GENERAL TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

For the purposes of these General Terms and Conditions of Sale, the terms listed below, when capitalized, shall have the meanings assigned to them in this Article.

"Seller": LISTO-ONE S.R.L., a company engaged in the manufacture and marketing of wooden flooring.

"Customer": any natural or legal person purchasing the Products from LISTO-ONE S.R.L.

"Products": the products marketed and/or sold by LISTO-ONE S.R.L.

"Order" or "Orders": each proposal for the purchase of Products submitted by the Customer to LISTO-ONE S.R.L. exclusively by fax, e-mail and/or through the IT system of LISTO-ONE S.R.L.

"Sale" or "Sales": each sales contract entered into between LISTO-ONE S.R.L. and the Customer following the Customer's receipt of LISTO-ONE S.R.L.'s written acceptance of the Order.

"Trademarks": all trademarks owned and/or licensed by LISTO-ONE S.R.L.

"Intellectual Property Rights": all intellectual and industrial property rights of LISTO-ONE S.R.L., including, by way of example and without limitation, rights relating to patents for inventions, designs or models, utility models, Trademarks, know-how, technical specifications and data, regardless of whether such rights are registered or unregistered, as well as any application or registration relating to such rights and any other right or form of protection of a similar nature or having equivalent effect.

2. GENERAL TERMS AND CONDITIONS AND ORDERS

These General Terms and Conditions of Sale shall apply to all Sales made by LISTO-ONE S.R.L., including Sales entered into after their acceptance, and shall remain valid until amended or replaced by a subsequent written notice.

In the event of any conflict between the terms and conditions set out in these General Terms and Conditions of Sale and those agreed upon for an individual Sale, the latter shall prevail.

LISTO-ONE S.R.L. shall not be bound by any general terms and conditions of purchase of the Customer (hereinafter, the **"GPC"**), even where such terms are referred to or included in Orders or in any other documentation issued by the Customer, nor by virtue of any implied acceptance.

Any derogation from these General Terms and Conditions of Sale shall be valid only if expressly agreed upon in writing.

The Customer declares that it has reviewed these General Terms and Conditions of Sale upon receipt of the offer and expressly accepts them by submitting the relevant Order.

The contract shall be deemed concluded when LISTO-ONE S.R.L. expressly accepts the Order by sending the Customer a written Order Confirmation.

The Customer shall carefully verify the Order Confirmation and shall immediately notify LISTO-ONE S.R.L. of any errors, omissions or discrepancies. In the absence of timely notice, LISTO-ONE S.R.L. shall proceed with the manufacture and/or shipment of the Products in accordance with the Order Confirmation, which shall be binding upon the Customer.

The Customer acknowledges that receipt of a purchase Order by the Seller's agents, intermediaries and/or employees or representatives shall not constitute automatic acceptance of such Order.

No agent, intermediary and/or employee or representative is authorized to make or accept, in the name and on behalf of the Seller, binding proposals concerning discounts, allowances or terms derogating from these General Terms and Conditions of Sale, unless expressly authorized in writing by LISTO-ONE S.R.L.

Orders duly accepted by LISTO-ONE S.R.L. may not be cancelled by the Customer without the prior written consent of LISTO-ONE S.R.L.

The Commercial Terms and Conditions of Supply shall constitute an integral and substantial part of these General Terms and Conditions of Sale.

3. PRODUCT PRICES

The prices of the Products shall be those indicated in the LISTO-ONE S.R.L. price list in force at the time the Customer submits the Order.

Where a Product is not included in the price list or the price list is unavailable, the prices indicated in the Order and subsequently confirmed in writing by LISTO-ONE S.R.L. upon acceptance of the Order shall apply.

Unless otherwise agreed in writing between the Parties, prices shall be **ex works**, excluding VAT and any applicable discounts.

Prices do not include packaging, shipping or transportation costs from the premises of LISTO-ONE S.R.L. to the place of delivery indicated by the Customer. Such costs shall be charged separately to the Customer.

