l.

- Recipient:

**SEDIARREDA S.R.L.**

Via Cividale, 24 - Loc. Case 33044 Manzano (UD) ITALIA

Tel.: Customer Service +39 0432 751347

Fax: +39 0432 1847878

Service active Monday to Friday  
from 8.30 to 12.30 and 13.30 to 18.00

24h automated response at other times

Email: [servizioclienti@sediarreda.com](mailto:servizioclienti@sediarreda.com)

\*\*\*

With this form I, the undersigned (name, surname) \_\_\_\_\_, resident in  
(street)

\_\_\_\_\_ no. \_\_\_\_\_, (town/city) \_\_\_\_\_

\_\_\_\_\_, (Postal Code) \_\_\_\_\_, (Country) \_\_\_\_\_

\_\_\_\_\_ notify the withdrawal from the contract of sale of the following good/s

---

---

---

---

---

Order no.: \_\_\_\_\_

Ordered on \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_ Received on \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

IBAN no. \_\_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

Signature \_\_\_\_\_ (if the module is sent in paper form)