LISTO-ONE S.R.L. reserves the right to unilaterally amend, with immediate effect, the prices indicated in its price list where such adjustment is caused by circumstances beyond its control, including, by way of example, increases in the costs of raw materials, labour, energy or transportation, or changes in exchange rates.

In all other cases, any price amendment shall be communicated to the Customer and shall apply to all Orders received by LISTO-ONE S.R.L. from the thirtieth day following the date on which the amendment was communicated.

4. PAYMENTS

Payments shall be made by the due dates and in accordance with the methods set out in the Commercial Terms and Conditions of Sale.

Failure to make payment, in whole or in part, within the agreed time limits shall entitle LISTO-ONE S.R.L. to charge the Customer default interest at the rate provided for by Italian Legislative Decree No. 231/2002, in addition to any bank charges and costs incurred for debt recovery.

LISTO-ONE S.R.L. reserves the right to request advance payment where credit insurance coverage is no longer available, including by way of derogation from previously agreed terms and the Commercial Terms and Conditions of Sale.

This right may also be exercised where the credit limit granted by the insurance company is reduced or withdrawn after acceptance of the Order.

Any claims relating to the Products and/or their delivery shall not, under any circumstances, justify the suspension, delay or non-payment of amounts due.

The Seller shall be entitled to assign, in whole or in part, its receivables to third parties without the need to obtain the Customer’s consent and/or to set off such receivables against any amounts owed to the Customer, to the extent permitted by applicable law.

5. DELIVERY TIMES

The indicated delivery times shall run from the date on which the Order Confirmation is sent to the Customer and shall be subject to the completion of all required formalities, including, by way of example, any advance payments.

Delivery times are provided for guidance only and shall not constitute an essential term, unless otherwise agreed in writing between the Parties.

LISTO-ONE S.R.L. undertakes to take all reasonable measures necessary to complete delivery as soon as possible and in accordance with any agreed delivery schedule.

Delivery times may be extended proportionately in the event of force majeure or events and circumstances causing disruption or delays in business operations, including, by way of example, accidents, strikes, the unavailability or shortage of raw materials, delays in procurement due to causes not attributable to LISTO-ONE S.R.L., or other events beyond the Seller’s reasonable control.

In the event of a delay in delivery, LISTO-ONE S.R.L. shall inform the Customer in writing as soon as reasonably possible.

Any delay in delivery shall not entitle the Customer to claim penalties, indemnities or damages, nor to cancel the Order without the prior written authorization of LISTO-ONE S.R.L.

6. LIABILITY, SHIPMENT AND ACCEPTANCE OF GOODS

The supply shall be deemed completed when the goods leave the premises or warehouse of LISTO-ONE S.R.L.

Goods shall be transported at the Customer's sole risk, even where shipment is made carriage paid.

LISTO-ONE S.R.L. ships its Products throughout Italy and abroad using leading national and international couriers and carriers. Products are normally delivered on pallets and suitably packaged.

If, upon delivery, any irregularities or damage to the packaging, or any discrepancy in the number of packages delivered, are identified, the Customer shall specifically record such irregularities on the carrier's delivery document before signing it.

The Customer shall indicate on the delivery document any missing and/or damaged packages and shall ensure that the carrier countersigns the relevant notation.

The Customer shall inspect the goods received and notify LISTO-ONE S.R.L. in writing of any defects, faults or non-conformities no later than 7 (seven) days after receipt of the goods, enclosing a copy of the relevant delivery document and any documentation useful for verification.

In the absence of a written claim within the above time limit, the goods shall be deemed accepted, without prejudice to any mandatory rights provided for by applicable law.

6.1 LIABILITY, LIMITATIONS AND RETURNS

No claims of any kind received after the above time limit shall be accepted, without prejudice to any mandatory rights provided for by applicable law.

LISTO-ONE S.R.L. shall not be liable for any indirect or consequential damages arising from or connected with defects or faults in the Products, including, by way of example and without limitation, losses resulting from the Customer's inactivity, business interruption, loss of production, loss of business opportunities or loss of profit.

In any event, without prejudice to any mandatory provisions of law, any right of the Customer to compensation for damages shall be limited to a maximum amount equal to the value of the Products affected by defects or faults.

Except in the event of an error attributable to the Seller concerning the nature, type or quantity of the Products delivered, the Customer shall not be entitled to return the Products purchased.

In exceptional circumstances and at its sole discretion, LISTO-ONE S.R.L. may consider accepting returns only under the following conditions:

• the return must be requested in advance by the Customer and authorized in writing by LISTO-ONE S.R.L.;

• the request must specify the type, quantity and purchase invoice reference of the Products to be returned;

• the packaging must be intact, unopened, undamaged and suitable for subsequent resale;

• the return shall be made at the Customer's responsibility, risk and expense, unless otherwise agreed in writing.

Returns received without prior written authorization shall be refused or returned to the sender, with the relevant transportation, handling and administrative costs charged to the Customer.

LISTO-ONE S.R.L. shall not be liable for any claims, damages or defects arising from improper use of the Products, incorrect installation, improper storage, modifications or alterations, or conduct not compliant with the instructions stated on the packaging and/or contained in the technical documentation accompanying the Products or delivery documents.

The Customer undertakes to indemnify and hold harmless LISTO-ONE S.R.L. from and against any claims, demands, damages, costs or liabilities arising from conduct or use that does not comply with the above provisions, to the extent permitted by applicable law.

7. TECHNICAL RESERVATIONS AND DOCUMENTATION

LISTO-ONE S.R.L. reserves the right to make changes to the technical specifications of the Products indicated in the Order Confirmation, undertaking, where necessary, to supply alternative Products having characteristics and performance equivalent to those of the Products originally offered.

All technical information provided to the Customer, including, by way of example, information contained in brochures, catalogues, price lists, technical documents, drawings, descriptions, images, reproductions and other materials, whether provided in paper or electronic format, including information available on the LISTO-ONE S.R.L. website and on websites linked or associated with it, is provided for information purposes only and shall be considered indicative, unless otherwise expressly stated in writing.

All technical information, documents, drawings, images, descriptions and materials transmitted or made available to the Customer shall remain the exclusive property of LISTO-ONE S.R.L. and/or the respective owners of the relevant Intellectual Property Rights.

Such materials may not be copied, reproduced, modified, disclosed, transmitted or communicated to third parties, nor used for purposes other than those connected with the evaluation, purchase, marketing or use of the Products, without the prior written authorization of LISTO-ONE S.R.L.

8. EXPRESS TERMINATION CLAUSE

LISTO-ONE S.R.L. shall be entitled to terminate the individual Sale, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, by written notice sent to the Customer, should the Customer fail to comply with the obligations set out in the following Articles:

- 3 – Product Prices;
- 4 – Payments;
- 7 – Technical Reservations and Documentation.

Termination shall take effect on the date on which the Customer receives the written notice whereby LISTO-ONE S.R.L. declares its intention to rely on this clause.

LISTO-ONE S.R.L. shall in any event retain the right to claim compensation for any damages suffered.

9. JURISDICTION AND VENUE

Any dispute relating to the interpretation, application, performance, validity or termination of these General Terms and Conditions of Sale and/or of individual Sales shall be subject to the exclusive jurisdiction of the Court of Biella, without prejudice to any mandatory jurisdiction provided for by applicable law.

10. PRIVACY NOTICE AND PERSONAL DATA PROCESSING

10.1 Privacy Notice

The Customer declares that it has been informed regarding the processing of personal data pursuant to Italian Legislative Decree No. 196 of 30 June 2003, as amended and supplemented, and Regulation (EU) 2016/679 (“GDPR”).

The Customer’s personal data shall be processed by LISTO-ONE S.R.L. for purposes connected with the management of commercial and contractual relationships, the processing and fulfilment of Orders, invoicing, payment management, after-sales assistance and compliance with legal obligations.

Personal data shall be processed in accordance with applicable legislation and as set out in the privacy notice made available by LISTO-ONE S.R.L.